



CITY OF LANDER

REGULAR CITY COUNCIL MEETING

Tuesday, August 13, 2024 at 6:00 PM
City Council Chambers, 240 Lincoln Street

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/85151532164?pwd=FZeVxBaQEwQu4mJ65bSuasKb9spH6R.1>

Meeting ID: 851 5153 2164

Passcode: 288432

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

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. Open hearing
- B. Introduce and read
- C. Public comment
- D. Closed hearing

4. COMMUNICATION FROM THE FLOOR

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

- A. Public Comment

5. MAYOR AND COUNCIL UPDATES

6. STAFF REPORTS

7. CONSENT AGENDA

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor

requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

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

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.
- [B.](#) Discussion concerning 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

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
- [B.](#) Approve Amendment to Resolution 1323 Setting Rules For Jaycee, Dillon, Goodrich and Centennial Parks in Accordance with City Ordinance 2023-3
- [C.](#) Approve Resolution 1338 Setting Rules For Popo Agie River Park in Accordance with City Ordinance 2023-3 as it may be amended
- [D.](#) Approve Resolution 1339 Creating a Lander Semi-Quincentennial Committee
- [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.
- [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
- [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
- [H.](#) Approve S 24.03 Amoretti 1st Subdivision Blk 56 lots 1,2 Replat
- [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.
- [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.

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

11. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

6:00 PM Tuesday, September 10, 2024, City Council Chambers

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

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

6:00 PM Tuesday, December 10, 2024, City Council Chambers

Work Sessions:

6:00 PM Tuesday, August 27, 2024, City Council Chambers

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

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

6:00 PM Tuesday, November 26, 2024, City Council Chambers

All meetings are subject to cancellation or change.

**CITY OF LANDER - NOTICE OF 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**

You are hereby notified that an opportunity will be given for you to appear and speak for or against the proposed changes to the Lander Municipal Code Title 12 during the Public Hearing on August 13, 2024, at 6:00 p.m. in the Council Chambers, City Hall, 240 Lincoln Street, Lander, Wyoming. A full copy of the proposed Ordinance 2024-5 can be obtained at City Hall, 240 Lincoln Street, Lander, WY, or on the City of Lander’s website landerwyoming.org. The proposed changes are as follows:

SECTION 2: Any person who violates this Ordinance and/or the park rules as set forth in Resolutions 1321, 1322, 1323 and 1327 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.

The City of Lander coordinates compliance with the nondiscrimination requirements contained in Section 504 of the ADA regulations. The City of Lander is an Equal Opportunity Provider and does not discriminate based on race, color, national origin, sex, age, disability, or other protected classes.

Rachelle Fontaine,
City Clerk

Publish, Lander Journal, July 13, 2024 and July 20, 2024

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:

PASSED ON FIRST READING:

PASSED ON SECOND READING:

PASSED ON THIRD READING:

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

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, July 09, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. Mayor Richardson 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 Mayor Monte Richardson. COUNCILMEMBERS ABSENT: Missy White. Declaration of a quorum. STAFF PRESENT: Lander Police Chief Scott Peters, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

2. **APPROVAL OF AGENDA** Motion made by Councilmember Cox, Seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed.

3. **COMMUNICATION FROM THE FLOOR**
Debra East updated the Council on the second decade of Wind River Pride and described Wind River Pride’s recent events. Wind River Pride welcomed hundreds of participants after five months of planning. Wind River Pride experienced internal challenges and external opposition last year and this year including direct protests. The June event is a primary fundraiser.

Taylor Pajunen presented Wind River Pride’s Proclamation, which event attendees signed. She read part of the proclamation to the Council.

Tehnehn Edwards continued reading the proclamation, which proclaimed June as Pride Month.

Annelise Wright described eight events Wind River Pride sponsored, organized, and held during the event.

Skylar Sargent explained to the Council that he helped lead the security for the events. He described the efforts and security plan. He generally asked which other events had to put in place their own security teams.

Layha Spoonhunter informed the Council that there were 750 attendees, 120 volunteers, 20 organizers, and 150 donors. All events were alcohol-free with no cost to attend. Despite the hate groups, Wind River Pride will continue to hold events and a space to connect, celebrate, remember, and hope for a better future.

Karen Wetzel addressed the council and stated she has nothing against LGBTQ. She does not like lying. She was part of the group that went to the Art Center. They sat in silence and did not engage. She was not frisked. She reported she has been pushed and shouted at while attending Gay Pride Events. She commented that they need to leave the kids alone. They can be a protected class, but they do not get special rights. They yell and scream at us as well.

Cindy Newman requested reconsideration of the Pig Roast balloon release. There is no such thing as a harmless balloon release. Balloons travel thousands of miles and land in remote areas. Birds, turtles and other animals mistake balloons for food, which kills them. Balloon releases lead to loss of lives, animals also become entangled in strings. Biodegradable balloons take six months or more to degrade and are just as harmful to wildlife.

Andrea Orbona also addressed the Council concerning the balloon release. She commented there are other ways to commemorate those we have lost. Balloons become microplastics. Animals eat them and get tangled in the strings. A fleeting, feel-good act inflicts long-lasting consequences on the environment and wildlife.

Sarah Reilly handed the Council images of what happens to animals when they get caught in balloons. She commented that she is grateful for mental health awareness but causing harm to the environment is not the way to raise awareness.

Sky Phifer addressed the balloons as well. He stated that balloon releases contribute to a criminal littering misdemeanor potentially in violation of W.S. 6-3-204 which could result in a \$750 fine and/or a six-months incarceration. He provided the Council with a handout with ten eco-friendly options.

Mary McKnight thanked the Council for their work. She also spoke against the balloon release.

4. **MAYOR AND COUNCIL UPDATES**

Councilmember Larsen commented that the trees on Main Street look great. Lander did a wonderful job on the 4th of July. The race and the rodeo were well attended.

Councilmember D Hahn echoed that the 4th of July was great. There were a lot of nice fireworks. The sharrows look good.

Council President Cox echoed the 4th of July comments. She is curious to know the police and fire responses. She commented that a car parked at the Lander Bar Lander was “blown up” by fireworks. She appreciates the communication from the floor and community members’ passion concerning community events.

Councilmember Stuble reminded everyone and those who commented tonight that anyone can comment at meetings, and anyone can email the Councilmembers. She expressed the necessity for communication and is grateful for comments which aid in her decision-making. She questioned whether the Pig Roast is a City Event or a partnership.

Mayor Richardson commented that a Pig Roast subcommittee is organizing the balloon release. Everything is biodegradable within two weeks. There is a meeting tomorrow and the balloon release will be addressed. The water tank is going together quickly and will provide more water storage and fire protection.

5. STAFF REPORTS

Chief of Police Scott Peters commented that the 4th was busy. He can provide actual numbers to Council President Cox. The department was busy with an outside group that wanted to cause problems. The Fire Department was extremely busy.

Assistant Mayor RaJean Strube Fossen provided two announcements. On August 7th there will be an informational open house from 3PM-6PM at the Community Center. Additionally, Ayers, the master planning engineering firm, will have a booth at the Pig Roast and Lander Presents. She hopes the public engages with Ayers and uses this opportunity for input on what happens with local parks and transportation. Title 4 changes are moving forward.

City Treasurer Charri Lara reminded the Council that Chancey Williams will be playing for free on Sunday. That event was paid for with half-cent economic development money. The SLIB board notified the City that Chapter 40 rules allow the TML grant reimbursement back to March 3, 2021, which will include all expenses to date making the City whole.

6. CONSENT AGENDA

- A. Approve Minutes from June 11, 2024, Regular City Council Meeting
- B. Approve Minutes from June 25, 2024, Work Session City Council Meeting
- C. Approve Bills and Claims

OFFICE OF STATE LANDS & INVEST DWSRF LOAN #194 - WATER 218000,ROCKY MOUNTAIN POWER ELECTRICITY 13887.12,MASTERCARD INVESTIGATIVE FUNDS 34.98,CITY SERVICE VALCON FUEL 14211.58,WATER REFUNDS WATER REFUNDS 100.93,WATER REFUNDS WATER REFUNDS 48.51,WATER REFUNDS WATER REFUNDS 142.57,WATER REFUNDS WATER REFUNDS 64.22,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 150,MASTERCARD SUPPLIES 40,MASTERCARD MEETING EXPENSE 72.45,MASTERCARD SUPPLIES 21.88,MASTERCARD SUPPLIES 74.79,MASTERCARD TELEPHONE 898.32,MASTERCARD SUPPLIES 38.56,MASTERCARD SUPPLIES 5061.96,MASTERCARD SUPPLIES 20,MASTERCARD SUPPLIES 23.11,MASTERCARD SUPPLIES 7.92,MASTERCARD PROFESSIONALS 249,MASTERCARD SUPPLIES 80,MASTERCARD SUPPLIES 78.88,MASTERCARD SUPPLIES 244.8,MASTERCARD TRAVEL 208,MASTERCARD TRAVEL 38.45,MASTERCARD SUPPLIES 4.48,MASTERCARD BLDG GROUNDS MAINTENANCE 271.31,MASTERCARD BLDG GROUNDS MAINTENANCE 25.98,MASTERCARD BLDG GROUNDS MAINTENANCE 7.4,MASTERCARD SUPPLIES/TOOLS & EQUIP 29.69,MASTERCARD SUPPLIES/TOOLS & EQUIP 8.99,MASTERCARD IRRIGATION SYSTEM REPAIR 12.98,MASTERCARD SUPPLIES/TOOLS & EQUIP 145.91,MASTERCARD NEW ASSETS 869.97,MASTERCARD NEW ASSETS 1574.89,MASTERCARD PROF AND CONSULTING 23.99,MASTERCARD NEW ASSETS 289.99,MASTERCARD PROF AND CONSULTING 17.94,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD WATER SAMPLES TESTING 45,MASTERCARD WW LAB/TESTING 319,MASTERCARD WW LAB/TESTING -319,MASTERCARD WW LAB/TESTING 404,MASTERCARD WATER SAMPLES TESTING 721,MASTERCARD OPERATIONS AND MAINTENANCE 49.42,MASTERCARD WW LAB/TESTING 309,MASTERCARD WW LAB/TESTING 187,MASTERCARD OPERATIONS AND MAINTENANCE 5.02,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD OPERATIONS AND MAINTENANCE 12.79,MASTERCARD OPERATIONS AND MAINTENANCE 32.99,MASTERCARD OPERATIONS AND MAINTENANCE 38.77,MASTERCARD OPERATIONS AND MAINTENANCE 43.15,MASTERCARD OPERATIONS AND MAINTENANCE 59.45,MASTERCARD OPERATIONS AND MAINTENANCE 31.98,MASTERCARD OPERATIONS AND MAINTENANCE 12.15,MASTERCARD WW-OPERATIONS & MAINTENANCE 59.95,MASTERCARD WW-OPERATIONS & MAINTENANCE 31.09,MASTERCARD WW-OPERATIONS &

