



CITY OF LANDER REGULAR CITY COUNCIL MEETING

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

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/81522986395?pwd=fZPcC29UOeEJnte76lilq2E7y5Zwp1.1>

Meeting ID: 815 2298 6395

Passcode: 075630

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. COMMUNICATION FROM THE FLOOR

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

- A. Public Comment

4. MAYOR AND COUNCIL UPDATES

5. STAFF REPORTS

6. CONSENT AGENDA

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

- A. Approve Regular City Council Minutes from August 13, 2024.
- B. Approve August 27, 2024, Special Work Session City Council Minutes.
- C. Approve Bills and Claims.

7. OLD BUSINESS (ACTION ITEMS)

- A. Approve the second reading of Ordinance 2024-7 Amending Ordinance 2023-3 and Title 12, Section 12-3-3, Parks and Recreation Potential Penalties for Park Rule Violations.

8. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Approve Resolution 1340 Exempting 236 S 2nd Street Building and Courtyard from the Open Container Provisions of City Ordinance 2-2-12.
- [B.](#) Approve Resolution No. 1339 Authorizing a Funding Amendment to the Wyoming Water Development Commission for Lander Wells and Transmission Line 2022 Project.
- [C.](#) Approve and authorize the Mayor to sign the Lander Municipal Airport Hangar Lease Agreement between the City of Lander and Stephane Hefti for Space no. 441.
- [D.](#) Approve and authorize the Mayor to sign the Lander Municipal Airport Hangar Lease Agreement between the City of Lander and Joel Otto for Space no. 407.
- [E.](#) Approve and authorize the Mayor to sign a five-year Lease Agreement between the City of Lander and Fremont County School District No. 1 for recreational use of five tracts of real property.
- [F.](#) Award of the Water Meter Replacement Project to the sole bidder Matron-Farnier in the amount of \$1,884,178.00 and authorization for the Mayor to sign Notice of Award, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), and Notice to Proceed.
- [G.](#) Approve and Authorize the Mayor to sign Easement and Right-of-Way Deed between the City of Lander and the Espinoza Family Revocable Trust dated February 1, 2024, for water lines.
- [H.](#) Authorize Mayor to sign a license agreement for the Wyoming Department of Health dba Wyoming Life Resource Center to build security fencing in the Meadowview Drive City Right-of-Way.
- [I.](#) Approve and Authorize the Mayor to sign Change Order No. 2 for the Lander High-Pressure Water Systems Upgrades -Phase II Projects / Tank and Pump Station Project between the City of Lander and High Country Construction, Inc. increasing the contract price in the amount of \$151,220.87 for a total contract price of \$9,649,021.37.

9. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

6:00 PM Tuesday, October 8, 2024, City Council Chambers

6:00 PM Tuesday, November 12, 2024, City Council Chambers

Work Sessions:

6:00 PM Tuesday, September 24, 2024, City Council Chambers

6:00 PM Tuesday, October 22, 2024, City Council Chambers

All meetings are subject to cancellation or change.

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, August 13, 2024 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		
		Unofficial not yet approved	

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

2. APPROVAL OF AGENDA

Motion made by Councilmember Larsen, Seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

3. PUBLIC HEARING- Ordinance 2024-7 Amending Ordinance 2023-3 and Title 12, Section 12-3-3, Parks And Recreation Potential Penalties for Park Rule Violations

- A. Hearing Opened at 6:01 PM.
- B. Introduced and read by the City Clerk.
- C. Public comment. None.
- D. Hearing Closed at 6:04 PM.

4. COMMUNICATION FROM THE FLOOR

- A. Public Comment. None.

5. MAYOR AND COUNCIL UPDATES

Councilmember Stuble commented that the Popo Conservation District meets tomorrow, and the E&E Task Force continues to meet regularly. She is on the Parks and Recreation Director hiring committee and was pleased to see a strong showing of applicants.

Councilmember White provided a Senior Center update. She thanked the public works department for the quick response to citizen road concerns. The Planning Commission is educating the community about housing changes. July had the highest air service numbers on record.

Councilmember Larsen provided a LOTRA update and a rodeo update. The Chamber meets tomorrow, and Solid Waste meets Monday.

Council President Cox participated in an audit for the Community Service Block grant. She commented that the Golf Course looks good. She is impressed with the communication of our city. The information is being released quickly.

6. STAFF REPORTS

Police Chief Scott Peters noted the power is out in parts of town due to a logging truck incident on 9th Street.

Public Works Director Lance Hopkin provided updates on Popo Agie and 6th Street construction. The Tank project will be buttoned up within a few weeks and be ready for backfilling to get the tank into service. There may be a change order for a water line at the next meeting. The Wells project is being extended due to funding issues. The City continues to discuss this issue with Wyoming Water Development.

Assistant Mayor RaJean Strube Fossen reported that approximately 100 people attended the Open House. The Building Permit on our door is for a remodel in the City Hall back rooms through general services contracts. The Planning Commission will be at the work session to discuss proposed changes. The Housing Authority Board is running into barriers and may be at the next work session as well.

City Clerk Rachelle Fontaine reported that the City of Lander policies and procedure review is underway. Part of that process included payroll practices. Going forward there will be a change to the overtime calculations and some employees may receive a retroactive adjustment as well. The Priority review date for the Parks and Recreation Director was August 1, 2024. As of that date the City has received 79 applications. The hiring committee is in the initial review phase of all the applicants. The goal is to have the pool narrowed and to call and schedule interviews for the week of August 26, 2024. The Lander Community and Convention Center request for proposals closed August 1, 2024. That potential contract agreement is on this agenda under new business. At the next work session, Fabian Lobera will provide a tour of The Lander Motel. The meeting will start at City Hall at 5:00 PM, move to the motel, and return to City Hall to finish the meeting.

7. CONSENT AGENDA

- A. Approve July 9, 2024, Regular City Council Meeting Minutes
- B. Approve July 23, 2024, Work Session City Council Meeting Minutes
- C. Approve Bills and Claims

CENTRAL BANK & TRUST TRAVEL 306.23,CENTRAL BANK & TRUST SUPPLIES 196.51,WATER REFUNDS WATER REFUNDS 104.65,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 37.5,WATER REFUNDS WATER REFUNDS 98.25,WATER REFUNDS WATER REFUNDS 92.77,EMPLOYEE REIMBURSEMENTS TUITION 709,EMPLOYEE REIMBURSEMENTS TRAVEL 99.69,WATER REFUNDS 84.33,WATER REFUNDS 115.58,COMMUNITY CENTER REFUNDS 300,COMMUNITY CENTER REFUNDS 300,COMMUNITY CENTER REFUNDS 300,DEPT OF WORKFORCE SERVICES UNEMPLOYMENT 302.28,BLACK HILLS ENERGY GAS 1746.12,MASTERCARD SUPPLIES 491.64,MASTERCARD SUPPLIES 40,MASTERCARD FUEL 56.97,MASTERCARD HOUSEKEEPING SUPPLIES 793.74,MASTERCARD TELEPHONE 898.32,MASTERCARD TRAVEL 156.6,MASTERCARD SUPPLIES 20,MASTERCARD SUPPLIES 54.86,MASTERCARD SUPPLIES 559.8,MASTERCARD PROFESSIONALS 249,MASTERCARD SUPPLIES 80,MASTERCARD PROJECT COSTS 394.98,MASTERCARD SUPPLIES 121.13,MASTERCARD EMPLOYEE BENEFIT 106.67,MASTERCARD EMPLOYEE BENEFIT 85.77,MASTERCARD DUES 75,MASTERCARD SUPPLIES 3.39,MASTERCARD SUPPLIES/TOOLS & EQUIP 139.98,MASTERCARD SUPPLIES/TOOLS & EQUIP 24.27,MASTERCARD SUPPLIES/TOOLS & EQUIP 63.85,MASTERCARD NEW

ASSETS 516.34,MASTERCARD NEW ASSETS 1187.94,MASTERCARD PROF AND CONSULTING 23.22,MASTERCARD WATER
SAMPLES TESTING 60,MASTERCARD WW LAB/TESTING 309,MASTERCARD OPERATIONS AND MAINTENANCE
29.55,MASTERCARD WATER SAMPLES TESTING 555,MASTERCARD WATER SAMPLES TESTING 305,MASTERCARD WATER
SAMPLES TESTING 75,MASTERCARD WATER SAMPLES TESTING 108,MASTERCARD OPERATIONS AND MAINTENANCE
50.38,MASTERCARD OPERATIONS AND MAINTENANCE 584.2,MASTERCARD WW LAB/TESTING 141.14,MASTERCARD
OPERATIONS AND MAINTENANCE 50.36,MASTERCARD WW LAB/TESTING 152.26,MASTERCARD WW-OPERATIONS &
MAINTENANCE 79.06,MASTERCARD OPERATIONS AND MAINTENANCE 29,MASTERCARD TUITION & REGISTRATION
106,MASTERCARD OPERATIONS AND MAINTENANCE 27.4,MASTERCARD OPERATIONS AND MAINTENANCE
129.36,MASTERCARD OPERATIONS AND MAINTENANCE 215.59,MASTERCARD OPERATIONS AND MAINTENANCE
47.92,MASTERCARD OPERATIONS AND MAINTENANCE 117.79,MASTERCARD WW-OPERATIONS & MAINTENANCE
2124.88,MASTERCARD OPERATIONS AND MAINTENANCE 346.18,MASTERCARD WW LAB/TESTING 270,MASTERCARD
OPERATIONS AND MAINTENANCE 0.18,MASTERCARD EMPLOYEE BENEFIT 973.5,MASTERCARD SPECIAL PROGRAM
279.54,MASTERCARD SPECIAL PROGRAM 38.7,MASTERCARD SPECIAL PROGRAM 67.49,MASTERCARD TURF & GROUNDS
MAINTENANCE 105.5,MASTERCARD SPECIAL PROGRAM 8.79,MASTERCARD SPECIAL PROGRAM 8.78,MASTERCARD SPECIAL
PROGRAM 9.94,MASTERCARD SPECIAL PROGRAM 84.3,MASTERCARD SPECIAL PROGRAM 103.59,MASTERCARD TOOLS & SHOP
SUPPLIES 68.5,MASTERCARD SPECIAL PROGRAM 79.12,MASTERCARD TURF & GROUNDS MAINTENANCE 49.53,MASTERCARD
SPECIAL PROGRAM 395.56,MASTERCARD K-9 EXPENSE 126.6,MASTERCARD SUPPLIES 35.09,MASTERCARD OPERATIONS AND
MAINTENANCE 36.7,MASTERCARD SUPPLIES 285.78,MASTERCARD OPERATIONS AND MAINTENANCE 5,MASTERCARD
OPERATIONS AND MAINTENANCE 786.6,MASTERCARD OPERATIONS AND MAINTENANCE 150,MASTERCARD SUPPLIES
64.78,MASTERCARD OPERATIONS AND MAINTENANCE 1271.22,MASTERCARD SUPPLIES 102.82,MASTERCARD SUPPLIES
169.23,MASTERCARD OPERATIONS AND MAINTENANCE 109.98,MASTERCARD ADVERTISING 1526.2,MASTERCARD SAFETY
EQUIP & SUPPLIES 49.59,MASTERCARD UNIFORMS 1032.8,MASTERCARD EQUIPMENT REPAIR 841.12,MASTERCARD
UNIFORMS 90,MASTERCARD UNIFORMS 783.45,MASTERCARD FIRE EQUIPMENT MAINTENANCE 27.54,MASTERCARD SUPPLIES
13.26,MASTERCARD SUPPLIES 13.98,MASTERCARD BUILDING MAINTENANCE 1344,MASTERCARD EQUIPMENT REPAIR
518,MASTERCARD BUILDING MAINTENANCE 36.26,MASTERCARD SUPPLIES 99.8,MASTERCARD FIRE EQUIPMENT
MAINTENANCE 46.5,MASTERCARD SUPPLIES 19.79,MASTERCARD SUPPLIES 137,MASTERCARD SUPPLIES/CHEMICALS
33.97,MASTERCARD SUPPLIES/CHEMICALS 65.06,MASTERCARD SUPPLIES/CHEMICALS 120.98,MASTERCARD CODE BOOKS
170,MASTERCARD SUPPLIES 63.87,MASTERCARD BUILDING MAINTENANCE 51.27,MASTERCARD TELEPHONE & INTERNET
1175.08,MASTERCARD TELEPHONE & INTERNET 1750.16,MASTERCARD TRASH COLLECTION 2177.61,MASTERCARD
TELEPHONE & INTERNET 899,MASTERCARD WATER UTILITY BILLING 693.4,MASTERCARD TELEPHONE & INTERNET
1700.64,MASTERCARD SUPPLIES 79,MASTERCARD UNIFORMS 40,MASTERCARD WEAPONS AND TACTICAL SUPPLIES
109,MASTERCARD UNIFORMS 60,MASTERCARD VEHICLE REPAIR 142.05,MASTERCARD FUEL 79.7,MASTERCARD SHOP
SUPPLIES 5208,MASTERCARD VEHICLE REPAIR 95.29,MASTERCARD VEHICLE REPAIR 94.26,MASTERCARD VEHICLE REPAIR
143.48,MASTERCARD VEHICLE REPAIR 196.31,MASTERCARD TUITION & REGISTRATION 135.23,MASTERCARD TURF &
GROUNDS MAINTENANCE 222.77,MASTERCARD BUILDING MAINTENANCE 49.78,MASTERCARD BUILDING MAINTENANCE
36.67,MASTERCARD TURF & GROUNDS MAINTENANCE 1179.87,MASTERCARD TURF & GROUNDS MAINTENANCE
1594.25,MASTERCARD TURF & GROUNDS MAINTENANCE 1544.78,MASTERCARD REPAIR AND MAINTENANCE SERVICE
59.99,MASTERCARD UNIFORMS 2417.9,MASTERCARD PROF. & TECHNICAL SERVICE 19.5,MASTERCARD INVESTIGATIVE FUNDS
39.01,MASTERCARD UNIFORMS 822.75,MASTERCARD TRAVEL 182.88,MASTERCARD UNIFORMS 180,MASTERCARD PROF. &
TECHNICAL SERVICE 32.75,MASTERCARD INVESTIGATIVE FUNDS 9.49,MASTERCARD PROF. & TECHNICAL SERVICE
1.75,MASTERCARD VEHICLE REPAIR 8.56,MASTERCARD VEHICLE REPAIR 35.65,MASTERCARD VEHICLE REPAIR
107.84,MASTERCARD VEHICLE REPAIR 480.63,MASTERCARD VEHICLE REPAIR 84.41,MASTERCARD SHOP SUPPLIES
12.72,MASTERCARD VEHICLE REPAIR 298.67,MASTERCARD VEHICLE REPAIR 11.61,MASTERCARD VEHICLE REPAIR
62.64,MASTERCARD VEHICLE REPAIR 101.74,MASTERCARD VEHICLE REPAIR 103.92,MASTERCARD OPERATION/ MAINTENANCE
STREETS 11.04,MASTERCARD OPERATION/ MAINTENANCE STREETS 13.6,MASTERCARD OPERATION/ MAINTENANCE STREETS
107.59,MASTERCARD OPERATION/ MAINTENANCE STREETS 12.59,MASTERCARD OPERATION/ MAINTENANCE STREETS
59.98,MASTERCARD OPERATION/ MAINTENANCE STREETS 8.99,MASTERCARD OPERATION/ MAINTENANCE STREETS

