



CITY OF LANDER REGULAR CITY COUNCIL MEETING

**Tuesday, January 14, 2025 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/82433356330?pwd=ZHWMfWXiYrhWdmnvH06DlVPqWpUefC.1>

Meeting ID: 824 3335 6330

Passcode: 152546

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING 2025 2026 Liquor License Renewals

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

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

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

5. NEW BUSINESS (NON-ACTION ITEMS)

- A. Administer Oath of Office to re-elected City Councilmembers Melinda Cox, Dan Han and Julia Stuble
- B. Complete Official Depository Disclosures
- [C.](#) Assign Council Liaison Positions

6. 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

7. MAYOR AND COUNCIL UPDATES

8. STAFF REPORTS

9. CONSENT AGENDA

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

A. Approve Regular City Council December 10, 2024 Minutes

B. Approve Bills and Claims

C. Approve 2025 2026 Liquor License Renewals for the following:

AMERICAN PIZZA PARTNERS LP, PIZZA HUT

670 E MAIN ST, LANDER, WY

SE1/4, SW1/4, SEC 17, T33N, R99W, FREMONT COUNTY, C GENERAL COMMERCIAL

COALTER GROUP LLC, GANNETT GRILL & LANDER BAR

126 MAIN ST, LANDER, WY

LOTS 17-19, BLOCK 16, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

EATERY 223 LLC, LINCOLN STREET BAKERY

223 LINCOLN ST, LANDER, WY

LOT 2 W10 & LOT 3 E 40, ORIGINAL TOWN OF LANDER BLK 17, C GENERAL COMMERCIAL DISTRICT

EL SOL DE MEXICO INC, EL SOL DE MEXICO

453 MAIN ST, LANDER, WY

LOT 5, BLOCK 24, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

EL VAQUERO 2 MEXICAN GRILL & CANTINA INC.

720 E MAIN ST., LANDER WY 82520

TWP 33N RNG 099W SEC 17 TR IN SESW LANDER, FREMONT COUNTY, COMMERCIAL DISTRICT

ELKS BPO 2317,
492 LINCOLN ST, LANDER, WY
LOT 11, BLK 10, RIVERSIDE ADDITION, O.T. OF LANDER, C GENERAL COMMERCIAL DISTRICT

KITCHEN SINKS INC, COWFISH,
148 MAIN ST, LANDER, WY
LOTS 15 & 16, BLOCK 18, ORIGINAL TOWN OF LANDER, C- GENERAL COMMERCIAL DISTRICT

LANDER BREWING COMPANY, LLC
148 MAIN ST, LANDER, WY
LOTS 15 & 16, BLOCK 18, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

LANDER GOLF COURSE,
1 GOLF COURSE DR, LANDER, WY
NW1/4, NE1/4, SEC 19 & 20, T33N, R99W, 6TH P.M., C GENERAL COMMERCIAL DISTRICT

LIK INC, MAVERICK MOTEL RESTAURANT & LOUNGE,
808 MAIN ST, LANDER, WY
LOTS 19 & 20, BLOCK 105, EARL & FARLOW ADDITION, C DISTRICT

LIQUID COURAGE LLC, LIQUID COURAGE BAR & GRILL
592 MAIN ST STE 1, LANDER, WY
LOT 11, ORIGINAL TOWN OF LANDER BLOCK 14, C GENERAL COMMERCIAL DISTRICT

MAVERIK INC, MAVERIK #389,
135 E MAIN ST, LANDER, WY
PT OF SEC 18, T33N, R99W, 6TH P.M. & LOT 2, RIVER PLACE TOWNHOMES, CITY OF LANDER

MIDDLE FORK INC, (THE)
351 MAIN ST, LANDER, WY
LOT 7, BLOCK 23, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL

MINI MART INC, LOAF N JUG #155,

195 W MAIN ST, LANDER, WY

LOTS 9 & 10, BLOCK 21, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

MR DS FOOD CENTER,

725 MAIN ST, LANDER, WY

LOTS 16 & 17, VACATED ALLEY OF BLOCK 27, EARL & FARLOW ADDITION, C GENERAL COMMERCIAL

MULINO BRISTO, LLC

129 MAIN ST, LANDER, WY

ORIGINAL TOWN OF LANDER, BLK 21, LOTS 3-4 & PART OF LOTS 2 & 5, REPLAT, LOT 2A

PUSHROOT LAGERHAUS, LLC, PUSHROOT BREWING COMPANY

595 MAIN STREET, LANDER, WY

ORIGINAL TOWN OF LANDER BLK 25 W30 OF LOT 9 & ALL LOT 10, C GENERAL COMMERCIAL DISTRICT

OXBRIDGE CORPORATION, OXBOW (THE)

170 E MAIN ST, LANDER, WY

SW1/4, SE1/4, SEC 18, T33N, R99W, 6TH P.M., LOTS 19 & 20, & PT OF 18, C GENERAL COMMERCIAL

SAFEWAY STORES 46 INC, SAFEWAY STORE #2761

1165 MAIN ST, LANDER, WY

NE1/4 NE1/4 OF SEC 13, T33N, R100W, 6TH P.M., CITY OF LANDER, ZONED C-GEN COMM DIST

SILVER SPUR LANES INC, SILVER SPUR LANES

1290 MAIN ST, LANDER, WY

PTN OF LOTS 9 -14, BLOCK, 144, GUSTIN ADDITION, SUNSET ADDITION, C GENERAL COMMERCIAL

SINK & RISE INC, INN AT LANDER,
260 GRAND VIEW DR, LANDER, WY

LOTS 10-16, BLOCK 4, DILLON VISTA SUBDIVISION, CITY OF LANDER, C GENERAL COMMERCIAL DISTRICT

SWEETWATER FOOD & BEVERAGE LLC, ONE STOP MARKET

8116 HWY 789, LANDER , WY

LOT 1 & PORTION OF LOT 2, BLOCK 2, DILLON VISTA SUBDIVISION, C GENERAL COMMERCIAL DISTRICT

VFW 954, POPO AGIE POST 954

11 TWEED LN, LANDER, WY

NE 1/2 SE1/4, SEC 12, T33N, R99W, 6TH P.M., C GENERAL COMMERCIAL DISTRICT

WILD WEST WAREHOUSE LLC D/B/A GRIZZLY BAR & GRILL

692 MAIN STREET, LANDER, WY

LOT 11, BLK 13, ORIGINAL TOWN OF LANDER, COMMERCIAL DISTRICT

WR HOLDINGS LLC, ZANDERS

730 E MAIN, LANDER, WY

SE1/4SW1/2 OF SEC 17, T33N, R99W, 6TH PM, FREMONT COUNTY, WY COMMERCIAL

WYOMING CATHOLIC FOOD SERVICES LLC

306 MAIN ST, LANDER, WY

LOTS 19 & 20, BLOCK 16, ORIGINAL TOWN OF LANDER, COMMERCIAL

ZANDERS CATERING INC.,

740 E MAIN ST, LANDER, WY

D. Appoint City of Lander Official Depositories for 2025 for the following:

1. US Bank
2. Central Bank and Trust
3. Wyoming Community Bank
4. Wells Fargo

E. Appoint the Lander Journal as the City of Lander's Official Newspaper

10. NEW BUSINESS (ACTION ITEMS)

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

- B. Award Request for Proposals for Groundskeeping Independent Contractor Lander Community and Convention Center to Austin Shields, authorize Notice of Award, and authorize the Mayor to sign LCCC Groundskeeping Independent Contractor Agreement.
- C. Authorize the Mayor to sign CDBG grant agreement for \$1.275M for Jefferson Street Extension into Popo Agie River Park
- D. Authorize Mayor to sign Notice of Award and Construction contract with Gregco LLC in the amount of \$553,146.24 for the Gannett Peak Sidewalk project TAP grant CD21510
- E. Authorize Mayor to sign the Contract Amendment for Professional Services with Ayers to extend the Master Plan product deadline date.
- F. Authorize the Mayor to sign the Business Association Agreement between the City of Lander and Willis Towers Watson Insurance Services West, Inc for health insurance administrative services.
- G. Untable and approve Lift Recommendations to fund Lander Girls Softball League Complex Improvements
- H. Approve and authorize the Mayor to sign the Lander Municipal Airport Hangar Space Land Lease Agreement between the City of Lander and Matt Ramsey for space no. 207.
- I. Nominate and Elect Council President

11. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

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

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

Work Sessions:

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

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

All meetings are subject to cancellation or change.

CITY OF LANDER
240 LINCOLN ST
LANDER WY 82520
TELEPHONE 307-332-2870
NOTICE OF APPLICATIONS FOR
LIQUOR LICENSE RENEWALS

Notice is hereby given that the following liquor licensees' have filed an application for renewal in the office of the Clerk of the City of Lander, Wyoming for the following described place and premises, to-wit:

AMERICAN PIZZA PARTNERS LP, PIZZA HUT
670 E MAIN ST, LANDER, WY
SE1/4, SW1/4, SEC 17, T33N, R99W, FREMONT COUNTY, C GENERAL COMMERCIAL

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LOT 2 W10 & LOT 3 E 40, ORIGINAL TOWN OF LANDER BLK 17, C GENERAL COMMERCIAL DISTRICT

EL SOL DE MEXICO INC, EL SOL DE MEXICO
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EL VAQUERO 2 MEXICAN GRILL & CANTINA INC.
720 E MAIN ST., LANDER WY 82520
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1 GOLF COURSE DR, LANDER, WY
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 135 E MAIN ST, LANDER, WY
 PT OF SEC 18, T33N, R99W, 6TH P.M. & LOT 2, RIVER PLACE TOWNHOMES, CITY OF LANDER

MIDDLE FORK INC, (THE)
 351 MAIN ST, LANDER, WY
 LOT 7, BLOCK 23, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL

MINI MART INC, LOAF N JUG #155,
 195 W MAIN ST, LANDER, WY
 LOTS 9 & 10, BLOCK 21, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

MR DS FOOD CENTER,
 725 MAIN ST, LANDER, WY
 LOTS 16 & 17, VACATED ALLEY OF BLOCK 27, EARL & FARLOW ADDITION, C GENERAL COMMERCIAL

MULINO BRISTO, LLC
 129 MAIN ST, LANDER, WY
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 NE1/4 NE1/4 OF SEC 13, T33N, R100W, 6TH P.M., CITY OF LANDER, ZONED C-GEN COMM DIST

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ZANDERS CATERING INC.,
740 E MAIN ST, LANDER, WY
SESW SEC 17, T33N, R99W

Any protests, if any there are, against the issuance of such a license, will be heard at 6:00 p.m. on the 14th day of January 2025 at Lander City Hall, 240 Lincoln Street, Lander, Wyoming 82520.

Rachelle Fontaine
City Clerk

PUBLISH: Lander Journal
December 28, 2024 and January 4, 2025.

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

FOR LIQUOR DIVISION USE		
Customer #:		Section 4, Item A.
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City / Town / County Clerk

License Fees	Annual Fee:	\$		Local License #:	#10 Retail
	Prorated Fee:	\$		Date filed with clerk:	12 / 9 / 2024
	Transfer Fee:	\$	100.00	Advertising Dates: (2 Consecutive Weeks Prior to Hearing)	12/28/2024 & 1/4/2025
	Publishing Fee:	\$	80.00	Public Hearing Date:	1 / 14 / 2025
Publishing Fee Direct Billed to Applicant: ☒					
License Term:	1 / 15 / 2025	Through	2 / 20 / 2025		
	Month Day Year		Month Day Year		

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

Applicant (Business Name):	BAILEY ENTERPRISES INC.		
Doing Business As (DBA) / Trade Name:	PIT STOP 6 LLC		
Building to be licensed / Building Address:	730 EAST MAIN STREET		
	(Address Number, and Suite or Unit Number, and Street or Road Name)		
	LANDER	WY	82520 FREMONT
	City	State	Zip County
Local Mailing Address:	PO BOX 1326		
	(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)		
	RIVERTON	WY	82501 FREMONT
	City	State	Zip County
Local Business Telephone Number:	307 335-5621	Fax Number:	307-856-1239
Business E-Mail Address:	mbailey@gowithbailey.com		
Business Primary Contact:	MICHAEL V.	BAILEY	
	First Name	Last Name	

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

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

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

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))	
☒ FULL TIME	MONTHS OF OPERATION from JAN to DEC ☒ All Year (Jan-Dec)
☐ SEASONAL	DAYS OF WEEK OF OPERATION from MON to SUN ☒ Every Day (Mon-Sun)
☐ NON-OPERATIONAL / PARKED	HOURS OF OPERATION from 5AM to 2AM ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

Section 4, ItemA.

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

Does the Applicant own or lease the licensed building?

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

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

☒ YES (lease)

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

- (i) Lease term expiration date; located on page 3 paragraph 6.

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

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page 2-3 paragraph 2.

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

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

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

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

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

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

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

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

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

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

☐ YES ☒ NO

☐ YES ☒ NO

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

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

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

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

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

☐ YES ☐ NO

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

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

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

Does the resort complex:

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

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

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

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

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

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

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

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

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

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

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

- (a)

Has the fraternal organization been actively operating in at least thirty-six (36) states?

☐ YES ☐ NO
- (b)

Has the fraternal organization been actively in existence for at least twenty (20) years?

☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

- (a)

Does the Veteran’s organization hold a charter by the Congress of the United States?

☐ YES ☐ NO
- (b)

Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

- (a)

Does the golf club have more than fifty (50) bona fide members?

☐ YES ☐ NO
- (b)

Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse?

☐ YES ☐ NO
- (c)

Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course?

☐ YES ☐ NO
1.

Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e)

☐ YES ☐ NO
2.

If YES, is a copy of the food and beverage contract or lease attached?

☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

- (a)

Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

☐ YES ☐ NO
- (b)

Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐ YES ☐ NO
- (c)

Is the club qualified as a tax-exempt organization under the Internal Revenue Service?

☐ YES ☐ NO
- (d)

Has the club been in continuous operation for a period of not less than one (1) year?

☐ YES ☐ NO
- (e)

Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?

☐ YES ☐ NO
- (f)

Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐ YES ☐ NO
- (g)

Is a true copy of the club bylaws attached to this application?

☐ YES ☐ NO
- (h)

Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached)

☐ YES ☐ NO

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
MICHAEL V. BAILEY	4-10-1960	2004 WEST PARK AVE. RIVERTON, WY 82501	307-851-5171	48	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

- REQUIRED ATTACHMENTS:
- ☒

A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☒

If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☒

A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐

Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐

If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐

If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

COUNTY OF FREMONT) SS.

Signed and sworn to before me on this 4TH day of DECEMBER, 2024 that the facts alleged in the foregoing instrument are true by the following:

1)

(Signature)

MICHAEL V. BAILEY

PRESIDENT

2)

(Signature)

3)

(Signature)

4)

(Signature)

5)

(Signature)

Witness my hand and official seal:

KASSIE R. HOLDREN

Signature of Notary Public

My commission expires: January 10, 2030



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

NOTICE OF APPLICATION FOR
LIQUOR LICENSE
TRANSFER OF OWNERSHIP
RETAIL #10

Notice is hereby given that on the 9th day of December, 2024, Bailey Enterprises Inc d/b/a Pit Stop 6 LLC., 730 East Main Street, Lander, Wyoming, filed an application for transfer of ownership of Retail License #10 held by WR Holding LLC, d/b/a Zanders in the office of the Clerk of the City of Lander, Wyoming for the following described place and premises, to-wit:

RETAIL LIQUOR LICENSE

Retail Liquor License #10
Bailey Enterprises Inc d/b/a Pit Stop 6 LLC., 730 East Main Street, Lander, 82520
Application Filed on 9th day of December 2024
SE1/4SW1/2 OF SEC 17, T33N, R99W, 6TH PM, FREMONT COUNTY, WY
COMMERCIAL

Any protests, if any there be, against the issuance of such license will be heard at the hour of 6:00 p.m. on the 14th day of January 2025 at the Lander City Hall Chambers 240 Lincoln, St, Lander, Wyoming 82520.

Rachelle Fontaine
City Clerk

PUBLISH: Lander Journal
December 28, 2024 and January 4, 2025

LANDER CITY COUNCIL		
LIAISON APPOINTMENTS 2023-24		
Committee or Board	Meeting Times	Council Liaison
Chamber of Commerce	3rd Wednesday 7:00 a.m. - Chamber	John Larsen
Golf Course Board	1st & 3rd Mondays 6:00 p.m. - Golf Course	Dan Hahn
Housing Authority Board	3rd Wednesday 1:30 p.m. - City Hall	RaJean voting member, Charri, Mayor
Lander Old Timer's Rodeo Association (LOTRA)	1st Wednesday 6:00 p.m. - County Commission Rm	John Larsen
Planning Commission/Board of Adjustments	1st & 3rd Thurs 6:00 p.m. City Hall	Missy White
Popo Agie Conservation District (PACD)	1st Wednesday 11:00 a.m. - PACD Office	Julia Stuble
Senior Center Board	2nd Tuesdays, 10:00 am - Senior Center	Missy White
Urban Systems	Annually/Called When Needed - City Hall	Josh Hahn
Environment and Energy Task Force (EE Task force)	1st and 3rd Tuesdays 6:00pm - Lander Library	Julia Stuble
Board of Appeals	Newly formed in 2024, Called When Needed	
Fremont County School District #1	3rd Tuesday 6:00 pm - Admin Bldg	Melinda Cox
Fremont County Solid Waste Board	3rd Monday of Month 9:30 a.m. - Landfill	John Larsen voting member
Lander Economic Development Association (LEDA)	TBA	Melinda Cox
No liaison appointed to these boards		
Parks & Recreation Board (inactive)	inactive	
Lander Area Pathways Systems (LAPS)	inactive	
Urban Tree Board	reinstated 2024	Julie Stuble
1/2 cent Tax Committee (LIFT)	disbanded	
Lander District Rec Board	4th Tuesdays quarterly	No City representation (Anne, Lance)
Weed & Pest District Board	2nd Mondays - 10 am - Riverton office	Mayor, Sollie Cadman expires 12/2024
1% Optional Tax Committee	disbanded with IMS study	
Tiger Joint Powers Board	Called When Needed	Lance Hopkin voting member, James Whiting

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, December 10, 2024 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

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

2. **APPROVAL OF AGENDA**

Council President Cox moved to amend the agenda and add 11. New Business L. Approve and authorize the Mayor to sign Contract #245030 ARPA Health and Human Services 1394 Amendment 1 decreasing the total award amount to one million four hundred eighty thousand six hundred eighty-three dollars (\$1,480,683.00) and M. Contract #245370 ARPA Water and Sewer Grant 1105 Amendment 1 increasing the total grant award amount by one million seventy-four thousand three hundred thirteen dollars (1,074,313.00)

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

3. **PUBLIC HEARING** ORDINANCE 2025-3QWEST CORPORATION d/b/a CENTURYLINK QC FRANCHISE AGREEMENTAN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION d/b/a CENTURYLINK QC ON BEHALF OF ITSELF AND ITS AFFILIATES (“CENTURYLINK”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“SYSTEM”) IN THE CITY OF LANDER, WYOMING

- A. Mayor Richardson opened the hearing at 6:02 PM
- B. The City Clerk introduced and outlined the Ordinance.
- C. Public comment: None
- D. Mayor Richardson closed the hearing at 6:04 PM.

4. **COMMUNICATION FROM THE FLOOR**

A. Public Comment

Janelle Hahn addressed the Council urging them to follow the will of the residents who elected them and spoke in opposition to the award of money for the NOLS party and the proposed zoning changes. She emphasized needs over wants.

Kathleen Averil quoted the Wyoming Statute concerning amending Ordinances. She stated that the action has to have as many members present as there were when the original ordinance passed to be amended. Accordingly, two council members need to remove themselves to prevent its passage.

Charles Woolwine presented Wyoming statistics on the number of residents owning firearms, depression, alcohol use, and suicide rates. residents 245 firearms inordinate amount of depression.

Chad Cassady stated that the City Council should not vote on the Zoning changes until the 2024 Master Plan survey results are available. At the end of the last council meeting, Councilmember White stated this is about revenue.

5. **PROCLAMATIONS**

- A. Margaret Appleby Proclamation
- Council President Cox read and presented the Margaret Appleby Proclamation.

6. MAYOR AND COUNCIL UPDATES

Councilmember White provided an update on the Senior Citizen Center. The Wreathes Across America placement is this Saturday, Light Up Lander was fantastic. The High School Sound of Music production was amazing. Air Service is likely to top the highest enplanements.

Councilmember D Hahn commented that people are not happy with the Council pushing the spending 1/2 cent economic tax and Title 4 zoning changes. Lander needs a mayor and council to listen to the majority and do the right thing. The people voted the tax down. He will be voting no on Title 4. The City needs to look at building codes as well.

Council President Cox provided an update on LEDA and the MOU. Liaison positions will be coming up and a new Council President as well. There are a couple of basketball tournaments coming to town that will increase traffic.

Councilmember Stuble explained that public comment can feel awkward when there is no Council response at public comment. The Master Planning survey is also looking at transportation and parks and rec. She agrees with the public comment to obtain the housing input prior to voting on Title 4. She encouraged people to take the survey. Lastly, she provided an update on the Popo Conservation District Election.

Councilmember J Hahn has heard from a number of people about the NOLS vote. He discussed the possibility that a councilmember works or worked for NOLS and is unsure if that is a conflict of interest. Civil City Attorney Adam Phillips would need to know specifics so he could discuss it in more detail.

7. STAFF REPORTS

Chief of Police Scott Peters provided an update on the police vehicles and the design which might be modified.

Assistant Public Works Director Hunter Roseberry responded to Council President Cox inquiry about the meeting with the FCDS1- the meeting was last Thursday and the meeting with the Girls Softball is scheduled for Monday.

Assistant Mayor RaJean Strube Fossen Anne Even wanted to thank everyone for helping with Light Up Lander.

City Treasurer Charri Lara commented that she is retiring and the City will start to advertise her position.