MAINTENANCE 39.92,MASTERCARD WW-OPERATIONS & MAINTENANCE -59.95,MASTERCARD WW-OPERATIONS & MAINTENANCE 214.88,MASTERCARD WW-OPERATIONS & MAINTENANCE 191.82,MASTERCARD OPERATIONS AND MAINTENANCE 54.12,MASTERCARD WW LAB/TESTING 315,MASTERCARD WW-OPERATIONS & MAINTENANCE 8.61,MASTERCARD WW-OPERATIONS & MAINTENANCE 42.27,MASTERCARD SUPPLIES 107.28,MASTERCARD SUPPLIES 18.98,MASTERCARD REPAIR AND MAINTENANCE SERVICE 89.97,MASTERCARD POSTAGE 6.8,MASTERCARD INVESTIGATIVE FUNDS 155.74,MASTERCARD REPAIR AND MAINTENANCE SERVICE 81.87,MASTERCARD UNIFORMS 354,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 188.39,MASTERCARD SPECIAL PROGRAM 840,MASTERCARD TUITION & REGISTRATION 150,MASTERCARD REC. EQUIPMENT 56.97,MASTERCARD SPECIAL PROGRAM 50.33,MASTERCARD SPECIAL PROGRAM 34.44,MASTERCARD INVESTIGATIVE FUNDS 270,MASTERCARD SUPPLIES 24.25,MASTERCARD OPERATIONS AND MAINTENANCE 23.34,MASTERCARD OPERATIONS AND MAINTENANCE 27.19,MASTERCARD SUPPLIES 44.99,MASTERCARD OPERATIONS AND MAINTENANCE 8.99,MASTERCARD SAFE. EQUIP. & BARRICADE 75,MASTERCARD SUPPLIES 59.96,MASTERCARD SUPPLIES 205.62,MASTERCARD ADVERTISING 1831.45,MASTERCARD TRAVEL 376,MASTERCARD DUES 420,MASTERCARD SUPPLIES 109.83,MASTERCARD TRAVEL 819,MASTERCARD BUILDING MAINTENANCE 33.63,MASTERCARD BUILDING MAINTENANCE 53.89,MASTERCARD TUITION & REGISTRATION 103.49,MASTERCARD UNIFORMS 315,MASTERCARD BUILDING MAINTENANCE 681.68,MASTERCARD BUILDING MAINTENANCE 204.5,MASTERCARD BUILDING MAINTENANCE 49.34,MASTERCARD SUPPLIES 20.65,MASTERCARD SUPPLIES 21.59,MASTERCARD ADVERTISING 40,MASTERCARD ADVERTISING 806.26,MASTERCARD EMPLOYEE BENEFIT 21.49,MASTERCARD ADVERTISING 1494.29,MASTERCARD ADVERTISING 168,MASTERCARD NEW ASSETS 449,MASTERCARD SUPPLIES 52.22,MASTERCARD SUPPLIES 197.96,MASTERCARD TELEPHONE & INTERNET 1175.08,MASTERCARD TRASH COLLECTION 2191.83,MASTERCARD TELEPHONE & INTERNET 1750.16,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD WATER UTILITY BILLING 693.69,MASTERCARD TELEPHONE & INTERNET 1675.04,MASTERCARD PROF. & TECHNICAL SERVICE 4094.74,MASTERCARD SUPPLIES 362.76,MASTERCARD POSTAGE 17.8,MASTERCARD SUPPLIES 131.45,MASTERCARD POSTAGE 5.15,MASTERCARD SUPPLIES 90.5,MASTERCARD INVESTIGATIVE FUNDS 1287,MASTERCARD SHOP SUPPLIES 1030,MASTERCARD VEHICLE REPAIR 45.23,MASTERCARD VEHICLE REPAIR 110.62,MASTERCARD FUEL 16.59,MASTERCARD VEHICLE REPAIR 210.68,MASTERCARD TIRES 33.56,MASTERCARD VEHICLE REPAIR 65.86,MASTERCARD SHOP SUPPLIES 516,MASTERCARD VEHICLE REPAIR 583.15,MASTERCARD VEHICLE REPAIR 220.78,MASTERCARD TURF & GROUNDS MAINTENANCE 4881.57,MASTERCARD BUILDING MAINTENANCE 20.68,MASTERCARD BUILDING MAINTENANCE 62.57,MASTERCARD BUILDING MAINTENANCE 876.24,MASTERCARD BUILDING MAINTENANCE 97.98,MASTERCARD TOOLS & SHOP SUPPLIES 449.99,MASTERCARD BUILDING MAINTENANCE 90.72,MASTERCARD TUITION & REGISTRATION 300,MASTERCARD UNIFORMS 67,MASTERCARD INVESTIGATIVE FUNDS 34.59,MASTERCARD UNIFORMS 26.47,MASTERCARD INVESTIGATIVE FUNDS 36.59,MASTERCARD REPAIR AND MAINTENANCE SERVICE 53.99,MASTERCARD PROF. & TECHNICAL SERVICE 1.12,MASTERCARD UNIFORMS 218.56,MASTERCARD INVESTIGATIVE FUNDS 51.99,MASTERCARD VEHICLE REPAIR 182.51,MASTERCARD VEHICLE REPAIR 48.54,MASTERCARD VEHICLE REPAIR 75.78,MASTERCARD VEHICLE REPAIR 245.82,MASTERCARD VEHICLE REPAIR 16.72,MASTERCARD VEHICLE REPAIR 29.07,MASTERCARD VEHICLE REPAIR 51,MASTERCARD VEHICLE REPAIR 67.64,MASTERCARD VEHICLE REPAIR 11.72,MASTERCARD VEHICLE REPAIR 5.39,MASTERCARD VEHICLE REPAIR 55,MASTERCARD VEHICLE REPAIR 468.55,MASTERCARD OPERATION/ MAINTENANCE STREETS 24.99,BLACK HILLS ENERGY GAS 2065.46,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,CASELLE INC PROF AND CONSULTING 25582,FLEX SHARE BENEFITS HRA EMPLOYEE ACCOUNTS 56000,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18751.41,INQUIREHIRE EMPLOYEE SCREENING 32.1,LAWSON PRODUCTS SHOP SUPPLIES 82.5,LOCAL GOVERNMENT LIABILITY POOL INSURANCE/OVERHEAD 41614,MASA EMPLOYEE BENEFIT 228,OFFICE OF STATE LANDS & INVEST DWSRF LOAN #194 - WATER 185000,OFFICE OF STATE LANDS & INVEST CWSFR LOAN #142 - STP 66000,OFFICE OF STATE LANDS & INVEST DWSRF LOAN #180 - WATER 33000,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 4538.5,TWEEDS WHOLESALE CO. SPECIAL PROGRAM 49.2,WALLER TECIA COMMUNITY CENTER MAINTENANCE 4500,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 581.25,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 600,MARGARET E. PUGH SAFE ROUTES TO SCHOOL 14405,LANDER LOBOS ECONOMIC DEVELP PROJECTS 25000,HIGH COUNTRY CONSTRUCTION STORAGE TANK REPLACEMENT 1257482.61,ALSCO LINENS 35.85,ALSCO LINENS 116.42,ALSCO LINENS 144.03,APEX SURVEYING PROJECT COST - ASSISTED LIVING 9167.25,B & T FIRE EXTINGUISHERS SUPPLIES/TOOLS & EQUIP 61,BADGER METER INC METER REPLACEMENT 325.5,BARGREEN/ELLINGSON SUPPLIES 608.5,BOBCAT OF THE BIG HORN BASIN INC VEHICLE REPAIR 35.8,BOBCAT OF THE BIG HORN BASIN INC VEHICLE REPAIR 147.95,BROWN COMPANY VEHICLE REPAIR 331.55,CENTURY LINK TELEPHONE 110.48,CENTURY LINK TELEPHONE 110.48,CENTURY LINK TELEPHONE 163.04,CENTURY LINK TELEPHONE/INTERNET 175.95,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 4553.75,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 347.53,CITY OF RIVERTON UNIFORMS 900,COWBOY SUPPLY HOUSE SUPPLIES 618.72,CPS DISTRIBUTORS INC TURF & GROUNDS MAINTENANCE 89.6,CPS DISTRIBUTORS INC TURF & GROUNDS MAINTENANCE 74.45,CROSSING THE THRESHOLD LLC ECONOMIC DEVELP PROJECTS 3300,DANA KEPNER CO OPERATIONS AND MAINTENANCE 1408,DANDELION FARM LLC ECONOMIC DEVELP PROJECTS 18462,DOWL PROFESSIONAL FEES 5052.91,ECONO SIGNS OPERATION/ MAINTENANCE STREETS 125.83,ELEMENTAL TRAINING CENTER INC

ECONOMIC DEVELP PROJECTS 8595.23,ELLIS CONCRETE INC MISC SMALL STREET REPAIRS 9300,ELLIS CONCRETE INC MISC SMALL STREET REPAIRS 15175,ERDMAN COMPANY PROJECT COST - ASSISTED LIVING 77781,ERDMAN COMPANY PROJECT COST - ASSISTED LIVING 65000,FLEX SHARE BENEFITS FLEX SHARE FEES 250.9,FREMONT CO SOLID WASTE DISPOS COMMUNITY DEVELOPMENT 1000,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 5.8,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 39.4,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 29.8,FREMONT COUNTY PIONEER ASSOCIATION PROGRAM REGISTRATION 2700,FREMONT COUNTY TREASURER PRISONER CARE 2255,FRONT RANGE FIRE APPARATUS LTD VEHICLE REPAIR 315.22,FRONT RANGE FIRE APPARATUS LTD VEHICLE REPAIR 597.66,HACH COMPANY OPERATIONS AND MAINTENANCE 1602,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 4903.75,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 12487.52,HDR ENGINEERING INC MISC SMALL STREET REPAIRS 2270,HDR ENGINEERING INC PROF AND CONSULTING 3695,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 5732.5,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 3911.25,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 12856.2,HUFF SANITATION BLDG GROUNDS MAINTENANCE 125,INQUIREHIRE EMPLOYEE SCREENING 32.1,JACK'S SAW SHOP VEHICLE REPAIR 110.78,JIRDON AGRICHEMICALS CHEMICALS 1447.38,KLEEN PIPE LLC OPERATIONS AND MAINTENANCE 562.5,L N CURTIS & SONS UNIFORMS 390.7,L N CURTIS & SONS UNIFORMS 977.98,L N CURTIS & SONS UNIFORMS 723.76,L N CURTIS & SONS UNIFORMS 377,LANDER ONE SHOT CLUB DUES 140,LANDER RECYCLE LLC TRASH COLLECTION 240,LANDER VALLEY AUTO PARTS VEHICLE REPAIR 57.4,LANDER VALLEY AUTO PARTS VEHICLE REPAIR 78.39,LAWSON PRODUCTS OPERATIONS AND MAINTENANCE 199.51,LAWSON PRODUCTS SHOP SUPPLIES 943.65,MASA EMPLOYEE BENEFIT 228,MAVEN ECONOMIC DEVELP PROJECTS 50000,MIDLAND IMPLEMENT CO VEHICLE REPAIR 145.2,MOTOROLA SOLUTIONS INC NEW ASSETS 7837.82,"MULLINS, STUART" PROGRAM REGISTRATION 1435,NORCO INC SHOP SUPPLIES 100.75,NORTHERN TRUCK EQUIPMENT CORP VEHICLE REPAIR 6568.95,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 74.25,ONE STOP CARWASH VEHICLE REPAIR 15.3,PATRICK CONSTRUCTION INC NEW ASSETS 57939,PATRICK CONSTRUCTION INC REPAIR & MAINATENANCE 41462.5,PERFECT POWER INC REPAIRS 2405.12,PERFECT POWER INC REPAIRS 1994.68,PHOENIX ENERGY CORP LIGHTS AND ELECTRICAL 3894.38,RDO EQUIPMENT CO NEW ASSET 43634.09,RDO EQUIPMENT CO VEHICLE REPAIR 52.59,REWORX PROF. & TECHNICAL SERVICE 8100,RIVER OAKS COMMUNICATIONS CORP PROF. & TECHNICAL SERVICE 1425,RIVERTON TIRE & OIL CO TIRES 40,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 119.03,ROCKY MOUNTAIN PRE-MIX WW-OPERATIONS & MAINTENANCE 503.16,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 68.18,ROCKY MOUNTAIN PRE-MIX WW-OPERATIONS & MAINTENANCE 1215.3,ROCKY MOUNTAIN PRE-MIX WW-OPERATIONS & MAINTENANCE 1130,SHERMAN & HOWARD LLC OUTSIDE SERVICES 9483.87,STOTZ EQUIPMENT VEHICLE REPAIR 18.85,STRIKE CONSULTING GROUP PROF AND CONSULTING 688.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 761.25,STRIKE CONSULTING GROUP FLOOD DAMAGE REPAIR - FEMA 1812.5,STRIKE CONSULTING GROUP PROF AND CONSULTING 2356.25,STRIKE CONSULTING GROUP PROF AND CONSULTING 2087.5,TAYLOR DITCH CO. IRRIGATION SYSTEM REPAIR 134,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 4687,TEAM LABORATORY CHEM LLC STREET REPAIRS 2205,TEGELER AND ASSOCIATES INSURANCE DEDUCTIBLE 773.81,THATCHER COMPANY CHEMICAL FEED SUPPLIES 10186,THATCHER COMPANY CHEMICAL FEED SUPPLIES 10741.92,THATCHER COMPANY CHEMICAL FEED SUPPLIES 8609.4,"THE LANDER, LLC" ECONOMIC DEVELP PROJECTS 20421.32,TONI DECKLEVER INC SAFETY EQUIP & SUPPLIES 240,TONI DECKLEVER INC SUPPLIES 440,TWEEDS WHOLESALE CO. BUILDING MAINTENANCE 1459.26,USA BLUE BOOK WW LAB/TESTING 28.2,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 522.9,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 2188.44,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 1545,WAMCO LAB INC. WW LAB/TESTING 2300,WESTERN LAW ASSOCIATES PROFESSIONALS 2692.34,WHITING LAW PC GENERAL ATTORNEY 350,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 14515.6,WWC ENGINEERING PROJECT COST - WELLS AT WTP 114.7,WYDOT - FINANCIAL SERVICES FUEL 7248.18,WYOMING SIGNS LLC NEW ASSETS 6451.89,WYOMING SIGNS LLC NEW ASSETS 1020.77, PARTTIME WAGES: CEMETERY 4369.00, MUNIICPAL COURT 1314, PARS 14649.94, POLICE 1518, WEED & PEST 4760.55, AFALC 357.95, CHILD SUPPORT 1142.50, COLONIAL LIFE 232.55, PAYROLL TAXES 84039.07, DEF COMP 7085, FLEXSHARE 866.67, NCPERS 128, TRUSTMARK 394.65, WEBT 88293.68, WORKERS COMP 17101.83, WRS 55670.43.

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

7. NEW BUSINESS (ACTION ITEMS)

- A. Appoint Anne Ruble, Brian Russell, Don Reynolds, Erin Harvey, Sara Felix, Pete Springer, and Dave Morneau to the Lander Tree Board.

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

- B. Approve donation of malt beverages and alcohol to the International Climber's Festival pursuant to W.S. 12-5-402(a) and as Class A industry representatives

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

- C. Consideration and authorization of a Notice of Bid Award #E0524 for a Combination Sewer Cleaner Unit to low bidder Joe Johnson Equipment in the amount of \$503,846.00.

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

Councilmember J Hahn inquired about the funding, as this was part of the 45-million-dollar loan plan, and it will be provided for by grants now. Treasurer Lara explained that frees more money in the 45 million loan package for overages or projects.
- D. Consideration and authorization of a Notice of Bid Award #E0624 for the Lincoln Street Improvement Project to low bidder High Country Construction in the amount of \$7,296,256.80.

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

Councilmember D Hahn commented that the budget for this project was 5.3 million. Staff answered that was what the engineer projected. The City will go back to SLIB and hopefully obtain more funding as our project is shovel-ready with a signed contract.
- E. Approve and authorize the Mayor to sign the Juvenile Justice Services of Fremont County Agreement for the 2024 2025 FY in the amount of \$35,000.00.

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

Council President Cox requested the funds not be released until the contract is signed by the County.
- F. Approve and authorize payment for the Temporary Construction Easement dated June 4, 2024, and Sidewalk Easement dated June 4, 2024, between Eugene E. Pugh, Jr. and Margaret E. Pugh and the City of Lander in the amount of \$14,405.00.

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

Councilmember J Hahn is glad this issue is resolved. He feels the terminology in the communications with the homeowners is being abused.

8. ADJOURNMENT

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

Being no further business to come before the Council, the meeting was adjourned at 7:09 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, July 23, 2024 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn (via Zoom), Julia Stuble, Melinda Cox, and Mayor Monte Richardson. COUNCILMEMBERS ABSENT: Missy White. STAFF PRESENT: Public Works Director Lance Hopkin, Assistant Mayor Rajeane Strube Fossen, City Clerk Rachelle Fontaine.

1. NEW BUSINESS (NON-ACTION ITEMS)

- A. Public Works Director / City Engineer Lance Hopkin's Council Presentation "What is Happening with Infrastructure in 2024 -2025".
- Public Works Director / City Engineer Lance Hopkin provided the Council with an update on infrastructure projects planned for 2024 and 2025. The 4 MG Tank and Pumping Station Project will replace three failing tanks and one pumping station. It will cost roughly 9.5 million dollars and be funded primarily by grants. The Wells and Transmission Pipeline is projected to cost four million dollars and is in the bidding phase. The City is attempting to secure a 67% Water Development grant to help pay the cost of the project. This project will be awarded in 2024 with construction in 2025. Phase 1 of the Sidewalk Improvement Project will improve accessibility and safety near Gannett Peak Elementary. The Lincoln Street Improvements Project will replace the failing infrastructure on Lincoln Street, including the water, sewer, and storm systems as well as ADA compliance and pavement. Although the estimated cost of the project was five million dollars the low bid was 7.2 million dollars. The City will investigate additional ARPA funds to close the funding gap. This will be a 2024 bid award with 2025 construction. The City Master Plan Update is also occurring, and Ayers is gathering community input. There is an additional 44 million dollars in State Land and Investments Board Loans with forgiveness available, that is intended for use on projects on Buena Vista Street, Cascade and South 6th Street, Sewer Lagoon Improvements, Fremont Street Sewer, 5th Street, Baldwin Creek, McFarlane Drive, First Street, and the Dillon Vista Subdivision.

2. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 6:58 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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City of Lander Grant Pre-Application

PRE-APPLICATION

City Department	Community Development
Grant Program	Quality of Life Improvements
Funding Agency	LOR Foundation
CDFA # or State ID	WY
Program/Project Name &/or Code	New Water Refill Stations in City Park
Department Head/Project Manager	Anne Even
Purpose of Grant	Replace one indoor fountain and three exterior fountains at City Park to include a water bottle filler, jug filler, and pet fountain.
Strategic Objective Met	Quality of Life: Park Fundraising and Development
Requested Amount	\$29,594
Match amount	\$0
Total Amount	\$29,594
Is the project in the budget?	☐ Yes ☒ No
Are on-going expenses budgeted?	☐ xYes ☐ No (ongoing maintenance)
Application Deadline	Date: 6/30/24
Council Authorization required?	☐ Yes ☒ No Reason:
Schedule for Council Agenda on	Date: 7/23/24 or 8/13/24 ☐
Legal Requirements	No. of Ads Days between ads Public Hearing NONE Days in advance of Public Hearing
<u>7/15/24 - Anne Even</u> Date: Submitted by <u>7/15/24 - Anne Even</u> Date: Authorization of Department Head/Project Manager _____ Date: City Authorization	



City of Lander Grant Pre-Application

PRE-APPLICATION

City Department	Community Development		
Grant Program	Wyoming Energy Authority - Local Government Retrofit Grants		
Funding Agency	Wyoming Energy Authority		
CDFA # or State ID	WYLITE		
Program/Project Name &/or Code	Public Works Building - Windows and Insulation		
Department Head/Project Manager	Anne Even		
Purpose of Grant	To conduct an energy audit to see if it is worthwhile to add insulation to the Public Works building or replace the existing windows. If the audit shows that these improvements would be justified, it can open a pathway for funding from WEA to make retrofits.		
Strategic Objective Met	Efficiency: Energy Efficiency Plan for All Buildings		
Requested Amount	\$35,000		
Match amount	10% of Project, \$3500		
Total Amount	38,500		
Is the project in the budget?	☒ Yes ☐ No		
Are on-going expenses budgeted?	☐ Yes ☒ No		
Application Deadline	Date: 5/31/24		
Council Authorization required?	Yes ☐ No ☒ Reason: ☐		
Schedule for Council Agenda on	Date: 7/23/24 or 8/13/24		
Legal Requirements	No. of Ads	Days between ads	Public Hearing (NONE)
Days in advance of Public Hearing			
7/15/24 - Anne Even			
Date: Submitted by			
7/15/24 - Anne Even			
Date: Authorization of Department Head/Project Manager			
Date: City Authorization			

RESOLUTION 1323, Amended August 13, 2024

**A RESOLUTION SETTING RULES FOR
JAYCEE, DILLON, GOODRICH AND CENTENNIAL PARKS
IN ACCORDANCE WITH CITY ORDINANCE 2023-3**

WHEREAS, Ordinance 2023-3 was approved by the Governing Body on October 10, 2023, and

WHEREAS, Ordinance 2023-3 states that 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;

WHEREAS, It is the desire of the Governing Body to set forth rules for Jaycee Park that mimic the rules of Dillon, Goodrich and Centennial Parks;

WHEREAS, This amendment supersedes Resolution 1323 adopted by the Governing Body on March 12, 2024.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Park Rules for Jaycee, Dillon, Goodrich and Centennial Parks located within the City limits will be as follows:

A. General Park Rules

1. Hours of Operation: All parks are open from 6 am to 11 pm and all persons shall leave the park facility no later than 11 pm other than as excepted below:
 - a. While city-recognized organized activities are occurring, e.g. softball games, concerts, etc., the park shall remain open until the organized activity has finished.
2. Reservation of recreational facilities: Individual facilities and amenities within City Parks may be reserved for exclusive use for a fee as established in the City of Lander Fee Schedule as adopted by resolution. The City reserves the right to require event liability insurance and post set-up and clean-up rules for the reservation.
3. Alcohol Use: Alcohol consumption is permitted in City Parks under the following conditions:
 - a. Use of alcohol in glass containers is prohibited.
 - b. Personal alcohol use is permitted during operating hours with no open container permit required.
 - c. Sale of alcohol is prohibited without obtaining a malt beverage or catering permit from the City of Lander.
4. Animal Control and pets:
 - a. Pets need to be under the control of their handler and animal waste must be cleaned up and deposited in a garbage receptacle.
 - b. All animals other than dogs and cats are prohibited without permission from the Parks and Recreation Department.
5. Motorized Vehicles:
 - a. No motor vehicles are allowed or permitted off designated improved roadways.
 - b. Electric bicycles, scooters, and moped operators will adhere to all regulations governing motor vehicles.
 - c. Parking is permitted only in designated areas.
6. Prohibited activities:
 - a. No overnight camping.
 - b. Discharging of any firearms, or carrying, possessing, or discharging any

- firecrackers, rockets, torpedoes, or other fireworks, slingshots, or boomerangs within any facility or park.
- c. Fires: no fires other than those built-in grills and braziers provided for that purpose.
 - d. No sale or bartering of goods/services, food and or beverages without prior approval.

BE IT FURTHER RESOLVED THAT the City Park Administration reserves the right to make additional minor rules for the health and safety and well-being of all users.

PASSED, APPROVED AND ADOPTED the 13th day of August 2024.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on August 13, 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 1338

**A RESOLUTION SETTING RULES FOR
POPO AGIE RIVER PARK
IN ACCORDANCE WITH CITY ORDINANCE 2023-3**

WHEREAS, Ordinance 2023-3 was approved by the Governing Body on October 10, 2023, and

WHEREAS, Ordinance 2023-3 states that 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;

WHEREAS, It is the desire of the Governing Body to set forth rules for Popo Agie River Park that may be readily updated as the park is developed and as new uses of the park evolve;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Park Rules for Popo Agie River Park located within the City limits will be as follows:

A. General Park Rules

1. Hours of Operation: All parks are open from 6 am to 11 pm and all persons shall leave the park facility no later than 11 pm other than as excepted below:
 - a. While city-recognized organized activities are occurring, e.g. softball games, concerts, etc., the park shall remain open until the organized activity has finished.
2. Reservation of recreational facilities: Individual facilities and amenities within City Parks may be reserved for exclusive use for a fee as established in the City of Lander Fee Schedule as adopted by resolution. The City reserves the right to require event liability insurance and post set-up and clean-up rules for the reservation.
3. Alcohol Use: Alcohol consumption is permitted in City Parks under the following conditions:
 - a. Use of alcohol in glass containers is prohibited.
 - b. Personal alcohol use is permitted during operating hours with no open container permit required.
 - c. Sale of alcohol is prohibited without obtaining a malt beverage or catering permit from the City of Lander.
4. Animal Control and pets:
 - a. Pets need to be under the control of their handler and animal waste must be cleaned up and deposited in a garbage receptacle.
 - b. All animals other than dogs and cats are prohibited without permission from the Parks and Recreation Department.
5. Motorized Vehicles:
 - a. No motor vehicles are allowed or permitted off designated improved roadways.
 - b. Electric bicycles, scooters, and moped operators will adhere to all regulations governing motor vehicles.
 - c. Parking is permitted only in designated areas.
6. Prohibited activities:
 - a. No overnight camping.
 - b. Discharging of any firearms, or carrying, possessing, or discharging any firecrackers, rockets, torpedoes, or other fireworks, slingshots, or boomerangs within any facility or park.
 - c. Fires: no fires other than those built-in grills and braziers provided for that purpose.

d. No sale or bartering of goods/services, food and or beverages without prior approval.

BE IT FURTHER RESOLVED THAT the City Park Administration reserves the right to make additional minor rules for the health and safety and well-being of all users.

PASSED, APPROVED AND ADOPTED the 13th day of August 2024.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on August 13, 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 1339

CREATING A LANDER SEMI-QUINCENTENNIAL COMMITTEE

WHEREAS, the City of Lander values volunteer-led initiatives, committees, and celebrations that aid in preserving our way of life in the future; and

WHEREAS, the State of Wyoming created a Wyoming Semi-quincentennial Task Force to plan and provide grants for initiatives recognizing the two-hundred-fiftieth anniversary of the Declaration of Independence; and

WHEREAS, the Lander City Council supports the creation of a Semi - quincentennial committee to recognize the two hundred-fiftieth anniversary of the Declaration of Independence; and

NOW, THEREFORE, BE IT RESOLVED a Semi-quincentennial event committee is hereby created and the Mayor and City Council shall designate a Chairman and five (5) committeepersons, other than city officials to serve as a Semi quincentennial committee.

BE IT FURTHER RESOLVED that this committee shall meet regularly in 2025 to plan for the Semi-quincentennial celebration in July of 2026; and

BE IT FURTHER RESOLVED that the City of Lander shall promulgate guidelines and rules for the Semi-quincentennial event committee operations and may consider providing funding to match any grant opportunities.

PASSED, APPROVED AND ADOPTED THE ____ day of August 2024.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on August _____ 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

RETAINER AGREEMENT

THIS RETAINER AGREEMENT, hereinafter “Agreement”, is made and entered into this _____ day of _____, 2024, by and between the City of Lander, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, and James Whiting, Whiting Law, PC, 277 Main Street, #3, Lander, Wyoming 82520.

WITNESSETH

WHEREAS, the City of Lander is desirous of retaining James Whiting as Public Defender for the City of Lander for cases in the Lander Municipal Court upon the terms and conditions contained herein, and

WHEREAS, James Whiting is desirous of contracting with the City of Lander to provide various legal services as public defender for the City of Lander through the municipal court upon the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein, and other good and valuable consideration, the City of Lander and James Whiting agree as follows:

1. James Whiting is appointed as public Defender for the City of Lander by Mayor Richardson with the consent of the Lander City Council. This Agreement is effective as of the 1st day of August, 2024, and will remain in full force and effect, unless sooner terminated as herein provided, for a term coinciding with the term of Mayor Monte Richardson.
2. James Whiting shall supply ordinary legal duties and services as the public defender for the City of Lander for cases in and from the Lander Municipal Court when required. The duties and services to be performed by the public defender shall be as follows:
 - a. The public defender shall represent and defend all cases assigned to the Public Defender by the Municipal Judge except in conflict of interest cases;
 - b. Attend all trials and when necessary attend all arraignments except in conflict of interest cases;
 - c. Prepare briefs and other memorandums when necessary in a particular case;
 - d. Appear at all hearings in municipal court for all cases assigned to the public defender;
 - e. Perform all legal research connected with the duties of a public defender;
 - f. Perform any and all duties required or necessary to fulfill the obligation of the public defender for cases in Lander Municipal Court;
3. Compensation. The City of Lander agrees to pay James Whiting for his duties as public defender the sum of One Hundred and Senty-Five Dollars (\$175.00) per hour. The public defender shall submit his hourly time by the end of each month and shall be paid for said services when approved by the City Council. In addition, out-of-pocket expenses such as phone calls, copies, etc., will be reimbursed by the City of Lander.
4. This Agreement may be terminated as follows:
 - a. By James Whiting giving thirty (30) days written notice to the City of Lander; or

- b. By the City of Lander by complying with all applicable city codes, ordinances and state statutes governing the dismissal of appointed officials.
- 5. James Whiting shall perform services and duties under this Agreement as an independent contractor and not as an employee, agent, partner or a joint venture with the City of Lander and nothing herein shall be construed to be inconsistent with this relationship or status. James Whiting is not entitled to any benefits provided by the City of Lander to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers’ compensation, or unemployment insurance. The contractor, James Whiting, shall pay all of his own taxes on compensation paid to James Whiting pursuant to this Agreement.
- 6. This Agreement may be amended from time to time on terms mutually agreed to by both parties.

DATED this ____ day of _____, 2024.

CITY OF LANDER:

BY: _____
Monte Richardson

ATTEST:

Rachelle Fontaine, City Clerk

ATTORNEY:

James Whiting

RETAINER AGREEMENT

THIS RETAINER AGREEMENT, hereinafter “Agreement”, is made and entered into this _____ day of _____, 2024, by and between the City of Lander, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, and Rick L. Sollars, Western Law Associates, P.C., 277 Lincoln Street, Lander, Wyoming 82520.

WITNESSETH

WHEREAS, the City of Lander is desirous of retaining Rick L. Sollars as the prosecutor for the City of Lander for cases in the Lander Municipal Court upon the terms and conditions contained herein, and

WHEREAS, Rick Sollars is desirous of contracting with the City of Lander to provide various legal services as the prosecutor for the City of Lander through the municipal court upon the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein, and other good and valuable consideration, the City of Lander and Rick L. Sollars agree as follows:

1. Rick L. Sollars is appointed as the prosecutor for the City of Lander by Mayor Richardson with the consent of the Lander City Council. This Agreement is effective as of the 1st day of August, 2024, and will remain in full force and effect, unless sooner terminated as herein provided, for a term coinciding with the term of Mayor Monte Richardson.
2. Rick L. Sollars shall supply ordinary legal duties and services as the prosecutor for the City of Lander for cases in and from the Lander Municipal Court when required. The duties and services to be performed by the prosecutor shall be as follows:
 - a. The Prosecutor shall prosecute any and all criminal matters or cases on behalf of the City in the Municipal Court, except those cases where a conflict of interest may exist;
 - b. Attend all trials and when necessary attend all arraignments except in conflict of interest cases;
 - c. Prepare briefs and other memorandums when necessary in a particular case;
 - d. Appear at all hearings in municipal court for all cases assigned to the prosecutor;
 - e. Perform all legal research connected with the duties of a prosecutor;
 - f. Perform any and all duties required or necessary to fulfill the obligation of the prosecutor for cases in Lander Municipal Court;
3. Compensation. The City of Lander agrees to pay Rick L. Sollars for his duties as prosecutor the sum of One Hundred and Seventy-Five Dollars (\$175.00) per hour. The prosecutor shall submit his hourly time by the end of each month and shall be paid for said services when approved by the City Council. In addition, out-of-pocket expenses such as phone calls, copies, etc., will be reimbursed by the City of Lander.
4. This Agreement may be terminated as follows:
 - a. By Rick L. Sollars giving thirty (30) days written notice to the City of Lander; or

- b. By the City of Lander by complying with all applicable city codes, ordinances and state statutes governing the dismissal of appointed officials.
- 5. Rick L. Sollars shall perform services and duties under this Agreement as an independent contractor and not as an employee, agent, partner or a joint venture with the City of Lander and nothing herein shall be construed to be inconsistent with this relationship or status. Rick L. Sollars is not entitled to any benefits provided by the City of Lander to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers’ compensation, or unemployment insurance. The contractor, Rick L. Sollars, shall pay all of his own taxes on compensation paid to Rick L. Sollars pursuant to this Agreement.
- 6. This Agreement may be amended from time to time on terms mutually agreed to by both parties.