219.14,AYRES ASSOCIATES INC PROF AND CONSULTING 11009.5,ARDURRA GROUP INC PROF AND CONSULTING 6397.35,ARDURRA GROUP INC NEW ASSET 4786.36,ARDURRA GROUP INC NEW ASSET 1656.25,ARDURRA GROUP INC NEW ASSET 788.75,CARROLL SEPTIC SERVICE WW-OPERATIONS & MAINTENANCE 150,CENTRAL WYOMING CLIMBERS ALLIANCE ECONOMIC DEVELP PROJECTS 12040.25,CITY OF RIVERTON AIR TRANSPORTATION 38807.95,CROSSING THE THRESHOLD LLC ECONOMIC DEVELP PROJECTS 97.74,EATON SALES & SERVICE BUILDING MAINTENANCE 2458.04,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 750,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 18992.5,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 19860.83,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 34912.94,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 5093.75,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 4222.5,KLEEN PIPE LLC VIDEO & CLEANING 520,L N CURTIS & SONS UNIFORMS 674.8,L N CURTIS & SONS UNIFORMS 7162,L N CURTIS & SONS UNIFORMS 377,LANDER PET CONNECTION DOG IMPOUNDING 5000,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 8734.84,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 2222.17,MOTOROLA SOLUTIONS INC NEW ASSETS 23287.38,MOTOROLA SOLUTIONS INC NEW ASSETS 2944.37,MOTOROLA SOLUTIONS INC NEW ASSETS 314.29,MOTOROLA SOLUTIONS INC NEW ASSETS 738,NORCO INC SHOP SUPPLIES 97.5,PAYMERANG LLC PROF AND CONSULTING 640,POPO AGIE CONSERVATION DISTRICT PROJECT COSTS 62.82,RDO EQUIPMENT CO VEHICLE REPAIR 325.57,ROCKY MOUNTAIN POWER STREET LIGHTING 4.58,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 1269,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 42.19,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 480,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 3547.2,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 8050.92,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 5673.6,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 3437.64,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 516,SWEETWATER AIRE OPERATIONS AND MAINTENANCE 1447.79,SWEETWATER AIRE BUILDING MAINTENANCE 216.17,SWEETWATER AIRE REPAIRS 460,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 3807.5,TEAM LABORATORY CHEM LLC STREET REPAIRS 1107.5,THATCHER COMPANY CHEMICAL FEED SUPPLIES 11137.44,WESTERN LAW ASSOCIATES PROFESSIONALS 1990.68,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 88961,WYDOT - FINANCIAL SERVICES FUEL 1528.39,WYDOT - FINANCIAL SERVICES FUEL 1018.1,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,ALSCO LINENS 88.8,ALSCO LINENS 56.2,ALSCO LINENS 144.03,ALSCO LINENS 514.92,APEX SURVEYING PROFESSIONAL FEES 5785.25,ARDURRA GROUP INC PROF AND CONSULTING 3506.25,BADGER METER INC METER REPLACEMENT 325.7,BARRY CINEMAS PROGRAM REGISTRATION 3782.5,BLUE360 MEDIA SUPPLIES 93.95,CALIBRE PRESS TUITION & REGISTRATION 279,CENTURY LINK TELEPHONE 231.52,CENTURY LINK TELEPHONE/INTERNET 176.06,CENTURY LINK TELEPHONE 110.58,CENTURY LINK TELEPHONE 82.74,CENTURY LINK TELEPHONE 55.29,CENTURY LINK TELEPHONE & INTERNET -45.15,DANA KEPNER CO OPERATIONS AND MAINTENANCE 4303.9,DOWL PROFESSIONAL FEES 2430.06,ELLIS CONCRETE INC OPERATIONS AND MAINTENANCE 79841,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 777.07,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 8575.53,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 27328.35,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 6062.66,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 2855,FLEX SHARE BENEFITS FLEX SHARE FEES 264.25,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 18.6,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 27.4,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 26.6,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 13.8,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 21,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 17,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 54.8,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 278,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 28.4,FREMONT COUNTY ASSN OF GOV DUES 8000,FREMONT COUNTY ASSN OF GOV GROUND TRANSPORTATION 19403.97,FREMONT COUNTY SCHOOL DIST #25 SPECIAL PROGRAM 1834.83,FREMONT COUNTY SCHOOL DIST #25 SPECIAL PROGRAM 1769.15,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18195.05,FREMONT COUNTY TREASURER DISPATCH CONTRACT -556.36,FREMONT MOTOR COMPANY VEHICLE REPAIR 112,HACH COMPANY OPERATIONS AND MAINTENANCE 1606,HASCO INDUSTRIAL SUPPLY SHOP SUPPLIES 228.21,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 5022.5,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 11605.6,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 12705,HUFF SANITATION COMMUNITY DEVELOPMENT 1000,INBERG MILLER ENGINEERS PROF AND CONSULTING 12179.3,INBERG MILLER ENGINEERS PROF AND CONSULTING 11747.5,INBERG MILLER ENGINEERS PROF AND CONSULTING 5138,INBERG MILLER ENGINEERS PROF AND CONSULTING 3479.8,INBERG MILLER ENGINEERS PROF AND CONSULTING 2587,INBERG MILLER ENGINEERS PROF AND CONSULTING 2222.5,INBERG MILLER ENGINEERS PROF AND CONSULTING 5664.2,JIRDON

AGRICHEMICALS TURF & GROUNDS MAINTENANCE 2864,JOE JOHNSON EQUIPMENT FUND EQUIPMENT REPLACEMENT 503846,KAİROS BROADCASTING LLC DUES 5000,KLEEN PIPE LLC VIDEO & CLEANING 1368.24,KLEEN PIPE LLC VIDEO & CLEANING 11660.76,LANDER CHAMBER OF COMMERCE DUES 5000,LANDER MEDICAL CLINIC TUITION & REGISTRATION 300,LANDER PET CONNECTION DOG IMPOUNDING 8000,MASA EMPLOYEE BENEFIT 228,MES ROCKY MOUNTAINS FIRE EQUIPMENT MAINTENANCE 4551.59,MICHAELS FENCE & SUPPLY INC NEW ASSETS 12209.11,MOST DEPENDABLE FOUNTAINS NEW ASSETS 18060.1,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 72,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 51.75,PACIFIC STEEL & RECYCLING VEHICLE REPAIR 1603.05,RDO EQUIPMENT CO VEHICLE REPAIR 55.23,RDO EQUIPMENT CO VEHICLE REPAIR 2562.28,REWORX PROF AND CONSULTING 2200,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 2558.25,ROCKY MOUNTAIN POWER STREET LIGHTING 9.94,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 3188.55,SENTINEL SECURITY OPERATIONS AND MAINTENANCE 190,SPORTIES INC. OFFICE EQUIP SUPPLIES & MAINT 2000,STOTZ EQUIPMENT NEW ASSETS 522.18,STRIKE CONSULTING GROUP PROF AND CONSULTING 6597.5,SWEETWATER AIRE REPAIR & MAINATENANCE 273.72,SWEETWATER AIRE BUILDING MAINTENANCE 771.27,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 3753.5,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 7332,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 122070,THATCHER COMPANY CHLORINE 9106.25,THATCHER COMPANY CHEMICAL FEED SUPPLIES 10741.93,TWEEDS WHOLESALE CO. SPECIAL PROGRAM 90.46,WALLER TECIA COMMUNITY CENTER MAINTENANCE 4500,WHITING LAW PC GENERAL ATTORNEY 550,WORLDWASH LLC COMMUNITY CENTER MAINTENANCE 675,WWC ENGINEERING PROJECT COST - WELLS AT WTP 229.5,WYDOT - FINANCIAL SERVICES FUEL 8935.13,WYOMING FIRST AID & SAFETY SUPPLY SAFETY EQUIP & SUPPLIES 1281.89,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 600,WYOMING SIGNS LLC NEW ASSETS 1060.49,WYOMING SIGNS LLC NEW ASSETS 500,SIMPLIFILE SAFE ROUTES TO SCHOOL 46.5,OFFICE OF STATE LANDS & INVESTMENTS - FORESTRY DIVISION FIRE EQUIPMENT MAINTENANCE 1931.02,HIGH COUNTRY CONSTRUCTION STORAGE TANK REPLACEMENT 967652.33 PARTTIME WAGES: CEMETERY 3621.88, MUNICIPAL COURT 1237.95, PARKS AND RECREATION 18623.10, POLICE 1518.00, WEED & PEST 9140.72. AFLAC 357.95, CHILD SUPPORT 1142.50, COLONIAL LIFE 232.55, PAYROLL TAXES 106980.30, FASCORP 7135.00, FLEX SHARE 866.67, NCPERS 128.00, TRUSTMARK 394.65, WEBT 86300.64, WORKERS COMP 5671.57, WRS 61687.68, COWBOY SUPPLY -264.17, MISC REF -37.50, WATER REFUND -98.25, WATER REF 1960.29.

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

8. NEW BUSINESS (NON-ACTION ITEMS)

A. Discussion concerning the City of Lander Grant Pre-Application requesting \$35,000 from the Wyoming Energy Authority to conduct an energy audit evaluating the feasibility of additional insulation or window replacement at the Public Works Department facility.

Assistant Mayor RaJean Strube Fossen explained often these are on staff reports. This grant is available every year. This year the goal is public works.

B. Discussion concerning the City of Lander Grant Pre-Application requesting \$29,594 from the LOR Foundation to replace one indoor and three exterior water fountains at City Park

This grant was generated by a citizen request to upgrade and fix water fountains. LOR provided the funding and parts were ordered. The fountains are not turned on year-round, however, these will be frost-free installations.

9. NEW BUSINESS (ACTION ITEMS)

A. Approve first reading of Ordinance 2024-7 AMENDING ORDINANCE 2023-3 AND TITLE 12, SECTION 12-3-3, PARKS AND RECREATION POTENTIAL PENALTIES FOR PARK RULE VIOLATIONS

Motion made by Councilmember White, Seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

B. Approve Amendment to Resolution 1323 Setting Rules For Jaycee, Dillon, Goodrich and Centennial Parks in Accordance with City Ordinance 2023-3

Motion made by Councilmember White, to amend the wording to add “9B in accordance City Ordinance 2023-3 as it may be amended” Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Motion to approve Resolution 1323 as amended made by Councilmember White, Seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

C. Approve Resolution 1338 Setting Rules For Popo Agie River Park in Accordance with City Ordinance 2023-3 as it may be amended

Motion made by Councilmember Larsen, Seconded by Councilmember Stuble. Discussion ensued concerning the Popo River Park and its current undeveloped state and public use. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

D. Approve Resolution 1339 Creating a Lander Semi-Quincentennial Committee

Motion made by Councilmember Stuble, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

E. Approve and authorize the Mayor to sign updated Retainer Agreement between the City of Lander and James Whiting, Whiting Law, P.C. for Municipal Court Public Defender Services.

Motion made by Councilmember J Hahn, Seconded by Councilmember D Hahn. Discussion ensued concerning the amount of increase and the last time an increase was approved. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

F. Approve and authorize the Mayor to sign updated Retainer Agreement between the City of Lander and Rick Sollars, Western Law, for Municipal Court Prosecutor Services.

Motion made by Councilmember D Hahn, Seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

G. Authorize Mayor to sign Agreement with High Country Construction for the completion of the Lincoln Street Improvement Project for the total amount of \$7,296,256.80.

Motion made by Councilmember Larsen, Seconded by Councilmember White. Discussion concerning the extra funding requirement led by Councilmember D Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

H. Approve S 24.03 Amoretti 1st Subdivision Blk 56 lots 1,2 Replat.

Motion made by Councilmember J Hahn, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

I. Authorize the Mayor to sign Contract 241542 Mineral Royalty Grant 23007 Agreement between the State of Wyoming, Office of Lands and Investments, and City of Lander in the amount not to exceed \$400,000.00 to be used for a replacement Vac Truck, sign the Combination Sewer Unit Agreement, and Bid E0524 Combination Sewer Cleaner Unit Notice of Award.

Motion made by Councilmember Larsen, Seconded by Councilmember Stuble. Discussion ensued led by Councilmember J Hahn concerning how this grant integrates with the SLIB loan. These funds are supplemental and will be deducted from the overall loan amount. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

J. Consideration of award of the Lander Community and Convention Center Facility Manager Request for Proposals (RFP 7022024) and authorization for the Council President and Clerk to sign an Agreement for Services.

Motion made by Councilmember White, Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Councilmember Larsen moved to award the proposal without groundskeeping to Tecia Waller in the monthly amount \$3,400 and pursue groundskeeping through another avenue. Seconded by Councilmember White. Discussion led by Councilmember J Hahn concerning conflicting information and complaints about interior cleanliness. It could use more attention. Councilmember J Hahn likes Councilmember Larsen's proposal to separate groundskeeping from this contract. Councilmember D Hahn expressed concern about awarding the contract without groundskeeping for \$3,400 as opposed to \$3,500 as it may cost more to pay for groundskeeping elsewhere. The City Clerk reminded the Council that this proposed contract has a four-year term, not a two-year term, and council should consider that as well. Discussion ensued concerning the complexity of landscaping. Discussion concerning the bid amounts as submitted by Scott Neubauer \$12,240 per month with groundskeeping, \$10,507 per month without groundskeeping, and Tecia Waller's bid of \$3,500 per month with groundskeeping and \$3,400 per month without groundskeeping. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

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

Motion made by Councilmember White to enter Executive Session, Seconded by Councilmember D Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed. Executive Session was entered at 7:18 PM

Motion made to adjourn Executive Session by Councilmember White, Seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed. Executive Session was adjourned at 7:23 PM.