City Clerk Rachelle Fontaine updated the Council on ice skating positions, advertising the RFP Grounds keeping, and the part -time temp office clerk,

8. CONSENT AGENDA

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

ROCKY MOUNTAIN POWER ELECTRICITY 18488.01,LANDER ELKS LODGE #2317 CHRISTMAS SILENT AUCTION 1000,ROCKY MOUNTAIN POWER STORAGE TANK REPLACEMENT 2473,EMPLOYEE REIMBURSEMENTS TRAVEL 384,EMPLOYEE REIMBURSEMENTS TRAVEL 384,EMPLOYEE REIMBURSEMENTS TRAVEL 432,QUADIENT INC POSTAGE 1000,WATER REFUNDS WATER REFUNDS 134.53,BLACK HILLS ENERGY GAS 7832.89,MASTERCARD HOUSEKEEPING SUPPLIES 101.25EMPLOYEE BENEFIT 63.61,MASTERCARD SUPPLIES 40HOUSEKEEPING SUPPLIES 58.9HOUSEKEEPING SUPPLIES 108.48DUES 170SUPPLIES 20SUPPLIES 72.78TELEPHONE

897.73SUPPLIES 1721.98SUPPLIES 541.3SUPPLIES 211.86SUPPLIES 80PROFESSIONALS
249SUPPLIES 155.7,MASTERCARD SUPPLIES 153.6OPERATION/ MAINTENANCE STREETS
25.17VEHICLE REPAIR -33.87OPERATION/ MAINTENANCE STREETS 6.83VEHICLE REPAIR
67.01OPERATIONS AND MAINTENANCE -2.53TRAVEL -0.53OPERATION/ MAINTENANCE STREETS
8.99TREE MAINTENANCE 582OPERATION/ MAINTENANCE STREETS 12.58VEHICLE REPAIR
286.09OPERATION/ MAINTENANCE STREETS 21.1OPERATION/ MAINTENANCE STREETS
7.17OPERATION/ MAINTENANCE STREETS 17.98SUPPLIES -1836.17SUPPLIES/TOOLS & EQUIP
167TRAVEL -16.64VEHICLE REPAIR 45.48,MASTERCARD TUITION & REGISTRATION 208FIRE
EQUIPMENT MAINTENANCE 109.95OPERATIONS AND MAINTENANCE 49.8OPERATIONS AND
MAINTENANCE 67.28WW LAB/TESTING 309TOOLS & SHOP SUPPLIES 32.98TUITION &
REGISTRATION 70PROF AND CONSULTING 23.99OPERATIONS AND MAINTENANCE
14.94IMPROVEMENTS 65.84TRAVEL 37.42TRANSPORTATION 4604.33TUITION & REGISTRATION
150WW-OPERATIONS & MAINTENANCE 324.21IMPROVEMENTS 1519.98WATER SAMPLES
TESTING 75CREDIT CARD REDEMPTION -3465SUPPLIES 107.98BUILDING MAINTENANCE
55.1BUILDING MAINTENANCE 137.64NEW ASSETS 46.99OPERATIONS AND MAINTENANCE
143.08OPERATIONS AND MAINTENANCE 19.99OPERATIONS AND MAINTENANCE
17.09ADVERTISING 2727.94TUITION & REGISTRATION 15PROF AND CONSULTING
250OPERATIONS AND MAINTENANCE 5TUITION & REGISTRATION 106TRAVEL 30.71FIRE
PREVENTION 63.26SUPPLIES 168.89BUILDING MAINTENANCE 559.36EQUIPMENT REPAIR
33.92WATER SAMPLES TESTING 163EMPLOYEE BENEFIT 70.37OPERATIONS AND MAINTENANCE
9.95MAINTENANCE 302.02IMPROVEMENTS 2090.97DUES 1253.34SAFE. EQUIP. & BARRICADE
275.94SUPPLIES 312.84IMPROVEMENTS 1708.84OPERATIONS AND MAINTENANCE 24.99WW-
OPERATIONS & MAINTENANCE 19.98OFFICE EQUIP SUPPLIES & MAINT 639.99SUPPLIES
169.99SUPPLIES 15.29OPERATIONS AND MAINTENANCE 29.88SUPPLIES 418.42SUPPLIES
202.18OPERATIONS AND MAINTENANCE 86.3OPERATIONS AND MAINTENANCE
24IMPROVEMENTS 1849SUPPLIES 58.99OPERATIONS AND MAINTENANCE 67.25TRAVEL
415.84OPERATIONS AND MAINTENANCE 12.5OPERATIONS AND MAINTENANCE 87.99TUITION &
REGISTRATION 35TUITION & REGISTRATION 2641PROF AND CONSULTING 700DUES 514TRAVEL
53,MASTERCARD COMMUNITY DEVELOPMENT 119.99TELEPHONE 1654.79TUITION &
REGISTRATION 240TELEPHONE 262.89TELEPHONE 899TRASH COLLECTION 2167.44TELEPHONE
235.75TELEPHONE/INTERNET 362.83TRAVEL 655.84COMMUNITY DEVELOPMENT
151.26TELEPHONE 1706.4WATER UTILITY BILLING 695.45TRAVEL 605.84TELEPHONE & INTERNET
135.98TELEPHONE 221.5BUILDING MAINTENANCE 2704.48BUILDING MAINTENANCE
329.99SUPPLIES 32.97TELEPHONE 2079.82SUPPLIES 27.7SUPPLIES 38.62TELEPHONE
181.04,MASTERCARD VEHICLE REPAIR 24.08INVESTIGATIVE FUNDS 12.91SUPPLIES
16.48BUILDING MAINTENANCE 127.38VEHICLE REPAIR 51.15TOOLS & SHOP SUPPLIES
227.01VEHICLE REPAIR 73.35SUPPLIES 133SHOP SUPPLIES 15.99SUPPLIES 79.92VEHICLE REPAIR
103.74VEHICLE REPAIR 78.81VEHICLE REPAIR 37.62SHOP SUPPLIES 25.19VEHICLE REPAIR
79.2NEW ASSETS 730.46VEHICLE REPAIR 149.53NEW ASSETS 29.99SUPPLIES 163.91SUPPLIES
247.2VEHICLE REPAIR 357.02TRAVEL 69.05TOOLS & SHOP SUPPLIES 224.85REPAIR AND
MAINTENANCE SERVICE 15.3TOOLS & SHOP SUPPLIES 193.45SUPPLIES 100.67TURF & GROUNDS
MAINTENANCE 748.89BUILDING MAINTENANCE 52.15TELEPHONE & INTERNET
135.98INVESTIGATIVE FUNDS 165.59SUPPLIES 39.53VEHICLE REPAIR 147.35IMPROVEMENTS
1269.99VEHICLE REPAIR 144.83VEHICLE REPAIR 74.17REPAIR AND MAINTENANCE SERVICE
56.5VEHICLE REPAIR 183.61,CITY SERVICE VALCON FUEL 17459.57,ADAM E PHILLIPS ATTORNEY
AT LAW GENERAL ATTORNEY 5000,ADVANCED HEATING INC. OPERATION/ MAINTENANCE
STREETS 6987,ALERT 360 BUILDING MAINTENANCE 252,ALSCO LINENS 34.3LINENS 86.81LINENS
145.22LINENS 296.81,APPARATUS EQUIPMENT & SERVICE FIRE EQUIPMENT MAINTENANCE
4928.78FIRE EQUIPMENT MAINTENANCE 3872,ATEC FUND EQUIPMENT REPLACEMENT
14316.53FUND EQUIPMENT REPLACEMENT 14328.68FUND EQUIPMENT REPLACEMENT
14559.97,AYRES ASSOCIATES INC PROF AND CONSULTING 9752.1,BADGER METER INC METER
REPLACEMENT 1526.4,BALSAMROOT ROASTERS LLC ECONOMIC DEVELP PROJECTS
14021.25,BEACON ATHLETICS LLC NEW ASSETS 12399,CASELLE INC PROF. & TECHNICAL SERVICE
1000,CITY OF RIVERTON AIR TRANSPORTATION 46335.79,CITY PLUMBING & HEATING BUILDING
MAINTENANCE 395.65REPAIRS 1624.64,COMMUNICATION TECHNOLOGIES STORAGE TANK
REPLACEMENT 2449,CROELL INC OPERATIONS AND MAINTENANCE 2289.94OPERATIONS AND
MAINTENANCE -11OPERATIONS AND MAINTENANCE 474.5OPERATIONS AND MAINTENANCE
200OPERATIONS AND MAINTENANCE -119.38,DEPT OF ENVIRONMENTAL QUALITY FUEL
400,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 65EMPLOYEE SCREENING 165,EATON
SALES & SERVICE BUILDING MAINTENANCE 1168.5,DOWL PROFESSIONAL FEES
1975.82,FAIRFIELD TREE AND LAWN CARE COMMUNITY CENTER MAINTENANCE 7000,FLEX

SHARE BENEFITS HRA EMPLOYEE ACCOUNTS 1000EMPLOYEE BENEFIT 250.9,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 35.4OPERATION/ MAINTENANCE STREETS 273,FREMONT COUNTY ASSN OF GOV GROUND TRANSPORTATION 23167.89,FREMONT COUNTY TREASURER DISPATCH 18195.05,GOBLE SAMPSON ASSOC OPERATIONS AND MAINTENANCE 1436,HACH COMPANY OPERATIONS AND MAINTENANCE 836.2,HAMILTON LAND SURVEYING, INC PROF AND CONSULTING 7329.5,HDR ENGINEERING INC PROFESSIONAL FEES 5965STORAGE TANK REPLACEMENT 10212.55PROFESSIONAL FEES 1941.25PROFESSIONAL FEES 6330PROFESSIONAL FEES 17878.75PROFESSIONAL FEES 1655PROF AND CONSULTING 1292.5,HIGH COUNTRY CONSTRUCTION STORAGE TANK REPLACEMENT 571080.46,HOMETOWN OIL FUEL 234.22FUEL 343.29,HSI WORKPLACE COMPLIANCE SOLUTIONS INC SAFETY EQUIP & SUPPLIES 400SAFETY EQUIP & SUPPLIES 10108.38,L N CURTIS & SONS UNIFORMS 81.21,LANDER CHAMBER OF COMMERCE COMMUNITY PROGRAMS 15000,LANDER FREE MEDICAL ECONOMIC DEVELP PROJECTS 2004.01,LANDER VALLEY AUTO PARTS VEHICLE REPAIR 75.32,LISA KISLING LAW OFFICE LLC PROFESSIONALS 167.76,MASA EMPLOYEE BENEFIT 912,METRON FARNIER METER REPLACEMENT 20944.47,NORCO INC SHOP SUPPLIES 99.92SHOP SUPPLIES 100.75,NORTHWEST PIPE FITTINGS OPERATIONS AND MAINTENANCE 830.86OPERATIONS AND MAINTENANCE 166.03OPERATIONS AND MAINTENANCE 36.72,O'REILLY AUTO PARTS VEHICLE REPAIR 5.04,PATRICK CONSTRUCTION INC OPERATIONS AND MAINTENANCE 25563,PREMIER VEHICLE INSTALLATON INC VEHICLE REPAIR 153.6,RDO EQUIPMENT CO VEHICLE REPAIR 319.24,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 3255,STRIKE CONSULTING GROUP PROFESSIONAL FEES 4241.25WW-OPERATIONS & MAINTENANCE 821.25PROF. & TECHNICAL SERVICE 5256.25PROFESSIONAL FEES 3008.75FLOOD DAMAGE REPAIR - FEMA 1546.25,SWEETWATER AIRE BUILDING MAINTENANCE 334.62,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 3842.5,THE LIGHTNER SAMS FOUNDATION OF WY DONATIONS 84000,TYLER TECHNOLOGIES PROF. & TECHNICAL SERVICE 4911.86,USDA - FOREST SERVICE OPERATIONS AND MAINTENANCE 337.02,WALLER TECIA CLEANING SERVICES 4500,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 3507.74,WHITING LAW PC PROFESSIONALS 612.5,WYDOT - AERONAUTICS DIVISION SEAL COAT & MARK 13437.08,WYDOT - FUEL TAX DIVISION FUEL 50,WYOGLOSS LLC VEHICLE REPAIR 357.98VEHICLE REPAIR 178.53,WYOMING ASSN OF RURAL WATER TUITION & REGISTRATION 495,WYOMING MACHINERY CO. VEHICLE REPAIR 295.82VEHICLE REPAIR 75.26,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 637.5,WYOMING STATE FIREMEN'S ASSN. STATE MEET. ASSN. 2010,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 4977.36,REWORX PROF AND CONSULTING 3615,SUMMIT FIRE & SECURITY PROF FEES COMPUTER 1484.38,SUMMIT WEST CPA GROUP, P.C. PROF. & TECHNICAL SERVICE 12100,METRON FARNIER METER REPLACEMENT 294943.49, PARTTIME WAGES CEMETERTY 167.65, MUNIICPAL COURT 1,370.25, PARKS 1,749.00, POLICE 1,584.00, WEED AND PEST 4,385.96, AFLAC 467.29, CSSW 1,554.50, Colonial 232.55, Payroll Taxes 86,388.85, Def Comp 7, 115, Flexshare 866.67, Trustmark 394.65, WEBT 86, 298.28, Workers Compensation 5,126.49, UNIM 16.70, WRS 59,607.34.

Councilmember Larsen recused himself as he has an Airport Hangar Lease renewal.

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

10. OLD BUSINESS (ACTION ITEMS)

- A. Approve the third and Final Reading of Ordinance 2024-8 Repealing City of Lander Municipal Code Title 4-Zoning Sections 4-1-1 through 4-15-9 in its Entirety and Replacing it with Title 4-Planning and Zoning.
- The motion was made by Councilmember Larsen and seconded by Councilmember Stuble.
- DISCUSSION: Council President Cox stated there were questions she had during this process that did not sway her to a yes. How rezoning affects the market, the consumers, the response to zoning, control over the cost of materials, and rent-seeking behavior are considerations. She discussed short-term rentals and long-term rentals. Lander has a high housing cost. The average cost of a home is \$488,000. There is a problem when affected constituents are not able to move. Councilmember D Hahn commented long-term and short-term rentals do affect home buyers. He thinks the zoning we have in place now is fine. These changes are too extreme. Councilmember J Hahn stated that the infastructure is not prepared for these changes. We need to make it better and possibly in the future changes can happen. Councilmember Stuble commented there is so much in this decision. She does not see this to be the only solution. There are so few things the Clty can control and this is one, even if it is a small piece. She is proud of the changes made to the ordinance during this process- parking being one.

Councilmember White commented that this is this is challenging and speaks to a dicotomy in the community. The current structure and density does not work finacially. Councilmember D Hahn commented about the The Lander Chamber's presentation to the Council. Most of the people who support this are not going to be impacted. Councilmember Larsen stated this is a tough decision.

Councilmembers Voting Yea: White, and Stuble. Councilmembers voting Nay: Larsen, Cox, D Hahn, J Hahn. Motion fails.

City Clerk Fontaine commented that the Ordinance Notice of passage was scheduled sent to be published in Wednesday's paper and a retraction would be immediately sent stating that was in error and in fact the Ordinance failed.

- B. Approve the third and final reading of Ordinance 2025-1 Amending Title 13, Section 13-12-1, Street, Right-of-

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

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

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

11. NEW BUSINESS (ACTION ITEMS)

- A. Approve Resolution 1347 AUTHORIZING SUBMISSION OF GRANT APPLICATION TO FEMA FOR THE PURPOSE OF LANDER VOLUNTEER FIRE DEPARTMENT ENGINE No. 6 REPLACEMENT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF LANDER

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

- B. Approve Resolution 1348 AUTHORIZING AN APPLICATION TO WYOMING COMMUNITY GAS COMMUNITY IMPROVEMENT GRANT PROGRAM FOR THE 2025 REPLACEMENT OF THREE GAS CHARBROIL GRILLS AT CITY PARK (2) AND NORTH PARK (1)

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

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

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

- D. Resolution 1350 - Adopting City of Lander of Subdivision Regulations and repealing all previous resolution of the same subject and title.

The motion was made by Councilmember Larsen and seconded by Councilmember D Hahn. Councilmember Stuble moved to amend the resolution and delete the second whereas clause. Civil City Attorney Adam Phillips explained to the Council their options as Title 4 did not pass. Councilmember Stuble withdrew her motion to amend.

Councilmember J Hahn moved to table Resolution 1350 to the March 11, 2025, Regular City Council meeting. Councilmember White seconded the motion. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

- E. Resolution 1351- Adopting City of Lander Supplements to the WY Public Works Standard Specification and Details and repealing all previous resolutions of the same subject

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

- F. Approve and authorize the Mayor to sign the Pushroot Garden two year lease renewal

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

- G. Approve HSI Safety Training renewal and SDS in the total amount of \$10,108.38 and addition of the new manager learning pathway pathway in the amount of \$400 for ten employees.

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

- H. Approve and authorize the Mayor to sign Lander High Pressure Water Systems Upgrades Phase III Projects Change Order No. 3 granting High County Construction and additional 50 calendar days plus winter but no later than April 15, 2025 for substantial completion.

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

- I. Approve and authorize the Mayor to sign Amendment to Owner-Engineer Agreement Amendment No. 3 for an additional \$71,000.00 in additional HDR engineering fees to complete the High Pressure Water Systems Upgrades Phase III Project.

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

- J. Approve and authorize the Mayor to sign Ardurra Task Order No. 2024-1 dated December 10, 2024 for the Apron Reconstruction Design Project.

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

- K. Ratify the 1985 transfer of a 1975 Ford Bronco from the City of Lander to the Lander Ambassadors and authorize transfer of title.

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

- L. Approve and authorize the Mayor to sign Contract #245030 ARPA Health and Human Services 1394 Amendment 1 decreasing the total award amount to one million four hundred eighty thousand six hundred eighty-three dollars (\$1,480,683.00).

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

- M. Contract #245370 ARPA Water and Sewer Grant 1105 Amendment 1 increasing the total grant award amount by one million seventy-four thousand three hundred thirteen dollars (1,074,313.00)

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

12. EXECUTIVE SESSION

The motion was made by Councilmember White to enter executive session to discuss litigation and seconded by Council President Cox. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed. The Council entered Executive Session at 7:33 PM.

The motion was made by Councilmember White to exit executive session and seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed. The Council exited Executive Session at 7:38 PM.

13. ADJOURNMENT

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

Being no further business to come before the Council, the meeting was adjourned at 7:39 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

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71 CONSTRUCTION CO	Paving	41,042.85
Total 71 CONSTRUCTION CO (2):		41,042.85
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		5,000.00
ADVANCED HEATING INC.	Heater repair in shop	2,343.00
Total ADVANCED HEATING INC. (1417):		2,343.00
ALSCO	Community Center Linens	77.98
ALSCO	Community Center Linens	34.30
Total ALSCO (917):		112.28
ANGEL ARMOR	Body Worn Vests, Carriers and Armor. \$7,650.0	26,321.26
Total ANGEL ARMOR (1474):		26,321.26
APPLIED CONCEPTS INC	3 Radars. \$6,000 was already reimbursed by Hi	7,509.48
Total APPLIED CONCEPTS INC (1469):		7,509.48
ARTERY CONSTRUCTION	Customer costs advanced	5,342.13
Total ARTERY CONSTRUCTION (37):		5,342.13
ATEC	Police Car Fitting	15,226.78
Total ATEC (1468):		15,226.78
AYRES ASSOCIATES INC	Master Plan by Ayres - Professional Services thr	13,091.50
Total AYRES ASSOCIATES INC (1434):		13,091.50
BADGER METER INC	Beacon Mobile Hosting & Annual Login License	1,376.40
Total BADGER METER INC (44):		1,376.40
BALSAMROOT ROASTERS LLC	1/2 Recipient	1,781.75
Total BALSAMROOT ROASTERS LLC (1465):		1,781.75
BEACON ATHLETICS LLC	Freight for Bleachers	3,700.00
Total BEACON ATHLETICS LLC (1470):		3,700.00
BILL JONES PLUMBING & HEATING INC	Toilet Repair - Museum	136.12
Total BILL JONES PLUMBING & HEATING INC (57):		136.12
BLACK HILLS ENERGY	Acct #3608 1654 36 DEC2024	1,006.04
BLACK HILLS ENERGY	Acct #3608 1654 36 DEC2024	1,462.18
BLACK HILLS ENERGY	Acct #3608 1654 36 DEC2024	3,352.37
BLACK HILLS ENERGY	Acct #3608 1654 36 DEC2024	789.23
BLACK HILLS ENERGY	Acct #3608 1654 36 DEC2024	3,204.04
BLACK HILLS ENERGY	Acct #3608 1654 36 DEC2024	44.04

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Total BLACK HILLS ENERGY (465):		9,857.90
BOYLE ELECTRIC	Cold Storage to Warm Storage	2,133.38
BOYLE ELECTRIC	Install roof clips, heat trace, end seal kit and mo	5,517.80
BOYLE ELECTRIC	VFD replacement labor and parts	24,890.00
Total BOYLE ELECTRIC (1229):		32,541.18
CASELLE INC	Source Code Escrow	200.00
Total CASELLE INC (86):		200.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement DEC2024	1.47
CENTRAL BANK & TRUST	Petty Cash Reimbursement DEC2024	105.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement DEC2024	248.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement DEC2024	6.25
CENTRAL BANK & TRUST	Petty Cash Reimbursement DEC2024	123.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement DEC2024	60.00
CENTRAL BANK & TRUST	Ice Rink Start up Money	495.00
CENTRAL BANK & TRUST	Fireman Pay night	19,975.00
Total CENTRAL BANK & TRUST (96):		21,013.72
CITY PLUMBING & HEATING INC	served boiler in rural water house	303.94
CITY PLUMBING & HEATING INC	Cold storage heating	1,709.04
Total CITY PLUMBING & HEATING INC (105):		2,012.98
CIVICPLUS	Website Annual Subscription	4,848.00
CIVICPLUS	Municode - Annual Software January 1, 2025 to	1,700.00
Total CIVICPLUS (1226):		6,548.00
COMMUNITY CENTER REFUNDS	COMMUNITY CTR REFUND - LANDER ART C	300.00
Total COMMUNITY CENTER REFUNDS (1210):		300.00
CORP OF ENGINEERS	Flood Mitigation payment	13,500.00
Total CORP OF ENGINEERS (944):		13,500.00
CROELL INC	2' super blocks	600.00
Total CROELL INC (1452):		600.00
DORSETT TECHNOLOGIES INC	2 Pressure sensors for Ellis tank vault	1,523.96
Total DORSETT TECHNOLOGIES INC (1149):		1,523.96
DOWL	Engineering work to be reimbursed by CD23514	11,828.28
Total DOWL (147):		11,828.28
DRUG TESTING SERVICES LLC	employee screening	100.00
DRUG TESTING SERVICES LLC	employee screening	100.00
Total DRUG TESTING SERVICES LLC (148):		200.00
FAIRFIELD TREE AND LAWN CARE	Christmas Lights Install	5,700.00

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Total FAIRFIELD TREE AND LAWN CARE (1055):		5,700.00
FLEX SHARE BENEFITS	December 2024 Admin Fees	129.90
FLEX SHARE BENEFITS	December 2024 Admin Fees	129.90
Total FLEX SHARE BENEFITS (173):		259.80
FOSTER + FREEMAN USA INC	Crime-Lite Auto Forensic Evidence Camera	43,841.12
Total FOSTER + FREEMAN USA INC (1473):		43,841.12
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24
FREMONT COUNTY TREASURER	December jail bill	2,530.00
FREMONT COUNTY TREASURER	JAIL BILL	10,230.00
Total FREMONT COUNTY TREASURER (190):		30,955.05
FREMONT MOTOR COMPANY	Engine oil cooler and intake gaskets	218.96
FREMONT MOTOR COMPANY	PCV line	18.68
Total FREMONT MOTOR COMPANY (194):		237.64
HACH COMPANY	Testing reagent and Desiccant cartridges for Tur	410.25
HACH COMPANY	CL17 Chlorine reagents	916.20
Total HACH COMPANY (214):		1,326.45
HDR ENGINEERING INC	Tank and Pump Station Engineering	8,371.46
HDR ENGINEERING INC	CMAR Eng	13,418.75
HDR ENGINEERING INC	Misc Modeling and GIS	1,808.75
HDR ENGINEERING INC	Buena Vista Eng	4,066.25
HDR ENGINEERING INC	Rebidding Project	2,401.11
HDR ENGINEERING INC	Baldwin Creek Intersection Study	3,582.50
HDR ENGINEERING INC	Baldwin Creek Intersection Study	1,767.25
HDR ENGINEERING INC	Baldwin Creek Rd- Task 4a- Storm Water	14,390.75
Total HDR ENGINEERING INC (994):		49,806.82
HEIKKILA CONSTRUCTION LLC	punchlist for ceiling tiles and cabinets	550.00
Total HEIKKILA CONSTRUCTION LLC (1424):		550.00
HOMETOWN OIL	Premium Fuel	21.40
HOMETOWN OIL	Gas for Park and Rec	53.51
Total HOMETOWN OIL (230):		74.91
INQUIREHIRE	background screening	160.50
Total INQUIREHIRE (1087):		160.50
INTOXIMETERS	Sotoxa Drug Testing Machine	5,662.30
Total INTOXIMETERS (253):		5,662.30
JOE JOHNSON EQUIPMENT	Camera for vactor truck	200.00