DATED this ____ day of _____, 2024.

CITY OF LANDER:

BY: _____
Monte Richardson

ATTEST:

Rachelle Fontaine, City Clerk

ATTORNEY:

Rick L. Sollars

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between CITY OF LANDER, hereinafter called "OWNER", and High Country Construction, doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the construction of LINCOLN STREET IMPROVEMENT PROJECT.
2. The CONTRACTOR will furnish specified material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein;
3. The CONTRACTOR hereby agrees to substantially complete the project by October 31st, 2025 and fully complete the project by December 31st, 2025 according to the schedule identified in the NOTICE TO PROCEED.
CONTRACTOR further agrees to pay as liquidated damages, the sum of \$1,500 for each calendar day thereafter;
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the various unit prices as shown on the Bid Form. The total contract amount as shown on the Bid Form is \$7,296,256.80.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) NOTICE AND CALL FOR BIDS
 - (B) PRE-BID AND PRE-CONSTRUCTION AGENDAS AND MINUTES
 - (C) BID FORM

- (D) BID BOND
- (E) AGREEMENT
- (F) PAYMENT BOND
- (G) PERFORMANCE BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) PROJECT MANUAL prepared by William H. Smith dated

_____.

- (L) ADDENDUM ____

All Addenda have been applied to the conformed Project Manual.

- (M) CERTIFICATE OF SUBSTANTIAL COMPLETION
- (N) PUNCH LIST
- (O) CERTIFICATE OF FINAL ACCEPTANCE

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Project Manual such amounts as required by the CONTRACT DOCUMENTS;
7. By execution of this Agreement, it is understood and agreed to between the parties that nothing contained herein, nor execution of this Agreement, constitutes a waiver by the City of Lander of its sovereign immunity under Wyoming law.
8. If either party hereto shall bring any legal action against the other to enforce any right or obligation based upon this Contract, the successful party in such legal

action shall be entitled to recover a judgment therein for, and the unsuccessful party shall be obligated to pay, all of the cost and expenses of any kind and nature whatsoever incident to the prosecution of defense of such legal action and the preparation thereof, including a reasonable attorney fee;

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns;

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three) copies, each of which shall be deemed an original on the date first above written.

OWNER:

By: _____
Name: Monte Richarson
Title: Mayor, City of Lander

(Seal)

ATTEST:

Name: _____
(Please Type)
Title: City Clerk

CONTRACTOR:

By: [Signature]
Name: Kelly P. Connell
(Please Type)
Address: PO Box 930
Lander, WY 82520

(Seal)

ATTEST:

[Signature]
Name: Rachelle D Newman, Corp Sec.
(Please Type)



HIGHCOU-81

Section 9, Item G.

CERTIFICATE OF LIABILITY INSURANCE

7/23/2024

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 License # 6024 HUB International Mountain States Limited 1620 E Pershing Blvd, Suite 100 Cheyenne, WY 82001		CONTACT NAME: PHONE (A/C, No, Ext): (307) 632-6420 FAX (A/C, No): (307) 632-6447 E-MAIL ADDRESS:		
INSURED High Country Construction Inc P.O Box 930 Lander, WY 82520		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nationwide Affinity Insurance Company of America		26093
		INSURER B : Harleysville Insurance Company		23582
		INSURER C : Colony Insurance Company		39993
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ACP 3087525538	3/31/2024	3/31/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							WY STOP GAP EMP	\$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ACP 3087525538	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ACP 3087525538	3/31/2024	3/31/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Equipment Floater			CI 2C 76 82	3/31/2024	3/31/2025	Max Item	800,000
C	Pollution Liability			CSP305375	6/18/2023	6/18/2024	Each Claim & Aggr.	3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Lander
240 Lincoln
Lander, WY 82520

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



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<https://dws.wyo.gov>



Section 9, Item G.

Elizabeth Gagen, J.D
Director

Recipient:

Employer:

CITY OF LANDER
Attn:
240 MONROE AVE
LANDER, WY 82520

HIGH COUNTRY CONSTRUCTION INC
PO BOX 930
LANDER, WY
82520-0930

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 7/26/2024

EXPIRATION DATE: 7/26/2025

Job Reference:

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation

CITY OF LANDER

LINCOLN STREET IMPROVEMENT PROJECT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor: High Country Construction, Inc.

Address of Contractor: P.O. Box 930, Lander, WY 82520

A Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety: Travelers Casualty and Surety Company of America

Address of Surety: One Tower Square, Hartford, CT 06183
hereinafter called Surety, are held and firmly bound unto

Name of Owner City of Lander, Wyoming

Address of Owner City of Lander 816 240 Lincoln Street, Lander, WY 82520
hereinafter called OWNER, in the penal sum of Seven Million Two Hundred Ninety Six Thousand Two Hundred Fifty Six
Dollars and 80/100 Dollars (\$ 7,296,256.80) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered
into a certain contract with the Owner, dated the 3rd day of July 2024, a
copy of which is hereto attached and made a part hereof for the construction of the
2024 LINCOLN STREET IMPROVEMENT PROJECT.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of said contract during
the original term thereof, and any extensions thereof which may be granted by the
OWNER, with or without notice to the surety and during the one year guaranty period,
and if he shall satisfy all claims and demands incurred under such contract, and shall
fully indemnify and save harmless the owner from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay
and expense which the OWNER may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the
contract or to WORK to be performed thereunder of the SPECIFICATIONS
accompanying the same shall in any way affect its obligation on this BOND, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the

CITY OF LANDER

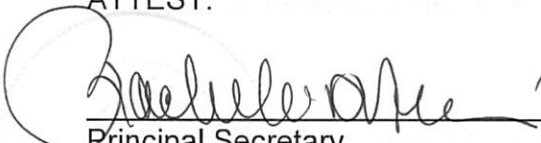
LINCOLN STREET IMPROVEMENT PROJECT

terms of the contract or to the WORK or to the SPECIFICATIONS.

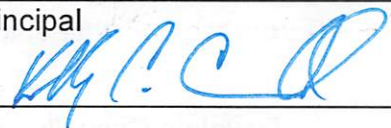
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one which shall be deemed an original, this the 24th day of July 2024.

ATTEST:


Principal Secretary

(SEAL)

High Country Construction, Inc.
Principal
By  (s)
P.O. Box 930, Lander, WY 82520
Address


Witness as to Principal

P.O. Box 930, Lander, WY 82520
Address

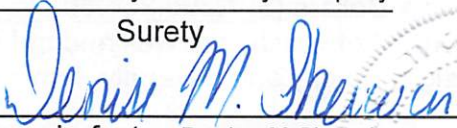
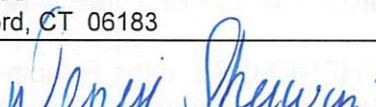
ATTEST:


(Surety) Secretary Pat Allen

(SEAL)


Witness as to Surety Janece L Wilhelm

One Tower Square, Hartford, CT 06183
Address

Travelers Casualty and Surety Company of America
Surety
By 
Attorney-in-fact Denise M Sherwin
One Tower Square
Address
Hartford, CT 06183

Wyoming Licensed Agent

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

CITY OF LANDER

LINCOLN STREET IMPROVEMENT PROJECT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor High Country Construction, Inc.

Address of Contractor P.O. Box 930, Lander, WY 82520

hereinafter called Principal, and (Name and Address of Surety)_____

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

hereinafter called Surety, are held and firmly bound unto_____

City of Lander

Name of Owner City of Lander, Wyoming

Address of Owner 240 Lincoln Street, Lander, Wyoming, 82520

hereinafter called OWNER, in the penal sum of Seven Million Two Hundred Ninety Six Thousand Two Hundred Fifty Six Dollars and 80/100 Dollars, (\$ 7,296,256.80) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into certain contract with the OWNER, dated the 3rd day of July, 2024, a copy of which is hereto attached and made a part hereof for the construction of: **LINCOLN STREET IMPROVEMENT PROJECT.**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the

CITY OF LANDER

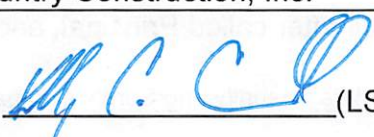
LINCOLN STREET IMPROVEMENT PROJECT

CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this, the 24th day of July, 2024.

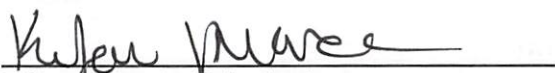
ATTEST:


Secretary (Principal)

High Country Construction, Inc.
Principal
By  (LS)

(SEAL)

P.O. Box 930, Lander, WY 82520
Address

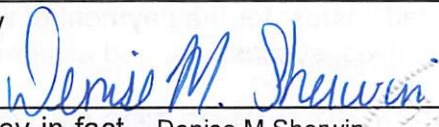

Witness as to Principal

P.O. Box 930, Lander, WY 82520
Address

Travelers Casualty and Surety Company of America
Surety

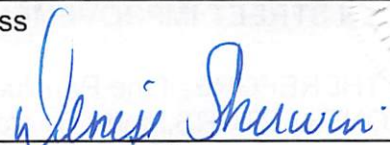
ATTEST:


Witness as to Surety Janece L Wilhelm

By 
Attorney-in-fact Denise M Sherwin

One Tower Square, Hartford, CT 06183
Address

One Tower Square, Hartford, CT 06183
Address


Wyoming Licensed Agent

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.



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

POWER OF ATTORNEY

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

Surety Bond No.: 108018536

OR

Project Description: Lincoln Street Improvement Project

Principal: High Country Construction, Inc.

Obligee: City of Lander, Wyoming

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



State of Connecticut

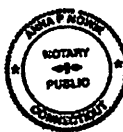
By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

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

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

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

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

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

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

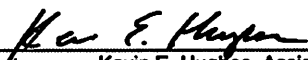
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this 24th day of July, 2024.




 Kevin E. Hughes, Assistant Secretary

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

TOWNSHIP 33 NORTH

EAST AMORETTI ADDITION
LOT 1A AND LOT 2A,
BLOCK 56 REPLAT

EUGENE ST

Section 7
Section 18

WASHBURN ST
AMORETTI ST
LINCOLN ST

6TH ST

287

CITY OF LANDER STREET
INTERSECTION POINT

Christopher McDonald, 575 North 4th Street, Lander, WY 82520 described as: (Lots 1 and 2, Block 56, East Amoretti Addition to the City of Lander, Fremont County, Wyoming), per record in Document QCD 2023-1452446.

- 1.) This plat restructures Lots 1 and 2 of Block 56, Amoretti's Addition of the City of Lander, by changing the current lots from a division line running north-south to an east-west line.
- 2.) Per zone requirements for Zone R-3: The front setback is 20 feet, the Side setback is 10 feet, the rear setback is 20 feet, and the Corner Lot setback is 23 feet, as shown on this plat.
- 3.) Re-Platted into Two Lots - 15,000 square feet (0.344 Acres)
Zoned: R-3

This plat approved by the City of Lander Planning Commission on this _____ day of _____, 2024.

Chairman

This plat approved by the City of Lander Engineer on this _____ day of _____, 2024.

City Engineer

This plat approved by the City Council of Lander on this _____ day of _____, 2024

Mayor

City Clerk

This plat approved of East Amoretti's Addition, Block 56, Lots 1 and 2
Replat. City of Lander, is filed in the office of Clerk and Recorder of
Fremont County at _____ o'clock _____ M., on the _____ day of _____ 2024
and is recorded in Plat Cabinet _____, Page _____ Document No. _____

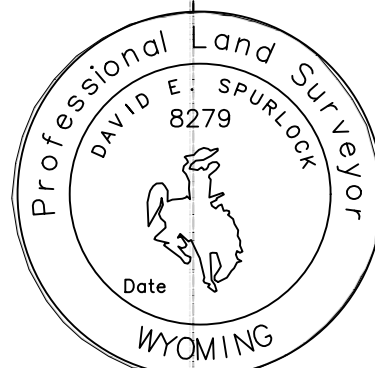
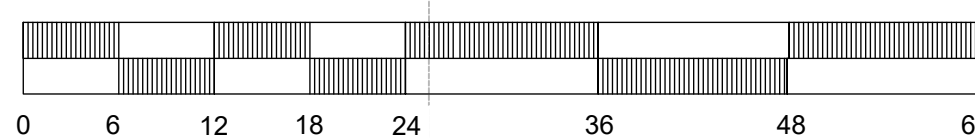
Clerk & Recorder

Deputy

STATE OF WYOMING)
COUNTY OF FREMONT) SS.

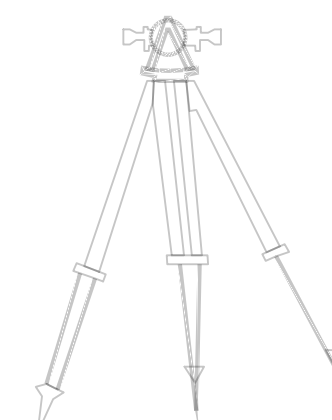
I, David Spurlock, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete replat of Amoretti Subdivision as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with City of Lander regulations governing the subdivision of land.

In witness, whereof, I have set my hand and seal this _____ day of _____, 2024

 $1^{\text{m}} = 12'$ 

⑧ SET 1" ALUMINUM CAP

▲ CITY OF LANDER STREET INTERSECTION POINT
----- ADJOINING PROPERTY LINE



Contract #: 241542**Entry Date:** 6/26/2024 11:51:07 AM**Department:** Wyoming Office of State Lands & Investments**Agency Contact:** Pounds, Kaitamaria**Phone:** 307-777-7453**Other Agency Contact:** 307-777-7331WYOMING ATTORNEY
GENERAL'S OFFICE

AUG 05 2024

Madison Barber
APPROVED AS TO FORM**Client Comments:****Contractor/Vendor Name:** City of Lander**Contract Title:** Mineral Royalty Grant 23007**Contract Type:** Grant Agreement - State**Contract Amount:** 400000.0000**Contract Effective Date:****Contract Expiration Date:** 6/20/2029 12:00:00 AM**Status:** Attorney Review Complete**RETURN VIA:** Ink Signature - Pick-up**Assigned Attorney:** Madison Barber

GRANT MRG-23007

**MINERAL ROYALTY GRANT AGREEMENT BETWEEN
STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS
AND
CITY OF LANDER**

1. **Parties.** The parties to this Grant Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Lander (Grantee), whose address is: 240 Lincoln St, Lander, WY 82520.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI shall provide grant funds approved by the State Loan and Investment Board (SLIB) to the Grantee under Chapter 3, Federal Mineral Royalty Capital Construction Account Grants (Rules), to be used for the Replacement Vac Truck (PROJECT).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the completion or termination of the PROJECT and disbursement, consistent with Chapter 3 § 9(c) of the State Loan and Investments Board's Rules. All services shall be completed during this term.
4. **Payment.**
 - A. OSLI agrees to pay the Grantee for the PROJECT described herein. Total payment under this Agreement shall not exceed four hundred thousand dollars (\$400,000). Payment shall be made in accordance with Attachment A, Special Conditions, which is attached to and incorporated into this Agreement by this reference, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of OSLI.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees:

- A. Grantee shall comply with the special conditions set forth in Attachment A.
- B. The granted funds shall be spent only for the described purpose or project in the submitted application, which is attached to and incorporated into this Agreement as Attachment B, Application. The granted funds shall not be spent for any other purpose or project.
- C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.
- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this Agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide OS LI, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. OS LI, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, if receiving funding from the Mineral Royalty Grant Program.