11. ADJOURNMENT

Motion made by Councilmember Stuble, Seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 7:23 PM.

The City of Lander

ATTEST:

By: _____
Melinda K. Cox,
City of Lander Council President

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, sexual orientation, or other characteristics protected by law.

	CITY OF LANDER		
	SPECIAL CITY COUNCIL WORK SESSION MEETING		
	Tuesday, August 27, 2024 at 5:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. CALL TO ORDER

Council President Cox led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Melinda Cox, and Missy White, COUNCILMEMBERS ABSENT: Mayor Monte Richardson, Josh Hahn, and Julia Stuble. STAFF PRESENT: Public Works Director Lance Hopkin, Assistant Public Work Director Hunter Roseberry, Assistant Mayor RaJean Strube Fossen, Community Development Coordinator Ann Even, City Treasurer Charri Lara, City Clerk Rachelle Fontaine.

The meeting was moved to The Lander Motel at 569 Main Street for a tour of the facility. The Council returned to City Hall council chambers at 5:52 P.M.

2. STAFF REPORTS

Councilmember Stuble joined the meeting via Zoom.

Assistant Public Works Director Hunter Roseberry provided an update concerning the Dollar General Store, Pushroot Brewing, and the Gannett Peak Subdivision. There are numerous building and utility projects underway.

Public Works Director Lance Hopkin commented that the Lander Convention and Community Center facilities manager contract may be brought back before the council. Staff will gather and present information to the council concerning different levels of groundskeeping and potential costs. Discussion ensued concerning the current the agreement, groundskeeping issues, the vote from the last meeting, and rental costs. Council President Cox inquired about the ditch and infrastructure running through City Park. This infrastructure is not owned by the City and is maintained by the ditch users.

Assistant Mayor RaJean Strube Fossen stated that the Planning Commission will do a couple of Title 4 Zoning Change presentations and host an Open House in September with the goal of having a first reading in October.

City Treasurer Charri Lara informed the Council that the City received the FEMA money. The AML money is slow and we are waiting on the storage tank.

Community Development Director, Anne Even reminded everyone that school is back in session and to watch for children. The E & E Task Force continues to assist the City in searching for energy savings. The Light Up Lander Parade will be on December 7th.

City Clerk Rachelle Fontaine updated the Council on the Parks and Recreation Director hiring process. She also informed the Council that all the City vehicles are required to obtain the new Wyoming License plates. The cost is ten dollars per vehicle.

Councilmember D Hahn inquired about the pedestrian/bicycle and automobile interaction between Main and Baldwin. He observed children not pushing the crossing button and crossing issues during election day. Public Works Director Lance Hopkin commented that the City is currently paying for a study and will share the results and recommendations. This road is a highway and any changes are required to go to WYDOT.

3. NEW BUSINESS (NON-ACTION ITEMS)

A. Discussion of proposed Title 4 Zoning Code Changes

Planning Commission members Zac Malum, Kara Colovich, and Joe Henry presented Tile 4 recommendations including aligning with city priorities, assessing the need, prior studies, code

audit recommendations, definition of concepts, proposed changes, current Lander Zoning Map, changes proposed to R-1 Single Family, R-2 Low Density, R-3 Medium Density, R-5 High Density, and R-Med. The presentation concluded with final takeaway discussions.

Being no further business to come before the Council, the meeting was adjourned at 7:23 PM.

The City of Lander

ATTEST:

By: _____
Melinda K Cox,
City of Lander Council President

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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ORDINANCE 2024-7

AMENDING ORDINANCE 2023-3 AND TITLE 12, SECTION 12-3-3, PARKS
AND RECREATION POTENTIAL PENALTIES FOR PARK RULE
VIOLATIONS

WHEREAS, Section 12-3-3- of Title 12 provides City Park Rules specific to each municipal park and potential penalties for violation of said rules; and

WHEREAS, the Mayor and Council of the City of Lander find it is in the best interest of the City of Lander to amend Ordinance 2023-3 and Title 12, Section 12-3-3 as to the potential penalties for violations of the park rules,

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

SECTION 1: AMENDMENT “12-3-3 Parks And Recreation” of the City of Lander Municipal Code is hereby *amended* as follows:

12-3-3 Parks And Recreation

A. Individual City Park Rules

All parks and recreational facilities within the City maintained by the City for the public shall have park rules for each park location as created by Resolution and approved and adopted by the Governing Body. Each park location shall have posted signage listing park rules pertaining to each location.

SECTION 2: Any person who violates this Ordinance and/or the park rules as set forth in Resolutions 1321, 1322, 1323, 1327 and 1328 as they may be amended located at www.landerwyoming.org/parkssites and as posted on each park restroom is :

- A. A conviction of a first offense guilty of a misdemeanor punishable by a maximum fine of \$75.00.
- B. A Second or subsequent offense is punishable by increased fines not to exceed a maximum of \$750.00. ~~or imprisonment for not more than six months~~. Forfeitable bonds will be as outlined in the Lander Municipal Court Bond Schedule as adopted from time to time.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4: Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5: This Ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander.

PUBLIC HEARING DATE: AUGUST 13, 2024.

PASSED ON FIRST READING: AUGUST 13, 2024.

PASSED ON SECOND READING: *SEPTEMBER 10, 2024.*

PASSED ON THIRD READING: *OCTOBER 8, 2024.*

PASSED, ADOPTED AND APPROVED by the Mayor and the CITY OF LANDER COUNCIL on the ____ day of _____, 2024.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, 2024 , following passage, adoption and approval of Ordinance 2024-7, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____2024.

Rachelle Fontaine, City Clerk



THE CITY OF LANDER

240 LINCOLN ST, LANDER WY

82520-2848 TELEPHONE 307-332-2870

Email: landercity@landerwyoming.org

OPEN CONTAINER PERMIT APPLICATION

\$50 Per Day-Non-Refundable Application Fee (must accompany application)

Must receive 30 days in advance of event

Applicant Name*: Wyoming Outdoor Council Date of Application: 8/28/24

* Must be present at all times during event

Address: 236 S 2nd Street Phone Number: 307-332-7031

Lander, WY 82520

Contact Phone Number at the Event: 307-438-9609

Date of the Event: 9/12/24 Beginning Time: 6pm Ending Time: 9pm

Boundaries of the Open Container: WOC building and courtyard

Please be exact and include any boundaries for your event and provide a map of the boundaries.

Any possession of open containers outside the listed boundaries may be in violation of the permit and the law.

Invitation for the community to see the new space,

Short Summary of the Reason for the Event: _____

share the work we do, honor our donors and the people who make it all possible.

Detailed Description of Activities/Entertainment at the Event: Building tours, live music, food/drink, art
activities for kids/family. There will be alcohol served but the caterer will have someone with

TIPS training serving. No glass, beer/wine. No alcohol beyond this point signage.

Does the event involve a road or street closure? ____ yes ☒ no

- If the event involves a street closure a street closure permit is also necessary. Street closure permit application can be made through the Lander Police Department.

- Please note that open container permits will not be approved until the street closure has been approved.

Street Closure approved: ____ yes ☒ no

Notice: Glass containers are **discouraged**.

WRIST BANDS ARE REQUIRED TO BE WORN BY EVERYONE 21 YEARS OF AGE AND OLDER.

City Ordinance 2-2-8. Providing Minor with Alcoholic Beverages Prohibited.

City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages -

It is a violation of City Ordinance for **any** minor under the age of twenty-one (21) to consume, possess or be under the influence of alcohol within the city limits of Lander, Wyoming.

By signing this application you agree that you are the person in control of the location of the event. You may be held responsible if a person under the age of twenty-one (21) is found to be consuming alcohol at your event.

Signature of Event Applicant: 

For Official Use Only:

City of Lander Clerk Review/Approval:

Confirmation of the street closure approval, **if applicable?** ____ yes ____ no

City Clerk/Designee

Date

Police Department Review/Approval:

Approved ____ yes ____ no

Chief of Police/Designee

Date

Google Maps



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft

RESOLUTION 1340

A RESOLUTION EXEMPTING 236 S 2ND BUILDING AND COURTYARD
FROM THE OPEN CONTAINER
PROVISIONS OF CITY ORDINANCE 2-2-12

WHEREAS, The Wyoming Outdoor Council will be hosting a building tour with live music, food, and drinks at the Wyoming Outdoor Council building and courtyard located at 236 S 2nd Street, Lander, Wyoming, from 6:00 PM to 9:00 PM., on September 12, 2024, and

WHEREAS, the subject area is considered a public place subject to the open container ordinance contained in City ordinance 2-2-12; and

WHEREAS, the City Council can exempt specified areas from the open container ordinance pursuant to City Ordinance 2-2-12(a)(vi); and

WHEREAS, the City Council believes that waiving the open container law for this special event is in the best interest of the City of Lander; and

WHEREAS, said open container law should not be waived as provided above with regards to glass containers, as the same constitutes a hazard to the public safety and welfare.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Wyoming Outdoor Council building and courtyard located at 236 S 2nd Street, Lander, Wyoming, shall be exempt from the provision of City Ordinance 2-2-12 on September 12, 2024, from 6:00 PM to 9:00 PM.

PASSED, APPROVED AND ADOPTED the 10th day of September 2024.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

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

Rachelle Fontaine, City Clerk

RESOLUTION NO. 1339

A RESOLUTION AUTHORIZING A FUNDING AMENDMENT TO THE WYOMING
WATER DEVELOPMENT COMMISSION FOR LANDER WELLS AND
TRANSMISSION LINE 2022 PROJECT

WHEREAS, The Governing Body for the City of Lander desires to continue to participate in the Wyoming Water Development Commission project agreement to assist in financing this project; and,

WHEREAS, the Governing Body for the City of Lander recognizes the need for the project to include construction of four new wells located at the Lander Water Treatment plant.

WHEREAS, the Wyoming Water Development Commission requires that certain criteria be met, and to the best of The City of Lander’s knowledge this project meets those criteria; and,

WHEREAS, the Governing Body of the City of Lander, Wyoming recognizes and supports the need for this project and submittal of this grant application,

WHEREAS, the Governing Body of the City of Lander agrees to participate in the project with the Wyoming Water Development Commission and meet financial obligations from City of Lander’s Water and Wastewater Enterprise Fund as funded by the recent rate increase adopted by Resolution 1332 titled “Fees and Utility Rates for Water and Wastewater Service July 1, 2024-June 30, 2025”, dated May 14, 2024; and,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of The City of Lander agrees to participate in paying for an adjusted price of up to 33% of the total project cost in the project amount of \$3,623,920 to assist in the funding of the Lander Wells and Transmission Line 2022 project.

BE IT FURTHER RESOLVED that Monte Richardson, Mayor; Melinda Cox, Council President; and Lance Hopkin, City Engineer/Public Works Director are hereby designated as the authorized representatives of the City of Lander to act on behalf of the Governing Body on all matters relating to this project.

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

Monte Richardson, Mayor

Attest:

Rachelle Fountaine, City Clerk

CERTIFICATE

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

Rachelle Fountaine, City Clerk



GLOBAL AEROSPACE, INC

Section 8, Item C.

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: May 20, 2024

This is to certify to:

that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

City Of Lander
240 Lincoln Street
Lander, WY 82520

Stephane Hefti
2839 Sinks Canyon Road
LANDER, WY 82520

Policy No: 10310220

Policy Period: From May 20, 2024 to May 20, 2025

COVERAGES:

<u>Aircraft Liability</u>	<u>Limits of Liability</u>	
Single Limit Bodily Injury and Property Damage	\$1,000,000	\$100,000
Liability Including Passengers	Each Occurrence	Each Passenger

AIRCRAFT:

<u>Year, Make and Model of Aircraft</u>	<u>Identification No.</u>
1963 MOONEY M20E	N706CF

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

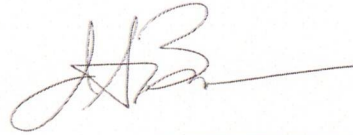
- As respects any **aircraft**:
 - Described in this certificate,
 - Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFTfor which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
- Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
- In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
- The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.
- The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.

6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

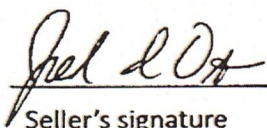


July 18, 2024

HANGAR TRADE AGREEMENT

For the consideration of one dollar, I, Joel Otto, agree to the exchange of my hangar, Hangar 411, with Stephan Hefti's hangar, Hangar 407.

Hunt Field
Lander, WY



Seller's signature

Joel C Otto

Seller's name printed

07-18-2024

date signed



Buyer's signature

Stephane Hefti

Buyer's name printed

07-18-2024

date signed

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item C.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of September, 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Stephane Hefti, whose address is 2839 Sinks Canyon Rd, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 411, 39 feet by 42 feet consisting of approximately 1638 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for **fifteen (15) years** commencing on the 10th day of September, 2024, and terminating on the 31st day of December, 2039 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lessee shall pay to Lessor \$ 245.70 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) per

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

Section 8, Item C.

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. 411

Plane Number: N706CF
Manufacturer: Mooney
Year/Make/Model: 1963 M20E
Registered Owner(s): Stephane Hefti
Address of Lessee: 2839 Sinks Canyon Rd
Business Phone of Lessee: _____
Cell Phone of Lessee: 970-275-3787
Email of Lessee: sthefti@gmail.com

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

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

Routine owner aircraft maintenance and care are allowed.

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item C.

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

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

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

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

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

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

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

Section 8, Item C.

loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

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

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

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

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

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

16. WEEDS/GRASS/DEBRIS AND PROPERTY. Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

Section 8, Item C.

satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-airport site.

17. INSPECTION. Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The Lander Airport Board, its agents and representatives shall have an unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
18. ADDRESSES FOR NOTICES. All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Stephane Hefti
Address: 2839 Sinks Canyon Rd, Lander, WY 82520
Email: stehefi@gmail.com Phone: 970-275-3787

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

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

Section 8, Item C.

- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - (1) Notice. Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
 - (2) Termination. If such payments are not made within thirty (30) days after said notice, this Lease and Lessee's rights hereunder shall, at the election of Lessor, forthwith terminate.