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Total JOE JOHNSON EQUIPMENT (1341):		200.00
KLEEN PIPE LLC	clean and video s. 3rd street	4,192.46
KLEEN PIPE LLC	clean and video S. 3rd	7,895.80
KLEEN PIPE LLC	clean and video 300 blk of Market	1,725.37
KLEEN PIPE LLC	clean and video S. 4th	1,501.44
Total KLEEN PIPE LLC (1032):		15,315.07
LANDER ELKS LODGE #2317	Final payment for Elks - Christmas Party dinner	4,675.00
Total LANDER ELKS LODGE #2317 (1361):		4,675.00
LANDER FREE MEDICAL	1/2 Recipient	1,675.90
Total LANDER FREE MEDICAL (1458):		1,675.90
LONG BUILDING TECHNOLOGIES INC	Air handler repairs at LCCC over 3 days	3,603.87
Total LONG BUILDING TECHNOLOGIES INC (1295):		3,603.87
MASTERCARD	Supplies	20.00
MASTERCARD	CEU courses for Wastewater hours	169.90
MASTERCARD	Heater Filters	25.16
MASTERCARD	Spectrum Fiber Nov2024	449.50
MASTERCARD	Spectrum Fiber Nov2024	449.50
MASTERCARD	Acct #333888956 Oct & Nov 2024	166.06
MASTERCARD	Acct #333888960 Nov2024	242.66
MASTERCARD	PVC fittings for wtp house water feed line	5.96
MASTERCARD	cable for front counter computer	22.99
MASTERCARD	PE License Renewal	90.00
MASTERCARD	Lodging for Hunter, Dustin and Chris for WCBO	696.00
MASTERCARD	snap rings and pliers	51.52
MASTERCARD	plumbing parts for sewer ponds	27.88
MASTERCARD	toilet for sewer ponds building	319.85
MASTERCARD	WAM Winter Workshop Registration	265.00
MASTERCARD	2' super blocks	211.00
MASTERCARD	new toilet and water stop for streets	324.87
MASTERCARD	shop tools replace recip saw	286.56
MASTERCARD	sinks canyon curb box extension	138.94
MASTERCARD	sinks canyon service line	120.66-
MASTERCARD	sinks canyon service	120.66
MASTERCARD	sinks canyon service	120.66-
MASTERCARD	meter adapters	166.46
MASTERCARD	Phones - All	375.33
MASTERCARD	Phones - All	249.08
MASTERCARD	Phones - All	290.06
MASTERCARD	Phones - All	25.76
MASTERCARD	Phones - All	113.85
MASTERCARD	Booties and Hook rack	51.77
MASTERCARD	November 2024 2nd set of BacT samples	60.00
MASTERCARD	BacT sample for Mortimore Lane and Sinks Can	15.00
MASTERCARD	Copier supplies toners and calendars and filters	416.18
MASTERCARD	Desk Refund	1,269.99-
MASTERCARD	BacT Test on new Ellis Tank	15.00
MASTERCARD	Meeting Lift	37.35
MASTERCARD	sun visor	250.53
MASTERCARD	Printer for Front Counter	359.00
MASTERCARD	AAA batteries for office	11.01

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MASTERCARD	Flag and bulletin board strips for conference roo	205.99
MASTERCARD	Replacement printer for council chambers	359.00
MASTERCARD	keyboard for front counter	18.99
MASTERCARD	Supplies	30.98
MASTERCARD	CO Detectors - LOR Project	4,368.00
MASTERCARD	Supplies for Hunt Field taxiway markers	88.56
MASTERCARD	Replacement banner arms for Main Street Light	276.45
MASTERCARD	Prof fees - LLLC	249.00
MASTERCARD	4 stroke fuel and a flare plug for ice machine	44.95
MASTERCARD	Rubber flex coupling for bunker washer	8.99
MASTERCARD	Radio holders for the new radios	194.97
MASTERCARD	9 X plastic beaded chain cord for the airport win	80.43
MASTERCARD	planners, winter work gloves	246.10
MASTERCARD	Montior	158.00
MASTERCARD	Grinding wheel	7.41
MASTERCARD	Monitor Stands	137.13
MASTERCARD	Windows 10 expiring - computers to replace	14,279.83
MASTERCARD	Wago wire lever nuts, 1.25"" unions	58.63
MASTERCARD	large format map printing	111.17
MASTERCARD	City map print for conference room	49.49
MASTERCARD	Water Billing NOV2024	691.93
MASTERCARD	office supplies	284.78
MASTERCARD	WAM WINTER WORKSHOP REGISTRATION	265.00
MASTERCARD	thread lock, fuel treatment, oil	52.06
MASTERCARD	Travel for Training	61.30
MASTERCARD	Supplies	110.00
MASTERCARD	Supplies	215.24
MASTERCARD	December 2024 1st set of BacT samples	75.00
MASTERCARD	Gloves and garbage bags for cleaning Alum roo	53.47
MASTERCARD	Desk - Bld Insp	1,269.99
MASTERCARD	refund	183.61-
MASTERCARD	Form	480.00
MASTERCARD	Vehicle graphics	970.55
MASTERCARD	gasket x3 hose od tbolt	9.20
MASTERCARD	Tree Removal - Community Center	3,000.00
MASTERCARD	Community Center Tree Trimming	4,000.00
MASTERCARD	AWS for Stacker	23.22
MASTERCARD	Conference registration	265.00
MASTERCARD	Supplies	327.89
MASTERCARD	Dues	110.00
MASTERCARD	Conference	265.00
MASTERCARD	Training Lunch for Instructors	23.36
MASTERCARD	Christmas Tree Lights for Centennial Park	209.79
MASTERCARD	Light Up Lander Chamber Newsletter Insert	75.00
MASTERCARD	Uniforms	645.03
MASTERCARD	Supplies	40.00
MASTERCARD	Computer - Court	839.99
MASTERCARD	Monitors - Court	423.72
MASTERCARD	Screw gun extension - Babe Ruth backstop rem	11.99
MASTERCARD	GFCI Covers for Main Street treewells	125.63
MASTERCARD	Flat Hand Switches for Patrol Vehicle	53.90
MASTERCARD	Motel for Training	733.50
MASTERCARD	Patrol car dome lights	153.60
MASTERCARD	Randy Lutterman - 20 year gift	50.98
MASTERCARD	Trash Collection Nov. 2024	718.70
MASTERCARD	Trash Collection Nov. 2024	973.35
MASTERCARD	Trash Collection Nov. 2024	149.71
MASTERCARD	Trash Collection Nov. 2024	170.95
MASTERCARD	Trash Collection Nov. 2024	156.77
MASTERCARD	Trash	5.80

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MASTERCARD	RFQ advertisement for Farthing Slip	541.79
MASTERCARD	Postage evidence to crime lab 4038 and 39	12.50
MASTERCARD	Fuel for Travel	46.02
MASTERCARD	Fuel for Travel	49.79
MASTERCARD	Remote control for Centennial Park tree	25.99
MASTERCARD	Google Workspace Nov.2024	853.20
MASTERCARD	Google Workspace Nov.2024	853.20
MASTERCARD	Propane	35.91
MASTERCARD	Sink, fridge line repairs for city remodel	941.02
MASTERCARD	November wastewater testing	309.00
MASTERCARD	November Wastewater Sampling	345.00
MASTERCARD	November Wastewater Testing	309.00
MASTERCARD	November Wastewater Sampling	345.00
MASTERCARD	D batteries for hand sanitizer machine	13.99
MASTERCARD	extension cords for conf room	40.11
MASTERCARD	xmas auction items	221.92
MASTERCARD	Battery cleaner	11.98
MASTERCARD	Electrical repair	40.26
MASTERCARD	Mouse traps for wtp	13.94
MASTERCARD	Parts and tools for putting in bulkhead for house	46.13
MASTERCARD	jack for steamer trailer	49.99
MASTERCARD	Computer - court	839.99
MASTERCARD	Homicide Training Class- Jesse Mattocks	695.00
MASTERCARD	4.98 Gallons Non-Ethanol, unleaded fuel for sm	23.00
MASTERCARD	Filters for Stock	58.30
MASTERCARD	Oil and Brake fluid for stock	94.60
MASTERCARD	tie rod end	62.86
MASTERCARD	filters, floor dry, Howes diesel additive	177.97
MASTERCARD	trans filter and dex 6	124.96
MASTERCARD	brake clean, brake fluid, oil	200.62
MASTERCARD	Inverters and cables for MDT	260.57
MASTERCARD	DEF fluid for T1 and E9	27.98
MASTERCARD	tach cloth, PB blaster	37.64
MASTERCARD	brake master cylinder	128.22
MASTERCARD	squeegee and micro fiber towels	15.70
MASTERCARD	brake master cylinder	172.82
MASTERCARD	Tpm sensor's	109.98
MASTERCARD	filter housing ST-9	82.29
MASTERCARD	starting fluid sea foam	32.55
MASTERCARD	credit	105.92-
MASTERCARD	Drill oil	39.56
MASTERCARD	stock order	135.81
MASTERCARD	stock order	105.69
MASTERCARD	inner tie rod returning	45.41
MASTERCARD	relays for inverters	101.97
MASTERCARD	Supplies	20.00
MASTERCARD	Supplies	80.00
MASTERCARD	Fuel for Travel	31.66
MASTERCARD	e-coli testing for Oct. 2024	315.00
MASTERCARD	e-coli testing for Nov. 2024	270.00
MASTERCARD	Startup equipment parks	2,665.99
MASTERCARD	Ethanol Free Fuel	67.72
MASTERCARD	Service Contract	1,745.00
MASTERCARD	Service Contract	1,745.00
MASTERCARD	2 Leaf Rakes - City Park; 1 pack C Batteries for	56.67
MASTERCARD	Vonage December 2024	827.39
MASTERCARD	Vonage December 2024	827.40
MASTERCARD	Original Order: Replacement AED for Senior C	567.00
MASTERCARD	Coffee and Donuts for Training	33.96
MASTERCARD	AA batteries for plant use, propane tank heater f	115.18

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MASTERCARD	Hammer Drill bits and concrete screws	33.11
MASTERCARD	Peanut butter for mouse bait	2.49
MASTERCARD	Propane tank and tank fill	134.95
Total MASTERCARD (327):		62,002.77
MES ROCKY MOUNTAINS	Compressor CO Calibration and air sample	319.37
Total MES ROCKY MOUNTAINS (336):		319.37
METRON FARNIER	Meter Install	219,791.99
Total METRON FARNIER (1451):		219,791.99
MOST DEPENDABLE FOUNTAINS	Fountains Grant	15,825.00
Total MOST DEPENDABLE FOUNTAINS (876):		15,825.00
NORCO INC	Acct #GT871 mig gas and torch regulator	222.47
NORCO INC	Acct #GT871 Cylinder Rental	97.50
Total NORCO INC (364):		319.97
ONE CALL OF WYOMING	dig tickets for Dec. 2024	15.75
ONE CALL OF WYOMING	73539	43.50
Total ONE CALL OF WYOMING (374):		59.25
PAYMERANG LLC	Quarterly Service Agreement Fees July-Sept 20	310.00
PAYMERANG LLC	Quarterly Service Agreement Fees July-Sept 20	310.00
Total PAYMERANG LLC (1447):		620.00
PERFECT POWER INC	Annual Xmas light GFCI maintenance on Main	853.11
Total PERFECT POWER INC (762):		853.11
POPO AGIE CONSERVATION DISTRICT	2025 Garden Expo Sponsorship	200.00
Total POPO AGIE CONSERVATION DISTRICT (747):		200.00
PREMIER VEHICLE INSTALLATON INC	radar display cables	245.14
PREMIER VEHICLE INSTALLATON INC	VSS cables	310.56
Total PREMIER VEHICLE INSTALLATON INC (836):		555.70
REWORX	Contracted services for airtable functions	2,985.00
Total REWORX (1347):		2,985.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Work	1,567.50
Total RIVER OAKS COMMUNICATIONS CORP (1402):		1,567.50
RIVERTON TIRE & OIL CO	tires	908.84
RIVERTON TIRE & OIL CO	P225/60R18 Enforcer Winter tires	568.00
Total RIVERTON TIRE & OIL CO (431):		1,476.84
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 DEC2024	3,520.23

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ROCKY MOUNTAIN POWER	Acct #58604211-001 3 DEC2024	356.93
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 DEC2024	1,680.95
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 DEC2024	4,292.14
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 DEC2024	377.83
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 DEC2024	180.62
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 DEC2024	5,715.92
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 DEC2024	3,505.13
ROCKY MOUNTAIN POWER	Acct #58693041-001 2	10.10-
Total ROCKY MOUNTAIN POWER (435):		19,619.65
SENTINEL SECURITY	Repair of 2 cameras at Water Treatment Plant	142.50
Total SENTINEL SECURITY (1135):		142.50
SIMPLIFILE	yearly fee	99.00
Total SIMPLIFILE (1192):		99.00
STOTZ EQUIPMENT	Front pinion seal	27.30
Total STOTZ EQUIPMENT (824):		27.30
STRIKE CONSULTING GROUP	McFarlane Drive	2,791.25
STRIKE CONSULTING GROUP	MFPA Streamgaging	626.25
STRIKE CONSULTING GROUP	Developing and organizing a sanitary sewer vid	5,256.25
STRIKE CONSULTING GROUP	Project Management	2,827.50
STRIKE CONSULTING GROUP	Easement Review	326.25
Total STRIKE CONSULTING GROUP (1112):		11,827.50
SUMMIT WEST CPA GROUP P.C.	IT Services for Police	975.00
SUMMIT WEST CPA GROUP P.C.	2023-2024 Audit progress billing	5,000.00
SUMMIT WEST CPA GROUP P.C.	2023-2024 Audit progress billing	5,000.00
SUMMIT WEST CPA GROUP P.C.	IT Services for Police & Water Treatment Plant	779.21
SUMMIT WEST CPA GROUP P.C.	IT Services for Police & Water Treatment Plant	779.22
Total SUMMIT WEST CPA GROUP P.C. (1328):		12,533.43
THATCHER COMPANY	Tanker of Aluminum Sulfate	11,435.80
Total THATCHER COMPANY (498):		11,435.80
TWEEDS WHOLESALE CO.	concession restock and trash can liners	567.88
TWEEDS WHOLESALE CO.	maintenance supplies	316.03
Total TWEEDS WHOLESALE CO. (523):		883.91
USA BLUE BOOK	manhole bridge for jet truck	288.95
Total USA BLUE BOOK (532):		288.95
WALLER, TECIA	Maintenance at LCCC and City Hall	3,500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
Total WALLER, TECIA (1333):		4,500.00
WAMCO LAB INC.	wet test for the sewer ponds	2,300.00

Total WAMCO LAB INC. (548):		2,300.00
WATER REFUNDS	REFUND - WATER - DOEBELE	55.65
WATER REFUNDS	REFUND - WATER RHEANNA BURT	53.90
Total WATER REFUNDS (552):		109.55
WESTERN LAW ASSOCIATES	Trials-Prosecuting Atty	3,197.10
Total WESTERN LAW ASSOCIATES (559):		3,197.10
WHITING LAW PC	Dec 2024 Services	315.00
Total WHITING LAW PC (564):		315.00
WILLIAM H SMITH & ASSOC	S 9th Predesign Survey and Geotech	9,555.80
Total WILLIAM H SMITH & ASSOC (1058):		9,555.80
WWQPCA	Memberships for WWQ PCA	120.00
Total WWQPCA (591):		120.00
WYDOT	2025 License Plate Renewal	950.00-
Total WYDOT (594):		950.00-
WYDOT - FINANCIAL SERVICES	Cust #60 Fuel NOV2024	2,678.29
WYDOT - FINANCIAL SERVICES	Cust #60 Fuel NOV2024	375.56
WYDOT - FINANCIAL SERVICES	Cust #60 Fuel NOV2024	1,339.14
WYDOT - FINANCIAL SERVICES	Cust #60 Fuel NOV2024	1,339.14
WYDOT - FINANCIAL SERVICES	WYDOT Fuel DEC2024	2,309.07
WYDOT - FINANCIAL SERVICES	WYDOT Fuel DEC2024	223.21
WYDOT - FINANCIAL SERVICES	WYDOT Fuel DEC2024	1,154.53
WYDOT - FINANCIAL SERVICES	WYDOT Fuel DEC2024	1,154.53
Total WYDOT - FINANCIAL SERVICES (606):		10,573.47
WYOMING DEPT OF REVENUE	Sales tax on concessions 1-1-24 to 12-31-24	136.30
Total WYOMING DEPT OF REVENUE (605):		136.30
WYOMING MACHINERY CO.	Credit on Account	212.32-
WYOMING MACHINERY CO.	Credit on Account	6,863.18-
WYOMING MACHINERY CO.	Snow Blade	13,915.00
Total WYOMING MACHINERY CO. (610):		6,839.50
WYOMING RETIREMENT SYSTEM	Firefighter Retirement	618.75
Total WYOMING RETIREMENT SYSTEM (614):		618.75
WYOMING TAXPAYERS ASSN.	Dues	195.00
Total WYOMING TAXPAYERS ASSN. (617):		195.00
Grand Totals:		788,099.01

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

Part time employee gross wages by department for the pay period 11/19/2024 – 12/18/2024

Municipal Court = \$1,176.53

Police = \$1,936.00

December 31, 2024 Net Payroll

\$ 237,358.09

Transmittals		
	Aflac	\$ 467.29
	Child Support	\$ 1,554.50
	Colonial Life	\$ 232.55
	Payroll Taxes	\$ 83,476.24
	Fascorp - Deferred Comp	\$ 7,115.00
	FlexShare Benefits	\$ 1,191.67
	NCPERS - Prudential Life	\$ 128.00
	Trustmark Insurance Benefits	\$ 394.65
	Unum	\$ 0.38
	WEBT - WY Educators Benefit Trust (Health Ins.)	\$ 89,029.29
	Workers Comp	\$ 5,104.89
	Wyoming Retirement System	\$ 60,482.80



US Bancorp Center BC-MN-H18U
800 Nicollet Mall
Minneapolis, MN 55402-7020

November 08, 2024

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

In conformity with Wyoming Statutes (9-4-818, 9-4-802, 9-4-806) formal application is hereby made by U.S. Bank National Association, operating in the state of Wyoming to be designated at a depository. The minutes of the **July 18, 2023** Board of Directors meeting are certified in the attached resolution.

U.S. Bank National Association will offer the following assets to be collateralized the deposits for **CITY OF LANDER** under all terms and conditions for future collateral agreement to be determined.

1. FHLB of Cincinnati Letter of Credit.
2. Federal National Mortgage Association – Mortgage Backed Securities.
3. Federal home Loan Mortgage Corporation – Mortgage Backed Securities.

A handwritten signature in black ink that reads "Julie Niederer". The signature is fluid and cursive.

Julie Niederer
Treasury Officer

Kim Spiroff
Senior Vice President and Relationship Manager



CERTIFIED RESOLUTIONS

I, Julie A. Niederer, Officer of U.S. Bank National Association, Cincinnati, Ohio, a national banking association (the "Bank"), do certify that the resolutions attached hereto as Exhibit A were adopted by the Board of Directors of U.S. Bank National Association on July 18, 2023 and that the same are in effect as of the date hereof and have not been modified, amended or revoked. I further certify that CITY OF LANDER has been approved as a Depositor of the Bank in the amount of 100.00%

Dated: 11/8/2024

A handwritten signature in cursive script that reads "Julie Niederer".

Julie A. Niederer, Officer

EXHIBIT A

WHEREAS, state law requires governmental units to designate a federally insured national or state bank or thrift institution as a depository of funds; and

WHEREAS, certain entities (each a “Depositor”) may from time to time designate the Bank, an FDIC insured depository institution, as depository of its public funds; and

WHEREAS, under state law, governmental units must require that their deposits in excess of the maximum amount of FDIC insurance on the deposit be secured by the pledge of eligible collateral (“Eligible Collateral”), and the Bank computes the total amount of the collateral required with respect to each Depositor.

NOW, THEREFORE, BET IT RESOLVED, that the Board of Directors hereby approves a pledge from the Bank’s available collateral to secure the deposits in excess of the maximum amount of FDIC insurance on the deposits of each Depositor, as calculated by appropriate officers of the Bank in accordance with applicable state law, such Eligible Collateral being more particularly described in a pledge agreement and written assignment executed by the Bank in favor of the Depositor; and be it

FURTHER RESOLVED, that the Board of Directors hereby delegates authority to each of the following officers (each, an “Authorized Officer”) of the Bank to execute, certify and endorse those documents as required of the Bank as a depository and to furnish collateral to the pledgee and such authority shall be continuing and shall be binding upon the Bank until the authority given to such officers is revoked or superseded by another resolution of this Board of Directors. This authority extends to furnishing collateral for additional deposits of public funds made from time to time by any and various state, municipal and other governmental bodies. The right given the officers named herein to pledge collateral also includes the right to give additional collateral and to withdraw such collateral as the pledgee is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the market value of the substitute collateral is of equal or greater value.

Luke R. Wippler, Senior Vice President
Matthew J. Bauer, Senior Vice President
Corinne M. Yerigan O’Neil, Vice President
Rose Galvez, Authorized Officer

Sheila M. Gallant, Officer
Elizabeth M. Nelson, Officer
Julie A. Niederer, Treasury Officer

and be it

FURTHER RESOLVED, that the Authorized Officers named herein are fully authorized and empowered to execute in the name of the Bank any collateral pledge agreement in favor of the Pledgee as required and any collateral pledge agreement executed or any act done by the officers named herein under the authority of these resolutions shall be as binding and effective upon this Bank as though authorized by specific resolution of the Board of Directors of this Bank.

* * *

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

Section 9, ItemD.

Lander, Wyoming
December 19, 2024

Board of Trustees
City of Lander
Lander, Wyoming

Sirs:

Pursuant to the requirements of W.S. 9-4-802, formal application is made by CENTRAL BANK & TRUST a corporation organized and existing under the laws of Wyoming an having its office and principal place of business in the City of Lander in the County of Fremont in the State of Wyoming, to be designated a Depository.

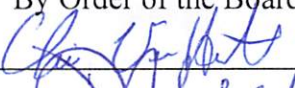
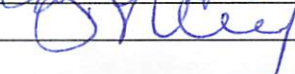
(Indicate amount of Deposits desired Unlimited .)

The bank offers the following described securities:

<u>Federal Deposit Insurance Corporation</u>	<u>\$250,000.00</u>
TOTAL	<u>\$250,000.00</u>

to be assigned to and deposited with the Treasurer of City of Lander as security for the safekeeping and prompt payment of all public monies that may be deposited with it by said Treasurer, and for the faithful performance of its duties under the law as such depository.