6. Responsibilities of OS LI. OS LI agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 3 rules, under this Agreement and other state law, and provided further that the Grantee is in compliance with this Agreement, SLIB rules, and all other state and federal laws.

7. Special Provisions.

- A. To request reimbursement for eligible expenditures, the Grantee must complete and submit Grant Draft Request (GDR) form, incorporated herein by this reference, (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of engineering. All GDR forms shall be signed by the Grantee's authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the GDR form are authorized to sign

on behalf of the Grantee. The Grantee shall ensure that grant funds are spent in accordance with this agreement, and state and federal law.

- B.** Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is forty percent (40%).
- C.** According to Chapter 3, Section 5(d)(iii) of the Rules, the maximum amount reimbursable for engineering costs is limited to twenty percent (20%) of the grant amount approved, if applicable eighty thousand dollars (\$80,000.00).
- D.** If the SLIB provides additional funding for this project, OSLI will recalculate the disbursement percentage and will make disbursements based upon that percentage. OSLI will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E.** The Grantee shall keep OSLI staff informed on all aspects of the project and shall direct the Grantee's engineer to submit or make available for inspection, such reports, designs, or plans on the progress of the work and on the results of tests of materials and workmanship requested by OSLI staff.
- F.** Except in the case of vehicle purchases, the Grantee shall submit to OSLI the following materials prior to issuing an advertisement for bids:
 - (i)** An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded;
 - (ii)** Engineer's cost estimate and proposed construction budget for the PROJECT;
 - (iii)** Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
 - (iv)** The Grantee's proposed advertisement for bids from the Grantee's engineer, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.
- G.** Upon receipt of the plans, specifications, title opinion, and permits required by Section 7(F), above, OSLI shall review the documents and notify the Grantee of

any deficiencies. If OSLI determines that the Project as proposed may reasonably be expected to be constructed with the funds available, OSLI shall notify the Grantee in writing. Upon receipt of OSLI's notice to proceed, the Grantee may initiate the bidding process. If the Grantee initiates the bidding process without prior written notification by the OSLI, the Grantee shall bear all costs resulting from said action.

- H. The Grantee shall keep OSLI staff informed on a contractor's plan for use of a Retainage Account pursuant to Wyo. Stats. §§ 16-6-702, -704, and -705. The Grantee shall provide to OSLI a Retainage or Interest Bearing account documentation in order for OSLI to send retainage funds to the Grantee for deposit in the contractor's identified retainage account.
- I. Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request pursuant to Wyo. Stat. § 16-6-1001(a)(iv).
- J. Grantee shall submit Final Payment Documentation to OSLI pursuant to Wyo. Stats. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OSLI.
- D. **Audit and Access to Records.** OSLI and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Attachment A, Special Conditions, consisting of one (1) page, Attachment B, Application, consisting of twelve (12) pages; and the Grant Draft Request (GDR) form consisting of one (1) page, provided in Excel format, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- J. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- M. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, OSLI, and SLIB expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- N. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- O. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Q. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- R. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of

an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:

Jenifer E. Scoggin, Director

Date

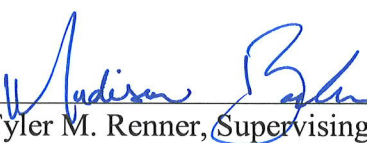
GRANTEE:
City of Lander

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

For:  #241542
Tyler M. Renner, Supervising Attorney General

8.5.24
Date

**BID E0524 COMBINATION SEWER CLEANER UNIT
NOTICE OF AWARD**

Date of Issuance: 7/10/2024

Owner: CITY OF
LANDER

Owner's Contract No.:
E0524

Engineer:N/A

Engineer's Project No.: N/A

Project:
COMBINATION
SEWER
CLEANER UNIT

Contract Name:
Combination Sewer Cleaner
Unit Agreement

Bidder: JOE
JOHNSON
EQUIPMENT,
LLC

Bidder's Address: 745 PARKWAY LANE, BILLINGS, MY 59101

TO BIDDER:

You are notified that Owner has accepted your Bid dated 06/14/2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: COMINATION SEWER CLEANER UNIT.

The Contract Price of the awarded Contract is: \$ 503,846.00

[X] 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.

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

1. Deliver to Owner [X] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

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

Owner: City Of Lander

By:

Title:

Copy: Engineer

COMBINATION SEWER CLEANER UNIT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "City", and Joe Johnson Equipment, LLC, whose address is 745 Parkway Lane, Billings, MT, 59101, hereinafter referred to as "Bidder".

RECITALS

WHEREAS, the City advertised an Invitation to Bid for a Combination Sewer Cleaner Unit, Bid Number E0524,

WHEREAS, the Bidder submitted a completed and signed Invitation to Bid, Bid Form Number E0524 including Exhibit "A" Combination Sewer Cleaner Unit Specifications, Exhibit "B" Federal Acquisition Requirements Included in the Contract, Exhibit "C" Certification Regarding Lobbying: Certifications for Contracts, Grants, Loans and Cooperative Agreements and Exhibit "D" SRF Special Conditions that Must be Submitted With Bids dated June 14, 2024; and,

WHEREAS, the City authorized a Notice of Bid Award #E0524 for a Combination Sewer Cleaner Unit to low bidder Joe Johnson Equipment in the amount of \$503,846.00, based on the completed and signed Invitation to Bid, Bid Form Number E0524 including Exhibit "A" Combination Sewer Cleaner Unit Specifications, Exhibit "B" Federal Acquisition Requirements Included in the Contract, Exhibit "C" Certification Regarding Lobbying: Certifications for Contracts, Grants, Loans and Cooperative Agreements and Exhibit "D" SRF Special Conditions that Must be Submitted With Bids dated June 14, 2024; and

WHEREAS, the Bidder agrees to provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0524 including Exhibit "A" Combination Sewer Cleaner Unit Specifications, Exhibit "B" Federal Acquisition Requirements Included in the Contract, Exhibit "C" Certification Regarding Lobbying: Certifications for Contracts, Grants, Loans and Cooperative Agreements and Exhibit "D" SRF Special Conditions that Must be Submitted With Bids dated June 14, 2024 the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

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

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.

2. DESCRIPTION OF WORK. The Bidder shall provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0524 including Exhibit "A" Combination Sewer Cleaner Unit Specifications, Exhibit "B" Federal Acquisition Requirements Included in the Contract, Exhibit "C" Certification Regarding Lobbying: Certifications for Contracts, Grants, Loans and Cooperative Agreements and Exhibit "D" SRF Special Conditions that Must be Submitted With Bids dated June 14, 2024 and a copy of those documents are attached hereto and incorporated herein as the terms and conditions of this Agreement.
3. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
4. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
5. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
6. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
7. 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.
8. 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.
9. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
- 10.
11. 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.

12. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day
of _____, 202__.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
Monte Richardson, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
Joe Johnson Equipment, LLC

INVITATION TO BID
CITY OF LANDER
LANDER, WY 82520
PHONE: (307) 332 2870

BID NUMBER: E0524 CONTACT: Lance Hopkin OPEN DATE: JUNE 17, 2024 BID TIME: 2:00 PM BID LOCATION: City Hall, 240 Lincoln Street, Lander WY 82520	The City of Lander is a political subdivision of the State of Wyoming and is a tax-exempt entity.
Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.	

The City of Lander will receive sealed bids for furnishing one Combination Sewer Cleaner Unit for the City of Lander, FOB destination City of Lander Maintenance Shop, 1390 Buena Vista Drive, Lander, WY, in accordance with the required specifications and documents in the Bid Packet. The Bid Packet, including Bid Form Number:E0524, Combination Sewer Cleaner Unit Specifications, Federal Acquisition Requirements (clauses required to be in the contract), Certification Regarding Lobbying, and SRF Special Conditions that must be submitted with bids may be picked up at City Hall, 240 Lincoln Street, Lander, Wyoming, 307-332-2870 or online at the City of Lander's website, www.landerwyoming.org. The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost.

The model submitted may be an approved equal, with written approval of the City of Lander. Any vendors wishing to submit a substitute model **MUST** provide product documentation and any bid exceptions prior to the bid opening, in order for the substitute equivalent to be considered. **ALL** substitution requests and bid exceptions shall be submitted via email to the City Engineer at lhopkin@landerwyoming.org no later than May 15, 2024, at 1:30 PM. The City of Lander **WILL NOT** consider any substitution requests or bid exceptions that are not pre-approved.

Rachelle Fontaine
City Clerk

Publish: Lander Journal
May 25, 2024, June 1, 2024,
and June 8, 2024

BID FORM**BID NUMBER E0524****ITEM DESCRIPTION: Combination Sewer Cleaner Unit****Bidder to specify Make/Model/Year of vehicle**(Total/Qty 1) \$ 503,846⁰⁰Please state delivery time frame: 30-60 # DAYS ARO

A bid guarantee in the amount of 5% of the total bid amount as required by Wyoming Statute 15-1-113 must be submitted with your bid (see paragraph 15 of the General Provisions attached). If claiming to be a resident bidder, please attach a copy of your "State of Wyoming Certificate of Residency Status".

The undersigned bidder certifies that the firm submitting this bid is [] is not [☒] a Wyoming resident bidder as defined by Wyoming Statute §16-6-101.

The undersigned bidder certifies that the bidder's vehicles comply with and meet the specification requirements for Bid Number E0524 as set forth in the Mechanical Street Sweeper Specifications.

Bidder's Name: <u>Joe Johnson Equipment, LLC</u>	E-mail: <u>alogan@jeusa.com</u>
Bidder's Address: <u>745 Parkway Lane</u>	City: <u>Billings</u> St. <u>MT</u> Zip <u>59101</u>
Phone: <u>406-591-4018</u>	Fax: _____
Signature: <u>[Signature] - Art Logan</u>	Title: <u>Regional Sales Manager</u>

GENERAL PROVISIONS

- Bidders failing to use the bid form provided by the City will be disqualified. Only one copy of the bid is required. Alternate bids will not be considered unless the alternate was previously approved by the City. The bid proposal shall not contain any recapitulation by the bidder of the work to be done or items to be furnished in an attempt to condition the bid. Any such recapitulation will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specifications shall be clearly indicated by the bidder. Bids must be signed in the space provided on the face of the bid. The signature

shall be that of a person authorized to bind the company in a legal contract. Unsigned bids. will not be considered.

- Bids may not be withdrawn for a period of 45 days after the bid opening. Bids may be revised prior to opening in writing, signed by an authorized representative of the company; or fax or email prior to the bid opening and followed with proper written confirmation received by the City within three calendar days thereafter. No bid may be revised after the opening.
- Bids will be publicly opened and read at the time and place advertised for opening of bid, as shown on the "Invitation to Bid". Written addenda will be issued to all bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised. Requests for bid clarification shall be made no later than ten (10) days prior to the opening date. The City's response will be provided to all bidders of record. No bid received after the opening time has arrived will be considered. Late bids will be returned unopened. It is the sole responsibility of the bidder to ensure that bids arrive by the date and time specified. The bid shall be submitted in a sealed envelope which shows the bid number or name of item or service being bid, and date and time of opening to ensure against premature opening of the bid. Faxed or emailed bids will not be accepted. If the City of Lander City Hall is closed for any reason at the date and time scheduled for bid opening, the bid opening will automatically be rescheduled for the same time on the next working day that City Hall is officially open.
- Award will be made to the qualified, responsible Wyoming resident bidder submitting the lowest responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the face of the bid. If the bidder is a resident bidder, they may be asked to provide a copy of the "State of Wyoming Certificate of Residency Status". The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved. Basis for award will be on total bid unless stated otherwise, and will include, where applicable, trade-in allowances, discounts, and other factors that may be indicated in the "Invitation to Bid". Prompt payment discounts of less than 20 days will not be considered in award; otherwise, terms are net 30 days. In all cases where trades are shown on the "Invitation to Bid", the City reserves the right to trade or not to trade as deemed in its best interest. Trade-ins are "As Is-Where Is". If the City elects not to trade, award will be based as stated above, without taking the trade(s) into consideration for total bid amount. The City reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid exceeds budgeted funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. Basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or service to be purchased as a result of this

invitation to bid. The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.

- When an item requested in the bid is identified by a brand name, trade name, or catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless his bid proposal so indicates, and he has obtained prior approval from the City for the item. The reference to the brand name, trade name, or catalog number is intended to be descriptive but not restrictive and only to indicate to the bidder articles that will be satisfactory. Bid for other brands, makes, etc., will be considered provided the bidder clearly states on their proposal exactly what they are proposing to furnish, and has submitted to the City at least ten (10) days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicates the character of the article(s) to be covered by this bid, and has obtained the prior approval of the City for the proposed "equal". The City reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes which contains major or minor variations from specifications or other requirements, but which may comply substantially therewith. Wyoming materials and products of equal quality and desirability shall have preference over materials and products produced outside the state.
- All items proposed shall be new and the manufacturer's current model unless the City specifically requests or addresses used or demo products in the specifications. The City reserves the right to call for a demonstration of products or services at no cost to the City prior to award of the bid.
- All bid prices shall be quoted F.O.B. to the applicable City Department, Lander, Wyoming, unless the City specifically states otherwise elsewhere in the bidding documents.
- All applicable federal, state, and City laws, ordinance or regulations shall apply to products or services purchased because of this bid. The provisions of Wyoming Statute § 15-1- 113, incorporated herein by reference are an express part of these bidding documents. All bid and contract documents shall be interpreted and construed according to the laws of the state of Wyoming.
- The bidder shall state a warranty on labor and materials in months, years, hours, miles, etc., as applicable. The bidder shall assume all costs of all labor, materials, per diem, freight, transportation, and any other items incidental to warranty maintenance or repairs.
- The bidder shall comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as is expected from the City of Lander. If the bidder or the bidder's employees or subcontractors are found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless, and indemnify the City of Lander therefrom.