23. **DEFAULT AND TERMINATION.**

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.
- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

Section 8, Item C.

- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the hangar from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the hangar within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's hangar from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the hangar foundation, floor or apron should be left in-place if it is in suitable condition for use with a new hangar but should be removed from the premises if it is not.
- E. This Agreement may also be terminated upon mutual written agreement by the parties.
- F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
24. LOSS OR DESTRUCTION. In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay the Lessee any rent theretofore paid by Lessee with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee's own expense, and the Lease shall continue in force and effect. If the hangar cannot be repaired within one hundred twenty (120) days, then the Lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.
25. ATTORNEY'S FEES. In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
26. ADDITIONAL COVENANTS.
- A. COMPLIANCE WITH LAWS. Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
- B. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
- C. NONWAIVER. Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item C.

D. NON-DISCRIMINATION.

- (1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- (2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
- (3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.

E. REQUIREMENTS OF THE UNITED STATES.

- (1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.
- (2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee's hangar. The relocation of Lessee's hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee's hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible at a request the move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee's hangar according to the above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.
- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item C.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item C.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Stephane Hefti

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: _____



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)
05/03/2024

Section 8, Item D.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avemco Insurance Company 8490 Progress Drive, Suite 200 Frederick, MD 21701	CONTACT NAME: Avemco Insurance Company			
	PHONE: 800-638-8440 (A/C, No, Ext):	FAX: 800-863-3338 (A/C, No):		
	E-MAIL ADDRESS: avemco@ave.com			
	PRODUCER CUSTOMER ID No.			
INSURED Joel Otto 2946 Sinks Canyon Rd Lander, WY 82520	INSURER(S) AFFORDING COVERAGE		%	NAIC No.
	INSURER A : AVEMCO INSURANCE COMPANY		100%	10367
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY INFORMATION**CERTIFICATE NUMBER:****REVISION NUMBER:**

POLICY TYPE				LINE OF BUSINESS SUBCODE			
☐ INDUSTRIAL AID NON-OWNED	☒ PLEASURE & BUS	☐ COMMERCIAL	☒ AIRPLANE	☐ HELICOPTER	☐ MIXED FLEET	☐ EXCESS	☐ QUOTA SHARE
			☐ LIABILITY ONLY	☒ HULL & LIABILITY	☐ HULL ONLY		

AIRCRAFT INFORMATION**ACORD 333, Aircraft Schedule attached**

YEAR 1976	MAKE GRUMMAN AMERICAN AVN. CORP.	MODEL AA-5B	SERIAL NUMBER	REGISTRATION NUMBER N74416
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TERRITORY:

AIRCRAFT COVERAGES

INSURER LETTER A	POLICY NUMBER 230120806301	EFFECTIVE DATE 03/29/2024	EXPIRATION DATE 03/29/2025	ADDITIONAL INSURED (Y / N) Y	SUBROGATION WAIVED (Y / N) Y	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	☐ All Risk Ground & Flight ☐ Ground Not In Flight	☐ Ground Not In Motion	\$	AGREED VALUE	\$	Ded. - Not in motion Ded. - In motion
AIRCRAFT LIABILITY	☒ Including Passengers ☐ Excluding Passengers		\$ 500,000	EA OCC EA PASS	\$ 100,000	EA PER AGGR
MEDICAL PAYMENTS	☒ INCLUDING CREW ☐ EXCLUDING CREW		\$	EA PER	\$ 3,000	EA PASS
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION					
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ENDORSEMENT 125301

CERTIFICATE HOLDER

City of Lander 240 Lincoln Street Lander, WY 82520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MARCI L VERONIE
--	---

AIRPORT USE - AIRPORT HANGAR ENDORSEMENT

Section 8, ItemD.

You have a written airport use or airport hangar agreement for **your insured aircraft** with the party shown below.

We agree to include them as an "**insured person**" under that definition in **your** Policy. **We** also agree to waive **our** recovery rights against them for **loss** to **your insured aircraft** (**you** do, too).

We agree to these changes provided their liability for **bodily injury, property damage, or loss** arises out of their agreement to let **you** use their airport or their hangar. THESE CHANGES DO NOT APPLY WHEN THEIR LIABILITY ARISES OUT OF THEIR MANUFACTURE, REPAIR, SERVICE, SALE, OR USE OF **YOUR INSURED AIRCRAFT**.

We will notify this **insured person** when **your** Policy is cancelled. Notice will be sent at least 30 days before the cancellation date. Only 10 days' notice (or that notice required by **your** state, if more) will be given if **we** cancel for nonpayment of premium.

If this **insured person** has other liability insurance, that insurance shall apply first. The addition of this **insured person** to **your** Policy does not increase the Limits of Liability provided.

City of Lander
240 Lincoln Street

Lander, WY 82520

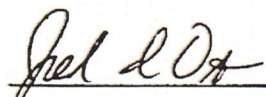
This Endorsement is effective Mo.DayYr. 03/29/2024 at 12:01 A.M. local time at **your** address shown in item 1 of the Data Page and is part of Policy Number 230120806301 issued by Avemco Insurance Company.

July 18, 2024

HANGAR TRADE AGREEMENT

For the consideration of one dollar, I, Joel Otto, agree to the exchange of my hangar, Hangar 411, with Stephan Hefti's hangar, Hangar 407.

Hunt Field
Lander, WY



Seller's signature

Joel C Otto

Seller's name printed

07-18-2024

date signed

Buyer's signature

Stephane Hefti

Buyer's name printed

07-18-2024

date signed

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10 day of September 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Joel Otto, whose address is 2946 Sinks Canyon Rd, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. RECITALS. The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. PREMISES. Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let, and demise unto the Lessee Space No. 407 , 40 feet by 16 feet consisting of approximately 640 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. PRIMARY PURPOSE. This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. TERM. Subject to the terms and provisions of this lease, the term of this lease shall be for **fifteen (15) years** commencing on the 10th day of September, 2024, and terminating on the 31st day of December, 2039 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. RENTAL FEE. Lessee shall pay to Lessor \$450.00 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. 206

Plane Number: N74416
Manufacturer: Grumman American
Year/Make/Model: 1976 AA5B Tiger
Registered Owner(s): Joel Otto
Address of Lessee: 2946 Sinks Canyon Rd
Business Phone of Lessee:
Cell Phone of Lessee: 307-349-6886 or 307-332-7989
Email of Lessee: jotto@lisco.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: Joel Otto _____
Address: 2946 Sinks Canyon rd, Lander, WY 82520 _____
Email: jotto@lisco.com _____ Phone: 307-349-6886 _____

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

**LANDER MUNICIPAL AIRPORT
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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.

LANDER MUNICIPAL AIRPORT
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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

**LANDER MUNICIPAL AIRPORT
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LESSOR:LESSEE(S):

THE CITY OF LANDERJoel Otto

BY:Mayor Monte RichardsonSignature

ATTEST:

City Clerk Rachelle FontaineSignature

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: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2024 by and between FREMONT COUNTY SCHOOL DISTRICT NO. 1, State of Wyoming, a lawfully organized school district within the State of Wyoming, 863 Sweetwater Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS

WHEREAS, Lessor is the owner of five (5) separate tracts of real property described below and desires to lease said real property to Lessee and Lessee desires to lease the real property described below for the benefit, enjoyment and recreation of the public; and

WHEREAS, Lessor and lessee desire to enter into this Lease Agreement defining their rights, duties and liabilities pertaining to the use of the land described hereinafter by Lessee.

NOW, THEREFORE, in consideration of the agreement, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the Lessor and the Lessee agree as follows:

1. **RECITALS.** The above recitals are incorporated herein in their entirety and by this reference made a part of this Lease Agreement.
2. **PREMISES.** Lessor, for and in consideration of the mutual covenants, agreements and stipulations hereinafter mentioned, reserved and contained, and the obligations to be performed by Lessee, does hereby grant, lease and let upon the terms and conditions hereinafter stated unto the Lessee five (5) tracts of land described hereinafter and the Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described real property, hereinafter referred to as “premises”, to-wit:

The five (5) tracts of land (premises) are described and set forth on Exhibit “A” attached hereto and by this reference made a part hereof and incorporated into this Lease Agreement together with rights of ingress and egress by the public and Lessee to said land.

3. **PURPOSES.** The Lessor and the Lessee hereby agree that the Lessee shall use and occupy and maintain the above-described premises set forth and described on Exhibit “A” for the benefit, enjoyment and recreation of the public. For all public events that do not conflict with the use by Lessor, the public and Lessee shall have access to and from the Lease premises across other lands owned by Lessor and the public and Lessee can also use parking lots of Lessor for public events.

4. LESSOR'S USE. This Lease is subject to Lessor's preferential right to use the lease property where the outdoor theatre is located, tract No. 5 as set forth and described on Exhibit "A" attached hereto, for educational purposes. Lessee shall be responsible for scheduling the site with Lessor. Lessor agrees to cooperate with Lessee in terms of scheduling the use of the lease property and in the event, there is any conflict between Lessor's need to use the lease property and Lessee's desire to schedule the property for use by the public Lessor shall be given a preferential right to utilize the lease property as necessary for its educational purposes. Lessee has full right to establish and enforce any rules, regulations and codes as it relates to the lessee's use of the property, except that Lessor and Lessee shall cooperate and allow Lessor to post signs prohibiting alcohol use by the public during the times and in those areas which may be used by Lessor for educational purposes.
5. ACCESS AND PARKING. Lessee and the public at large shall have access to the above tracts of land by using Baldwin Creek Road, 8th Street, Jefferson Street and Tiger Drive or across Lessor's parking lots. Lessee and the public at large shall also be entitled to use all parking spaces located on Lessor's other land for public events.
6. TERM. The term of this Lease shall be for five (5) years to commence on the 1st day of July, 2024, and terminate on the 30th day of June, 2029, unless sooner terminated by a breach of the terms and conditions of this Lease or by an abandonment of the premises by Lessee or by the mutual consent of both parties hereto or this lease may be terminated without cause and for any reason by either party upon one hundred eighty (180) days advance written notice to the other party. This Lease may be terminated immediately for cause if the Lessee fails to perform in accordance with the terms and conditions of this Lease. Lessee shall surrender premises to Lessor immediately on the termination of the Lease.
7. RENT. The parties agree that in lieu of making a cash rental payment by Lessee to Lessor, the consideration to paid by Lessee to Lessor for this lease agreement shall be the fulfillment of the terms and conditions set forth in this Lease to be provided by Lessee and which will benefit Lessor including, but not limited to , Lessee's responsibility and commitment to take care of the maintenance, for the leased premises, payment of all utilities for the leased premises, providing for liability and accident insurance as hereinafter set forth, and such other terms and conditions as set forth herein for the leased premises. In addition, Lessee shall allow the Lessor up to five (5) days of non-fundraising events to be held at the Lander Community and Convention Center at no cost to the Lessor. Said event must be reserved by the Lessor through the Lessee's booking site and approved as a no cost event by the Lessee prior to final booking. A damage deposit will be required at the time of booking which will be reimbursed in full after the event if no damages are assessed. The parties hereto agree that such consideration set forth above is fair and adequate compensation for this Lease.
8. UTILITIES. Lessee shall initiate and obtain in its name all monthly charges for utilities used in connection with the leasehold premises, including, but not limited to the costs of electricity, water and sewer and other charges for any other utilities used on the leased premises. Lessee shall pay the monthly charges for these services as they become due for the lease premises.

The Lessor shall not be obligated to pay for any electricity costs or other utilities when Lessor is using the above-described premises for educational purposes.

9. ASSIGNMENT OF LEASE. The Lessee may not, without the prior written consent of Lessor, assign this Lease or sublet the premises or any part thereof. Provided, however, the Lessee may enter into usage agreements with persons and/or other entities desiring to schedule public events on the leased land.
10. TITLE TO PREMISES. The Lessor does not warrant in any way that it is lawfully seized in the premises or that it will maintain and defend said possession of Lessee as herein granted. However, should any third party be able to assert title to the leased premises superior to that of the Lessor, the parties agree that this Lease Agreement shall immediately be terminated, and that neither party shall have any further obligations or liabilities to the other as a result of such lack of title.
11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. The Lessor covenants and agrees that Lessee may make such general improvements in and about the premises as Lessee in its reasonable discretion may consider suitable and proper for public enjoyment and public recreation, provided, however, Lessee may not build structures, buildings or other permanent improvements without prior written consent of Lessor. Such general improvements shall be defined to include, but not necessarily limited to, improvements for public recreational purposes and activities, athletic areas, picnic tables, ball diamonds, and soccer goals. Lessee, before making any future structural or permanent improvements or alterations of any kind shall submit plans or designs therefore to Lessor for approval. All improvements or alterations erected or made on the leased premises shall on expiration or sooner termination of this Lease belong to Lessor without compensation to Lessee; provided however that Lessor shall have the option, to be exercised in the sole discretion of Lessor on the expiration or sooner termination of this Lease, to require Lessee to remove any or all such improvements or alterations.
12. POSSESSION. Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing or termination occurs pursuant to paragraph 5 above.
13. INSPECTIONS. The Lessor reserves the right to inspect the premises at any and all reasonable times during the period of this Lease.
14. MAINTENANCE. The Lessee hereby further covenants and agrees to use and occupy and maintain the premises leased herein for the benefit, enjoyment and recreation of the public and keep said premises free and clear of any and all liens or encumbrances whatsoever nature or kind during the entire term hereof. Lessee also covenants that during the term of this Lease it will keep the premises free from litter and other waste, water the premises, mow the grass and maintain the premises and all improvements in good order and repair.
15. LIABILITY INSURANCE. Lessee shall maintain liability insurance, or liability coverage through a self-insured pool, approved under Wyoming law, that provides coverage consistent with the Wyoming Governmental Claims Act.
16. NOTICE. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the

party to be notified at the address set forth herein, or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the legal manner prescribed for personal service of a summons or other legal process.

- 17. TOTAL AGREEMENT: APPLICABLE TO SUCCESSOR. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.
- 18. APPLICABLE LAW. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
- 19. TIME OF THE ESSENCE. Time is of the essence in all provisions of this Agreement.
- 20. REMEDY. In the event of default hereof by Lessee, Lessor shall have all rights and remedies accorded by law, and upon termination, Lessee will peacefully and quietly leave, surrender and yield up all the premises and property. In the event of default by Lessor, Lessee have all rights and remedies accorded by law. In the event of default by either party, the nondefaulting party shall be entitled to recover all costs, expenses and attorney fees incurred to exercise any lawful remedies available to nondefaulting party.