By Order of the Board of Directors

, President
, CFO

BANK DIRECTORS

William P. VonHoltum, Chairman
Chris VonHoltum
Christopher VonHoltum
Brady Joe Artery
Garland Samuelson
Megan Von Holtum
Don Martinez

BANK OFFICERS

Christopher Von Holtum, President
Shannon Moody, CFO
Megan Von Holtum, EVP/Comm Lender
Kayte Collamer, Branch President
Dan Davis, Branch President
Danielle Olheiser, Branch President
Denise Newell, Branch President

Certified Copy of Resolution of

THE CENTRAL BANK & TRUST OF LANDER, WYOMING
CONCERNING THE PLEING OF COLLATERAL SECURITY FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, it is necessary for The Central Bank & Trust of Lander, Wyoming to properly secure the Treasurer of the City of Lander for all monies deposited in said bank by the Treasurer of said City of Lander, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in said bank by said Treasurer unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the said Treasurer may, when furnished proper security, carry a maximum credit balance with said bank of unlimited Dollars, (\$ unlimited); and

WHEREAS, the said Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for such deposits;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of said depository bank that any one of the following named persons, officers of said bank, are hereby authorized and empowered to pledge to the Treasurer such securities of this bank as may be legal for collateral security for deposit of public funds, and which said Treasurer is willing to accept as collateral security, and in such amounts and at such time as the said Treasurer and bank officers may agree upon:

Christopher Von Holtum, President
Shannon Moody, CFO

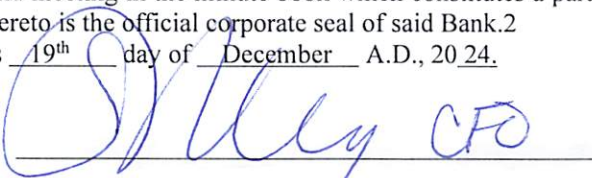
BE IT FURTHER RESOLVED that this authority given to said officers of the bank named herein to furnish collateral security to said Treasurer shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of said bank to said Treasurer or mailed to said Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the said Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said Treasurer as the said Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this Bank.

CERTIFICATE

I, Shannon Moody, CFO of Central Bank & Trust, of Lander, Wyoming, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of said bank at a valid meeting thereof, held in its banking room in the City of Lander this 19th day of December A.D., 20 24; that said Resolution has been spread upon the minutes of said meeting in the minute book which constitutes a part of said Bank's permanent records, and that the seal affixed thereto is the official corporate seal of said Bank.2
Dated at Lander, Wyoming, this 19th day of December A.D., 20 24.

(CORPORATE SEAL)


CFO Title

WITNESS: 



December 19, 2024

Rachelle Fontaine
City Clerk
240 Lincoln St
Lander WY 82520

Dear Rachelle,

Please accept our attached application to be designated an authorized depository for the City of Lander. As a member of the Federal Deposit Insurance Corporation, city deposits will be insured up to \$250,000 and additional securities will be pledged as necessary to cover deposits above that amount.

A certified copy of the Public Fund Deposit Resolution authorizing Wyoming Community Bank to accept Public Fund Deposits is enclosed.

Please contact us at the number listed below if you require any additional information.

Sincerely,

Ryan Hedges
VP/Lander Branch Manager
rhedges@wyomingcommunity.bank
307-857-9130

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

To Whom It May Concern:

As required by Wyoming statute, a formal application is hereby made by Wyoming Community Bank, Riverton, Wyoming, a corporation duly organized and existing under the laws of the State of Wyoming, to be designated an authorized depository for the City of Lander. Wyoming Community Bank agrees to furnish and pledge securities as provided for in Wyoming Statute 9-4-821.

Below is a certified copy of the Public Funds Deposit Resolution approved by the Board of Directors of Wyoming Community Bank at their meeting on February 15, 2024.

Approve the following Public Funds Deposit Resolution:

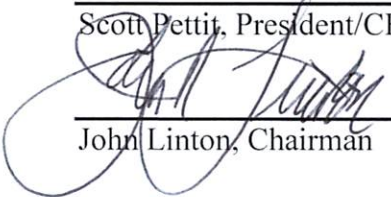
Resolved that: The application for deposit of public funds be assigned to and deposited with the Wyoming public fund entity as security for the safekeeping of all public monies that may be deposited with Wyoming Community Bank in excess of FDIC coverage. Any Executive Officer is authorized to obtain and issue credit on behalf of and in the name of Wyoming Community Bank, and to sign, execute and deliver the note, notes or other obligations of Wyoming Community Bank, in such amounts, for such length of time, at such rate of interest and upon such terms and conditions as to any of them shall seem proper and they and each of them are hereby authorized to endorse and deliver the bills receivable of the corporations for rediscount and to pledge the accounts and bills receivable, notes, stocks, bonds or other property as security for any funds so borrowed.

Corte McGuffey made a motion to approve the above. Scott Estep seconded the motion. Motion carried.

We the undersigned President and Chairman of Wyoming Community Bank, do hereby certify that the above is a full, true, and correct copy of a resolution ratified by the Board of Directors of Wyoming Community Bank at a meeting duly called and held, and at which a quorum of said Board was present, on the 16th day of February 2023, and that said resolution is entered upon the minute book of Wyoming Community Bank, and that it is in full force and effect at this time.



Scott Pettit, President/CEO



John Linton, Chairman

Middle Market BMO
Public Funds Collateral Management Team
333 Market St 31st Floor, MAC A0119-312
San Francisco, CA 94105
publicfundscollateral@wellsfargo.com

Section 9, ItemD.

**WELLS
FARGO**

December 09, 2024

XNPBFYDTC0 000032 SP 01



Attn: Charri Lara
City of Lander
240 Lincoln Street
Lander, WY 82520

RE: APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

To Whom It May Concern:

Pursuant to the requirements of Wyoming Statutes 1977, Section 9-4-818, formal application is hereby made by Wells Fargo Bank, Nation Association, a national banking association in the State of Wyoming, to be designated a depository for City of Lander.

Wells Fargo is prepared to pledge the following described securities as provided in Wyoming Statutes 1977, Section 9-4-821, to be assigned to and deposited with the Treasurer, City of Lander, as security for the safekeeping and prompt payment of all public monies that may be deposited with it by the Treasurer, City of Lander, and for the faithful performance of its duties under the law as such depository.

If you need any additional information, please feel free to contact me in Public Funds Collateral Unit at 877-479-6603. Thank you.

Dated this 9 December 2024

Wells Fargo Bank, N.A.

Sheila Lynch
Vice President
Public Funds Collateral
Management Team



**SECRETARY'S CERTIFICATE
WELLS FARGO BANK, NATIONAL ASSOCIATION**

I, Diana Lea-Kahle, an Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that, pursuant to the authority delegated to Kyle G. Hranicky, a Senior Executive Vice President of the Bank (the "Authorized Individual"), by the Executive Committee of the Board of Directors of the Bank on February 26, 2022, the following resolutions were duly adopted by written consent of the Authorized Individual effective as of October 28, 2024, and that said resolutions have not been rescinded or modified and are now in full force and effect:

**Resolution Regarding Approval of Contracts
Regarding Depository Services**

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

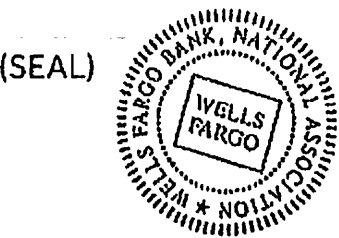
WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation.

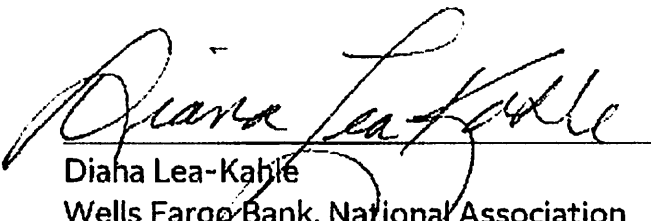
XNPFYDTCo 000032 NNNNNNNNNNN NNN NYN 002 003 000195 20563371.1

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

BE IT FURTHER RESOLVED that any and all actions heretofore taken by such Bank officers consistent with the terms of the foregoing are hereby approved, ratified and confirmed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank this 31st day of October, 2024.




Diana Lea-Kahle
Wells Fargo Bank, National Association
Assistant Secretary

XNPBFYDTG0 000032 NNNNNNNNNNNN NNN NYN 003 003 000197 20583371.1

Lander Journal

421 E. Main | P.O. Box 993 | Riverton, WY 82501
307-856-2244 | Fax: 307-856-0189 | fremontnews@wyotoday.com

December 10, 2024

City of Lander
Rachelle Fontaine, City Clerk
240 Lincoln
Lander, WY 82520

Ms. Fontaine,

Pursuant to W.S 15-1-110 The Lander Journal is requesting and applying to continue their Official Legal Newspaper designation for 2025. If you or any within the City of Lander government has questions or concerns regarding this request, please do not hesitate to reach out to the Publisher, Kevin Shields.

Thank you for your consideration,



Kevin Shields
Publisher
The Lander Journal

BID TABULATION				
Company Name:	City of Lander	Project Number:		
Project Name:	Grounds Keeping Independent Contractor			
Location:	Lander Community and Convention Center			
Bid Date:	Bids Due and publicly opened on January 9, 2025 2:00 PM at City Hall 240 Lincoln St, Lander, WY			
BID QUANTITIES				
Ref #	Bidder	UNIT	UNIT AMOUNT	BID
1	MLC	Mo	\$1320 ⁰⁰	15,840 ^{yr}
2	Independent Grounds Keeping ProCurb landscape	Mo	\$2342 ⁴⁰	\$28,104 calc
3	Austin Shields	Mo	\$925	\$11,100 calc
4	WR Lawn + Garden LLC	Mo	\$1555	\$18,660/yr
5	Raine Lessher Raine Gardens Landscape Design	Mo	\$1185	14,220 calc
6	Frontier Fence Company	Mo?		\$66,600?
7	Lander Golf Course	Mo	\$2200	\$26,400 calc
8	301 Kuhl	Mo	\$2875	\$34,500/yr
9	Earthworks	Mo	\$4220	50,640 calc
10				

31,680 2yr

50/hr overage
\$200/snow service
 \$110/hr overage
 \$160/hr snow service
 \$16,500 one time upgrades

Austin Shields
601 Meadowlark Lane
Lander, WY 82520

Independent Ground Keeping Contractor - LCCC

ATTN: City Clerk Rachelle Fontaine
240 Lincoln Street
Lander, WY 82520

In regards to the Request For Proposals for an Independent Grounds Keeping Contractor for the Lander Community and Convention Center 950 Buena Vista Drive, Lander, WY 82520, commencing February 1, 2025, I would like to submit a bid proposal. See below the proposed bid for the two-year term. The proposed amount below is a monthly bid price.

Bid Proposal: \$925 Monthly

Sincerely,
Austin Shields

LCCC GROUNDSKEEPING INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and _____, whose address is _____, Lander, Wyoming 82520, hereinafter referred to as “Independent Contractor”.

RECITALS

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

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

WHEREAS, the Contractor agrees to perform the services required for the maintenance and care for the LCCC upon the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

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

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

7. INSURANCE. Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating “A” with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City’s reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
8. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
9. DURATION. This Agreement shall commence on February 1, 2025. This Agreement shall continue in full force and effect until the 31st day of January 2027. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
10. WORK SCHEDULE REQUIREMENTS. See paragraph 24. There will be a post event inspection at the conclusion of any event. The City shall be notified in writing of any damage including any plantings, grass, firepit, etc. by noon that day or by noon Monday if the event falls over the weekend.
11. SCHEDULING OF OPERATIONS. The Contractor shall schedule all groundskeeping operations at their own discretion so as not to interfere with the scheduled bookings. Contractor shall maintain with the City a complete and detailed Quality Control Plan, which shall include but not be limited to the following: Self-inspections, a 12-month schedule of all services showing, by date, when those services will be performed, and how many employees shall be working at the facility at a time.
12. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES. The Contractor shall be required to furnish any and all labor, supplies, tools, and equipment to complete the work described in this contract.
13. HAZARDOUS MATERIALS. Safety Data Sheets (SDS) shall be posted by any stored groundskeeping supplies and notification shall be posted in the event of pesticide applications. Contractor shall be familiar with the chemicals used to perform the services and shall notify the City of any incidents or safety hazards involving chemicals and solutions listed in the SDS.
14. STORAGE AREAS AND JANITORIAL CLOSETS. The Contractor shall share existing storage areas and janitor closets with building occupants. All Contractor stored materials, supplies, and equipment shall be conspicuously identified with the Contractor’s markings to indicate ownership and shall be stored in containers appropriate for the substance being stored. Storage of supplies shall conform to applicable OSHA regulations. Incompatible supplies shall not be stored together. The City will not be responsible in any way for damage or theft of Contractor stored supplies and equipment, or the Contractor’s employees’ belongings brought into the buildings.
15. PERSONNEL. The Contractor shall employ a minimum number of employees required for safety while on duty coverage, and required to complete the workload of this contract. A list of employee names shall be provided to the City. At any time there is a change in employment, the Contractor shall update the employee list and submit it to the City in writing. All individuals listed will be subject to a background check.
16. CONTRACTOR LIAISON. In addition to the daily communication required to perform the duties, the Contractor or a designated representative shall contact the City Representative (Assistant Public Works Director or designee) at a minimum

of once a month to discuss the conduct of the work and alleviate any misunderstandings that may arise during the performance of the work, and be available to take immediate action to have deficiencies corrected, if required, that may be called to their attention.

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

24. GROUND MAINTENANCE REQUIREMENTS: The Contractor shall report any needed maintenance and minor repair, outside of their scope of work for the facility to the City Representative (Assistant Public Works Director or delegate) in writing.

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

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

- A. Perennial flowers and grasses: Plants will be trimmed back to the ground at the end of the growing season. Flower beds shall be kept free of all trash and debris. In addition, occasional plant loss is common in our climate, and the Contractor shall report any concerns about such loss to the City. Contractor shall fulfill any other duties necessary to keep the grounds of the facility in a neat and orderly state.

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

- A. Snow Removal: All sidewalk areas surrounding the facility will be cleared of snow once 2 inches accumulates or if the facility is rented. If the facility is not rented during a storm, snow can be removed after the storm has passed. The Contractor shall not allow ice to build up on the sidewalks. If ice begins to form the Contractor shall spread ice melt on the walkways. If ice becomes a safety concern, the Contractor shall contact the City for assistance on removal.

25. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

26. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
27. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day
of _____, 2025.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
CITY COUNCIL OFFICIAL,
Lander City Council

ATTEST:

RACHELLE FONTAINE, City Clerk

CONTRACTOR NAME:

BY: _____
INDEPENDENT CONTRACTOR NAME

DRAFT

ATTACHMENT A

SPECIFICATIONS FOR GROUNDSKEEPING CONTRACTOR FOR THE LANDER COMMUNITY & CONVENTION CENTER

The contractor will perform general grounds maintenance services.

Lander Community & Convention Center – 950 Buena Vista Drive

These duties shall include but not be limited to the following:

- Snow and ice removal from all surrounding sidewalk
- Mowing, trimming, pruning, weed control, pest control, leaf & debris removal and sprinkler irrigation diagnosis & maintenance.
- Report any needed maintenance and minor repair of the facility to City Representative (Assistant Public Works Director or designee) in a timely manner
- Notification to City of Lander if additional trash pick-up is needed
- Any other duties necessary to keep the facility in a neat and orderly state.

This is a facility totaling 2.75 acres including but not limited to sidewalks, landscaping, parking lot and exterior features. The Lander Community Center was rented for 128 days as of June 19, 2024. Many events encompass several days. Events with multiple days will require adjustment in regular schedules.

It shall be the Contractor's sole discretion and at a cost solely to him/her to employ others to assist in performance of his duties. In such cases hiring, supervision and payment shall be the sole responsibility of the Contractor.

The Contractor will provide insurance in the amount of \$1 million per occurrence/\$2 million general aggregate for general liability. A background check will be performed when selected.

- Please submit one bid for the above specifications plus grounds maintenance including all flower beds. Grounds maintenance is detailed in the proposed LCCC Groundskeeping Agreement paragraph 24.

NOTICE OF AWARD

Date of Issuance: 01/15/2025

Owner: City of Lander

Owner's Contract No.:

Engineer: N/A

Engineer's Project No.: N/A

Project: N/A

Contract Name: : LCCC

Groundskeeping

Independent Contractor

Agreement

Bidder: Austin Shields

Bidder's Address: 601 Meadowlark Lanne, Lander WY 82520

TO BIDDER:

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

LCCC Groundskeeping Independent Contractor Agreement _____ .

The Contract Price of the awarded Contract is: \$ 925.00 per month

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

1. Deliver to Owner one (1) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and background check authorizations.
3. Other conditions precedent (if any):

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

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

Owner: City of Lander

Authorized Signature

By: Monte Richardson

Title: Mayor

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE
WYOMING COMMUNITY DEVELOPMENT AUTHORITY,
AND THE CITY OF LANDER**

1. **Parties.** The parties to this Grant Agreement (“Agreement”) are the Wyoming Community Development Authority (“WCDA”), whose address is 155 N. Beech, Casper, WY 82601, and City of Lander (“Grantee”), whose address is 240 Lincoln Street, Lander, WY 82520.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which WCDA shall provide federal Community Development Block Grant (“CDBG”) funds to Grantee in the amount of One Million Two Hundred Seventy-Five Thousand Dollars (\$1,275,000.00). Lander Popo Agie Park Access (“Project”). Performance by Grantee of the requirements of this Agreement and compliance with all federal CDBG Program Rules, regulations, applicable statutes, and requirements are conditions precedent to this Agreement.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (“Effective Date”). All services shall be completed by January 30, 2026, unless an extension is approved in writing by WCDA. This Agreement shall terminate on July 1, 2027, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement may be extended by agreement of both parties in writing, subject to the required approvals. Grantee has no right or expectation to an extension and WCDA has sole discretion to accept or deny any request for an extension.
4. **Payment.**
 - A. WCDA agrees to grant monies on a reimbursement of eligible expenses basis to Grantee for the Project. The total payment to Grantee under this Agreement shall be One Million Two Hundred Seventy-Five Thousand Dollars (\$1,275,000.00). Payment will be made following Grantee’s delivery to WCDA of invoices detailing eligible services performed in connection with the Project in a form satisfactory to WCDA. Payment shall be made from WCDA’s CDBG budget, the Grantee must submit requests using CDBG Form 152 Draw Requests, by the 10th day of the month. Following the Effective Date of this Agreement, WCDA will process the requests for payment within thirty (30) days.
 - B. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of WCDA.
 - C. Except as otherwise provided in this Agreement, WCDA shall reimburse all costs and expenses, incurred by Grantee or on its behalf in connection with Grantee’s performance and upon compliance with all of Grantee’s obligations under this Agreement.

- D. Grantee for each grant, the grantee must request payment of a minimum of 5% of grant funds within 180 days of the grant award date. Failure to do so will result in a 5% penalty of the grant award each month until funds are drawn. Exceptions to this policy will be considered on a case-by-case basis.

5. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Complete land acquisition for the Popo Agie Park Access and installation of infrastructure on land acquisition and on the park site, with the following criteria being met: at least 51% of low- and moderate-income persons under 24 CFR 570.483(b)(1)(i), as the activity will provide a low- and moderate-income area benefit. beneficiaries will be persons of low or moderate income. Popo Agie Park Access involves:
- (i) Landers Popo Agie Park Project, located at 200 Poor Farm Rd, will include the purchase land for access and street entrance into the park, extend and installation of water, sewer, electricity and sidewalks on acquired land leading into the park. As well as the creation of a park entrance and a parking lot with installation of water, sewer, electricity and lighting.
- B. Submit any planned notices, contracts and agreements to WCDA for approval prior to execution. This includes but not limited to; sub-recipient agreements, construction contracts, notice of bid solicitation.
- C. Sign the Environmental Review as responsible entity. If any mitigation measures or full reviews are required, Grantee must conduct and cover all costs associated.
- D. Administer and enforce the labor standards requirements set forth in the Davis-Bacon Act 40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7, Contract Work Hours and Safety Standards Act 40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240, Copeland Anti-Kickback Act 40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3 and related regulations issued to implement such requirements. All grantees must complete WCDA Davis Bacon Training and pass quiz of 80%.
- E. Comply with the Build America, Buy America Act (BABA) as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States.
- F. Comply with Violence Against Women Act (VAWA, 34 U.S.C. § 12471 et seq.) housing protections for survivors of domestic violence, dating violence, sexual

assault, and/or stalking (34 U.S.C. § 12291). Despite the name of the law, VAWA's protections apply regardless of sex, sexual orientation, or gender identity (24 C.F.R. § 5.2001).

- G. When applicable: Provide one (1) copy of any final printed product, such as a brochure, book, or poster describing such Project with photos upon its completion to WCDA without charge.
- H. Establish and maintain recordkeeping requirements and retain Project records in sufficient detail to facilitate reviews and audits in compliance with 24 C.F.R. § 570.490(b), including but not limited to: Project expenditures paid for with funds provided according to this Agreement; program income received; how program income was and/or will be used; and proof of compliance with other federal requirements as identified in this Agreement. The Grantee will monitor Project activities during the term of the Agreement. This includes site inspections, file reviews, which shall include verification that the National Objective is being met, as well as, documentation on the validity of the methodology used to ensure compliance with the National Objective. There will be a mid-monitoring meeting scheduled by WCDA when the Project has expended fifty percent (50%) of the grant to ensure that all federal requirements are being adhered to. Grantee shall retain these records for five (5) years following WCDA's date of notice to Grantee of the administrative closeout of the Grant.
- I. Comply with federal regulation 24 CFR 570.505 regarding use of property. This applies to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of the CDBG grant or, until five years after the closeout of the grant from which the assistance to the property was provided. The grantee shall not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless it satisfies the conditions set forth in the foregoing regulation.
- J. Federal procurement regulations as stated in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (hereinafter "2 CFR Part 200"). Grantee further agrees that:
 - (i) Conflict of interest provisions shall apply 2 CFR 200.112. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses, and other private entities.
- K. Perform, to the satisfaction of WCDA, all aspects of the Project in a professional manner and in accordance with the degree of care, competence, and skill that would be exercised by a private sector Grantee under similar circumstances.
- L. Attend required pre-construction award meeting with WCDA and contractors,

either in person or virtual, staff to go over forms and project details.

- M. Certify that, in accordance with P.L. 101-121, payments made from the federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Grantees and subgrantees may also be required to submit an additional certification statement and disclosure form acceptable to WCDA before the commencement of the work.
- N. Create and furnish reports to WCDA in the following manner.
 - (i) **Monthly Status Reports.** Within ten (10) calendar days after the conclusion of each calendar month during the term of this Agreement, Grantee shall furnish WCDA with a monthly status report, using CDBG form 153 Status Report. Each status report shall set forth, in narrative form, the Project work accomplished under the Grant during the month and a financial status report that includes a detailed accounting of Project expenditures, program income received and how program income was or will be used. If status reports are delinquent, draws will be held until reports are current. Grantee shall certify, under penalty of false swearing, that the information in the report is true.
 - (ii) **Final Closeout Report.** At the end of the term of this Agreement, Grantee shall furnish WCDA with a comprehensive report of the Project, accomplishments, and personnel retained pursuant to the Agreement using CDBG Form 154 Close Out Reporting. Grantee shall likewise furnish WCDA with a cumulative detailed financial statement reflecting total Project expenditures, cash and in-kind match expenditures, private funds leveraged, program income received and how the program income was used. Grantee shall certify, under penalty of false swearing, that the information in the report is true and shall also provide a letter certifying the completion of the Project and that all required construction standards were adhered to. Provide information as requested by the State of Wyoming and WCDA related to performance measures, including metrics related to the achievement of Lander Popo Agie Park Access goals.
 - (iii) **Annual Accomplishment Reports.** After completion of Project construction and for five (5) years thereafter, the Grantee shall furnish WCDA with annual reports detailing program income and other performance measures as requested using CDBG Form 155-Accomplishment Report. All reports must be submitted to WCDA by January 30th after close of reporting year.