Equal Employment Opportunity. Bidders on this work will be required to comply with the president's Executive Order No. 11246. The Borrower shall include the eight equal employment clauses mandated by Presidential Executive Order No. 11246 in all contracts awarded as part of the Project.

- All parties to this bid and to any order or agreement resulting from this bid assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of the requirements of this bid on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy, qualifying disability, sexual orientation, or gender identity. The bidder agrees to include the language of this paragraph in all agreements associated or connected in any way with furnishing of products or services as a result of this bid.
- In submitting a bid for this project, the bidder agrees if awarded the bid, to defend, hold harmless, and indemnify the City, its officials, employees and authorized volunteers against any claims and costs, including attorney's fees, arising during, or resulting from the successful bidder's performance of any work or furnishing any product, and shall carry such liability insurance as necessary to achieve this objective. The successful bidder acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the City hereunder. The City does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101, et seq. for any claim arising out of the performance of this work.
- Parts of these General Provisions may be supplemented or superseded by specific requirements of the Invitation to Bid, Specifications, or Special Provisions.
- The bid shall be accompanied by a bid guarantee in the amount of five percent (5%) of the total bid, if the total bid amount is \$35,000.00 or more. The 5% bid guarantee may be in the form of a bid bond secured by a surety or guaranty company authorized to do business in the State of Wyoming or a cashier's check made payable to the City of Lander. Cash deposits, personal checks, or company checks (unless certified) will not be accepted. In the event Trade-Ins are shown on the "Invitation to Bid," the bid guarantee shall include the total value of the Bid amount, including the value of Trade-Ins. For example, if the Bid amount includes \$50,000 in equipment and \$10,000 in Trade-Ins, the bid guarantee would be \$3,000 (5% x (\$50,000 + \$10,000)). The bid guarantee will ensure that the bidder will not withdraw his bid within 45 days after the bid opening, and that he will execute the contract and furnish such bonds, insurance certificates, and other documents; as required in the Bidding Documents; and in the event of the bidder's failure thereof, the bidder shall be liable to the City on account of the default for the amount of the bid guarantee as liquidated damages in accordance with Wyoming Statute § 15-1-113. Bid guarantee of unsuccessful bidders will be returned promptly.

EXHIBITS A-Combination Sewer Cleaner Unit Specifications, B-Federal Acquisition Requirements, C-Certification Regarding Lobbying, and -D SRF Special Conditions attached hereto are hereby incorporated herein and constitute required terms and conditions of this document.

LIQUIDATED DAMAGES

Unavoidable Delays:

A delay in the delivery of one or more items due under this Contract shall be deemed to be unavoidable if the delay: (1) was not reasonably expected to occur in connection with, or during, the Contractor's performance; and (2) was not caused by the Contractor's negligence or intentional misconduct.

Notification of Delay:

The Contractor shall provide immediate verbal or electronic notification to the City when the Contractor becomes aware of any event or circumstance that will delay the delivery of any item or items due under this Contract. The Contractor shall also provide written notice to the City no later than five (5) calendar days after the verbal or electronic notice. The written notice shall include complete and detailed information relating to the events and circumstances causing the delay and the anticipated duration of the delay.

It is understood by the City of Lander that a certain manufacturer's model of equipment may not meet every specification stated herein. All variances must be expressly stated, and each variance shall be evaluated based on the preferences of the City of Lander. Any variance from these specifications may be accepted or rejected at the City of Lander's sole discretion.

Request for Extension:

If the Contractor wishes to seek an extension of time for the delivery of one or more items due under the Contract, the Contractor shall supply any information to the City so that they can determine whether the delay is truly unavoidable. The City will examine the request and supporting information supplied by the Contractor to determine whether the Contractor is entitled to an extension, and if so, the duration of such extension. The City may grant an extension of time if consistent with the mutual duties of the City of Lander and the Contractor to engage in good faith and fair dealing. The City will notify the Contractor of this determination in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to reimbursement for damages, compensation, loss of profits, or any other expenses that may be incurred by the Contractor due to delays in the delivery of one or more items due under this Contract.

Liquidated Damages:

If the delivery of any item is delayed and the delay is not unavoidable, the Contracting Officer may assess as liquidated damages a sum equal to a tenth of a percent (10%) of the per item price per calendar day or \$30.00 per item per calendar day, whichever is greater. These damages shall be deducted from any money due, or which may thereafter become due to the Contractor under this Contract. **NOTE: Refusal to pay Liquidated Damages will void the bid.**

EXHIBIT A**COMBINATION SEWER CLEANER UNIT SPECIFICATIONS****General Specification**

It is the intent of these specifications to describe a Combination Sewer Cleaner Unit. The unit shall be regularly listed as a manufacturer's current model and shall comply with the following:

Debris Body

- 12 yd³ Debris Body Capacity
- Ex-Ten Steel Cylindrical Debris Tank
- Suction Tube Storage, Curbside - 2 Pipe, Rear Door – 2 Pipe
- Flat Rear Door with Hydraulic Locks and Door Power Up / Power Down / Open / Close
- Dual 10" Stainless Steel Float Shut Off System / Rear Mounted in the Body
- Double Acting Dump Hoist Cylinder
- External Liquid Float Level Indicator
- Debris Body Vacuum Relief System
- Interior Debris Deflector Plate
- 60" Dump Height for Dumping in Dewatering Bins
- Flat Rear Door with Hydraulic Open/Close & Locks
- Module Paint Wet-on-Wet (DuPont)

Water System

- 1,000 US Gallons Aluminum Water Tanks
- 80 GPM @ 2,500 PSI Water System
- Multi-Flow Variable Pressure Water System
- Performance Package (Hydraulic Variable Flow, Dual PTO's, Dual Hydraulic Pumps)
- Curbside Mounted Water Pump
- 3" Y-Strainer with 25' Fill Hose
- 3" Y-Strainer @ Water Pump with 3" Drain Valve
- Flexible Hose Guide
- 3 Nozzles with Carbide Inserts with Nozzle Rack and 1" Nozzle Pipe Extension
- Water Sight Tubes on Curbside
- Water relief valve 1"
- Accumulator System for Jet Rodder Water System
- Low Water Light with Alarm and Water Pump Flow Indicator

Hydro Excavation Package

- 80 GPM @ 2500 psi water system with digital flow meter
- Retractable Reel with 3/8" x 75ft
- Hydro Excavation Handgun, Nozzle and Plumbing

Vacuum System

- Single Engine Design for Maximum Performance and Fuel Efficiency
- 18" High-Performance Positive Displacement Blower
- High Efficiency Triple Stainless Steel Micro-Strainers Prior to Blower
- Blower Air Shift Controls
- Hot Shift Blower Drive

Boom System

- 180 Degree 10' Telescoping Boom
- Post Type Front Bumper Boom Storage
- Joystick Control for Boom Function – One (1) Front

Hose Reel

- Hydraulic Extended 15", Rotating Hose Reel, 1" X 900' Capacity
- Hose Reel Manual Hyd Extend/Retract
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter Located Front Side of Hose Reel – Mechanical
- Hose Reel Drive Chain Cover (Full)
- Front Mounted Control Including the Following Controls and Gauges:
 - Water Pump On / Off with 3 Position Flow Switch
 - Chassis Throttle Control
 - Boom Joystick Control
 - Vacuum Relief Control
 - Full Multi-Flow Control
 - Chassis Tachometer and Hour meter
 - Blower Tachometer and Hour meter
 - Hour Meter for Water Pump Operation
 - Hour Meter for PTO Operation
 - Digital Footage Counter
 - Digital Water Pressure
 - Digital Water Flow

Electrical & Safety Systems

- Color Coded and Function Heat Stamped Sealed Electrical System
- IntuiTouch Electronic Package or approved equal
- Circuit Breakers
- LED Body Lights - Clearance, Back Up, Stop, Tail & Turn
- Electronic Back-Up Alarm

Misc Requirements:

- Additional Water 1300 Gal
- Remote Pendant Control With 35' Cord
- 6" Rear Door Knife Valve W/Camloc 3:00 Position
- Debris Body Washout
- 6" Rear Door Knife Valve W/Camloc 6:00 Position
- Pump Off Ports Only
- Centrifugal Separators
- Folding Pipe Rack Curbside
- Rear Door Splash Shield
- Lube Manifold With Lube Chart
- Air Purge
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- 180 Deg 10' Telescoping Boom
- Bellypack Wireless or approved equal
- Cold Weather Recirculator
- Hydro Excavation Kit
- 600' X 1" Piranha Hose
- Hose Wind Guide Auto Power Indexing
- Rodder Hose Pinch Roller
- Hydraulic Tool Package
- High Pressure Hose Reel
- Rodder Pump Drain Valves
- Wireless Waterproof Handheld Spot Light
- Rear Mounted Led Beacon Light W/Limb Guard
- Front Mounted Led Beacon Light W/Limb Guard
- Worklights Led Boom

- **Worklights Led Operators Station**
- **Toolbox Behind Cab 16w 30h X 96d**
- **Toolbox Driver Side Chassis Frame 60w 24h 24d**

EXHIBIT B

Federal Acquisition Requirements Included in the Contract

- 1. Equal Employment Opportunity.** Bidders on this work will be required to comply with the presidents Executive Order No. 11246. The Borrower shall include the eight equal employment clauses mandated by Presidential Executive Order No. 11246 in all contracts awarded as part of the Project.
 - I.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - II.** The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - III.** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- IV. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- VI. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

2. **Environmental Policy Acts.** The Borrower agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
3. **Human Trafficking.** The Borrower and all contracts shall comply with all applicable requirements of 22 U.S.C. § 7104(g) and 2 CFR Part 175.
4. **Kickbacks.** The Borrower and all contracts shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3).
5. **Limitations on Lobbying Activities.** The Borrower and all contracts certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Borrower, its contractor or any subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
6. **Nondiscrimination.** The Borrower shall require all contractors and subcontractors to comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

EXHIBIT C**A a:::nA** United States**E'I** Environmental Protection Agency

SRF PROJECT#

CERTIFICATION REGARDING LOBBYING**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Art Logan - Regional Sales Manager

Typed Name & Title of Authorized Representative

Art Logan 6-14-2024

Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2008) Previous editions are obsolete.

EXHIBIT D

SRF SPECIAL CONDITIONS
THAT MUST BE SUBMITTED
WITH BIDS

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joe Johnson Equipment, LLC

Organization Name

Art Logan - Regional Sales Manager

Name and Title of Authorized Representative

 6-14-2024

Signature Date

BID TABULATION

Company Name: City of Lander

Project Name: Lander Community and Convention Center Request for Proposals 07022024

Location: Lander Wyoming

Engineer: City of Lander

Bid Date: 8/1/2024

Project Number:

7022024

BID QUANTITIES					Scott Neubauer		Tecia Waller			
Ref #	Bid Item #	Item Description	Qty.	UNIT	UNIT AMOUNT	BID	UNIT AMOUNT	BID		
1	1	Lander Community and Convention Center Facility Manager With Grounds	4 years		per month	\$12,240.00	per month	\$3,500.00		
2	2	Lander Community and Convention Center Facility Manager Without Grounds	4 years		per month	\$10,507	per month	\$3,400		

AGREEMENT (With Grounds Keeping)

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and _____, whose address is _____, Lander, Wyoming 82520, hereinafter referred to as “Contractor”.

RECITALS

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

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

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

TERMS AND CONDITIONS

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

1.

RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2.

DESCRIPTION OF WORK. The Contractor shall provide management, supervision, labor, supplies, materials, equipment (with the exception of those items outlined in paragraph 12), and tools required to effectively, efficiently, and satisfactorily perform concierge service, general maintenance and janitorial services at LCCC. The work shall comply with codes and standards applicable to each type of work and as listed herein.
3.

LOCATION OF WORK. The Lander Community & Convention Center (“LCCC”), 950 Buena Vista Drive, Lander Wyoming. The LCCC is comprised of a large multipurpose space that is 9, 387 sq. /ft., three breakout rooms that are approximately 500 sq. /ft. each; a reception /lobby/gallery area that is 1,826 sq. /ft., a bar area that is 769 sq. /ft., two outdoor patios, two 10 person restrooms, two single use restrooms, and a large storage room. This facility has a total of 19,278 square feet.
4.

COMPENSATION. In consideration of the Contractor providing the above-described duties, the City agrees to pay to the Contractor the sum of _____, payable to Contractor at the beginning of each month of employment.
5.

RELATIONSHIP BETWEEN PARTIES. Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers’ compensation or unemployment insurance. The Contractor shall pay all of their own taxes on compensation paid to the Contractor pursuant to this Agreement.
6.

LIABILITY. The work to be performed under this Agreement will be performed entirely at Contractor’s risk. Contractor agrees to indemnify the City for any and

all liability or loss arising in any way out of the performance of this Agreement by Contractor.

7. **INSURANCE.** Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating “A” with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City’s reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
8. **ASSIGNMENT.** Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
9. **DURATION.** This Agreement shall commence on the 1st day of September, 2024. This Agreement shall continue in full force and effect until the 31st day of August, 2028. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
10. **WORK SCHEDULE REQUIREMENTS.** Cleaning shall be completed within a **12 hour period** of the end of an event held at the Community Center. Events with multiple days require daily maintenance, including cleaning and restocking of restrooms. There will be a post event inspection at the conclusion of any event, prior to cleaning taking place. The City shall be notified in writing of any damage including any unlocked doors, missing kitchen items, or electronic supplies rented out during event by noon that day or by noon Monday if the event falls over the weekend.
11. **SCHEDULING OF OPERATIONS.** The Contractor shall schedule all cleaning operations so as not to interfere with the scheduled bookings. Contractor shall maintain with the City a complete and detailed Quality Control Plan, which shall include but not be limited to the following: Self-inspections, a 12-month schedule of all services showing, by date, when those services will be performed, and how many employees shall be working at the facility at a time.
12. **GOVERNMENT FURNISHED EQUIPMENT AND SUPPLIES.** The City will provide and maintain the following items: lawn mower, trimmer, vacuum cleaner, carpet steamer, floor scrubber, toiletries, snow blower, snow shovel, housekeeping supplies and building maintenance supplies. There will be, at minimum, a month’s worth of supplies at the LCCC at all times. The Contractor shall notify the City immediately when supplies are below the amounts stated herein. The Contractor shall inform the City, in writing, of housekeeping or building maintenance supplies that need to be ordered.
13. **CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES.** The Contractor shall be required to furnish any and all labor, supplies, tools, and equipment to complete the work described in this contract. Contractor shall not be required to provide any supplies, tools, or equipment as described in Section 12 of this Agreement.
14. **HAZARDOUS MATERIALS.** Safety Data Sheets (SDS) shall be posted by the stored cleaning supplies. Contractor shall be familiar with the chemicals used to perform the services and shall notify the City of any incidents or safety hazards involving chemicals and solutions listed in the SDS.
15. **KEYS.** Keys and/or lock combinations to access the facilities will be provided by the City. The Contractor shall sign a receipt for keys issued, and be responsible for their return at the end of the contract. The Contractor shall notify the City immediately if any key(s) are lost or stolen. The City may, at the City’s option, hold

the Contractor liable for all costs associated with replacing lost keys. Contractor shall notify the City immediately if they believe the lock combination has been compromised so a new combination can be issued.