FREMONT COUNTY SCHOOL DISTRICT NO. 1 and the CITY OF LANDER each do not waive their Government Immunity, as provided by any applicable law including W.S. Section 1-39-101 *et. Seq.*, by entering into this Lease. Further the parties hereto each fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Lease

WITNESS the hands and seals of the parties this _____ day of _____, 2024

FREMONT COUNTY SCHOOL DISTRICT NO. 1

BY: _____
Chairman

ATTEST:

Secretary

CITY OF LANDER, WYOMING,
BY: _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2024, by _____ for and on behalf of FREMONT COUNTY SCHOOL DISTRICT NO. 1.

Witness my hand and official seal.
(SEAL) _____
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2024, by Monte Richardson, Mayor, for and on behalf of the CITY OF LANDER, WYOMING

Witness my hand and official seal.
(SEAL) _____
Notary Public

My commission expires:

Tract No. 1 – Soccer Fields - #1

A tract of land located in the SE1/4, Section 12, Township 33 North, Range 100 West., 6th PM, Fremont County, Wyoming more particularly described as follows:

Beginning at Corner No. 1, which corner bears N18°28'07"E, a distance of 686.88 feet from the E1/16 corner of said section 12 common to said section 12 and section 13; thence proceed N00°45'00"W, a distance of 489.11 feet to corner No. 2; thence proceed N89°19'00"E, a distance of 235.00 feet to corner No. 3; thence proceed S00°45'00"E, a distance of 423.46 feet to corner No. 4 being on the property line; thence proceed S89°19'32"W, a distance of 32.49 feet to corner No. 5; thence proceed S31°33'51"W, a distance of 77.62 feet to corner No. 6; thence proceed to S89°19'00"W, a distance of 161.01 feet, more or less, to Corner No. 1, being the Point of Beginning of this description. Said tract contains 2.56 acres, more or less.

Tract No. 2 – LAND KNOWN AS NORTH PARK

Beginning at the Center one-quarter corner of Section 7, T. 33N., R. 99 W., 6th P.M., Fremont County, Wyoming, proceed S. 01°02' East along the east boundary of the NE1/4SW1/4 of Section 7, a distance of 1267 feet; thence proceed S. 89°48' W. on a line parallel to the North Boundary of said NE1/4SW1/4, a distance of 688 feet, plus or minus, to the point of beginning of this land description as Corner No. 1; thence proceed N.01°02' W. on a line parallel to the East Boundary of said NE1/4SW1/4 a distance of 797 feet plus or minus which point is also S. 01°02 E. 470 feet from the North Boundary of said NE1/4SW1/4 as Corner No. 2; thence proceed N. 85° West 648 feet plus or minus to an intersection with the West Boundary of said NE1/4SW1/4 at a point S. 00°44' E. and 413 feet from the Northwest corner of said NE1/4SW1/4 as Corner No. 3; thence proceed S. 00°44' E. along said West Boundary line of NE1/4SW1/4 a distance of 854 feet plus or minus as Corner No. 4; thence proceed North 89°48' E. a distance of 640 feet plus or minus to Corner No. 1, the corner of beginning of the land description.

Tract No. 3 – PARK AND RECREATIONAL GOUND – SOFTBALL FIELDS, DOG PARK

A tract of land to be leased from the Fremont County School District Number One in the W1/2SE1/4 of Section 12, Township 33 North, Range 100 West, 6th P.M., more particularly described as follows:

Beginning at Corner No. 1 which corner is on the West line of the SW1/2SE1/4 and bears N. 0° 58.7' W. a distance of 1119.0 feet from the South one-quarter corner of said section 12; thence proceed N. 0°58.7'W. along the West line of the SE1/4 a distance of 587.1 feet, to Corner No. 2; thence proceed S. 85° 11' E. a distance of 1134.6 feet to Corner No. 3; thence proceed S. 1° 0.8 E. a distance of 469.5 feet to Corner No. 4; thence proceed S. 88° 52' W. a distance of 1129.1 feet, more or less, to Corner No. 1, the point of beginning hereinbefore mentioned.

This tract contains 13.69 more or less,

Tract No. 4 – DIRT BIKE PARK

A tract of land in the SE1/4SE1/4 of Section 12, Township 33 North, Range 100 West, 6th PM, more particularly described as follows:

Beginning at point No. 1, which point bears N85°06'56W a distance of 627.64 feet from the Southeast corner of said Section 12; thence proceed:

N88°56'10"W a distance of 295.94 feet to point no. 2

N00°28'05"W a distance of 461 feet to point no. 3

N89°15'31"E a distance of 92.07 feet to point no. 4

S22°12'45"E a distance of 74.22 feet to point no. 5

S34°42'18"E a distance of 50.60 feet to point no. 6

S10°03'12"E a distance of 112.63 feet to point no. 7

S04°54'30"E a distance of 158.70 feet to point no. 8

N67°43'18"E a distance of 72.04 feet to point no. 9

S23°43'18"E a distance of 126.33 feet, more or less, to point no. 1, the point of beginning.

Described tract encompasses an area of 1.89 acres, more or less.

Tract No. 5 – Soccer Fields - #2

A tract of land located in the SE1/4 of Section 12, Township 33 North, Range 100 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows: Beginning at corner No. 1, which corner bears N06°57'48"E, a distance of 1148.19 feet from the E1/16 corner common to said Section 12 and Section 13: thence proceed S89°19'00"W, a distance of 328.01 feet to corner No. 2; thence proceed N00°45'00"W, a distance of 451.75 feet, more or less, to corner No. 3, a point on the northerly boundary of the Fremont County School District No. 1 property; thence along the said property boundary S85°01'24"E, a distance of 323.62 feet to corner No. 4; thence proceed S01°34'10"E, a distance of 419.88 feet to Corner No. 1, being the point of beginning of this description; said tract contains 3.25 acres, more or less.

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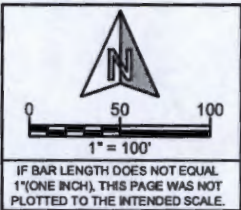
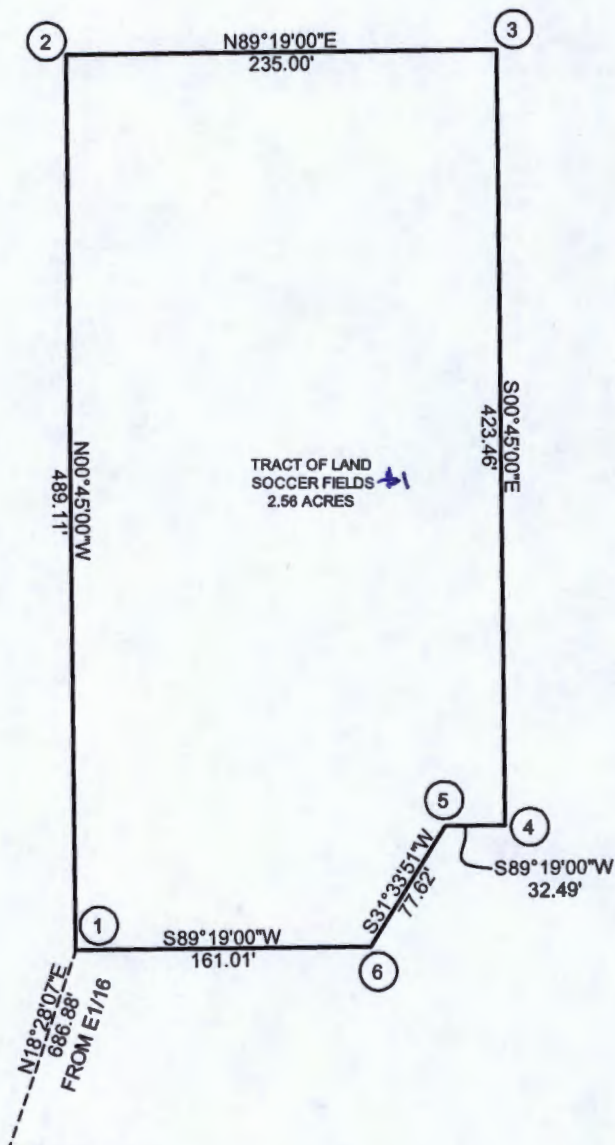


 ENGINEERING > SURVEYING > PLANNING 155 N 1st, STE A LANDER, WY 82520 307-334-5646	Drawn By: DAF	TRACT OF LAND	FREMONT COUNTY SCHOOL DISTRICT No. 1 615 Popo Agie St. Lander, WY 82520
	Checked By: BM	LANDER VALLEY HIGH SCHOOL SECTION 12, T33N, R100W, 6th PM FREMONT COUNTY, WY	
	Job #:		
	Date: 5/13/19		
	Revision:		
	Date: 10/31/19		
	Explanation:		



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 ENGINEERING > SURVEYING > PLANNING 155 N 1st, STE A LANDER, WY 82520 307-334-5646	Drawn By: DAF	TRACT OF LAND LANDER VALLEY HIGH SCHOOL SECTION 12, T33N, R100W, 6th PM FREMONT COUNTY, WY	FREMONT COUNTY SCHOOL DISTRICT No. 1 615 Popo Agie St. Lander, WY 82520
	Checked By: BM		
	Job #:		
	Date: 5/13/19		
	Revision:		
	Date: 10/31/19		
	Explanation:		



LEGAL DESCRIPTION:

A Tract of Land located in the SE1/4SE1/4, Section 12, Township 33 North, Range 100 West., 6th PM, Fremont County, Wyoming, more particularly described as follows:

Beginning at Corner No. 1, which corner bears N18°28'07"E, a distance of 686.88 feet from the E1/16 Corner of said Section 12 common to Said Section 12 and Section 13;

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Thence proceed N89°19'00"E, a distance of 235.00 feet to Corner No. 3;

Thence proceed S00°45'00"E, a distance of 423.46 feet to Corner No. 4 being on the property line;

Thence proceed S89°19'32"W, a distance of 32.49 feet to Corner No. 5;

Thence proceed S31°33'51"W, a distance of 77.62 feet to Corner No. 6;

Thence proceed to S89°19'00"W, a distance of 161.01 feet, more or less, to Corner No. 1, being the Point of Beginning of this description;

Said Tract contains 2.56 acres, more or less.



WHS

ENGINEERING > SURVEYING > PLANNING

155 N 1st, STE A

LANDER, WY 82520

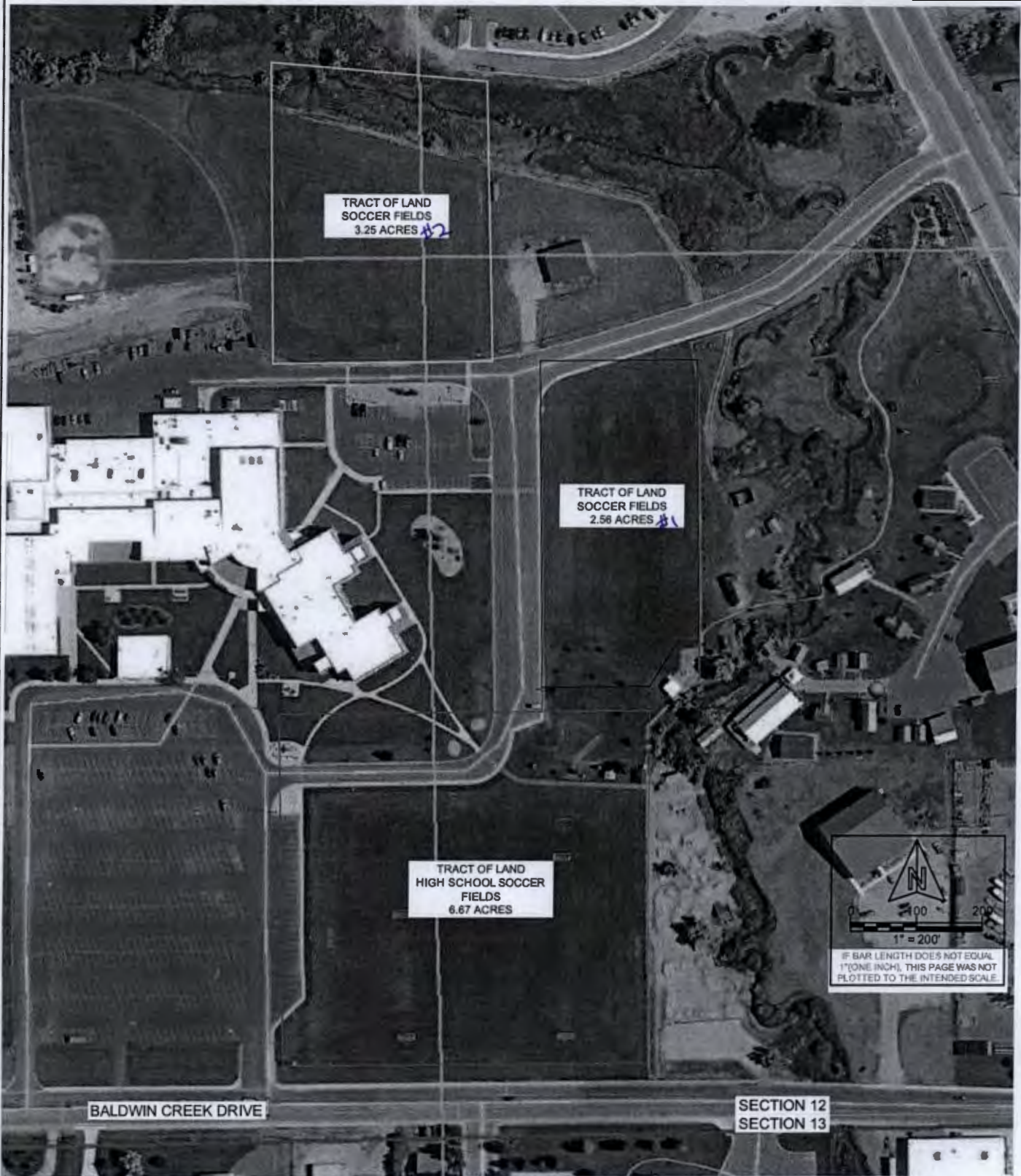
307-334-5646

Drawn By: DAF
Checked By: BM
Job #:
Date: 8/16/18
Revision: 1
Date: 10/31/19
Explanation:

TRACT OF LAND
FREMONT COUNTY HIGH SCHOOL SECTION 12, T33N, R100W, 6th PM FREMONT COUNTY, WY

FREMONT COUNTY SCHOOL DISTRICT No. 1 615 Popo Agie St. Lander, WY 82520
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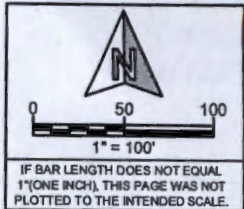
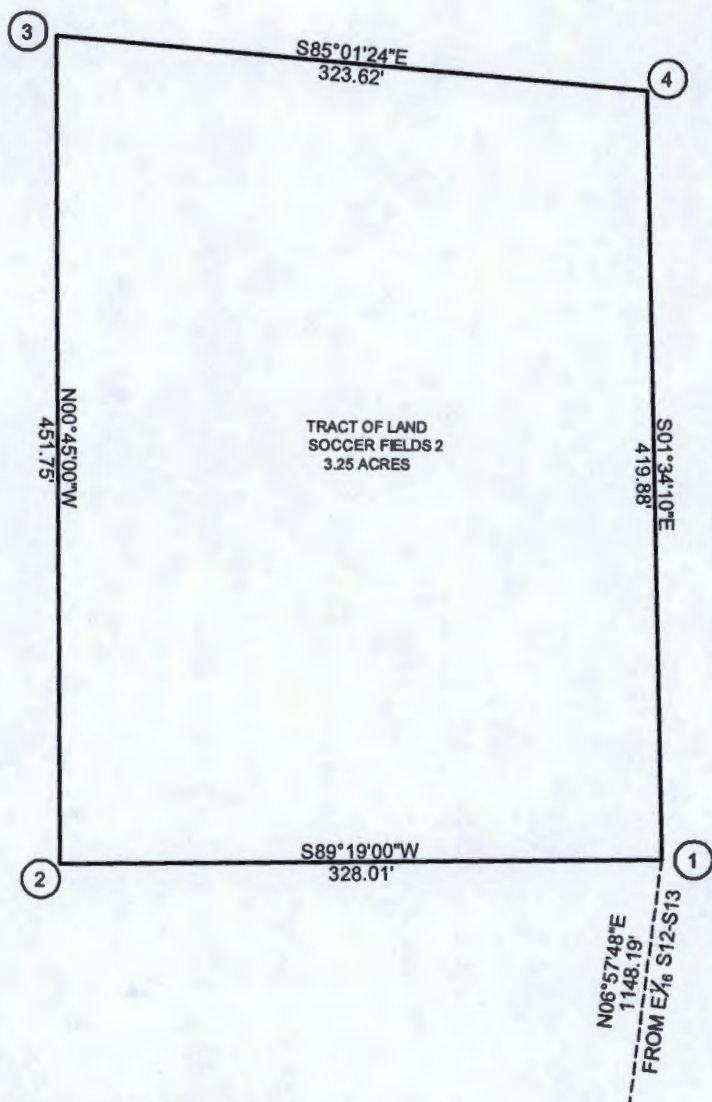


WHS
ENGINEERING > SURVEYING > PLANNING
155 N 1st, STE A
LANDER, WY 82520
307-334-5646

Drawn By: DAF
Checked By: BM
Job #:
Date: 5/13/19
Revision:
Date: 10/31/19
Explanation:

TRACT OF LAND
LANDER VALLEY HIGH SCHOOL SECTION 12, T33N, R100W, 6th PM FREMONT COUNTY, WY

FREMONT COUNTY SCHOOL DISTRICT No. 1 615 Popo Agie St. Lander, WY 82520
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LEGAL DESCRIPTION:

A Tract of Land located in the SE1/4, Section 12, Township 33 North, Range 100 West., 6th PM, Fremont County, Wyoming, more particularly described as follows:

Beginning at Corner No. 1, which corner bears N06°57'48"E, a distance of 1148.19 feet from the E1/16 Corner common to said Section 12 and Section 13;

Thence proceed S89°19'00"W, a distance of 328.01 feet to corner No. 2;

Thence proceed N00°45'00"W, a distance of 451.75 feet, more or less, to corner No. 3, a point on the northerly boundary of the Fremont County School District No. 1 property;

Thence along the said property boundary S85°01'24"E, a distance of 323.62 feet to Corner No. 4;

Thence proceed S01°34'10"E, a distance of 419.88 feet to Corner No. 1, being the Point of Beginning of this description;

Said Tract contains 3.25 acres, more or less.



WHS
ENGINEERING > SURVEYING > PLANNING
155 N 1st, STE A
LANDER, WY 82520
307-334-5646

Drawn By: DAF
Checked By:
Job #:
Date: 10/31/19
Revision:
Date:
Explanation:

TRACT OF LAND
FREMONT COUNTY HIGH SCHOOL SECTION 12, T33N, R100W, 6th PM FREMONT COUNTY, WY

FREMONT COUNTY SCHOOL DISTRICT No. 1 615 Popo Agie St. Lander, WY 82520
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NOTICE TO PROCEED

Owner: City of Lander Owner’s Project No.:
Engineer: Strike Consulting Group Engineer’s Project No.:
Contractor: Metron-Farnier Contractor’s Project No.:
Project: Water Meter Replacement Project
Contract Name:
Effective Date of Contract: October 5, 2024

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on October 5, 2024 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is June 2, 2025, and the date by which readiness for final payment must be achieved is July 2, 2025.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Lander
By (signature):
Name (printed):
Title:
Date Issued:

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: September 10, 2024

Owner:	City of Lander	Owner’s Project No.:
Engineer:	Strike Consulting Group	Engineer’s Project No.:
Project:	Water Meter Replacement Project	
Contract Name:		
Bidder:	Metron-Farnier	
Bidder’s Address:	5665 Airport Blvd. Boulder, CO 80301	

You are notified that Owner has accepted your Bid dated August 5, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

All work for the Water Meter Replacement Project.

The Contract Price of the awarded Contract is \$1,884,178.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

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

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

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

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

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

Owner: City of Lander

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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

This Agreement is by and between City of Lander (“Owner”) and Metron-Farnier (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

Water Meter Replacement Project

ARTICLE 2—THE PROJECT

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

Remove and replace all domestic water meters within the City of Lander water service area and install new cellular AMI system at all locations.

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within 240 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.03 *Milestones*

- A. No milestones associated with the work.

4.04 *Liquidated Damages*

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

ARTICLE 5—CONTRACT PRICE

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.
 - C. In accordance with W.S. 16-6-1001(a)(iv), the Owner may issue the progress payment upon verification that all materialmen, subcontractors, and laborers have been paid for completed work through the date of the most recent previous progress payment.
 - D. Contractor may designate an interest-bearing account for retainage in accordance with W.S. 16-6-702, 16-6-704, and 16-6-705.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, the completion of all closeout documents, and once the requirements of W.S. 16-6-116, 16-6-117, and 15-1-113h are met, Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of the maximum legal rate.

ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).

- b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. SRF Special Conditions.
- 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
- 7. Addenda (number 1 to 1, inclusive).
- 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
- 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

This Agreement will be effective on October 5, 2024 (which is the Effective Date of the Contract).

Owner:	Contractor:
(typed or printed name of organization)	(typed or printed name of organization)
By: (individual's signature)	By: (individual's signature)
Date: (date signed)	Date: (date signed)
Name: (typed or printed)	Name: (typed or printed)
Title: (typed or printed)	Title: (typed or printed)
	(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: (individual's signature)	Attest: (individual's signature)
Title: (typed or printed)	Title: (typed or printed)
Address for giving notices:	Address for giving notices:
Designated Representative:	Designated Representative:
Name: (typed or printed)	Name: (typed or printed)
Title: (typed or printed)	Title: (typed or printed)
Address:	Address:
Phone:	Phone:
Email:	Email:
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: (where applicable)
	State:

Lander, Wyoming

Bids publicly opened and read August 15, 2024 at 11:00 am at Lander City Hall, 240 Lincoln Street Lander, WY 82520

[illegible]

EXHIBIT A

PERMANENT EASEMENT

Section 8, Item G.

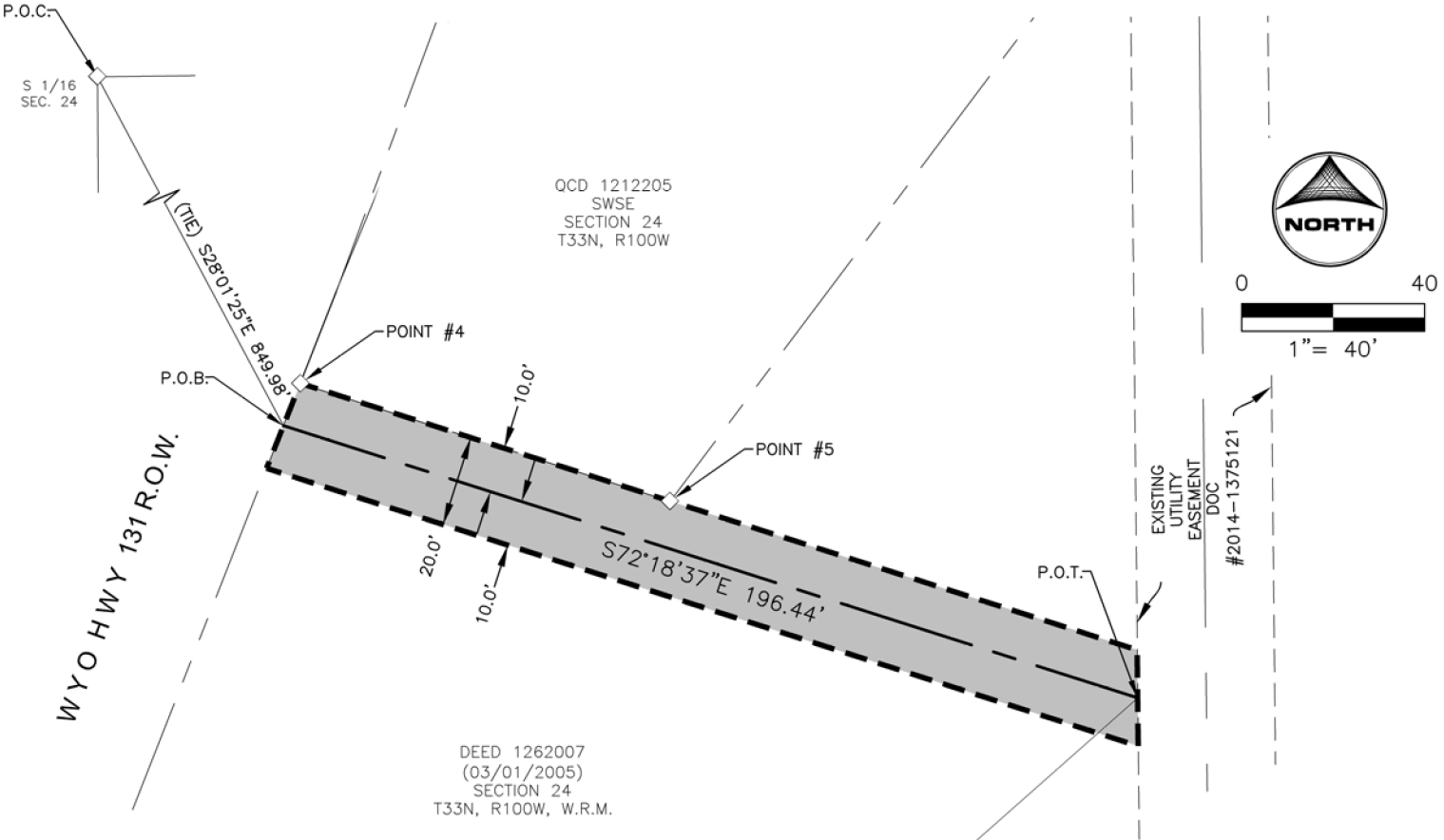
A PERMANENT EASEMENT TO PROVIDE INGRESS, EGRESS AND MAINTENANCE OF CITY OF LANDER OWNED UTILITIES ACROSS A PORTION OF A TRACT OF LAND IN THE SW1/4SE1/4, SECTION 24, T33N, R100W, 6PM, FREMONT COUNTY, WYOMING DESCRIBED IN DOCUMENT 2005-1262007 IN THE FREMONT COUNTY CLERK'S OFFICE WHOSE CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER SOUTH (C-S) SIXTEENTH (1/16) CORNER OF SAID SECTION 24, A 2.5 INCH DIAMETER BRASS CAP MARKED "PE & LS 396";

THENCE S 28° 01' 25" E, A DISTANCE OF 849.98 FT TO THE POINT OF BEGINNING;

THENCE S 72° 18' 37" E, A DISTANCE OF 196.44 FT TO THE POINT OF TERMINATION, SAID POINT BEING ON THE WEST EDGE OF AN EASEMENT DESCRIBED IN DOCUMENT 2014-1375121 AND BEARING N 48° 29' 16" E, A DISTANCE OF 769.57 FT FROM THE S 1/4 CORNER OF SAID SECTION 24. SAID CENTERLINE BEING PARALLEL TO AND OFFSET 10 FT SOUTH OF A LINE BETWEEN POINT #4 AND POINT #5, SAID POINTS DESCRIBED IN PARCEL 1 OF TRACT DESCRIBED IN QCD 1212205 IN THE FREMONT COUNTY CLERK'S OFFICE.