6. **Responsibilities of WCDA.** WCDA agrees to:

- A. Assume responsibility for inputting information into the HUD HERO's website as an Environmental Review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, including U.S. Dept of Housing and Urban Development ("HUD") regulations contained in 24 CFR part 58 and the CDBG Grant Administration Manual. Grantee will be responsible for coordinating the gathering of the required documents, ordering the necessary reports, etc. Grantee will sign as responsible entity and be responsible for any required mitigation measures or full reviews including any associated costs.
- B. Disperse funds to Grantee as set forth in Section 4, above.
- C. At its discretion, assist in providing Grantee access to information, including, without limitation, information concerning CDBG program requirements, rules and regulations and other relevant and applicable statutes and regulations referred to herein, and cooperate with Grantee whenever possible.
- D. Have no further obligations regarding the Project or its performance.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WCDA.
- B. **Attachments.** The Grantee may not attach any additional terms or conditions to the Agreement. To the extent Grantee chooses to attach any such terms and conditions to this Agreement, those terms and conditions shall not be binding upon WCDA.
- C. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. WCDA shall notify the Grantee of any state or federal determination of noncompliance.
- D. **Environmental Policy Acts.** Grantee agrees to abide by the special conditions, procedures, and requirements of the Environmental Review and to advise WCDA of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71 (b)
- E. **Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover

any part of this Agreement, Grantee shall provide one (1) copy of the audit report to WCDA and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made available to WCDA.

- F. Indirect Costs.** There is no indirect cost rate for this Agreement and WCDA will not reimburse Grantee for indirect costs.
- G. Labor Laws and Requirements.** The Department of Labor (“DOL”) has published rules and instructions concerning the Davis Bacon Act (“Davis Bacon”) and other labor laws in the Code of Federal Regulations (“CFR”). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. The Grantee must comply with Davis Bacon and all labor laws. This includes but is not limited to, wage rate determinations and submission of weekly certified payrolls to WCDA.

Davis Bacon requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Copeland Act (“Anti-Kickback Act”) makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Anti-Kickback Act requires every employer (contractors and subcontractors) on such projects to submit to the grantor (WCDA) weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

All the labor laws and requirements must be included in notice of bid and all construction contracts.

- H. Minority Owned Business and Women Owned Business.** Grantee shall, if feasible, actively promote and encourage maximum participation of Minority Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) as sources of supplies, equipment, construction and services in connection with performance of the Project. If Grantee determines that use of this MBE WBE program is not feasible, it shall explain its determination in writing to WCDA.
- I. Economic Opportunities for Low- and Very Low-Income Persons.** The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u and 24 CFR 75) apply to the Project. Owner shall, to the greatest extent feasible and consistent with applicable federal, state, and local laws, ensure employment and training opportunities resulting from the development of the Project are provided to Section 3 workers within the metropolitan area (or non-metropolitan county as applicable) in which the Project is located. This will include, but may not be limited to, prioritizing employment outreach and/or training opportunities to Section 3 workers residing within the Project’s service area or neighborhood and prioritizing contracting for labor (excluding professional

services and material supply contracts) from Section 3 business concerns as outlined in 24 CFR 75.19.

Owner shall include appropriate Section 3 references and requirements from 24 CFR 75 in all solicitations and contracts for covered construction work and shall further require that its general contractor(s) include such provisions in all subcontracts. Owner shall further take all necessary steps (including by requiring the same in all contracts and subcontracts) to collect and report upon: i) total labor hours worked in the Project's development; ii) labor hours worked by Section 3 workers; and iii) labor hours worked by Targeted Section 3 workers. Owner shall further report labor hours in such categories, in a form specified by or otherwise acceptable to the Department, not later than ninety (90) days following completion of construction.

J. Monitoring of Activities, Evaluation, and Access. WCDA shall have the right and Grantee hereby agrees to allow WCDA, the State, the U.S. Inspector General, HUD, the U.S. General Accounting Office, and any of their duly authorized representatives to:

- (i) Conduct two project audits (one at project mid-point and one at close-out). At any time, if WCDA documents non-compliance, corrective actions may include, but are not limited to, the following:
 - (a) Immediately terminating this Agreement without further liability or obligation of WCDA;
 - (b) Issuing a letter of warning advising Grantee of the deficiency and putting Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - (c) Recommending or requesting Grantee to submit proposals for corrective actions including the correction or removal of the causes of the deficiency;
 - (d) Advising Grantee that certification will no longer be acceptable and that additional assurances will be required in such form and detail as WCDA and HUD may require;
 - (e) Advising Grantee to suspend disbursement of funds for the deficient activity;
 - (f) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of funds in accordance with applicable requirements;
 - (g) Changing the method of payment to Grantee;
 - (h) Reducing, withdrawing or adjusting the amount of the grant; and

- (i) Taking enforcement action as described in 2 C.F.R. Part 200.338.
 - (ii) Have access at any time to any books, ledgers, documents, papers, and records of Grantee related to the Project or any activities related to this Agreement, including all such records and activities of any sub-Grantee of Grantee hereunder ("Records");
 - (iii) Make site inspections at any time with or without reasonable notice, and bring experts and consultants on Grantee's site;
 - (iv) Observe all Grantee personnel on site in every phase of performance of this Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee's compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee's fiscal and administrative compliance with this Agreement and CDBG program rules and regulations; and
 - (v) Provide to any independent auditor, accountant, or accounting firm all Records pertinent to this Agreement in such form and detail as WCDA and HUD may require immediately upon receiving written request from WCDA, the Comptroller General, or HUD. Grantee shall also cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.
- K. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.
- L. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds will be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee will document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- M. Office Space.** Grantee will not include charges or seek reimbursement in any invoice submitted to WCDA for office or building space of any kind obtained by Grantee for the performance of the Project. Grantee will make no charge for office or building spaces unless specific provisions are included for such in this Agreement. Under no circumstances will Grantee be allowed to purchase office equipment with funds received through this agreement.
- N. Program Income.** Grantee shall not deposit grant funds in an interest-bearing account without prior approval of WCDA. Any income attributable to the grant funds distributed under this agreement must be returned to WCDA.
- O. Publicity.** Any publicity given to the Project, programs, or services provided

herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee and related to the services and work to be performed under this Agreement, shall identify WCDA as the sponsoring agency and shall not be released without prior written approval of WCDA.

- Q. Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement. Grantee must retain any documentation which demonstrates that the property assisted with the CDBG funds, directly or indirectly, will continue to be used for the same purpose as described in the application and this Agreement for a minimum of 5 years from the date of administrative closeout (this 5-year period is referred to as the compliance period). Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the CDBG program rules and regulations for a minimum of 5 years after the compliance period has expired. The compliance period does not begin until all required paperwork required by this agreement for the project is received and accepted by WCDA.
- R. Suspension and Debarment.** By signing this Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify WCDA by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- S. Unspent Funds to be Returned to WCDA.** Grantee shall return all CDBG funds remaining unspent at the termination of this Agreement to WCDA.
- T. Sub-recipient Agreements.** Grantee shall forward all proposed Sub-recipient agreements to WCDA for review and approval. If the application, Project, and Sub-recipient agreement all appear to satisfy the prerequisites of the CDBG program, WCDA may approve the Sub-recipient agreement. All proposed amendments to Sub-recipient agreements shall also receive WCDA approval before they can become effective. The Sub-recipients must comply with all applicable federal, state and local laws, regulations and ordinances. All Sub-recipient agreements shall require compliance with all applicable CDBG regulations.
- U. Build America, Buy America Act** is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)
- V. Buy America Preference** is defined in 2 CFR § 184.3 and means the “domestic

content procurement preference” set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

8. **General Provisions and Federal Requirements**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be in Natrona County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WCDA.
- D. **Audit and Access to Records.** WCDA and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.
- E. **Availability of Funds.** Each payment obligation of WCDA is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WCDA at the end of the period for which the funds are available. WCDA shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WCDA in the event this provision is exercised, and WCDA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Agreements.** WCDA may award supplemental or successor agreements for work related to this Agreement or may award contracts to other Grantees for work related to this Agreement. The Grantee shall cooperate fully with other Grantees and WCDA in all such cases.
- G. **Compliance with Laws.** The Grantee shall keep informed of and comply with all

applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by WCDA for its release. When Grantee receives a request for information subject to this Agreement, Grantee shall notify WCDA within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WCDA.
- I. Entirety of Agreement.** This Agreement, consisting of fifteen (15) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's organization.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WCDA and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, riots, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.
- M. Indemnification.** Grantee agrees to the extent legally permitted to do so indemnify WCDA for any payment, fine, or penalty incurred and due to the U.S. Dept. of Housing and Urban Development or other agency arising out of or as a result of Grantee's non-compliance with program requirements.
- N. Independent Contractor.** The Grantee shall function as an independent contractor

for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming or WCDA for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WCDA or to incur any obligation of any kind on behalf of the State of Wyoming or WCDA. The Grantee agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

- O. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management ("WARM") pool or the Local Government Liability Pool ("LGLP"), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in WARM or LGLP to WCDA.
- P. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Return of Documents and Information.** WCDA is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to WCDA in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WCDA's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual WCDA-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to WCDA confirming the destruction of any such residual WCDA-owned data.

- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WCDA expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by WCDA upon thirty (30) days written notice. This Agreement may be terminated by WCDA immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement. If at any time during the performance of this Agreement, in the opinion of WCDA, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the sole discretion of WCDA and after written notice to the Grantee, WCDA may terminate this Agreement or any part of it. Upon termination of Agreement, Grantee may be subject to repayment of grant funds.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

AA. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WCDA.

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

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

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

Tammy Krei

Its: Director of Housing and Neighborhood Development

Date _____

STATE OF WYOMING

COUNTY OF NATRONA

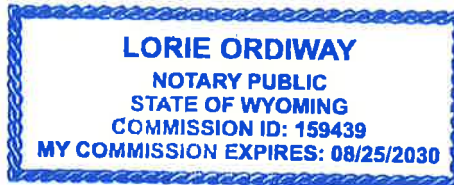
This instrument was acknowledged before me on Dec 13, 2024 by Tammy Krei as Director of Housing & Neighborhood Development of Wyoming Community Development Authority.

Witness my hand and official seal.

Notary Public

My Commission Expires:

8-25-30

**GRANTEE:**

CITY OF LANDER

Monte Richardson

Its: Mayor

Date _____

STATE OF WYOMING

COUNTY OF FREMONT

This instrument was acknowledged before me on _____, 202__
by _____ as _____ of the CITY OF LANDER

Witness my hand and official seal.

Notary Public

My Commission Expires:



Authority to Use Grant Funds

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer)

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

Copy To: (name & address of SubRecipient)

We received your Request for Release of Funds and Certification, form HUD-7015.15 on

Your Request was for HUD/State Identification Number

B-20-DW-56-0001

All objections, if received, have been considered. And the minimum waiting period has transpired.
You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
File this form for proper record keeping, audit, and inspection purposes.

No objections or comments were received.

Typed Name of Authorizing Officer

Scott Hoversland

Title of Authorizing Officer

WCDA Executive Director

Signature of Authorizing Officer

X

Date (mm/dd/yyyy)

12/12/24



12/17/2024

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

Project: Lander Sidewalk Improvements

RE: Letter of Recommendation Based on Bid Opening

Dear Mr. Hopkin:

The bid opening for the above-mentioned project was held at 3:00 PM Friday, December 13th, 2024, at Lander City Hall. We have reviewed the bid forms, bid bonds, and other required certifications for the above referenced project. Enclosed is the Bid Tabulation Sheet for the bids received.

Evaluation of Bids

There were 3 bidders on the project as listed in the table below. The bids were submitted on time, bids were properly executed, Disadvantaged Business Enterprise (DBE) solicitation forms were included, bid bonds were provided, and all other documents were included in the bid packages. All bidders are currently active on SAM.gov.

The Bid Form for this project included one Base Bid Schedule and 5 bid alternates. For determination of the apparent low bidder, the total Base Bid Price was used.

The Total Base Bid Prices for the project ranked as follows:

Bidder	Base Bid Price
Gregco LLC	\$ 553,146.24
Bornhoft Construction Inc.	\$ 613,761.00
Alexander Excavation Inc.	\$ 771,245.00

Based on the above results, Gregco LLC is the apparent low bidder.

In evaluation of Gregco LLC's bid, two calculation errors were corrected in the Bid Tab resulting in a \$7.76 difference in total base bid price. The Unit Prices were used to correctly determine the Total Price for each Bid Item. When talking to Gregco LLC on the phone after the bid opening, they are comfortable with the updated bid prices and with their bid pricing in general.



Project Budget Analysis

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

Funding Source	Funding (\$)
TAP GRANT	\$ 555,240.00
City @ 20% Match	\$ 124,929.00
	\$ 624,645.00

The Engineer's Estimate for this project was \$541,555.50 which is similar in price to the apparent low bidder and close to the prices seen in the previous bid in April. The total TAP Grant Funds available for award are \$555,240.00. There are not TAP Grant funds available to award any of the bid alternates.

Based on our review of the bids and TAP Grant amounts HDR recommends that the project Base Bid be awarded to Gregco LLC in the amount of \$553,146.24, contingent on WYDOT concurrence.

Sincerely,
HDR Engineering, Inc.

Paden Anderson,
Deputy Project Manager

Enc.: Bid Tabulation Sheet; Gregco LLC Bid Package

Copy to: Cole Bostron, WYDOT and Alyssa Quinn, WYDOT

CITY OF LANDER
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT
BID TABULATION SHEET

HDR ENGINEERING INC.
P. O. BOX 467
LANDER, WY 82520
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3					ENGINEERS ESTIMATE		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE (\$)	TOTAL PRICE (\$)	
BASE BID															
106.05000	INDEPENDENT CONSTRUCTION MATERIALS TESTING	LS	1	\$ 17,500.00	\$ 17,500.00	\$ 10,000.00	\$ 10,000.00	\$ 22,006.00	\$ 22,006.00				\$ 22,006.00	\$ 10,000.00	\$ 16,502.00
109.08000	MOBILIZATION	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 45,000.00	\$ 45,000.00	\$ 5,766.00	\$ 5,766.00				\$ 70,000.00	\$ 5,766.00	\$ 40,255.33
109.11000	CONTRACT BOND	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 12,000.00	\$ 12,000.00	\$ 14,416.00	\$ 14,416.00				\$ 16,000.00	\$ 12,000.00	\$ 14,138.67
201.03200	CLEARING AND GRUBBING	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 7,826.00	\$ 7,826.00				\$ 18,000.00	\$ 7,826.00	\$ 13,608.67
201.03206	CLEARING TREES 6 in	EA	2	\$ 700.00	\$ 1,400.00	\$ 900.00	\$ 1,800.00	\$ 3,604.00	\$ 7,208.00				\$ 3,604.00	\$ 700.00	\$ 1,734.67
201.03210	CLEARING TREES 10 in	EA	4	\$ 800.00	\$ 3,200.00	\$ 1,200.00	\$ 4,800.00	\$ 5,046.00	\$ 20,184.00				\$ 5,046.00	\$ 800.00	\$ 2,348.67
201.03218	CLEARING TREES 18 in	EA	3	\$ 1,100.00	\$ 3,300.00	\$ 1,400.00	\$ 4,200.00	\$ 7,929.00	\$ 23,787.00				\$ 7,929.00	\$ 1,100.00	\$ 3,478.33
201.03248	CLEARING TREES 48 in	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 6,000.00	\$ 6,000.00	\$ 10,812.00	\$ 10,812.00				\$ 10,812.00	\$ 3,600.00	\$ 6,804.00
202.03120	REMOVAL OF SIGNS	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 680.00	\$ 680.00				\$ 680.00	\$ 400.00	\$ 526.67
202.03205	REMOVAL OF FENCE	FT	803	\$ 11.00	\$ 8,833.00	\$ 10.00	\$ 8,030.00	\$ 4.00	\$ 3,212.00				\$ 11.00	\$ 4.00	\$ 8.33
202.03295	REMOVAL OF INLETS	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$ 2,164.00	\$ 2,164.00				\$ 2,164.00	\$ 1,100.00	\$ 1,588.00
202.03400	REMOVAL OF SURFACING	SY	276	\$ 35.00	\$ 9,660.00	\$ 25.00	\$ 6,900.00	\$ 27.00	\$ 7,452.00				\$ 35.00	\$ 25.00	\$ 29.00
202.03430	REMOVAL OF CONCRETE	SY	659	\$ 42.00	\$ 27,678.00	\$ 45.00	\$ 29,655.00	\$ 38.00	\$ 25,042.00				\$ 45.00	\$ 38.00	\$ 41.67
202.03433	GRINDING SIDEWALK	FT	100	\$ 32.00	\$ 3,200.00	\$ 30.00	\$ 3,000.00	\$ 90.00	\$ 9,000.00				\$ 90.00	\$ 30.00	\$ 50.67
202.03600	CUTTING BIT PVT	FT	937	\$ 4.00	\$ 3,748.00	\$ 8.00	\$ 7,496.00	\$ 10.00	\$ 9,370.00				\$ 10.00	\$ 4.00	\$ 7.33
202.03610	CUTTING CONCRETE	FT	178	\$ 10.00	\$ 1,780.00	\$ 15.00	\$ 2,670.00	\$ 53.00	\$ 9,434.00				\$ 53.00	\$ 10.00	\$ 26.00
203.02500	UNCLASSIFIED EXCAVATION	CY	68	\$ 30.00	\$ 2,040.00	\$ 40.00	\$ 2,720.00	\$ 62.00	\$ 4,216.00				\$ 62.00	\$ 30.00	\$ 44.00
207.03100	TOPSOIL STORING	CY	27	\$ 35.00	\$ 945.00	\$ 50.00	\$ 1,350.00	\$ 82.00	\$ 2,214.00				\$ 82.00	\$ 35.00	\$ 55.67
207.03200	TOPSOIL PLACING	CY	17	\$ 40.00	\$ 680.00	\$ 85.00	\$ 1,445.00	\$ 162.00	\$ 2,754.00				\$ 162.00	\$ 40.00	\$ 95.67
216.03105	SEEDING	SY	1670	\$ 3.50	\$ 5,845.00	\$ 2.00	\$ 3,340.00	\$ 2.00	\$ 3,340.00				\$ 3.50	\$ 2.00	\$ 2.50
216.03700	SODDING	SY	70	\$ 25.00	\$ 1,750.00	\$ 50.00	\$ 3,500.00	\$ 36.00	\$ 2,520.00				\$ 50.00	\$ 25.00	\$ 37.00
216.03970	LANDSCAPING	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 8,000.00	\$ 8,000.00	\$ 14,416.00	\$ 14,416.00				\$ 23,000.00	\$ 8,000.00	\$ 15,138.67
301.01080	CRUSHED BASE (GRADING W)	TON	468	\$ 60.00	\$ 28,080.00	\$ 85.00	\$ 39,780.00	\$ 130.00	\$ 60,840.00				\$ 130.00	\$ 60.00	\$ 91.67
406.03010	PLANT MIX (COMMERCIAL)	SY	243	\$ 150.00	\$ 36,450.00	\$ 235.00	\$ 57,105.00	\$ 87.00	\$ 21,141.00				\$ 235.00	\$ 87.00	\$ 157.33
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	180	\$ 170.00	\$ 30,600.00	\$ 235.00	\$ 42,300.00	\$ 148.00	\$ 26,640.00				\$ 235.00	\$ 148.00	\$ 184.33
607.40100	FENCE INDUSTRIAL 42 in	FT	120	\$ 35.00	\$ 4,200.00	\$ 45.00	\$ 5,400.00	\$ 50.00	\$ 6,000.00				\$ 50.00	\$ 35.00	\$ 43.33
607.61800	GATES INDUSTRIAL-ROLLING 25 ft	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,650.00	\$ 8,650.00				\$ 8,650.00	\$ 4,000.00	\$ 6,216.67
608.10200	SIDEWALK (CONC)	SY	901	\$ 100.00	\$ 90,100.00	\$ 140.00	\$ 126,140.00	\$ 216.00	\$ 194,616.00				\$ 216.00	\$ 100.00	\$ 152.00
609.10200	CURB AND GUTTER TYPE A	FT	213	\$ 100.00	\$ 21,300.00	\$ 115.00	\$ 24,495.00	\$ 151.00	\$ 32,163.00				\$ 151.00	\$ 100.00	\$ 122.00
609.10700	DOUBLE GUTTER	SY	314	\$ 110.00	\$ 34,540.00	\$ 165.00	\$ 51,810.00	\$ 219.00	\$ 68,766.00				\$ 219.00	\$ 110.00	\$ 164.67
620.07010	ADJUSTMENTS, VALVE BOXES	EA	3	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00	\$ 3,646.00	\$ 10,938.00				\$ 3,646.00	\$ 500.00	\$ 1,582.00
625.20100	INLET TYPE A	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 9,800.00	\$ 9,800.00	\$ 12,000.00	\$ 12,000.00				\$ 12,000.00	\$ 6,000.00	\$ 9,266.67
702.30600	RESET SIGNS	EA	9	\$ 400.00	\$ 3,600.00	\$ 450.00	\$ 4,050.00	\$ 2,787.00	\$ 25,083.00				\$ 2,787.00	\$ 400.00	\$ 1,212.33
702.30900	INSTALL RRFB SYSTEM	EA	2	\$ 19,500.00	\$ 39,000.00	\$ 11,475.00	\$ 22,950.00	\$ 25,048.00	\$ 50,096.00				\$ 25,048.00	\$ 11,475.00	\$ 18,674.33
703.03100	FLAGGING	HR	75	\$ 75.00	\$ 5,625.00	\$ 75.00	\$ 5,625.00	\$ 280.00	\$ 21,000.00				\$ 280.00	\$ 75.00	\$ 143.33
703.03110	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 14,416.00	\$ 14,416.00				\$ 25,000.00	\$ 14,416.00	\$ 19,805.33
799.71825	EPOXY PAVEMENT LINE 18in	FT	56	\$ 26.79	\$ 1,500.24	\$ 20.00	\$ 1,120.00	\$ 63.00	\$ 3,528.00				\$ 63.00	\$ 20.00	\$ 36.60
799.74900	PAVEMENT MARKING REMOVAL	SF	124	\$ 8.00	\$ 992.00	\$ 20.00	\$ 2,480.00	\$ 29.00	\$ 3,596.00				\$ 29.00	\$ 8.00	\$ 19.00
999.30000	SWEEPING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,953.00	\$ 3,953.00				\$ 8,000.00	\$ 3,000.00	\$ 4,984.33
BASE BID					\$ 553,146.24		\$ 613,761.00		\$ 771,245.00						\$ 541,555.50

Base Bid \$ 553,146.24
Note: Items highlighted in RED have been corrected from the submitted bid form
Proposed award amount: \$ 553,146.24
Base Bid \$ 613,761.00
Base Bid \$ 771,245.00
Base Bid \$ 541,555.50

CITY OF LANDER
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT
BID TABULATION SHEET