16. PURCHASING CARD. The contractor shall utilize a City provided purchase card and will be required to follow City policy and procedures.
17. STORAGE AREAS AND JANITORAL CLOSETS. The Contractor shall share existing storage areas and janitor closets with building occupants. All Contractor stored materials, supplies, and equipment shall be conspicuously identified with the Contractor's markings to indicate ownership and shall be stored in containers appropriate for the substance being stored. Storage of supplies shall conform to applicable OSHA regulations. Incompatible supplies shall not be stored together. The City will not be responsible in any way for damage or theft of Contractor stored supplies and equipment, or the Contractor's employees' belongings brought into the buildings.
18. PERSONNEL. The Contractor shall employ a minimum number of employees required for safety while on duty coverage of events, and required to complete the workload of this contract. A list of employee names shall be provided to the City. At any time there is a change in employment, the Contractor shall update the employee list and submit it to the City in writing. All individuals listed will be subject to a background check.
19. CONTRACTOR LIASON. In addition to the daily communication required to perform the duties, the Contractor or a designated representative shall contact the Assistant Public Works Director at a minimum of once a month to discuss the conduct of the work and alleviate any misunderstandings that may arise during the performance of the work, and be available to take immediate action to have deficiencies corrected, if required, that may be called to their attention. The Public Works Director shall be the liaison and contact for the Contractor.
20. SUPERVISION. The Contractor is required to have a responsible Project Supervisor. The Supervisor can be the Contractor or their designees. The Supervisor shall be on duty during any and all operations under this Agreement. The Project Supervisor will be responsible for the work of this Agreement. The Contractor shall give the City the name and telephone number of the Project Supervisor, and provide the City with updated names and contact information for any and all Supervisors as they are changed or modified.
21. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present at the LCCC or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
22. FIRE PROTECTION AND PREVENTION. The Contractor shall be acquainted at all times with the location of the fire protection equipment. The Contractor shall take necessary action to assure that all flammable materials, including but not limited to cloths and waste, which could constitute a fire hazard, are placed in metal containers and removed from the buildings at the end of each day. No flammables shall be stored in the building, unless stored in appropriate flammable cabinet.
23. BUILDING SECURITY. The Contractor shall be responsible for checking and securing the building doors after cleaning and maintenance of the facility. The Contractor shall check and lock all exterior doors, including overhead doors, and turn off all lights when leaving the building. The Contractor shall email the City if any doors are found to be unlocked.
24. PROTECTION AND DAMAGE. The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other

property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.

25. MISCELLANEOUS REPORTING. Any fixture, item, equipment, or other related item located at the LCCC, including Government Furnished Equipment, that is broken, damaged, or need of repair shall be reported in writing to the City.
26. LOST AND FOUND. The Contractor shall turn any and all articles, property, etc. that is left or abandoned at the LCCC to the City.
27. TERMS OF WORK.
 - A. Definitions:
 - i. Clean: Clean, cleaning, or cleanup, as used in this contract, is the removal of any foreign material or matter, including but not limited to: food, water, dirt, mud, dust, scuff marks, oil or grease spots, pencil, pen, or crayon marks in order to leave the surface free from dirt or impurities, unsoiled and unstained.
 - B. Conduct of Work: All persons employed by the Contractor shall either be experienced in this type of work or shall work with an experienced person. Separate cleaning cloths shall be used for bathrooms. Conduct of work shall indicate deliberate effort to produce quality results. Excellent customer service for our facility renters is required. Hasty or careless work is not acceptable. Three written notices of failure to perform within six month shall be considered evidence of noncompliance with the contract and shall be grounds for termination of the contract.
 - i. Examples of unacceptable work: Food particles and grease in kitchen sinks and back splash, dirt in corners and on the floor, dirt, grease, mop splashes on baseboards and walls, dust build-up on surfaces, wax build-up on floor perimeter, dirt, debris, etc. under waste baskets, garbage cans; accumulated filth in cracks, joints, door jams, etc.; failure to remove trash such as cups, paper clips, staples from floor, failure to clean mop sinks after use, mop strings on floor, mopping or sweeping tracks on floors, failure to lock doors and turn off lights when leaving the buildings, failure to concentrate on high use areas, and other manifestations of lack of concern or capability of producing quality work.
 - C. City Evaluation Process:
 - i. Number of Inspections: During the first two months of this agreement, the City will complete weekly inspections. Thereafter, in the event the Contractor has no un-satisfactory performances on the quality assurance plan (Attachment A), there will be two inspections per month. The minimum level of inspections (one inspection per month) may be used if the quality of work is satisfactory for two consecutive months.
 - ii. Sampling Procedures: All work completed by the Contractor shall visually inspected to insure compliance with the quality standards.
 - iii. Evaluation Procedures: The Facility will be inspected and a Quality Assurance Plan Worksheet will be completed for each inspection at the time of the inspection and returned to the City and the Contractor for review.
28. QUARTERLY DEEP CLEANING. The Contractor shall complete a deep cleaning of the facility once each quarter that will include cleaning all windows and doors, edges and corners, kitchen stoves, ovens, sinks, the bar area, and all floor surfaces including waxing buffing, and carpet cleaning.

29. EXTRA CLEANING. The Contractor shall provide the custodial services described herein within a 12 hour period after an event, with the following exceptions:
- A. Carpeted Floors and Mats – General: The carpeted floors and carpet like, rubber or polyester entrance mats shall be free of litter, soil, stains, and embedded foreign matter and grit. Entrance mats shall be lifted to remove soil and moisture underneath. Vacuum all carpeted floors including under furniture.
 - B. Carpeted Floors – Steam Cleaning: Quarterly each year- All carpeted floors shall be cleaned using City provided carpet steam cleaning machine. All moveable objects, such as chairs, tables, garbage cans, etc. shall be moved to ensure broad spectrum cleaning. A thoroughly clean floor shall be free of litter, soil, stains, embedded foreign matter and grit and have a like new appearance.
 - C. Carpeted Floors – Spot Clean: Spots and stains on carpet shall be removed daily.
 - D. Non-Carpeted Floors: Non-carpeted floors shall be free of dirt, debris and encrustations and have a uniform appearance with no streaks, swirl marks, or detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Concrete floors shall be swept with treated dust mop to remove all surface dirt, and mopped, the Contractor shall only use approved chemicals provided by the City.
 - E. Storage Room: The storage room floor, walls, doors, and fixtures shall be clean and kept free of dirt, debris and encrustations and have a uniform appearance with no streaks, swirl marks, or detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.
 - F. Furniture and Fixtures: Chairs, tables, display cases, partitions, window sills, walls, ceilings, doors, and fixtures shall be cleaned and kept free of dust, dirt, cobwebs, spots, streaks, swirl marks, detergent residue, and encrustations. The cleaning process shall be safe and harmless to the surfaces cleaned and shall not adversely affect appearance or durability. If chairs and tables are found to be damaged the Contractor shall put them aside and contact the City for replacement.
 - G. Convectors: Convectors, including ventilation registers and bathroom fans, shall be cleaned quarterly and kept free of dirt, dust, cobwebs, spots, encrustations, and lint.
 - H. Light Fixtures: Twice a year – light fixtures and exit signs shall be cleaned so that they are free of all dirt, dust, insects, and smears.
 - I. Windows: Interior glass panes shall be cleaned so that they are free of any streaks, lint or otherwise unwashed areas, monthly. Exterior windows will be contracted out to someone else by the City, yearly.
 - J. Main Entry Glass Doors and Windows: The interior glass surfaces of the entrances and windows shall be cleaned so that they are free of any streaks, encrustations and lint at the beginning of each booking.
 - K. Trash Removal: The facility shall be free of obvious garbage and shall be free of dirt, spots, debris, and other encrustations. Plastic liners shall be unsoiled and free from holes and secured to waste baskets. All boxes, cans, papers, etc., placed near a wastebasket or garbage can and marked “TRASH” shall be removed. The Contractor shall police any spillage of

trash, debris, refuse, etc., which is a result of this operation. Contractor shall notify the City in writing if an additional trash pickup is required. Dumpster will be provided at the cost of the City.

- L. Restrooms: The Contractor shall restock and clean restrooms on a daily basis for multi-day events. No chemicals, materials, or combination of chemicals or materials shall be used that will damage walls, floors, or fixtures in the process of cleaning. A new or unused cloth or any other linen material or paper towels used for cleaning purposes shall not be disposed of by flushing down the toilet. The additional terms shall apply:
 - A. De-scale Toilet Bowls and Urinals: Toilet bowls and urinals shall be disinfected and free of scale, scum, mineral deposits, rust stains, streaks, other stains, and all foreign matter.
 - B. Sink Areas: All porcelain, metal and chrome fixtures, wash basins, backsplashes, countertops, paper towel holders, exposed pipes and mirrors shall be disinfected and be clean and bright; there shall be no dust, spots, stains, rust, mold, encrustations or excess moisture.
 - C. Floors and Doors: Floors and Doors shall be free of soil, debris, scum, mold, or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. Door handles and light switches shall be disinfected.
 - D. Walls & Ceilings: Walls and ceilings shall be free of dust, cobwebs, spots, stains and encrustations and cleaned quarterly.
 - E. Trash Removal: The facility shall be free of obvious garbage. Wastebaskets and sanitary napkin receptacles shall be disinfected; free of dirt, spots, debris, and other encrustations, and have a new liner in place. Plastic liners shall be unsoiled and free from holes and secured to the waste basket. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation.
 - F. Servicing: Each dispenser for toilet paper, soap and similar items shall be filled with Government furnished supplies. Dispensers shall have sufficient supplies to last through the events planned. Partial rolls may be left by the nearest fixture.
30. KITCHEN, BAR, AND FOUNTAINS: This section applies to all similar features (countertops, tables, drinking fountains, etc.) throughout the facility, regardless of location. The following shall apply:
- A. Sink Areas: All porcelain, metal and chrome fixtures, wash basins, backsplashes, countertops, paper towel holders, light switches, exposed pipes and mirrors shall be disinfected and be clean and bright; there shall be no grease, food particles, dust, spots, stains, rust, mold, encrustations or excess moisture.
 - B. Dishwasher: Dishwasher shall be free of food particles, grease, dust, spots, stains, rust, mold and encrustations. The drain strainer located inside the dishwasher shall be cleaned after each event to ensure the dishwasher is draining correctly and that silverware is not stuck in the strainer.
 - C. Soap Dispensers: Soap dispensers shall be checked after each event to ensure they are full.
 - D. Cleaning Cloths: Extra cleaning cloths for facility renters shall be easily available in the storage closet in the kitchen and in the bar area.
 - E. Dispensers/Drinking Area: The soda and beer dispensers and all fixtures in the bar shall be cleaned after each event to ensure mold growth does not occur. The drink mixing area in the bar shall be clean and free of sticky residue from beverages served during events. The Contractor shall contact the City if the CO2 dispenser is low for reorder. Ice machines shall be clean and all bottles shall have cleaning solution.

31. STOVES: All stoves, ovens, and cooktops shall be disinfected and be clean and bright; there shall be free of food particles, grease, dust, spots, stains, rust, mold and encrustations.
32. COUNTERTOPS AND CABINETS: Countertops and cabinets shall be free of grease, food particles, streaks, stains, spots, smudges, and other encrustations.
33. DISHES: All dishes shall be clean, dry and placed in appropriate storage areas.
34. FLOORS: Floors shall be free of pools of water, soil, debris, scum, mold, sticky residue or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. While mopping the floors, wet floor signs shall be posted in visible areas. If the floor may become wet due to precipitation (snow melt, rain, etc.), wet floor signs shall be placed in visible areas prior to an event scheduled beginning.
35. TRASH REMOVAL: The facility shall be free of obvious garbage and the wastebaskets shall be free of dirt, spots, debris, and other encrustations. Additionally, food service area garbage cans shall be disinfected and have a new liner in place. Plastic liners shall be unsoiled and free from holes and secured to the waste baskets. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation.
36. DRINKING FOUNTAINS: The drinking fountains throughout the entire LCCC shall be disinfected and free from streaks, stains, spots, smudges, or scale.
37. CLEANING MATERIALS: All cleaning materials and equipment shall be stored properly upon completion of work in order to prevent hazards.
38. LOBBY, GALLERY, BREAKOUT ROOMS, AND MAIN ROOM: The following shall apply:
 - A. Floors: Floors shall be free of pools of water, soil, debris, scum, mold, sticky residue or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. While mopping the floors, wet floor signs shall be posted in visible areas. If the floor may become wet due to precipitation (snow melt, rain, etc.), wet floor signs shall be placed in visible areas prior to an event scheduled beginning.
 - B. Windows: Monthly, interior glass panes shall be cleaned so that they are free of any streaks, lint, or otherwise unwashed areas of glass. Glass panes in doors shall be cleaned after each event rental. The cleaning solution shall not be spilled, splattered or otherwise dripped in the surrounding area.
 - C. Furniture & Fixtures: Furniture and display cases, partitions, chairs, window sills, walls, ceilings, doors, and fixtures shall be cleaned and kept free of dust, dirt, cobwebs, spots, streaks, swirl marks, detergent residue, and encrustations. The accessible portions of locked areas shall be cleaned to the same standards. The cleaning process shall be safe and harmless to the surfaces cleaned and shall not adversely affect appearance or durability.
39. HVAC and Cooling: HVAC motors shall be greased quarterly; all HVAC filters shall be changed as needed; and cooling unit fins shall be cleaned as needed.
40. GROUND MAINTENANCE REQUIREMENTS: The Contractor shall report any needed maintenance and minor repair, outside of their scope of work for the facility to City Hall in writing.

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

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

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

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

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

41. CONCIERGE AND CUSTOMER SERVICE REQUIREMENTS: The Contractor shall complete the following:

- A. The Contractor shall conduct a pre-inspection of the facility to ensure everything is clean and in working order prior to events. The Contractor will conduct the facility preparation and clean up for events— check all ovens, dishwasher etc. to make sure they are in working order, and will keep toilet paper, paper towels and garbage bags stocked before the event to ensure a successful event.