SAID EASEMENT CONTAINS 3920.28 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

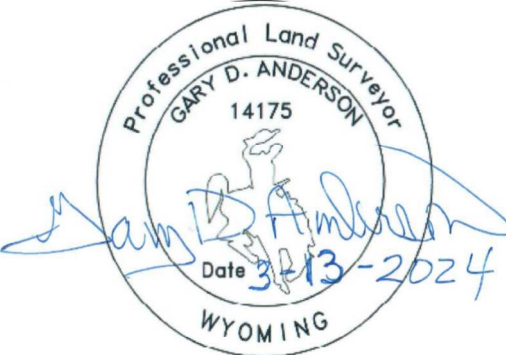


LEGEND

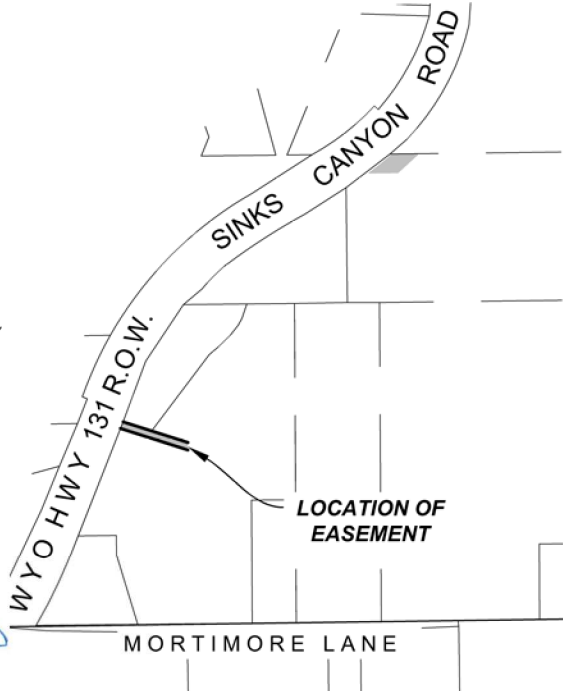
- PROPERTY LINE/R.O.W. LINE
- EXISTING EASEMENT
- SECTION LINE
- ◇ FOUND CORNER
- █ PERMANENT EASEMENT
- R.O.W. RIGHT OF WAY

CERTIFICATE OF SURVEYOR

I, GARY D. ANDERSON, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THE MAP AND LEGAL DESCRIPTION SHOWN HEREON WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION FROM A SURVEY COMPLETED FROM JANUARY 2019 TO MARCH 2019, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



AREA DATA
RIGHT OF WAY EASEMENT
3920.27 SQ.FT OR 0.09 AC MORE OR LESS



VICINITY MAP

SCALE: NOT TO SCALE

PROJECT #	DATE
10193520	4/6/2020
DRAWN BY	FIGURE
GDW	68
CHECKED BY	EXHIBIT
GDA	



PERMANENT EASEMENT
FREMONT COUNTY, WYOMING

EASEMENT AND RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration that the City of Lander shall permit water user, or their heirs and assigns, to connect up to two 1-inch water taps for residences or buildings for use at 1631 Sinks Canyon Road, to the City water system, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms, covenants and conditions contained hereinafter, William James Espinoza and Ann Marie Espinoza as Trustees of the Espinoza Family Revocable Trust, dated February 1, 2024, a resident of Fremont County, Wyoming, hereinafter collectively referred to as GRANTORS, hereby grants, bargains, sells, transfers, delivers, warrants and conveys unto the CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as the GRANTEE, its successors, transferees and assigns, a perpetual easement for the use and purpose of constructing and operating underground utility lines and appurtenances therein and thereon as part of GRANTEE’S utility network and for such purpose the GRANTEE shall have the right to enter upon the easement hereinafter described, at any time GRANTEE may see fit and along the described easement to construct, inspect, maintain, alter, replace, repair, build, construct roads, and install utility lines and appurtenant facilities thereto or enlarge said pipe line and the right to convey water through such pipe lines, on, over, under, across the easement herein granted to GRANTEE, together with the right to excavate and refill ditches and trenches for the installation of the pipe lines and in addition for the repairs, maintenance, and replacement of said pipe lines and the right to remove trees, bushes, undergrowth, fences, structures, and any and all other obstacles and structures interfering with the location, construction and maintenance of said pipe line.

The easement being conveyed by GRANTORS to the GRANTEE by this instrument is situated in the County of Fremont in the State of Wyoming, and the said easement is set forth and more particularly described and set forth on Exhibit “A” and Exhibit “B” attached hereto and by this reference made of part hereof and incorporated herein by this reference.

The GRANTORS agree and covenant that they shall not place any trees, bushes, undergrowth, or construct any type of buildings, sheds or any other obstructions upon or under the easement which would interfere with GRANTEE’S use of said easement. The GRANTEE has the right to remove trees, bushes, undergrowth, buildings, sheds, structures, and other obstructions interfering with the location, construction, repair and maintenance of the utility lines within the easement without repairing or replacing any obstructions. GRANTEE shall repair any underground, or above ground, irrigation appurtenances damaged during installation, repair, or maintenance of said utility lines on said easement.

GRANTORS further grant to the GRANTEE, its employees, contractors, representatives and agents the right of ingress and egress to and from the permanent easement for any and all purposes necessary and incident to the exercise of the rights hereby grant to the GRANTEE by this conveyance. GRANTOR shall, in no way, hinder or prevent the proper and reasonable use and enjoyment of said easement by GRANTEE. GRANTOR shall not withhold access to the easement by GRANTEE, its employees, contractors and agents.

The grant of this easement shall run with the land as described on Exhibit “A” and Exhibit “B” attached hereto and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

The duration of this easement herein granted shall be perpetual and irrevocable.

Subject to the above terms and conditions, the GRANTORS reserve the right to use said land for any and all purposes, provided said use does not violate the above conditions and said use does not prevent the exercise by said GRANTEE of the easement granted by this instrument.

GRANTORS do hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

The GRANTORS, either personally or through their duly authorized representatives, have executed this Easement on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Easement Grant.

DATED this ____ day of _____, 2024

William James Espinoza as Trustee of the Espinoza Family Revocable Trust DATED February 1, 2024

Ann Marie Espinoza as Trustee of the Espinoza Family Revocable Trust DATED February 1, 2024

STATE OF WYOMING }
COUNTY OF FREMONT } **ss.**

Subscribed and sworn to before me by Trustee of the Espinoza Family Revocable Trust, dated February 1, 2024 on this _____ day of _____, 2024.

Witness my hand and official seal:

Notary Public
My Commission Expires_____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

Subscribed and sworn to before me by Trustee of the Espinoza Family Revocable Trust, dated February 1, 2024, on this _____ day of _____, 2024.

Witness my hand and official seal:

Notary Public
My Commission Expires_____

EXHIBIT A - CITY OF LANDER LICENSE

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE STATE OF WYOMING, DEPARTMENT OF HEALTH, ACTING BY AND THROUGH THE WYOMING STATE BOARD OF LAND COMMISSIONERS, BEING THE OWNER, AND LANDER ECONOMIC DEVELOPMENT ASSOCIATION, LESSEE AND DESIGNATED AGENT FOR THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY THAT THE FOREGOING PLAT DESIGNATED AS LEDA ENTERPRISE PARK, PHASE I, A REPLAT OF A PORTION OF LOTS 7 AND 8, BLOCK 1, AND A PORTION OF LOTS 1 AND 2, BLOCK 4, LANDER TECHNICAL PARK, CITY OF LANDER, FREMONT COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT NO.1, WHICH POINT IS THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE PROCEED S53°07'09"E ALONG THE SOUTH LINE OF ENTERPRISE BOULEVARD A DISTANCE OF 32.94 FEET TO POINT NO.2; THENCE CONTINUE ALONG SAID SOUTH LINE AROUND A CURVE TO THE LEFT A DISTANCE OF 328.68 FEET TO POINT NO.3 (THE CURVE HAS A RADIUS OF 731.69 FEET AND THE CHORD FROM POINT NO.2 TO POINT NO.3 BEARS S68°59'14"E AND IS 325.92 FEET IN LENGTH); THENCE CONTINUE ALONG SAID SOUTH LINE S78°51'23"E A DISTANCE OF 290.00 FEET TO POINT NO.4; THENCE LEAVING SAID SOUTH LINE PROCEED S5°00'00"E A DISTANCE OF 104.10 FEET TO POINT NO.5; THENCE PROCEED N78°51'27"W A DISTANCE OF 128.94 FEET TO POINT NO.6; THENCE PROCEED S11°08'37"W A DISTANCE OF 64.32 FEET TO POINT NO.7; THENCE PROCEED N86°22'19"W A DISTANCE OF 110.96 FEET TO POINT NO.8; THENCE PROCEED N78°51'23"W A DISTANCE OF 90.00 FEET TO POINT NO.9; THENCE PROCEED N11°08'37"E A DISTANCE OF 41.57 FEET TO POINT NO.10; THENCE PROCEED N73°38'34"W A DISTANCE OF 166.10 FEET TO POINT NO.11; THENCE PROCEED N64°18'49"W A DISTANCE OF 192.94 FEET TO POINT NO.12; THENCE PROCEED N16°23'53"E A DISTANCE OF 161.29 FEET, MORE OR LESS, TO POINT NO.1, THE POINT OF BEGINNING, CONTAINING 2.21 ACRES MORE OR LESS, AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND ITS DESIGNATED AGENT, AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, STREETS AND EASEMENTS, AND

THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT SHALL GRANT AND/OR RECORD A TEMPORARY EASEMENT FOR THE DURATION OF SPECIAL LEASE NO.856 BETWEEN THE STATE OF WYOMING BOARD OF LAND COMMISSIONERS AND THE LANDER ECONOMIC DEVELOPMENT ASSOCIATION, DATED JUNE 30, 2016, WHICH WILL ALLOW ACCESS TO THE CITY OF LANDER AND ITS LICENSEES FOR PERPETUAL PUBLIC USE OF ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS AS DESIGNATED ON THIS PLAT SHALL ALSO HAVE GRANTED AND/OR RECORDED A TEMPORARY EASEMENT FOR THE DURATION OF SPECIAL LEASE NO.856 BETWEEN THE STATE OF WYOMING BOARD OF LAND COMMISSIONERS AND THE LANDER ECONOMIC DEVELOPMENT ASSOCIATION, DATED JUNE 30, 2016, WHICH WILL ALLOW ACCESS TO THE CITY OF LANDER AND ITS LICENSEES FOR PERPETUAL PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, RE-INSTALLING, REPLACING AND MAINTAINING SEWERS, WATERLINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TELEVISION LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER UTILIZED BY THE PUBLIC.

EXECUTED THIS 24th DAY OF May, 2017.

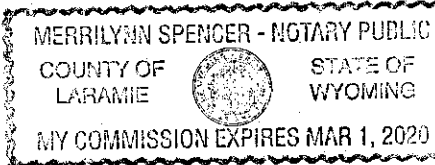
WYOMING STATE BOARD OF
LAND COMMISSIONERS

Bridget Hill
BRIDGET HILL, SECRETARY

STATE OF WYOMING } SS
COUNTY OF LARAMIE }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF May, AD, 2017, BY BRIDGET HILL, SECRETARY FOR THE WYOMING STATE BOARD OF LAND COMMISSIONERS.

WITNESS MY HAND AND OFFICIAL SEAL: 3/1/20
MY COMMISSION EXPIRES



Merrilyn Spencer
NOTARY PUBLIC

EXECUTED THIS 3rd DAY OF May, 2017.

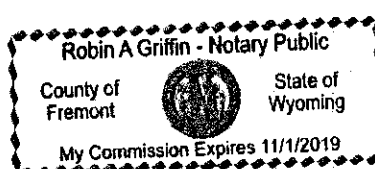
LANDER ECONOMIC DEVELOPMENT ASSOCIATION

[Signature]
DESIGNATED AGENT

STATE OF WYOMING } SS
COUNTY OF FREMONT }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF May, AD, 2017, BY Richard Kollins.

WITNESS MY HAND AND OFFICIAL SEAL: 11/1/19
MY COMMISSION EXPIRES



Robin A. Griffin
NOTARY PUBLIC

CERTIFICATE OF CITY COUNCIL

THIS PLAT APPROVED BY THE CITY COUNCIL OF LANDER, WYOMING THIS 11th DAY OF April, 2017.

Alvin MacInnis
MAYOR
Robin A. Griffin
CITY CLERK

CERTIFICATE OF CITY PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY OF LANDER PLANNING COMMISSION THIS 07th DAY OF October, 2016.

Daniel F. Huskison
CHAIRMAN
Robin A. Griffin
SECRETARY

CLERK AND RECORDER'S CERTIFICATE

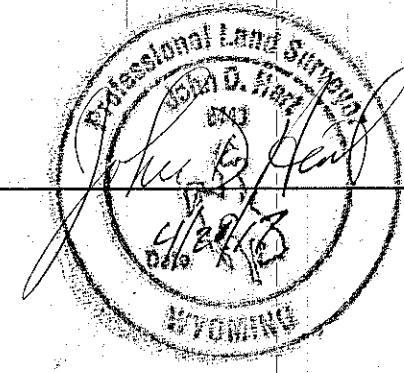
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER THIS 21st DAY OF July, 2017, AT 12:58 O'CLOCK PM, AND IS DULY RECORDED IN PLAT CABINET 8 PAGE 193, AND AS DOCUMENT NO. 2017-139506

Julie A. Freese
CLERK AND RECORDER
Debbie Reed
DEPUTY

STATE OF WYOMING } SS
COUNTY OF FREMONT }

CERTIFICATE OF SURVEYOR

I, JOHN D. HART, A DULY LICENSED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS IS A TRUE, CORRECT AND COMPLETE PLAT OF LEDA ENTERPRISE PARK, PHASE I, AS LAID OUT, PLATTED, DEDICATED, AND SHOWN HEREON; THAT SUCH PLAT WAS MADE FROM AN ACTUAL SURVEY MADE BY ME, AND THAT SAID PLAT CORRECTLY SHOWS THE LOCATION AND DIMENSION OF THE LOTS AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH CITY OF LANDER REGULATIONS GOVERNING THE SUBDIVISION OF LANDS.



GENERAL NOTES

"WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN WATER RIGHTS. LOT OWNERS HAVE NO RIGHT TO WATER FLOWING PAST OR THROUGH THE PROPOSED SUBDIVISION OTHER THAN FOR PERMITTED USE(S) SPECIFICALLY APPROPRIATED OR ADJUDICATED TO THEIR LOT VIA THE STATE ENGINEER'S OFFICE OR THE STATE BOARD OF CONTROL."