HDR ENGINEERING INC.
P. O. BOX 467
LANDER, WY 82520
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3								ENGINEERS ESTIMATE		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Gregco LLC		Bornhoft Construction		Alexander Excavation		HIGH UNIT PRICE	LOW UNIT PRICE	AVERAGE UNIT PRICE	ENGINEERS ESTIMATE					
				UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE (\$)	TOTAL PRICE (\$)				
BID ALTERNATE A																		
202.03205	REMOVAL OF FENCE	FT	67	\$ 11.00	\$ 737.00	\$ 10.00	\$ 670.00	\$ 4.00	\$ 268.00				\$ 11.00	\$ 4.00	\$ 8.33	\$ -		
202.03400	REMOVAL OF SURFACING	SY	86	\$ 35.00	\$ 3,010.00	\$ 45.00	\$ 3,870.00	\$ 27.00	\$ 2,322.00				\$ 45.00	\$ 27.00	\$ 35.67	\$ -		
202.03430	REMOVAL OF CONCRETE	SY	146	\$ 42.00	\$ 6,132.00	\$ 10.00	\$ 1,460.00	\$ 38.00	\$ 5,548.00				\$ 42.00	\$ 10.00	\$ 30.00	\$ -		
202.03433	GRINDING SIDEWALK	FT	10	\$ 32.00	\$ 320.00	\$ 100.00	\$ 1,000.00	\$ 90.00	\$ 900.00				\$ 100.00	\$ 32.00	\$ 74.00	\$ -		
202.03500	RESET MAILBOX (SINGLE)	EA	2	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,000.00	\$ 1,349.00	\$ 2,698.00				\$ 1,349.00	\$ 500.00	\$ 849.67	\$ -		
202.03600	CUTTING BIT PVMT	FT	118	\$ 4.00	\$ 472.00	\$ 10.00	\$ 1,180.00	\$ 10.00	\$ 1,180.00				\$ 10.00	\$ 4.00	\$ 8.00	\$ -		
202.03610	CUTTING CONCRETE	FT	72	\$ 10.00	\$ 720.00	\$ 15.00	\$ 1,080.00	\$ 53.00	\$ 3,816.00				\$ 53.00	\$ 10.00	\$ 26.00	\$ -		
203.02500	UNCLASSIFIED EXCAVATION	CY	12	\$ 30.00	\$ 360.00	\$ 50.00	\$ 600.00	\$ 62.00	\$ 744.00				\$ 62.00	\$ 30.00	\$ 47.33	\$ -		
207.03100	TOPSOIL STORING	CY	12	\$ 35.00	\$ 420.00	\$ 25.00	\$ 300.00	\$ 82.00	\$ 984.00				\$ 82.00	\$ 25.00	\$ 47.33	\$ -		
207.03200	TOPSOIL PLACING	CY	6	\$ 40.00	\$ 240.00	\$ 50.00	\$ 300.00	\$ 162.00	\$ 972.00				\$ 162.00	\$ 40.00	\$ 84.00	\$ -		
216.03105	SEEDING	SY	232	\$ 3.50	\$ 812.00	\$ 3.00	\$ 696.00	\$ 2.00	\$ 464.00				\$ 3.50	\$ 2.00	\$ 2.83	\$ -		
301.01080	CRUSHED BASE (GRADING W)	TON	77	\$ 60.00	\$ 4,620.00	\$ 105.00	\$ 8,085.00	\$ 130.00	\$ 10,010.00				\$ 130.00	\$ 60.00	\$ 98.33	\$ -		
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	33	\$ 170.00	\$ 5,610.00	\$ 260.00	\$ 8,580.00	\$ 231.00	\$ 7,623.00				\$ 260.00	\$ 170.00	\$ 220.33	\$ -		
608.10200	SIDEWALK (CONC)	SY	59	\$ 100.00	\$ 5,900.00	\$ 150.00	\$ 8,850.00	\$ 151.00	\$ 8,909.00				\$ 151.00	\$ 100.00	\$ 133.67	\$ -		
609.10700	DOUBLE GUTTER	SY	141	\$ 90.00	\$ 12,690.00	\$ 185.00	\$ 26,085.00	\$ 219.00	\$ 30,879.00				\$ 219.00	\$ 90.00	\$ 164.67	\$ -		
702.30600	RESET SIGNS	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,787.00	\$ 2,787.00				\$ 2,787.00	\$ 400.00	\$ 1,229.00	\$ -		
BID ALTERNATE A					\$ 43,843.00		\$ 64,256.00		\$ 80,104.00							\$ -		
BID ALTERNATE A				\$	43,843.00	BID ALTERNATE A	\$	64,256.00	BID ALTERNATE A	\$	80,104.00	Base Bid			\$	-		

CITY OF LANDER
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT
BID TABULATION SHEET

HDR ENGINEERING INC.
P. O. BOX 467
LANDER, WY 82520
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3											ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Gregco LLC		Bornhoft Construction		Alexander Excavation		HIGH UNIT PRICE	LOW UNIT PRICE	AVERAGE UNIT PRICE	UNIT PRICE (\$)		TOTAL PRICE (\$)					
				UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE (\$)	TOTAL PRICE (\$)						
BID ALTERNATE B																				
202.03400	REMOVAL OF SURFACING	SY	9	\$ 35.00	\$ 315.00	\$ 200.00	\$ 1,800.00	\$ 27.00	\$ 243.00				\$ 200.00	\$ 27.00	\$ 87.33			\$ -		
202.03430	REMOVAL OF CONCRETE	SY	16	\$ 42.00	\$ 672.00	\$ 100.00	\$ 1,600.00	\$ 38.00	\$ 608.00				\$ 100.00	\$ 38.00	\$ 60.00			\$ -		
202.03433	GRINDING SIDEWALK	FT	10	\$ 32.00	\$ 320.00	\$ 50.00	\$ 500.00	\$ 90.00	\$ 900.00				\$ 90.00	\$ 32.00	\$ 57.33			\$ -		
202.03600	CUTTING BIT PVMT	FT	45	\$ 4.00	\$ 180.00	\$ 50.00	\$ 2,250.00	\$ 10.00	\$ 450.00				\$ 50.00	\$ 4.00	\$ 21.33			\$ -		
202.03610	CUTTING CONCRETE	FT	6	\$ 10.00	\$ 60.00	\$ 50.00	\$ 300.00	\$ 53.00	\$ 318.00				\$ 53.00	\$ 10.00	\$ 37.67			\$ -		
203.02500	UNCLASSIFIED EXCAVATION	CY	13	\$ 30.00	\$ 390.00	\$ 50.00	\$ 650.00	\$ 62.00	\$ 806.00				\$ 62.00	\$ 30.00	\$ 47.33			\$ -		
207.03100	TOPSOIL STORING	CY	27	\$ 35.00	\$ 945.00	\$ 50.00	\$ 1,350.00	\$ 82.00	\$ 2,214.00				\$ 82.00	\$ 35.00	\$ 55.67			\$ -		
207.03200	TOPSOIL PLACING	CY	15	\$ 40.00	\$ 600.00	\$ 50.00	\$ 750.00	\$ 162.00	\$ 2,430.00				\$ 162.00	\$ 40.00	\$ 84.00			\$ -		
216.03105	SEEDING	SY	143	\$ 3.50	\$ 500.50	\$ 2.00	\$ 286.00	\$ 2.00	\$ 286.00				\$ 3.50	\$ 2.00	\$ 2.50			\$ -		
301.01080	CRUSHED BASE (GRADING W)	TON	24	\$ 60.00	\$ 1,440.00	\$ 105.00	\$ 2,520.00	\$ 130.00	\$ 3,120.00				\$ 130.00	\$ 60.00	\$ 98.33			\$ -		
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	9	\$ 170.00	\$ 1,530.00	\$ 260.00	\$ 2,340.00	\$ 231.00	\$ 2,079.00				\$ 260.00	\$ 170.00	\$ 220.33			\$ -		
608.10200	SIDEWALK (CONC)	SY	84	\$ 100.00	\$ 8,400.00	\$ 150.00	\$ 12,600.00	\$ 151.00	\$ 12,684.00				\$ 151.00	\$ 100.00	\$ 133.67			\$ -		
609.10200	CURB AND GUTTER TYPE A	FT	8	\$ 100.00	\$ 800.00	\$ 200.00	\$ 1,600.00	\$ 151.00	\$ 1,208.00				\$ 200.00	\$ 100.00	\$ 150.33			\$ -		
702.30600	RESET SIGNS	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,787.00	\$ 2,787.00				\$ 2,787.00	\$ 400.00	\$ 1,229.00			\$ -		
			BID ALTERNATE B		\$ 16,552.50		\$ 29,046.00		\$ 30,133.00									\$ -		
BID ALTERNATE B				\$	16,552.50	BID ALTERNATE B	\$	29,046.00	BID ALTERNATE B	\$	30,133.00		BID ALTERNATE B				\$	-		

CITY OF LANDER
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT
BID TABULATION SHEET

HDR ENGINEERING INC.
P. O. BOX 467
LANDER, WY 82520
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3					HIGH	LOW	AVERAGE	ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	Gregco LLC UNIT PRICE (\$)	TOTAL PRICE (\$)	Bornhoft Construction UNIT PRICE (\$)	TOTAL PRICE (\$)	Alexander Excavation UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
BID ALTERNATE C																	
201.03248	CLEARING TREES 48 in	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 6,000.00	\$ 6,000.00	\$ 10,812.00	\$ 10,812.00				\$ 10,812.00	\$ 3,600.00	\$ 6,804.00		\$ -
202.03400	REMOVAL OF SURFACING	SY	35	\$ 35.00	\$ 1,225.00	\$ 200.00	\$ 7,000.00	\$ 27.00	\$ 945.00				\$ 200.00	\$ 27.00	\$ 87.33		\$ -
202.03430	REMOVAL OF CONCRETE	SY	73	\$ 42.00	\$ 3,066.00	\$ 100.00	\$ 7,300.00	\$ 38.00	\$ 2,774.00				\$ 100.00	\$ 38.00	\$ 60.00		\$ -
202.03433	GRINDING SIDEWALK	FT	30	\$ 32.00	\$ 960.00	\$ 50.00	\$ 1,500.00	\$ 90.00	\$ 2,700.00				\$ 90.00	\$ 32.00	\$ 57.33		\$ -
202.03600	CUTTING BIT PVMIT	FT	75	\$ 4.00	\$ 300.00	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00				\$ 25.00	\$ 4.00	\$ 13.00		\$ -
202.03610	CUTTING CONCRETE	FT	48	\$ 10.00	\$ 480.00	\$ 30.00	\$ 1,440.00	\$ 53.00	\$ 2,544.00				\$ 53.00	\$ 10.00	\$ 31.00		\$ -
203.02500	UNCLASSIFIED EXCAVATION	CV	5	\$ 30.00	\$ 150.00	\$ 100.00	\$ 500.00	\$ 62.00	\$ 310.00				\$ 100.00	\$ 30.00	\$ 64.00		\$ -
207.03100	TOPSOIL STORING	CY	3	\$ 35.00	\$ 105.00	\$ 100.00	\$ 300.00	\$ 81.00	\$ 243.00				\$ 100.00	\$ 35.00	\$ 72.00		\$ -
207.03200	TOPSOIL PLACING	CY	3	\$ 40.00	\$ 120.00	\$ 100.00	\$ 300.00	\$ 161.00	\$ 483.00				\$ 161.00	\$ 40.00	\$ 100.33		\$ -
216.03105	SEEDING	SY	96	\$ 3.50	\$ 336.00	\$ 2.00	\$ 192.00	\$ 2.00	\$ 192.00				\$ 3.50	\$ 2.00	\$ 2.50		\$ -
301.01080	CRUSHED BASE (GRADING W)	TON	44	\$ 60.00	\$ 2,640.00	\$ 105.00	\$ 4,620.00	\$ 130.00	\$ 5,720.00				\$ 130.00	\$ 60.00	\$ 98.33		\$ -
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	16	\$ 170.00	\$ 2,720.00	\$ 260.00	\$ 4,160.00	\$ 231.00	\$ 3,696.00				\$ 260.00	\$ 170.00	\$ 220.33		\$ -
609.10700	DOUBLE GUTTER	SY	78	\$ 90.00	\$ 7,020.00	\$ 165.00	\$ 12,870.00	\$ 219.00	\$ 17,082.00				\$ 219.00	\$ 90.00	\$ 158.00		\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	#DIV/0!		\$ -
			BID ALTERNATE C		\$ 22,722.00		\$ 48,057.00		\$ 48,251.00								\$ -

BID ALTERNATE C \$ 22,722.00 BID ALTERNATE C \$ 48,057.00 BID ALTERNATE C \$ 48,251.00

BID ALTERNATE C \$ -

CITY OF LANDER
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT
BID TABULATION SHEET

HDR ENGINEERING INC.
P. O. BOX 467
LANDER, WY 82520
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3					HIGH	LOW	AVERAGE	ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
BID ALTERNATE D																	
201.03248	CLEARING TREES 48 in	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 6,000.00	\$ 6,000.00	\$ 10,812.00	\$ 10,812.00				\$ 10,812.00	\$ 3,600.00	\$ 6,804.00		\$ -
202.03205	REMOVAL OF FENCE	FT	186	\$ 11.00	\$ 2,046.00	\$ 10.00	\$ 1,860.00	\$ 4.00	\$ 744.00				\$ 11.00	\$ 4.00	\$ 8.33		\$ -
202.03295	REMOVAL OF INLETS	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 500.00	\$ 2,164.00	\$ 2,164.00				\$ 2,164.00	\$ 500.00	\$ 1,254.67		\$ -
202.03400	REMOVAL OF SURFACING	SY	30	\$ 35.00	\$ 1,050.00	\$ 200.00	\$ 6,000.00	\$ 27.00	\$ 810.00				\$ 200.00	\$ 27.00	\$ 87.33		\$ -
202.03430	REMOVAL OF CONCRETE	SY	103	\$ 42.00	\$ 4,326.00	\$ 100.00	\$ 10,300.00	\$ 38.00	\$ 3,914.00				\$ 100.00	\$ 38.00	\$ 60.00		\$ -
202.03433	GRINDING SIDEWALK	FT	10	\$ 32.00	\$ 320.00	\$ 50.00	\$ 500.00	\$ 90.00	\$ 900.00				\$ 90.00	\$ 32.00	\$ 57.33		\$ -
202.03600	CUTTING BIT PVMT	FT	75	\$ 4.00	\$ 300.00	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00				\$ 25.00	\$ 4.00	\$ 13.00		\$ -
202.03610	CUTTING CONCRETE	FT	48	\$ 10.00	\$ 480.00	\$ 30.00	\$ 1,440.00	\$ 53.00	\$ 2,544.00				\$ 53.00	\$ 10.00	\$ 31.00		\$ -
203.02500	UNCLASSIFIED EXCAVATION	CY	36	\$ 30.00	\$ 1,080.00	\$ 50.00	\$ 1,800.00	\$ 62.00	\$ 2,232.00				\$ 62.00	\$ 30.00	\$ 47.33		\$ -
207.03100	TOPSOIL STORING	CY	37	\$ 35.00	\$ 1,295.00	\$ 50.00	\$ 1,850.00	\$ 82.00	\$ 3,034.00				\$ 82.00	\$ 35.00	\$ 55.67		\$ -
207.03200	TOPSOIL PLACING	CY	19	\$ 40.00	\$ 760.00	\$ 50.00	\$ 950.00	\$ 163.00	\$ 3,097.00				\$ 163.00	\$ 40.00	\$ 84.33		\$ -
216.03105	SEEDING	SY	151	\$ 3.50	\$ 528.50	\$ 2.00	\$ 302.00	\$ 2.00	\$ 302.00				\$ 3.50	\$ 2.00	\$ 2.50		\$ -
301.01080	CRUSHED BASE (GRADING W)	TON	68	\$ 60.00	\$ 4,080.00	\$ 100.00	\$ 6,800.00	\$ 130.00	\$ 8,840.00				\$ 130.00	\$ 60.00	\$ 96.67		\$ -
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	27	\$ 170.00	\$ 4,590.00	\$ 260.00	\$ 7,020.00	\$ 231.00	\$ 6,237.00				\$ 260.00	\$ 170.00	\$ 220.33		\$ -
608.10200	SIDEWALK (CONC)	SY	124	\$ 100.00	\$ 12,400.00	\$ 150.00	\$ 18,600.00	\$ 151.00	\$ 18,724.00				\$ 151.00	\$ 100.00	\$ 133.67		\$ -
609.10200	CURB AND GUTTER TYPE A	FT	25	\$ 100.00	\$ 2,500.00	\$ 165.00	\$ 4,125.00	\$ 151.00	\$ 3,775.00				\$ 165.00	\$ 100.00	\$ 138.67		\$ -
609.10700	DOUBLE GUTTER	SY	80	\$ 90.00	\$ 7,200.00	\$ 105.00	\$ 8,400.00	\$ 219.00	\$ 17,520.00				\$ 219.00	\$ 90.00	\$ 138.00		\$ -
620.07010	ADJUSTMENTS, VALVE BOXES	EA	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,646.00	\$ 3,646.00				\$ 3,646.00	\$ 500.00	\$ 1,715.33		\$ -
625.20100	INLET TYPE A	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 9,800.00	\$ 9,800.00	\$ 12,000.00	\$ 12,000.00				\$ 12,000.00	\$ 6,000.00	\$ 9,266.67		\$ -
702.30600	RESET SIGNS	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,787.00	\$ 2,787.00				\$ 2,787.00	\$ 400.00	\$ 1,229.00		\$ -
702.30601	RESET SIGNS WITH CONCRETE FOOTER	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 4,119.00	\$ 4,119.00				\$ 4,119.00	\$ 500.00	\$ 1,939.67		\$ -
BID ALTERNATE D					\$ 55,755.50		\$ 90,122.00		\$ 108,951.00								\$ -
BID ALTERNATE D				\$	55,755.50	BID ALTERNATE D	\$	90,122.00	BID ALTERNATE D	\$	108,951.00		BID ALTERNATE D				\$ -

CITY OF LANDER
PROJECT NO. 1032803 - LANDER SIDEWALK IMPROVEMENTS PROJECT
BID TABULATION SHEET

HDR ENGINEERING INC.
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LANDER, WY 82520
(307) 228-6063

BID OPENING: 12/13/2024

BID SCHEDULE				1		2		3					HIGH	LOW	AVERAGE	ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
BID ALTERNATE A																	
201.03206	CLEARING TREES 6 in	EA	1	\$ 700.00	\$ 700.00	\$ 900.00	\$ 900.00	\$ 3,604.00	\$ 3,604.00				\$ 3,604.00	\$ 700.00	\$ 1,734.67	\$ -	\$ -
202.03205	REMOVAL OF FENCE	FT	6	\$ 11.00	\$ 66.00	\$ 100.00	\$ 600.00	\$ 4.00	\$ 24.00				\$ 100.00	\$ 4.00	\$ 38.33	\$ -	\$ -
202.03400	REMOVAL OF SURFACING	SY	23	\$ 35.00	\$ 805.00	\$ 100.00	\$ 2,300.00	\$ 27.00	\$ 621.00				\$ 100.00	\$ 27.00	\$ 54.00	\$ -	\$ -
202.03430	REMOVAL OF CONCRETE	SY	128	\$ 36.00	\$ 4,608.00	\$ 100.00	\$ 12,800.00	\$ 38.00	\$ 4,864.00				\$ 100.00	\$ 36.00	\$ 58.00	\$ -	\$ -
202.03433	GRINDING SIDEWALK	FT	10	\$ 32.00	\$ 320.00	\$ 50.00	\$ 500.00	\$ 90.00	\$ 900.00				\$ 90.00	\$ 32.00	\$ 57.33	\$ -	\$ -
202.03600	CUTTING BIT PYMT	FT	75	\$ 4.00	\$ 300.00	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00				\$ 25.00	\$ 4.00	\$ 13.00	\$ -	\$ -
202.03610	CUTTING CONCRETE	FT	48	\$ 10.00	\$ 480.00	\$ 25.00	\$ 1,200.00	\$ 53.00	\$ 2,544.00				\$ 53.00	\$ 10.00	\$ 29.33	\$ -	\$ -
203.02500	UNCLASSIFIED EXCAVATION	CY	37	\$ 30.00	\$ 1,110.00	\$ 25.00	\$ 925.00	\$ 62.00	\$ 2,294.00				\$ 62.00	\$ 25.00	\$ 39.00	\$ -	\$ -
207.03100	TOPSOIL STORING	CY	2	\$ 35.00	\$ 70.00	\$ 100.00	\$ 200.00	\$ 83.00	\$ 166.00				\$ 100.00	\$ 35.00	\$ 72.67	\$ -	\$ -
207.03200	TOPSOIL PLACING	CY	2	\$ 40.00	\$ 80.00	\$ 100.00	\$ 200.00	\$ 165.00	\$ 330.00				\$ 165.00	\$ 40.00	\$ 101.67	\$ -	\$ -
216.03105	SEEDING	SY	200	\$ 3.50	\$ 700.00	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00				\$ 3.50	\$ 2.00	\$ 2.50	\$ -	\$ -
301.01080	CRUSHED BASE (GRADING W)	TON	64	\$ 60.00	\$ 3,840.00	\$ 105.00	\$ 6,720.00	\$ 130.00	\$ 8,320.00				\$ 130.00	\$ 60.00	\$ 98.33	\$ -	\$ -
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	23	\$ 170.00	\$ 3,910.00	\$ 265.00	\$ 6,095.00	\$ 231.00	\$ 5,313.00				\$ 265.00	\$ 170.00	\$ 222.00	\$ -	\$ -
608.10200	SIDEWALK (CONC)	SY	70	\$ 100.00	\$ 7,000.00	\$ 150.00	\$ 10,500.00	\$ 151.00	\$ 10,570.00				\$ 151.00	\$ 100.00	\$ 133.67	\$ -	\$ -
609.10200	CURB AND GUTTER TYPE A	FT	21	\$ 100.00	\$ 2,100.00	\$ 150.00	\$ 3,150.00	\$ 151.00	\$ 3,171.00				\$ 151.00	\$ 100.00	\$ 133.67	\$ -	\$ -
609.10700	DOUBLE GUTTER	SY	78	\$ 90.00	\$ 7,020.00	\$ 165.00	\$ 12,870.00	\$ 219.00	\$ 17,082.00				\$ 219.00	\$ 90.00	\$ 158.00	\$ -	\$ -
BID ALTERNATE A					\$ 33,109.00		\$ 61,235.00		\$ 60,953.00								\$ -
Base Bid				\$	33,109.00	Base Bid	\$	61,235.00	Base Bid	\$	60,953.00	Base Bid				\$	-

ADDENDUM NO. 4

ADDENDUM NO: 4

PROJECT NAME: Lander Sidewalk Improvement Project Phase 1

HDR PROJECT NO: 10328203

OWNER: CITY OF LANDER

ENGINEER: HDR Engineering, Inc.
325 Main Street
Lander, WY 82520

DATE: 12/11/2024

The Construction Documents for the above stated Project as previously issued are hereby modified as follows:

CHANGES TO PROJECT MANUAL

Remove 00 41 13 – Bid Form in its entirety (13 sheets) and replace with attached Bid Form (13 sheets) with “Addendum No. 4” in the title and footer. There was a quantity error in the Base Bid Schedule for Crushed Base (Grading W).

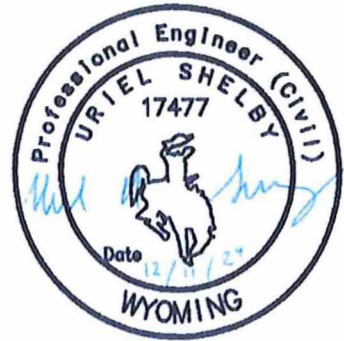
Remove Plan Sheet B1.0 (1 sheet) and replace with attached Plan Sheet B1.0-Addendum No. 4. The TEQ has been updated to reflect the correct Crushed Base (Grading W) quantity.

****ALL BIDDERS SHALL ACKNOWLEDGE THE RECEIPT OF THIS ****
****ADDENDUM, BY NUMBER, ON EACH OF THE BID FORMS****

Issued By:
HDR Engineering, Inc.