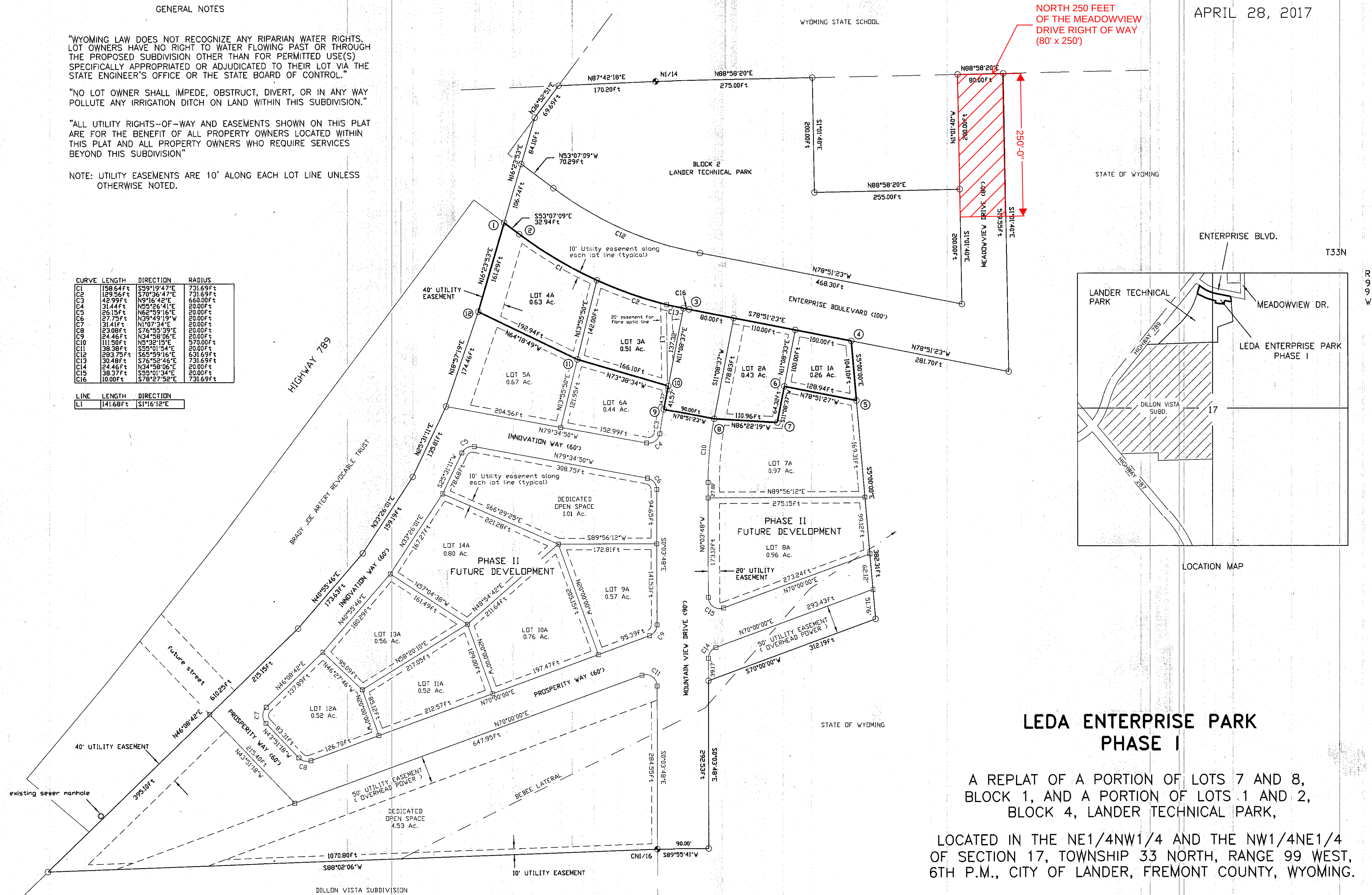
"NO LOT OWNER SHALL IMPEDE, OBSTRUCT, DIVERT, OR IN ANY WAY POLLUTE ANY IRRIGATION DITCH ON LAND WITHIN THIS SUBDIVISION."

"ALL UTILITY RIGHTS--OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FOR THE BENEFIT OF ALL PROPERTY OWNERS LOCATED WITHIN THIS PLAT AND ALL PROPERTY OWNERS WHO REQUIRE SERVICES BEYOND THIS SUBDIVISION"

NOTE: UTILITY EASEMENTS ARE 10' ALONG EACH LOT LINE UNLESS OTHERWISE NOTED.

CURVE	LENGTH	DIRECTION	RADIUS
C1	198.64ft	S59°19'47"E	731.69ft
C2	129.56ft	S70°16'47"E	731.69ft
C3	42.99ft	N9°16'42"E	660.00ft
C4	31.44ft	N6°16'42"E	20.00ft
C5	26.13ft	N62°39'16"E	20.00ft
C6	27.75ft	N59°49'19"W	20.00ft
C7	31.41ft	N10°17'34"E	20.00ft
C8	23.08ft	S76°53'39"E	20.00ft
C9	54.46ft	N34°58'06"E	20.00ft
C10	11.50ft	N5°32'15"E	570.00ft
C11	38.80ft	S50°01'04"E	20.00ft
C12	283.75ft	S65°39'16"E	631.69ft
C13	30.48ft	S76°52'46"E	731.69ft
C14	24.46ft	N34°58'06"E	20.00ft
C15	38.37ft	S50°01'34"E	20.00ft
C16	10.00ft	S78°27'52"E	731.69ft

LINE	LENGTH	DIRECTION
L1	141.68ft	S1°16'12"E



LEGEND:

- = ALUMINUM CAP
- = DIMENSION POINT ONLY
- = BRASS CAP



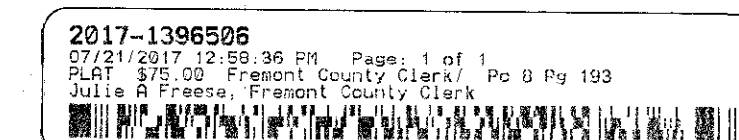
Scale 1" = 100 ft

APRIL 28, 2017

LEDA ENTERPRISE PARK
PHASE I

A REPLAT OF A PORTION OF LOTS 7 AND 8, BLOCK 1, AND A PORTION OF LOTS 1 AND 2, BLOCK 4, LANDER TECHNICAL PARK,

LOCATED IN THE NE1/4NW1/4 AND THE NW1/4NE1/4 OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 99 WEST, 6TH P.M., CITY OF LANDER, FREMONT COUNTY, WYOMING.



LICENSE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as “OWNER or OWNERS”, and the WYOMING DEPARTMENT OF HEALTH, a Wyoming State Agency whose principal office is 401 Hathaway Building, Cheyenne, Wyoming, herein referred to as “LICENSEE”.

WITNESSETH:

WHEREAS, OWNER is the owner of real estate which is described as 250 lineal feet of Meadowview Drive Right of Way, as shown in Exhibit “A”, which is attached and incorporated herein, (hereinafter referred to as the “Property”) located within Lander, Fremont County, State of Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by Owner to accommodate the construction of a gate and for access for ingress and egress.

TERMS AND CONDITIONS:

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

1.

LICENSE. OWNER does hereby grant to LICENSEE, or their agents and guests, unrestricted right to enter, passthrough, and remain upon the Property, and does hereby grant a license to use and remain upon the premises described as follows: 250 lineal feet of Meadowview Drive Right of Way as shown in Exhibit “A”; all of which is located within Fremont County, Wyoming. This license is for the purpose of construction of a gate and for access for ingress and egress, or any other similar or lawful activities, subject to the terms and conditions hereinafter stated.
2.

TERM. This License will remain in effect for the time that this Document is recorded, and shall terminate with 30 days written notice by the Owner.
3.

USE OF PREMISES. LICENSEE shall not in any manner cause any damage or destruction of any nature to or interruption of the use of the Property, Rights of Way, and/or ways of ingress or egress. LICENSEE agrees and

specifically understands that the license is confined solely to the privilege of LICENSEE, and his agents or guests, to use the premises above described, and that the authority and permission given herein does not thereby grant to it any interest or estate in said lands, but is a mere privilege to do certain acts of a temporary character on the lands of the OWNER and that the OWNER retains dominion, possession and control of said lands, including access thereto at all times.

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

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

6. **GOVERNMENTAL IMMUNITY.** The City of Lander does not waive governmental immunity and specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law.

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

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

9. **TERMINATION.** This license is subject to cancellation by either party

upon Thirty Days (30) days written notice. Notice given by either party must state the other party's name, address, and dates the license shall be terminated. Said notice shall be computed commencing with the day after the date of mailing.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LANDER:

BY: _____
MONTE RICHARDSON

ATTEST:

Rachelle Fontaine, City Clerk

WYOMING DEPT. OF HEALTH

BY: _____
Stephan Johansson
Director, Wyoming Department of Health

Date of Issuance: 9/5/24

Effective Date: 9/5/24

Owner: City of Lander

Owner's Contract No.:

Contractor: High Country Construction

Contractor's Project No.:

Engineer: HDR Engineering, Inc.

Engineer's Project No.: 10193520

Project: Tank and Pump Station

Contract Name: Lander High Pressure Water
System Upgrades – Phase III Projects

The Contract is modified as follows upon execution of this Change Order:

Description:

Item	Item Description	Cost	Time (calendar days)
1	Reconnection of customer at 15+34 (05C002) after abandonment of old lines	\$ 27,350.00	14
2	Reconnect of customers at sta 53+00 (05C003) after abandonment of old lines	\$ 120,810.00	21
3	Additional Flange adapters needed in PRV vaults	\$ 1,865.44	1
4	Pump skid modifications for field fit and maintenance	\$ 1,195.43	2
	Total	\$ 151,220.87	38

Attachments: Contractor Price Proposals

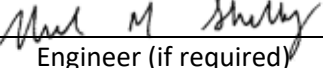
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>9,484,375.50</u>	Original Contract Times: Substantial Completion: <u>6/26/2024</u> Ready for Final Payment: <u>7/26/2024</u>
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>13,425</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>11/30/2024</u> Ready for Final Payment: <u>30 calendar days after substantial completion</u>
Contract Price prior to this Change Order: \$ <u>9,497,800.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>11/30/2024</u> Ready for Final Payment: <u>30 calendar days after substantial completion</u>
Increase of this Change Order: \$ <u>151,220.87</u>	Increase of this Change Order: Substantial Completion: <u>38 calendar days</u> Ready for Final Payment: <u>no change</u>
Contract Price incorporating this Change Order: \$ <u>9,649,021.37</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>1/7/2025</u> Ready for Final Payment: <u>30 calendar days after substantial completion</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:


Engineer (if required)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Title:

Project Manager

Title

Title

Date:

9/5/2024

Date

Date

08/26/2024
2302CO

14:56
2302 Lander High Pressure Change Order

Section 8, Item1.

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	REMOVE EXISTING FENCE	U	10.000	LF	15.00	150.00
20	TEMPORARY WATER SERVICE	U	1.000	EA	1,610.00	1,610.00
30	REMOVE REPLACE GRADING W BASE	U	4.000	TONS	125.00	500.00
40	REMOVE REPLACE ASPHALT PAVING	U	13.000	SY	357.00	4,641.00
50	EXPOSE EXISTING SERVICE CONNECTION	U	1.000	EA	879.00	879.00
60	16" SERVICE SADDLE FOR 1" W/CORP STOP	U	1.000	EA	2,564.00	2,564.00
70	1" PE SERVICE LINE	U	20.000	LF	51.00	1,020.00
80	18" TANDEM METER PIT W/PRV	U	1.000	EA	5,044.00	5,044.00
90	1" CURB VALVE AND CURB BOX	U	1.000	EA	1,927.00	1,927.00
100	1" SERVICE LINE IN EXISTING CASING	U	220.000	LS	36.00	7,920.00
110	CONNECT TO EXISTING WATER SERVICE AT CURB STOP	U	1.000	EA	586.00	586.00
120	REMOVE EXISTING CURB STOP	U	1.000	EA	293.00	293.00
130	REMOVE AND INSTALL TYPE F FENCE END PANEL	U	1.000	EA	1,555.00	1,555.00

Service in Casing \$28,689.00

200	REMOVE EXISTING FENCE	U	10.000	LF	15.00	150.00
210	EXPOSE EXISTING SERVICE CONNECTION	U	1.000	EA	879.00	879.00
220	16" SERVICE SADDLE FOR 1" SERVICE W/CORPSTOP	U	1.000	EA	2,564.00	2,564.00
230	1" PE SEVICE LINE	U	20.000	LF	51.00	1,020.00
240	18" TANDEM COUL METER PIT W/PRV	U	1.000	EA	5,044.00	5,044.00
250	1" CURV VALVE AND CURB BOX	U	1.000	EA	1,927.00	1,927.00
260	TRENCHLESS 1" SERVICE LINE	U	220.000	LF	60.60	13,332.00
270	CONNECT TO EXISTING WATER SERVICE @ CURB STOP	U	1.000	EA	586.00	586.00
280	REMOVE EXISTING CURB STOP	U	1.000	EA	293.00	293.00
290	REMOVE AND INSTALL TYPE F FENCE END PANEL	U	1.000	EA	1,555.00	1,555.00

Trenchless Option \$27,350.00

300	CONNECT TO EXIST WATER SERVICE	U	2.000	EA	1,785.00	3,570.00
310	2" COMPRESSION 90 BEND	U	1.000	EA	578.00	578.00
320	2" COMPRESSION 45 BEND	U	1.000	EA	542.00	542.00
330	2" PE SERVICE LINE	U	30.000	LF	81.00	2,430.00

BID TOTALS						
<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
340	PLUG/ABANDON OLD LINES	U	4.000	EA	2,150.00	8,600.00
350	20" SERVICE SADDLE FOR 2" SERVICE	U	3.000	EA	3,170.00	9,510.00
360	2" CURB VALVE & CURB SERVICE BOX	U	3.000	EA	4,490.00	13,470.00
370	METER PIT ASSEMBLY	U	3.000	EA	4,620.00	13,860.00
380	CONTINUOUS COLLAR AROUD CURB BOX	U	1.000	EA	1,500.00	1,500.00
390	EXPLORATORY EX	U	3.000	HR	800.00	2,400.00
400	TRENCHLESS 2" SERVICE LINE.	U	660.000	LF	97.50	64,350.00
Bore Services						\$120,810.00
500	6" FLANGE ADAPTER PRV		8.000	EA	233.18	1,865.44
PRV Extra Fitrings						\$1,865.44
Bid Total =====>						\$178,714.44

Shelby, Uriel

From: Chad Connell <chadc@highcountryconst.com>
Sent: Thursday, September 5, 2024 10:28 AM
To: Shelby, Uriel
Subject: cost for pump

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Urie,

The cost for the pump is \$1,195.43
Labor \$669.60
Material \$525.83

Thank You

Chad Connell
President
High Country Construction, Inc.
307-332-4933
307-330-8175 Cell