Uriel M. Shelby, P.E.
Project Manager

END OF ADDENDUM



BID FORM

Addendum No. 4

PROJECT IDENTIFICATION: Lander Sidewalk Improvement Project

CONTRACT IDENTIFICATION: PROJECT No. 10328203

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Lander
240 Lincoln Street
Lander, WY 82520

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 By signing this Bid Form, the Bidder acknowledges and accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security, and those dealing with Wyoming State Statute requirements. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 30 days after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	07/18/2024
2	10/01/2024
3	10/24/2024
4	12/11/2024
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and

documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder has read, understands, acknowledges all Federal Aid Procurement Requirements for the project and all related certifications.
- F. COMPETITIVE BIDDING
1. The undersigned Bidder certifies that it and all of its contracted subcontractors are private contractors and are NOT public agencies.
 2. The person, or persons, signing this proposal on behalf of the Bidder certify that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of said Proposal.
 3. This certification of free competitive bidding is made subject to the penalty of perjury in accordance with the laws of the U.S. Government and the State of Wyoming.

ARTICLE 5 – BASIS OF BID

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

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
BASE BID					
106.08000	INDEPENDENT CONSTRUCTION MATERIALS TESTING	LS	1	17,500.00	17,500.00
109.08000	MOBILIZATION	LS	1	70,000.00	70,000.00
109.11000	CONTRACT BOND	LS	1	16,000.00	16,000.00
201.02200	CLEARING AND GRUBBING	LS	1	15,000.00	15,000.00
201.02206	CLEARING TREES 6 in	EA	2	700.00	1,400.00
201.02210	CLEARING TREES 10 in	EA	4	800.00	3,200.00
201.02216	CLEARING TREES 18 in	EA	3	1,100.00	3,300.00
201.02248	CLEARING TREES 48 in	EA	1	3,600.00	3,600.00
202.02120	REMOVAL OF SIGNS	EA	1	400.00	400.00
202.02205	REMOVAL OF FENCE	FT	803	11.00	8,833.00
202.02295	REMOVAL OF INLETS	EA	1	1,100.00	1,100.00
202.02400	REMOVAL OF SURFACING	SY	276	35.00	9,660.00
202.02430	REMOVAL OF CONCRETE	SY	659	42.00	27,678.00
202.02433	GRINDING SIDEWALK	FT	100	32.00	3,200.00
202.02600	CUTTING BIT PAVT	FT	937	4.00	3,748.00
202.02610	CUTTING CONCRETE	FT	178	10.00	1,780.00
203.02500	UNCLASSIFIED EXCAVATION	CY	68	30.00	2,040.00
207.02100	TOPSOIL STORING	CY	27	35.00	945.00
207.02200	TOPSOIL PLACING	CY	17	40.00	680.00
216.02105	SEEDING	SY	1,670	3.50	5,845.00
216.02700	SODDING	SY	70	25.00	1,750.00
216.02970	LANDSCAPING	LS	1	23,000.00	23,000.00
301.01080	CRUSHED BASE (GRADING W)	TON	468	60.00	28,080.00
406.03010	PLANT MIX (COMMERCIAL)	SY	243	150.00	36,450.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	180	170.00	30,600.00
607.40100	FENCE INDUSTRIAL 42 in	FT	120	35.00	4,200.00
607.61800	GATES INDUSTRIAL-ROLLING 25 ft	EA	1	6,000.00	6,000.00
608.10200	SIDEWALK (CONC)	SY	901	100.00	90,100.00
609.10200	CURB AND GUTTER TYPE A	FT	213	100.00	21,300.00
609.10700	DOUBLE GUTTER	SY	314	110.00	34,540.00
620.07010	ADJUSTMENTS, VALVE BOXES	EA	3	500.00	1,500.00
625.20100	INLET TYPE A	EA	1	6,000.00	6,000.00
702.30600	RESET SIGNS	EA	9	400.00	3,600.00
702.30900	INSTALL RRFB SYSTEM	EA	2	19,500.00	39,000.00
703.02100	FLAGGING	HR	75	75.00	5,625.00
703.02110	TEMPORARY TRAFFIC CONTROL	LS	1	20,000.00	20,000.00
799.71825	EPOXY PAVEMENT LINE 18in	FT	56	26.79	1,500.00
799.74900	PAVEMENT MARKING REMOVAL	SF	124	8.00	1,000.00
999.30000	SWEEPING	LS	1	3,000.00	3,000.00

BASE BID PRICE (\$ 553,154.00)
BASE BID PRICE IN WORDS FIVE HUNDRED FIFTY THREE THOUSAND ONE HUNDRED
FIFTY FOUR DOLLARS

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
BID ALTERNATE A					
202.03205	REMOVAL OF FENCE	FT	67	11.00	737.00
202.03400	REMOVAL OF SURFACING	SY	86	35.00	3,010.00
202.03430	REMOVAL OF CONCRETE	SY	146	42.00	6,132.00
202.03433	GRINDING SIDEWALK	FT	10	32.00	320.00
202.03500	RESET MAILBOX (SINGLE)	EA	2	700.00	1,400.00
202.03600	CUTTING BIT PVMT	FT	118	4.00	472.00
202.03610	CUTTING CONCRETE	FT	72	10.00	720.00
203.02500	UNCLASSIFIED EXCAVATION	CY	12	30.00	360.00
207.03100	TOPSOIL STORING	CY	12	35.00	420.00
207.03200	TOPSOIL PLACING	CY	6	40.00	240.00
216.03105	SEEDING	SY	232	3.50	812.00
301.01080	CRUSHED BASE (GRADING W)	TON	77	60.00	4,620.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	33	170.00	5,610.00
608.10200	SIDEWALK (CONC)	SY	59	100.00	5,900.00
609.10700	DOUBLE GUTTER	SY	141	90.00	12,690.00
702.30600	RESET SIGNS	EA	1	400.00	400.00

BID ALTERNATE A PRICE (\$ 43,843.00)
BID ALTERNATE A PRICE IN WORDS FORTY THREE THOUSAND EIGHT HUNDRED AND FORTY
THREE DOLLARS

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
BID ALTERNATE B					
202.03400	REMOVAL OF SURFACING	SY	9	35.00	315.00
202.03430	REMOVAL OF CONCRETE	SY	16	42.00	672.00
202.03433	GRINDING SIDEWALK	FT	10	32.00	320.00
202.03600	CUTTING BIT PVMT	FT	45	4.00	180.00
202.03610	CUTTING CONCRETE	FT	6	10.00	60.00
203.02500	UNCLASSIFIED EXCAVATION	CY	13	30.00	390.00
207.03100	TOPSOIL STORING	CY	27	35.00	945.00
207.03200	TOPSOIL PLACING	CY	15	40.00	600.00
216.03105	SEEDING	SY	143	3.50	500.50
301.01080	CRUSHED BASE (GRADING W)	TON	24	60.00	1,440.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	9	170.00	1,530.00
608.10200	SIDEWALK (CONC)	SY	84	100.00	8,400.00
609.10200	CURB AND GUTTER TYPE A	FT	8	100.00	800.00
702.30600	RESET SIGNS	EA	1	400.00	400.00

BID ALTERNATE B PRICE (\$ 16,552.50)
BID ALTERNATE B PRICE IN WORDS SIXTEEN THOUSAND FIVE HUNDRED AND FIFTY TWO
DOLLARS AND 52 CENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
BID ALTERNATE C					
201.03248	CLEARING TREES 48 in	EA	1	3,600.00	3,600.00
202.03400	REMOVAL OF SURFACING	SY	35	35.00	1,225.00
202.03430	REMOVAL OF CONCRETE	SY	73	42.00	3,066.00
202.03433	GRINDING SIDEWALK	FT	30	32.00	960.00
202.03600	CUTTING BIT PVMT	FT	75	4.00	300.00
202.03610	CUTTING CONCRETE	FT	48	10.00	480.00
203.02500	UNCLASSIFIED EXCAVATION	CY	5	30.00	150.00
207.03100	TOPSOIL STORING	CY	3	35.00	105.00
207.03200	TOPSOIL PLACING	CY	3	40.00	120.00
216.03105	SEEDING	SY	96	3.50	336.00
301.01080	CRUSHED BASE (GRADING W)	TON	44	60.00	2,640.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	16	170.00	2,720.00
609.10700	DOUBLE GUTTER	SY	73	90.00	7,020.00

BID ALTERNATE C PRICE (\$ 22,722.00)

twenty-two thousand seven hundred twenty-two

BID ALTERNATE C PRICE IN WORDS

DOLLARS

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
BID ALTERNATE D					
201.03248	CLEARING TREES 48 in	EA	1	3,600.00	3,600.00
202.03205	REMOVAL OF FENCE	FT	186	11.00	2,046.00
202.03295	REMOVAL OF INLETS	EA	1	1,100.00	1,100.00
202.03400	REMOVAL OF SURFACING	SY	30	35.00	1,050.00
202.03430	REMOVAL OF CONCRETE	SY	103	42.00	4,326.00
202.03433	GRINDING SIDEWALK	FT	10	32.00	320.00
202.03600	CUTTING BIT PVMT	FT	75	4.00	300.00
202.03610	CUTTING CONCRETE	FT	48	10.00	480.00
203.02500	UNCLASSIFIED EXCAVATION	CY	36	30.00	1,080.00
207.03100	TOPSOIL STORING	CY	37	35.00	1,295.00
207.03200	TOPSOIL PLACING	CY	19	40.00	760.00
216.03105	SEEDING	SY	151	3.50	528.50
301.01080	CRUSHED BASE (GRADING W)	TON	68	60.00	4,080.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	27	170.00	4,590.00
608.10200	SIDEWALK (CONC)	SY	124	100.00	12,400.00
609.10200	CURB AND GUTTER TYPE A	FT	25	100.00	2,500.00
609.10700	DOUBLE GUTTER	SY	80	90.00	7,200.00
620.07010	ADJUSTMENTS, VALVE BOXES	EA	1	500.00	500.00
625.20100	INLET TYPE A	EA	1	6,000.00	6,000.00
702.30600	RESET SIGNS	EA	1	400.00	400.00
702.30601	RESET SIGNS WITH CONCRETE FOOTER	EA	1	1,200.00	1,200.00

BID ALTERNATE D PRICE (\$ 55,755.50)

fifty-five thousand seven hundred fifty-five dollars and fifty

BID ALTERNATE D PRICE IN WORDS

cents

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL PRICE
BID ALTERNATE E					
201.03206	CLEARING TREES 6 in	EA	1	700.00	700.00
202.03205	REMOVAL OF FENCE	FT	6	11.00	66.00
202.03400	REMOVAL OF SURFACING	SY	23	35.00	805.00
202.03430	REMOVAL OF CONCRETE	SY	128	36.00	4,608.00
202.03433	GRINDING SIDEWALK	FT	10	32.00	320.00
202.03600	CUTTING BIT PVT	FT	75	4.00	300.00
202.03610	CUTTING CONCRETE	FT	48	10.00	480.00
203.02500	UNCLASSIFIED EXCAVATION	CY	37	30.00	1,110.00
207.03100	TOPSOIL STORING	CY	2	35.00	70.00
207.03200	TOPSOIL PLACING	CY	2	40.00	80.00
216.03105	SEEDING	SY	200	3.50	700.00
301.01080	CRUSHED BASE (GRADING W)	TON	64	60.00	3,840.00
406.03015	5" THICK PLANT MIX PATCH (COMMERCIAL)	SY	23	170.00	3,910.00
608.10200	SIDEWALK (CONC)	SY	70	100.00	7,000.00
609.10200	CURB AND GUTTER TYPE A	FT	21	100.00	2,100.00
609.10700	DOUBLE GUTTER	SY	78	90.00	7,020.00

BID ALTERNATE E PRICE (\$ 33,109.00)
BID ALTERNATE E PRICE IN WORDS thirty-three thousand one hundred nine dollars

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Title VI/EEO Identification Form;
 - C. Disadvantaged Business Enterprise (DBE) Participation Certification
 - D. DBE Regular Dealer-Distributor Form (this form needs to be filled out by all bidders, prime and sub, non-DBE and DBE)
 - E. Certification of Suspension and Debarment
 - F. Registration with Wyoming Secretary of State Form accompanied by proof of Registration
 - G. List of Proposed Subcontractors

H. List of Proposed Suppliers

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If the Bidder Is:

A Partnership

Partnership

Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or
printed): _____Bidder's Business
address: _____

Phone: _____

Facsimile: _____

Submitted on _____, 20____.

Contractor License No. _____.

A Corporation

Corporation

Name: _____ GREGCO LLC _____ (SEAL)

State of Incorporation: _____ WYOMING _____

Type (General Business, Professional, Service, Limited
Liability): _____ LLC _____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____ HECTOR SOLIS _____

Title: _____ MANAGING MEMBER _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Bidder's Business
address: _____

Phone: _____
Facsimile: _____

Submitted on _____, 20____.

Contractor License No. _____.

An Individual

Name (typed or
printed): _____

By: _____
(SEAL) *(Individual's Signature)*

Doing business
as: _____

Bidder's Business
address: _____

Phone: _____
Facsimile: _____

Submitted on _____, 20____.

Contractor License No. _____.

LIST OF SUBCONTRACTORS AND SUPPLIERS

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

____. Subcontractor Name and Address:

FREMONT MATERIALS TRESTING
 155N 1ST ST.
 STE A
 LANDER, WY 82520

Work to be Performed:

PROVIDE A FIELD TECHNICIAN TO SAMPLE AND TEST ROAD BASE, TEST SUBGRADE COMPACTION USING A NUCLEAR GAUGE
 AND TEST THE FIRST LOAD OF EACH CONCRETE POUR

Percent of total Contract: _____

____. Subcontractor Name and Address:

ROCKY MOUNTAIN PREMIX CONCRETE
 51 Lower North Fork Rd
 Lander, WY 82520

Work to be Performed:

SUPPLY OF CONCRETE AND ROAD BASE

Percent of total Contract: _____

____. Subcontractor Name and Address:

71 Construction
 820 Lough St, Riverton,
 WY 82501

Work to be Performed:

SUPPLY OF ASPHALT AND TOPSOIL

Percent of total Contract: _____

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

____. Supplier Name and Address:

GADES SALES CO, INC

7100 Broadway # 5T,

Denver, CO 80221

Materials to be Supplied:

RRFRB SOLAR CROSSWALK DOUBLE SIDE BEACONS RRFB WITH BUTTON SUPPLY

____. Supplier Name and Address:

ALL FENCE SUPPLY INC

800 Wall Ave, Ogden, UT 84404

UT 84404

Materials to be Supplied:

FENCE SUPPLY

____. Supplier Name and Address:

Materials to be Supplied:

IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	GREGCO LLC
WYDOT Project #:	CD21510
Project Location:	LANDER, WY
Phone #:	(307) 679-3000

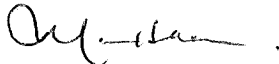
TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? <i>(Project Sponsor Only – Contractors need not respond)</i>	YES ☐	NO ☒
Has the Coordinator changed since the last submitted Identification form?	YES ☒	NO ☐
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES ☒	NO ☐

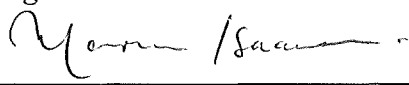
TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator: MARIA ISAACSON	Signature: 	Date: 12/13/24
Title VI/EEO Coordinator Work Title: SECRETARY	Email Address: GREGCOWY@GMAIL.COM	Phone #: (307) 313-0680

APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name: MARIA ISAACSON	Signature: 
Appointing Official's Work Title: SECRETARY	Date: 12/13/24

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or lisa.fresquez@wyo.gov.

SECTION 00 43 13

CNA Bid Bond # 67285527

BID BOND

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

BIDDER (Name and Address):

Gregco LLC
201 Woodridge Lane
Evanston, WY 82930

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

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER (Name and Address):

City of Lander
240 Lincoln Street
Lander, WY 82520

BID

Bid Due Date: December 13, 2024

Description (Project Name— Include Location):

Lander Sidewalk Improvement Project - Project is for sidewalk installation and other related work in various locations throughout the City of Lander, WY.

BOND

Bond Number: Bid Bond

Date: December 10, 2024

Penal sum Five Percent of Amount Bid \$ 5%

(Words)

(Figures)

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

BIDDER

Gregco LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Hector G Solis
Print Name

owner
Title

Attest: [Signature]
Signature

Title SECRETARY

SURETY

Western Surety Company
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

TifAnne Nicole Morrow
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Title PRODUCER

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

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

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

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

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

any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67285527

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Tif'Anne Nicole Morrow

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Gregco LLC

Obligee: City of City of Lander

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67285527 is not issued on or before midnight of March 13th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed, this 13th day of December, 2024.

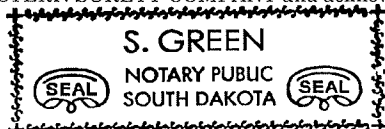
STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

} ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 13th day of December, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

The United States Department of Transportation

Standard Title VI Assurances/Non-Discrimination Provisions

DOT Order No. 1050.2A

GREGCO LLC

_____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- 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 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

GREGCO LLC

“ _____, 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 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.”;

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

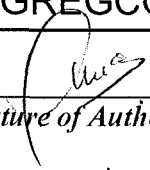
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, GREGCO LLC also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

GREGCO LLC gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the **FHWA Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **FHWA Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

GREGCO LLC

By: 
 (Signature of Authorized Official)

DATE: 12-13-24

APPENDIX A

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:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** 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 Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **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 Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **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 Recipient or the **FHWA** 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that GREGCO LLC will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21st Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA) Program, and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto GREGCO LLC all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto GREGCO LLC and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on GREGCO LLC, its successors and assigns.

GREGCO LLC, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that GREGCO LLC will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by GREGCO LLC pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GREGCO LLC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GREGCO LLC will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GREGCO LLC and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GREGCO LLC pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the GREGCO LLC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the GREGCO LLC will there upon revert to and vest in and become the absolute property of GREGCO LLC and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

APPENDIX E

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); and 49 CFR Part 21;
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- 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, 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 C.F.R. 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.*).

Project No. LANDER SIDEWALK IMPROVEMENT PROJECT - PHASE I 10328203
 Prime Contractor GREGCO LLC

E-91-DBE Doc
 Rev. 09-24

☐ Bidder does not intend to subcontract

☒ I agree and understand with DBE process.

**See process below

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for subcontract work or materials to be used on this project. Suppose one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e., furnish sign materials as a supplier and perform flagging and traffic control as a subcontractor). In that case, the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
Hardives Construction, Inc. Phone: (406)850-3047 Email: jody@hdsphalt.com	DBE	Asphalt Supplier	237310	☐ Black American ☐ Hispanic American ☒ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☒ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 - 3 Million ☐ \$3 - 6 Million ☐ \$6 - 10 Million ☐ More than \$10 Million	Email	12/09/24	12/10/24	☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted - See Bid ☐ Quote submitted - Not used
Villalobos Concrete, Inc. Phone: (720)929-1894 carmen@villaloboscc.com; jlore@villaloboscc.com	DBE	Asphalt Supplier	237310 237990	☒ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☒ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 - 3 Million ☐ \$3 - 6 Million ☐ \$6 - 10 Million ☐ More than \$10 Million	Email	12/09/24	12/10/24	☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted - See Bid ☐ Quote submitted - Not used

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the Firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
Intermountain Builders Phone: (307)332-6119 Email: intermountainbuilders@wyoming.com	DBE	Asphalt Subcontractor	237310	☐ Black American ☒ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(g)	☐ Non-Minority Woman-owned ☒ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 - 3 Million ☐ \$3 - 6 Million ☐ \$6 - 10 Million ☐ More than \$10 Million	Phone Email Email	12/9/24 12/09/24 12/1/0/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted - See Bid ☐ Quote submitted - Not used
Pavement Solutions, Inc. Phone: (480)254-2091 Email: timpavesol@gmail.com	DBE	Asphalt Subcontractor	237310	☐ Black American ☒ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(g)	☐ Non-Minority Woman-owned ☒ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 - 3 Million ☐ \$3 - 6 Million ☐ \$6 - 10 Million ☐ More than \$10 Million	Phone Email Email	12/9/24 12/09/24 12/1/0/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted - See Bid ☐ Quote submitted - Not used
Alexander Construction Co. Phone: (480)254-2091 Email: timpavesol@gmail.com	DBE	Asphalt Subcontractor Landscaping Subcontractor	237310	☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(g)	☒ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 - 3 Million ☐ \$3 - 6 Million ☐ \$6 - 10 Million ☐ More than \$10 Million	Email Email	12/09/24 12/1/0/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted - See Bid ☐ Quote submitted - Not used
Asphalt Plus, Inc. Phone: (406)248-5609 Email: office@asphaltplusinc.com	DBE	Asphalt Subcontractor	237310	☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(g)	☒ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 - 3 Million ☐ \$3 - 6 Million ☐ \$6 - 10 Million ☐ More than \$10 Million	Email Email	12/09/24 12/1/0/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted - See Bid ☐ Quote submitted - Not used
Entitlement & Engineering Solutions, Inc. Phone: (303)572-7997 Email: amanda.oconnor@ees-us.com	DBE	Material Testing	541330	☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(g)	☒ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 - 3 Million ☐ \$3 - 6 Million ☐ \$6 - 10 Million ☐ More than \$10 Million	Email Email	12/09/24 12/1/0/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted - See Bid ☐ Quote submitted - Not used

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
Harmony Design, Inc. Phone: (208)354-1331 Email: jen.zung@harmonydesigninc.com	DBE	Material Testing	541330 541320	☐ Black American ☐ Hispanic American ☐ Native American ☒ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☒ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million	Email	12/09/24 12/10/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
Professional Landscaping, Inc. Phone: (307)778-8106 Email: gbgrady2@aol.com	DBE	Landscaping Subcontractor	561730	☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☒ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million	Email	12/09/24 12/10/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
Triple A. Building Services, Inc. DBE Phone: (307)322-2278 Email: lhale_alex@yahoo.com	DBE	Landscaping Subcontractor	561730	☒ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☒ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million	Email	12/09/24 12/10/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
Entitlement & Engineering Solutions, Inc. Phone: (307)532-3129 Email: glconcrete123@gmail.com	DBE	Ready-Mix Concrete Supplier	327320	☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☒ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million	Email	12/09/24 12/10/24		☒ No Response ☐ Not Interested ☒ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
Rocky Mountain Pre-Mix Concrete Non-DBE	Non-DBE	Ready-Mix Concrete Supplier	327320	☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million	Email	12/09/24 12/10/24		☒ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used

Disadvantaged Business Entity and/or Non-DBE Subcontractor	DBE or Non-DBE	Specific Subcontract Work or Materials Requested	NAICS	Race Information for Firm's Majority Owner	Gender Information for Firm's Majority Owner	Age of the firm (MM/YY)	Annual Gross Receipts	Contact Method	Contact Date	Contact Date #2	Contact Result
				☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million				☐ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
				☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million				☐ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
				☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million				☐ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
				☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million				☐ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used

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				☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million				☐ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
				☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million				☐ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used
				☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Other pursuant to 49 CFR § 26.67(d)	☐ Non-Minority Woman-owned ☐ Minority Male-owned ☐ Minority Woman-owned ☐ Non-Minority Male-owned		☐ Less than \$1 Million ☐ \$1 – 3 Million ☐ \$3 – 6 Million ☐ \$6 – 10 Million ☐ More than \$10 Million				☐ No Response ☐ Not Interested ☐ Not quoting on this project ☐ Quote submitted – See Bid ☐ Quote submitted – Not used

**** DBE Does not intend to subcontract.**

Instructions for Do Not Intend to Subcontract Check boxes:

Box 1: By checking this box, you confirm that you have chosen not to subcontract any work at the time of the bid letting.

Box 2: By checking this box, you agree that if you decide to subcontract work after being awarded the contract due to time constraints or equipment availability, you must follow the same good faith effort protocol to solicit Disadvantaged Business Enterprises (DBEs). All quotes must be sent to the WYDOT Local Government Coordination Office at cole.bostron@wyo.gov. The DBE approval solicitation process, including completing a DBE2 form, must be followed before any subcontract work can be approved.

CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person or persons associated therewith in the capacity of owner, partner, director or officer authorized to sign contracts certifies by signing this proposal that the response(s) to the following questions is (are) true:

- I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?
YES () NO (X)
- II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded or determined ineligible by any state or federal agency within the past three years?
YES () NO (X)
- III. Has any interested party have a debarment pending?
YES () NO (X)
- IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?
YES () NO (X)

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES () NO (X)

Suspension or Debarment actions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION
N/A		

The person or persons signing this proposal do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

REGISTRATION WITH THE WYOMING SECRETARY OF STATE

I. Bidder is a corporation or limited liability company? YES (X) NO ()

II. Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES (X) NO ()

STATE OF WYOMING
Office of the Secretary of State

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

GREGCO LLC
is a
Limited Liability Company

formed or qualified under the laws of Wyoming did on **April 21, 2011**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2011-000600334**.

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

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 10th day of December, 2024 at 7:25 PM. This certificate is assigned ID Number 078940733.



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

Secretary of State

WYOMING REGISTERED BUSINESS

100% Wyoming Resident Owned

W.S. § 16-6-101(a)(i)(B)

Section 10, Item D.

AFFIDAVIT:

State of WYOMING

County of UINTA

KNOW ALL MEN BY THESE PRESENTS:

THAT GREGCO LLC

Business Entity

doing business as GREGCO

Name of DBA

of 201 WOODRIDGE LN

Wyoming Business Street Address

City of EVANSTON

County of UINTA

State of WYOMING

with a mailing address of 201 WOODRIDGE LN EVANSTON, WY 82930 PHONE (307) 679-3000

Email Address: GREGCOWY@GMAIL.COM Address City/State/Zip Telephone Number

Tax ID: 83-489446

being duly sworn, deposes and says that each member or shareholder of the partnership, association, limited partnership, registered limited partnership, registered limited liability company or corporation has been a resident of the state for one (1) year or more immediately prior to bidding upon the contract or responding to a request for proposal.

Please Indicate Type of Business (check all that apply):

Erection ☒ Construction ☒ Alteration ☒ Repair ☒ Supplier/Manufacturer ☐

LIST ALL PARTNERS, MEMBERS OR SHAREHOLDERS OF THE BUSINESS ENTITY. IF MORE THAN TWO, YOU WILL NEED TO ATTACH AN ADDITIONAL NOTARIZED LIST.

1. Name: HECTOR SOLIS

Permanent Home Street Address: 201 WOODRIDGE LN EVANSTON, WY 82930

Address

City/State/Zip

Number of Years WY Resident: 26

Years at this Address: 12

WY Driver's License No.: 106636-137

Issued: 10/04/22

Expires: 01/30/28

2. Name: _____

Permanent Home Street Address: _____

Address

City/State/Zip

Number of Years WY Resident: _____

Years at this Address: _____

WY Driver's License No.: _____ Issued: _____ Expires: _____

Note: PLEASE PROVIDE A PHOTOCOPY OF EACH PARTNER'S, MEMBER'S OR SHAREHOLDER'S DRIVER'S LICENSE. IF THE LICENSE HAS AN EXTENSION, PLEASE PROVIDE A COPY OF THE BACK OF THE LICENSE ALSO. WE WILL NOT PROCESS THIS AFFIDAVIT WITHOUT A COPY.

THE FOREGOING INFORMATION IS TRUE AND CORRECT.

OWNER

Title

Title

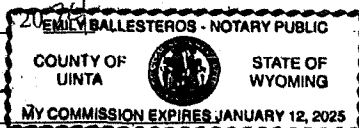
Sworn to before me on this 21st day of

Sworn to before me on this _____ day of

August

, 2024.

Emily Ballesteros
Notary Public



Notary Public

INCOMPLETE OR UNSIGNED FORMS WILL BE RETURNED FOR CORRECTION



STATE OF WYOMING

CERTIFICATE OF RESIDENCY

Contractor Number: 1048

GREGCO

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.
GRANTED THIS 21ST DAY OF AUGUST TWO THOUSAND AND 24

Michete Johnson, Program Manager

EXPIRATION DATE: 8/20/2025

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



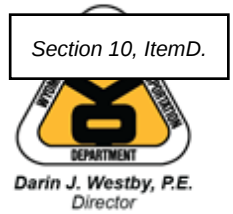
CERTIFICATE SERIAL NUMBER: 2108202464



WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



January 6, 2025

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

RE: Concurrence in Bid Award - FY2021 Transportation Alternatives Program (TAP) Project CD21510

Dear RaJean,

This letter serves to inform the City of Lander that after review of the bid tabulation and supporting documentation submitted, we concur in your recommendation to award the project to Gregco, LLC. Please ensure that the low bidder is made aware that should any additional opportunities for subcontracting arise on the project, they *must* solicit DBE's for bids for the work and show proof of the solicitation.

Once the contract, *with the FHWA 1273 physically attached*, has been fully executed, please email a copy to me for review. Please also send copies of the agreements with all subcontractors associated with this project.

This is NOT your Notice to Proceed with Construction. Your Notice to Proceed with Construction will be issued after a copy of the fully executed contract is received.

If you have any questions please feel free to call me at 307-777-4451 or Alyssa.Quinn1@wyo.gov.

Sincerely,

Alyssa Quinn
Local Government Specialist

Cc: Peter Hallsten, P.E. – WYDOT District Engineer

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

Amendment dated December 6, 2024

THE AGREEMENT made as of March 12, 2024, between City of Lander, 240 Lincoln Street, Lander, WY 82520 (OWNER) and Ayres Associates Inc, 214 W. Lincoln Way, Suite 22, Cheyenne, WY 82001 (CONSULTANT) is hereby amended as set forth below.

1. Attachment A: Scope of Services Section 4.12 is hereby replaced with the following:

4.12 The proposed schedule for this project anticipates that work will commence timely following an executed contract and Notice to Proceed by the OWNER, assumed in April 2024. Final deliverables for the various Project parts will be produced throughout the process with completion anticipated by the end of April 30, 2025. CONSULTANT understands the OWNER's fiscal year ends in June 2024 with a new fiscal year commencing in July 2024 and will work with the OWNER on budget alignments at that time.

2. Exhibit 1: Task 4. Master Plan Development is hereby replaced with the following:

This exercise will occur throughout and lead to the overall Master Plan.

- Draft Plan
 - The draft Master Plan will be shared with City staff for no more than two rounds of review with comments compiled and sent back to our team to incorporate into the final version.
- Final Draft Open House and Work Session Review
 - CONSULTANT will work with City staff to schedule an afternoon/early evening community open house and joint Planning Commission and City Council Work Session to review and provide final comments on the Master Plan.
- Final Plan and Adoption
 - Following the open house and joint Work Session, CONSULTANT will finalize the Master Plan and deliver to the City for adoption as digital files (.pdf and base design files).
 - We will be present during the adoption meeting to answer any final questions.

Key Deliverables: Draft Plan, Final Draft Plan, Open House Materials, Work Session Presentation, Final Plan.

Key Meetings: Community Open House, Joint Work Session, Adoption Meeting (tentative).

3. Exhibit 1: Task 5. Parks and Recreation Plan Development is hereby replaced with the following:

This exercise will occur throughout and run concurrent with the Master Plan process. We anticipate engagement efforts (Bullseye Workshop Series), review, and adoption meetings occurring simultaneously with the Master Plan items under Task 4.

- Draft Plan
 - The draft Parks and Recreation Plan will be shared with City staff for no more than two rounds of review with comments compiled and sent back to our team to incorporate into the final version.
- Final Draft Open House and Work Session Review
 - We will work with City staff to schedule an afternoon/early evening community open house to review and provide final comments on the Parks and Recreation Plan.

- Final Plan and Adoption
 - Following the open house, CONSULTANT will finalize the Parks and Recreation Plan and deliver it to the City for adoption as digital files (.pdf and base design files).
 - We will be present during the adoption meeting to answer any final questions.

Key Deliverables: Draft Plan, Final Draft Plan, Open House Materials, Final Plan.
 Key Meetings: (*note concurrent with Master Plan) Community Open House, Joint Work Session, Adoption Meeting (tentative).

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Agreement for Professional Services as of the day and year first written above.

<u>City of Lander, Wyoming</u> OWNER		<u>Ayres Associates Inc.</u> CONSULTANT
	(Signature)	
<u>Monte Richardson</u>	(Typed Name)	<u>Matthew J. Ashby</u>
<u>Mayor, City of Lander</u>	(Title)	<u>Vice President of Development Services</u>
	(Date)	<u>12-6-24</u>

Business Associate Agreement

This business associate agreement ("Agreement") is hereby made and entered into this 1st day of January, 2025 ("Effective Date"), by and between **City of Lander on behalf of WEBT** ("Covered Entity") and **Willis Towers Watson Insurance Services West, Inc.** on behalf of itself and its subsidiaries and affiliates who act as a business associate under this Agreement ("Business Associate") (each a "Party" and collectively, the "Parties").

WHEREAS, **City of Lander on behalf of WEBT** and Business Associate have entered into one or more underlying services agreement(s) or any agreement whereby Business Associate has been appointed broker of record by Covered Entity and is entitled to receive commissions subject to brokerage terms, conditions and disclosures provided to Covered Entity (each an "Underlying Services Agreement" and collectively the "Underlying Services Agreements"), pursuant to which Business Associate performs services (such as consulting, insurance broking or related services) under which Business Associate and/or its affiliates may receive Protected Health Information (PHI) on behalf of Covered Entity;

WHEREAS, under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations Business Associate and Covered Entity are required to enter into a Business Associate Agreement for any PHI that Business Associate receives on behalf of Covered Entity;

WHEREAS, Covered Entity and Business Associate understand and agree that this Agreement is intended to satisfy their obligations under HIPAA and that, in the event Business Associate receives PHI from, or on behalf of, Covered Entity, this Agreement will govern the terms and conditions under which such PHI may be used and/or disclosed and safeguarded by Business Associate;

WHEREAS, the Parties desire to enter into this Agreement, which amends the Underlying Services Agreements but only for the purpose of containing the terms and conditions under which Business Associate may use the PHI;

NOW, THEREFORE, Covered Entity and Business Associate hereto agree to the foregoing and as follows:

1. Definitions

The following terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 -164 and HITECH, as applicable.

- a. HIPAA Rules. The "HIPAA Rules" means the Health Insurance Portability and Accountability Act of 1996 its implementing regulations and enacted amendments, which include the Standards for the Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 ("Security Rule"), and the Breach Notification Rule at 45 CFR 164.400 – 164.414.
- b. Protected Health Information or PHI. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 and is limited to the PHI that Business Associate creates or receives from or on behalf of Covered Entity. As used herein, it also includes electronic Protected Health Information.
- c. Electronic Protected Health Information or ePHI. "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. §160.103 and refers to electronic Protected Health Information transmitted by, or maintained in, electronic media for or on behalf of Covered Entity.
- d. Use of Capitalized Terms and Catch-all Definition. The use of any capitalized terms, including but not limited to the following terms used in this Agreement shall have the same meaning as

those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Discovery, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

2. Obligations and Activities of Business Associate

- a. Business Associate agrees to use or disclose PHI only as permitted or required by this Agreement or as Required By Law and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e). Without limiting the generality of the foregoing sentence, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- b. Business Associate agrees to (i) implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, maintains, or transmits on behalf of the Covered Entity; and (iii) comply with the Security Rule.
- c. Business Associate agrees to use reasonable efforts to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity (i) any use or disclosure of the PHI in violation of this Agreement of which it becomes aware; (ii) any Security Incident affecting PHI of which it becomes aware; and (iii) within five (5) calendar days of confirmation and in accordance with the security breach notification requirements set forth in the HIPAA Rules, any Breach of any Unsecured PHI. As such, Business Associate shall provide the following information to the Covered Entity, at the time and to the extent it is practicable to do so: (1) a brief description of what happened, including the date of the breach and the date of discovery of the breach, if known; (2) a description of the types of Unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code) and who received the Unsecured PHI; (3) the steps Individuals should take to protect themselves from potential harm resulting from the Breach; (4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and (5) any information reasonably available regarding the Breach that the Covered Entity may need to include in its notification to the affected individuals, the media and/or the Secretary as required by the HIPAA Rules.

Notwithstanding the foregoing, pings, port scans, and similar routine attempts on Business Associate's firewall that are successfully blocked shall not be considered a Breach and shall not require any reporting except as set forth below due to the infeasibility of recording and reporting all such pings, port scans, and other routine events. Both Covered Entity and Business Associate agree that this Business Associate Agreement shall constitute the documentation, notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C and that no further notice or report of such attempts will be required. If any such Security Incident results in a disclosure not permitted by this Agreement, including a Breach or potential Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make a report in accordance with the provisions set forth in the paragraph above.

- e. Business Associate agrees (i) to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to that information, and (ii) to the extent that Business Associate provides ePHI to an agent, including

a subcontractor, ensure that the agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect that information.

- f. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed, to PHI in that Designated Record Set, to Covered Entity. If an Individual requests access to his or her PHI directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity and Covered Entity shall be responsible for responding to such request in order to meet the requirements under 45 C.F.R. § 164.524.
- g. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to make any amendment(s), at the request of Covered Entity, and in the time and manner mutually agreed, to PHI in that Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526. If an Individual requests an amendment of his or her PHI directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity and Covered Entity shall be responsible for responding to such request.
- h. In the event that Business Associate in connection with the Underlying Services Agreements uses or maintains a Designated Record Set on behalf of Covered Entity, then the Business Associate shall provide an electronic copy (at the request of Covered Entity, and in the time and manner mutually agreed to) of the PHI, to Covered Entity.
- i. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner mutually agreed or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- k. Business Associate agrees to provide to Covered Entity in a time and manner mutually agreed, information collected in accordance with Section 2.j. of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- l. Business Associate shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided that Business Associate shall comply with 45 C.F.R. § 164.502(b).
- m. Business Associate shall not "sell," PHI, e.g., directly or indirectly receive remuneration in exchange for any PHI, in compliance with 45 C.F.R. 164.502(a)(5)(ii).
- n. Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 45 C.F.R. 164.508(a)(3).
- o. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 45 C.F.R. 164.514(f).
- p. To the extent not provided herein, the Business Associate shall comply with each of the applicable requirements imposed on the Business Associate by the HIPAA Rules. In the event

there is additional guidance or regulations, or a change in law, which impacts the terms of this Agreement, parties shall negotiate in good faith any changes to this Agreement.

- q. Business Associate does not engage in Standard Transactions as part of the Underlying Services, Agreement. Nonetheless, to the extent applicable, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of Standard Transactions to comply, with each of the applicable requirements of 45 C.F.R. Part 162.

3. Permitted Uses and Disclosures by Business Associate

- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in or required by the Underlying Services Agreements (including to Plan Sponsor for permissible Plan administration functions), provided that, except as set forth in Section 3.b., such use or disclosure would not violate the Privacy Rule and Security Rule if done by Covered Entity.
- b. Permitted Use and Disclosure Provisions.
 - 1) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - 2) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - 3) Business Associate may de-identify any and all PHI obtained by Business Associate and use such de-identified data on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule. The Parties acknowledge and agree that de-identified data does not constitute PHI.
 - 4) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
 - 5) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).
 - 6) Business Associate may use PHI to the extent and for any purpose authorized by an Individual under 45 C.F.R. § 164.508.

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI under this Agreement.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI under this Agreement.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement (in such case, Business Associate shall abide by such restriction, unless such restriction would unreasonably burden healthcare operations).
- d. Covered Entity represents that either:
 - 1. Covered Entity is the Plan Sponsor; or
 - 2. That Covered Entity is not the Plan Sponsor, and where Covered Entity directs or requires Business Associate to provide PHI to the Plan Sponsor, (i) Plan Sponsor is entitled to receive PHI in accordance with 45 C.F.R. § 164.504(f); (ii) Covered Entity has received a certification from the Plan Sponsor in accordance with 45 C.F.R. § 164.504(f)(2)(ii); and (iii) the Plan documents permit the Plan to receive PHI, including detailed invoices, reports and statements from Business Associate.
- e. Covered Entity in performing its obligations and exercising its rights under this Agreement shall use and disclose PHI in compliance with the HIPAA Rules and shall not request Business Associate to use or disclose PHI in any manner that would violate this Agreement or the HIPAA Rules. Covered Entity represents that a request for PHI from Business Associate to Covered Entity shall only be the minimum amount of PHI necessary to accomplish the permitted purpose of the applicable request or use.

5. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of the Effective Date and shall terminate upon the final expiration or termination of the last remaining Underlying Services Agreement subject to this Agreement, unless earlier terminated in accordance with this Section 5.
- b. Termination for Cause. In accordance with 42 U.S.C. § 17934(b) and 45 C.F.R. 164.504(e)(1)(ii), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to the non-breaching party, or in the event that cure is not possible, then the non-breaching party may immediately terminate this Agreement.
- c. Effect of Termination.
 - 1) Except as provided in paragraph (2) of this Section 5.c., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI

received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI.

- 2) In the event that it is not feasible for Business Associate to return or destroy the PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The Parties agree that it would not be feasible for Business Associate to return or destroy the PHI reasonably needed to be retained by Business Associate for its proper management and administration or to carry out its legal responsibilities, including copies of PHI that may be included in information retained for archival, backup, or business continuity purposes.

6. Miscellaneous

- a. Amendment of Underlying Services Agreements. The Parties agree that the terms and conditions of this Agreement hereby amend and are incorporated into and made a part of the Underlying Services Agreements as of the Effective Date of this Agreement, and any reference to the Underlying Services Agreements on or after that date shall mean the Underlying Services Agreements as amended by this Agreement. This Agreement supersedes all prior business associate agreements between the parties with respect to the Underlying Services Agreements.
- b. Affiliates. Covered Entity and Business Associate intend this Agreement to apply to all Underlying Services Agreements between Covered Entity and Business Associate, including any affiliates of Business Associate that are business associates of, and have an Agreement with, Covered Entity, to the extent such Underlying Services Agreements require the use and disclosure of PHI Business Associate's affiliates providing services to Covered Entity under an Underlying Services Agreement may adopt the terms of this Agreement by reference in the Underlying Services Agreement, as though they are Parties to this Agreement.
- c. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- d. Future Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement and the Underlying Services Agreements from time to time as necessary for the Parties to comply with the requirements of the HIPAA Rules.
- e. Survival. The respective rights and obligations of Business Associate under Section 5.c. of this Agreement shall survive the termination of this Agreement.
- f. Interpretation. Any ambiguity in this Agreement shall be resolved to permit both Parties to comply with the HIPAA Rules.
- g. Relation to Underlying Services Agreements. With the exception of the terms and conditions set forth in this Agreement in regards to PHI, all other terms and conditions of the Underlying Services Agreements shall remain unaltered and in full force and effect. The obligations in this Agreement shall be subject to the terms and conditions in the Underlying Services Agreements, except to the extent there is any conflict between the terms of this Agreement and the Underlying Services Agreements, in which event this Agreement shall govern with respect to the subject matter herein.
- h. No Third Party Beneficiary. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the permitted respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities

whatsoever.

- i. Governing Law. Except to the extent preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the jurisdiction designated in the applicable Underlying Services Agreement.
- j. Waiver. No provision of this Agreement shall be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- k. Incorporation of Recitals. The recitals set forth at the beginning of this Agreement are hereby incorporated by reference into this Agreement.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed the Business Associate Agreement effective as of the Effective Date set forth above.

City of Lander on behalf of WEBT

By: _____

Print Name: _____

Print Title: _____

Willis Towers Watson Insurance Services West, Inc.

By: *Cheryl E. Hageman*

Print Name: Cheryl E. Hageman

Print Title: Director

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

Funds Available: \$ 667,316.38

Summary

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

Breakdown of Applications and Recommendations:

NOLS Fest 60th Anniversary Celebration:

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

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

Lander Girls Softball League Complex Improvements:

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

Lander Spin Zone Arcade

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item H.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 14th day of December 2025, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Matt Ramsey whose address is Po Box 1642, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let, and demise unto the Lessee Space No. 207, 40 feet by 40 feet consisting of approximately 1600 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lessee shall pay to Lessor \$275.18 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this Lease shall be **\$0.156 (2024 rate)**

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per square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1st, then the first year shall be prorated on a daily basis. The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. AIRCRAFT OWNERSHIP. Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 503

Plane Number: N118RC
Manufacturer: Mooney
Year/Make/Model: 1966 Mooney M20F
Registered Owner(s): Danny Bauer
Address of Lessee: 2115 N 2, Lander WY
Business Phone of Lessee:
Cell Phone of Lessee:
Email of Lessee: landervalleyelectric@gmail.com

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

7. ACCESS CODES. Airport access codes are not to be given out to the general public by either party.
8. CONDITION OF PREMISES. Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.
9. PERMITTED USES OF PREMISES. The use of the leased premises shall primarily be for aviation purposes. The Lessee shall have the right to occupy and use the premises for the purpose of an airplane hangar, and the storage of airworthy aircraft, or an aircraft that may be made airworthy in a reasonable amount of time as determined by the Airport Board, and necessary aircraft parts, paraphernalia, and accessories.

Routine owner aircraft maintenance and care are allowed.

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

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

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

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

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

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

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

10. PROHIBITED USES. Lessee expressly agrees:

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

11. CONSTRUCTION OF NEW HANGARS. Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances, and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation

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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 Airport Board. All hangars shall be completely enclosed, and all doors shall remain closed during periods of inactivity.

12. ALTERATIONS OF EXISTING HANGARS. The Lessee shall not make any alterations, changes or improvements other than repairs to existing hangar structures without the prior written recommendation of the airport board and then the written consent of the Lessor, and then only in strict compliance with all applicable FAA regulations, ordinances and codes of the Lessor. Lessee must also obtain a building permit from Lessor prior to any alterations.

13. INSURANCE AND INDEMNIFICATION. Lessee shall always obtain and maintain continuously in effect during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$300,000.00 combined single limit for each accident/occurrence for bodily injury and property damage in or near the hangar or on the hangar space site. Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the hangar, all aircraft and personal property on the premises or in the hangar. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, the Airport Board members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said hangar space and Lessee's hangar and the use of the airport. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above. The liability insurance policy or policies required under the terms of this Agreement shall name Lessor as additional insured.

14. UTILITIES. Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the Airport Board and "as built" plans of the locations of such utility lines shall be provided to the Airport Board and the City of Lander Public Works Director. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.

15. SNOW REMOVAL. The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.

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

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Matt Ramsey

Address: PO BOX 1642, Lander WY 82520

Email: landervalleyelectric@gmail.com Phone: 307-330-7388

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.

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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 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.

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- 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.

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

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above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.

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

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

SIGNATURES ON FOLLOWING PAGE

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LESSOR:

LESSEE(S):

THE CITY OF LANDER

Matt Ramsey

BY:

Mayor Monte Richardson

Signature

ATTEST:

City Clerk Rachelle Fontaine

Signature

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____