- B. The Contractor shall provide concierge services to renters of the facility, which includes providing excellent customer services that includes but is not limited to:
- i. Meeting with potential renters to show them around the facility and answer questions.
 - ii. Contacting the renters by phone a minimum of 3 days in advance of their event to schedule a meeting to review all aspects of the facility.
 - iii. Contractor shall meet with renters to review all aspects of facility including but not limited to: showing renter where to find extra paper towels, trash bags, toilet paper, showing renter how to use the light switches, sound system, kitchen facility, etc.
 - iv. Contractor shall be available during events to assist with facility.
 - v. Contractor shall set up and take down sound and audio visual systems if ordered for an event.
 - vi. Contractor shall set up and take down stage if ordered for an event.
 - vii. Contractor shall have access to Community Center Books and Reservation system to assist renters.
 - viii. Contractor shall learn and be able to operate facility equipment and electronics as necessary, including but not limited to, projectors, internet, sound equipment, cameras, and external electrical signs.
- C. The Contractor shall conduct a post-event inspection checklist shall be completed the day following the event, and provided to the City by noon that day or by noon Monday if the event falls over the weekend. Checklist will make note of any damage including any missing kitchen items or electronic supplies rented out during event.
42. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
43. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
44. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2024.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
CITY COUNCIL OFFICIAL,
Lander City Council

ATTEST:

RACHELLE FONTAINE, City Clerk

CONTRACTOR NAME:

BY: _____
CONTRACTOR NAME

AGREEMENT (Without Grounds Keeping)

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and _____, whose address is _____, Lander, Wyoming 82520, hereinafter referred to as “Contractor”.

RECITALS

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

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

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

TERMS AND CONDITIONS

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

1. RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. DESCRIPTION OF WORK. The Contractor shall provide management, supervision, labor, supplies, materials, equipment (with the exception of those items outlined in paragraph 12), and tools required to effectively, efficiently, and satisfactorily perform concierge service, general maintenance and janitorial services at LCCC. The work shall comply with codes and standards applicable to each type of work and as listed herein.
3. LOCATION OF WORK. The Lander Community & Convention Center (“LCCC”), 950 Buena Vista Drive, Lander Wyoming. The LCCC is comprised of a large multipurpose space that is 9, 387 sq. /ft., three breakout rooms that are approximately 500 sq. /ft. each; a reception /lobby/gallery area that is 1,826 sq. /ft., a bar area that is 769 sq. /ft., two outdoor patios, two 10 person restrooms, two single use restrooms, and a large storage room. This facility has a total of 19,278 square feet.
4. COMPENSATION. In consideration of the Contractor providing the above-described duties, the City agrees to pay to the Contractor the sum of _____, payable to Contractor at the beginning of each month of employment.
5. RELATIONSHIP BETWEEN PARTIES. Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers’ compensation or unemployment insurance. The Contractor shall pay all of their own taxes on compensation paid to the Contractor pursuant to this Agreement.
6. LIABILITY. The work to be performed under this Agreement will be performed entirely at Contractor’s risk. Contractor agrees to indemnify the City for any and

all liability or loss arising in any way out of the performance of this Agreement by Contractor.

7. INSURANCE. Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating “A” with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City’s reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
8. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
9. DURATION. This Agreement shall commence on the 1st day of September, 2024. This Agreement shall continue in full force and effect until the 31st day of August, 2028. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
10. WORK SCHEDULE REQUIREMENTS. Cleaning shall be completed within a **12 hour period** of the end of an event held at the Community Center. Events with multiple days require daily maintenance, including cleaning and restocking of restrooms. There will be a post event inspection at the conclusion of any event, prior to cleaning taking place. The City shall be notified in writing of any damage including any unlocked doors, missing kitchen items, or electronic supplies rented out during event by noon that day or by noon Monday if the event falls over the weekend.
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21. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present at the LCCC or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
22. FIRE PROTECTION AND PREVENTION. The Contractor shall be acquainted at all times with the location of the fire protection equipment. The Contractor shall take necessary action to assure that all flammable materials, including but not limited to cloths and waste, which could constitute a fire hazard, are placed in metal containers and removed from the buildings at the end of each day. No flammables shall be stored in the building, unless stored in appropriate flammable cabinet.
23. BUILDING SECURITY. The Contractor shall be responsible for checking and securing the building doors after cleaning and maintenance of the facility. The Contractor shall check and lock all exterior doors, including overhead doors, and turn off all lights when leaving the building. The Contractor shall email the City if any doors are found to be unlocked.
24. PROTECTION AND DAMAGE. The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other

property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.

25. MISCELLANEOUS REPORTING. Any fixture, item, equipment, or other related item located at the LCCC, including Government Furnished Equipment, that is broken, damaged, or need of repair shall be reported in writing to the City.
26. LOST AND FOUND. The Contractor shall turn any and all articles, property, etc. that is left or abandoned at the LCCC to the City.
27. TERMS OF WORK.
 - A. Definitions:
 - i. Clean: Clean, cleaning, or cleanup, as used in this contract, is the removal of any foreign material or matter, including but not limited to: food, water, dirt, mud, dust, scuff marks, oil or grease spots, pencil, pen, or crayon marks in order to leave the surface free from dirt or impurities, unsoiled and unstained.
 - B. Conduct of Work: All persons employed by the Contractor shall either be experienced in this type of work or shall work with an experienced person. Separate cleaning cloths shall be used for bathrooms. Conduct of work shall indicate deliberate effort to produce quality results. Excellent customer service for our facility renters is required. Hasty or careless work is not acceptable. Three written notices of failure to perform within six month shall be considered evidence of noncompliance with the contract and shall be grounds for termination of the contract.
 - i. Examples of unacceptable work: Food particles and grease in kitchen sinks and back splash, dirt in corners and on the floor, dirt, grease, mop splashes on baseboards and walls, dust build-up on surfaces, wax build-up on floor perimeter, dirt, debris, etc. under waste baskets, garbage cans; accumulated filth in cracks, joints, door jams, etc.; failure to remove trash such as cups, paper clips, staples from floor, failure to clean mop sinks after use, mop strings on floor, mopping or sweeping tracks on floors, failure to lock doors and turn off lights when leaving the buildings, failure to concentrate on high use areas, and other manifestations of lack of concern or capability of producing quality work.
 - C. City Evaluation Process:
 - i. Number of Inspections: During the first two months of this agreement, the City will complete weekly inspections. Thereafter, in the event the Contractor has no un-satisfactory performances on the quality assurance plan (Attachment A), there will be two inspections per month. The minimum level of inspections (one inspection per month) may be used if the quality of work is satisfactory for two consecutive months.
 - ii. Sampling Procedures: All work completed by the Contractor shall visually inspected to insure compliance with the quality standards.
 - iii. Evaluation Procedures: The Facility will be inspected and a Quality Assurance Plan Worksheet will be completed for each inspection at the time of the inspection and returned to the City and the Contractor for review.
28. QUARTERLY DEEP CLEANING. The Contractor shall complete a deep cleaning of the facility once each quarter that will include cleaning all windows and doors, edges and corners, kitchen stoves, ovens, sinks, the bar area, and all floor surfaces including waxing buffing, and carpet cleaning.

29. EXTRA CLEANING. The Contractor shall provide the custodial services described herein within a 12 hour period after an event, with the following exceptions:
- A. Carpeted Floors and Mats – General: The carpeted floors and carpet like, rubber or polyester entrance mats shall be free of litter, soil, stains, and embedded foreign matter and grit. Entrance mats shall be lifted to remove soil and moisture underneath. Vacuum all carpeted floors including under furniture.
 - B. Carpeted Floors – Steam Cleaning: Quarterly each year- All carpeted floors shall be cleaned using City provided carpet steam cleaning machine. All moveable objects, such as chairs, tables, garbage cans, etc. shall be moved to ensure broad spectrum cleaning. A thoroughly clean floor shall be free of litter, soil, stains, embedded foreign matter and grit and have a like new appearance.
 - C. Carpeted Floors – Spot Clean: Spots and stains on carpet shall be removed daily.
 - D. Non-Carpeted Floors: Non-carpeted floors shall be free of dirt, debris and encrustations and have a uniform appearance with no streaks, swirl marks, or detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Concrete floors shall be swept with treated dust mop to remove all surface dirt, and mopped, the Contractor shall only use approved chemicals provided by the City.
 - E. Storage Room: The storage room floor, walls, doors, and fixtures shall be clean and kept free of dirt, debris and encrustations and have a uniform appearance with no streaks, swirl marks, or detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.
 - F. Furniture and Fixtures: Chairs, tables, display cases, partitions, window sills, walls, ceilings, doors, and fixtures shall be cleaned and kept free of dust, dirt, cobwebs, spots, streaks, swirl marks, detergent residue, and encrustations. The cleaning process shall be safe and harmless to the surfaces cleaned and shall not adversely affect appearance or durability. If chairs and tables are found to be damaged the Contractor shall put them aside and contact the City for replacement.
 - G. Convectors: Convectors, including ventilation registers and bathroom fans, shall be cleaned quarterly and kept free of dirt, dust, cobwebs, spots, encrustations, and lint.
 - H. Light Fixtures: Twice a year – light fixtures and exit signs shall be cleaned so that they are free of all dirt, dust, insects, and smears.
 - I. Windows: Interior glass panes shall be cleaned so that they are free of any streaks, lint or otherwise unwashed areas, monthly. Exterior windows will be contracted out to someone else by the City, yearly.
 - J. Main Entry Glass Doors and Windows: The interior glass surfaces of the entrances and windows shall be cleaned so that they are free of any streaks, encrustations and lint at the beginning of each booking.
 - K. Trash Removal: The facility shall be free of obvious garbage and shall be free of dirt, spots, debris, and other encrustations. Plastic liners shall be unsoiled and free from holes and secured to waste baskets. All boxes, cans, papers, etc., placed near a wastebasket or garbage can and marked “TRASH” shall be removed. The Contractor shall police any spillage of

trash, debris, refuse, etc., which is a result of this operation. Contractor shall notify the City in writing if an additional trash pickup is required. Dumpster will be provided at the cost of the City.

- L. Restrooms: The Contractor shall restock and clean restrooms on a daily basis for multi-day events. No chemicals, materials, or combination of chemicals or materials shall be used that will damage walls, floors, or fixtures in the process of cleaning. A new or unused cloth or any other linen material or paper towels used for cleaning purposes shall not be disposed of by flushing down the toilet. The additional terms shall apply:
 - A. De-scale Toilet Bowls and Urinals: Toilet bowls and urinals shall be disinfected and free of scale, scum, mineral deposits, rust stains, streaks, other stains, and all foreign matter.
 - B. Sink Areas: All porcelain, metal and chrome fixtures, wash basins, backsplashes, countertops, paper towel holders, exposed pipes and mirrors shall be disinfected and be clean and bright; there shall be no dust, spots, stains, rust, mold, encrustations or excess moisture.
 - C. Floors and Doors: Floors and Doors shall be free of soil, debris, scum, mold, or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. Door handles and light switches shall be disinfected.
 - D. Walls & Ceilings: Walls and ceilings shall be free of dust, cobwebs, spots, stains and encrustations and cleaned quarterly.
 - E. Trash Removal: The facility shall be free of obvious garbage. Wastebaskets and sanitary napkin receptacles shall be disinfected; free of dirt, spots, debris, and other encrustations, and have a new liner in place. Plastic liners shall be unsoiled and free from holes and secured to the waste basket. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation.
 - F. Servicing: Each dispenser for toilet paper, soap and similar items shall be filled with Government furnished supplies. Dispensers shall have sufficient supplies to last through the events planned. Partial rolls may be left by the nearest fixture.
30. KITCHEN, BAR, AND FOUNTAINS: This section applies to all similar features (countertops, tables, drinking fountains, etc.) throughout the facility, regardless of location. The following shall apply:
- A. Sink Areas: All porcelain, metal and chrome fixtures, wash basins, backsplashes, countertops, paper towel holders, light switches, exposed pipes and mirrors shall be disinfected and be clean and bright; there shall be no grease, food particles, dust, spots, stains, rust, mold, encrustations or excess moisture.
 - B. Dishwasher: Dishwasher shall be free of food particles, grease, dust, spots, stains, rust, mold and encrustations. The drain strainer located inside the dishwasher shall be cleaned after each event to ensure the dishwasher is draining correctly and that silverware is not stuck in the strainer.
 - C. Soap Dispensers: Soap dispensers shall be checked after each event to ensure they are full.
 - D. Cleaning Cloths: Extra cleaning cloths for facility renters shall be easily available in the storage closet in the kitchen and in the bar area.
 - E. Dispensers/Drinking Area: The soda and beer dispensers and all fixtures in the bar shall be cleaned after each event to ensure mold growth does not occur. The drink mixing area in the bar shall be clean and free of sticky residue from beverages served during events. The Contractor shall contact the City if the CO2 dispenser is low for reorder. Ice machines shall be clean and all bottles shall have cleaning solution.

31. STOVES: All stoves, ovens, and cooktops shall be disinfected and be clean and bright; there shall be free of food particles, grease, dust, spots, stains, rust, mold and encrustations.
32. COUNTERTOPS AND CABINETS: Countertops and cabinets shall be free of grease, food particles, streaks, stains, spots, smudges, and other encrustations.
33. DISHES: All dishes shall be clean, dry and placed in appropriate storage areas.
34. FLOORS: Floors shall be free of pools of water, soil, debris, scum, mold, sticky residue or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. While mopping the floors, wet floor signs shall be posted in visible areas. If the floor may become wet due to precipitation (snow melt, rain, etc.), wet floor signs shall be placed in visible areas prior to an event scheduled beginning.
35. TRASH REMOVAL: The facility shall be free of obvious garbage and the wastebaskets shall be free of dirt, spots, debris, and other encrustations. Additionally, food service area garbage cans shall be disinfected and have a new liner in place. Plastic liners shall be unsoiled and free from holes and secured to the waste baskets. The Contractor shall police any spillage of trash, debris, refuse, etc., which is a result of this operation.
36. DRINKING FOUNTAINS: The drinking fountains throughout the entire LCCC shall be disinfected and free from streaks, stains, spots, smudges, or scale.
37. CLEANING MATERIALS: All cleaning materials and equipment shall be stored properly upon completion of work in order to prevent hazards.
38. LOBBY, GALLERY, BREAKOUT ROOMS, AND MAIN ROOM: The following shall apply:
 - A. Floors: Floors shall be free of pools of water, soil, debris, scum, mold, sticky residue or encrustations and shall have a uniform appearance with no streaks, swirl marks, detergent residue. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. All moveable objects shall be moved to clean underneath. Floor drains shall be maintained free from dirt, rust or encrustations. While mopping the floors, wet floor signs shall be posted in visible areas. If the floor may become wet due to precipitation (snow melt, rain, etc.), wet floor signs shall be placed in visible areas prior to an event scheduled beginning.
 - B. Windows: Monthly, interior glass panes shall be cleaned so that they are free of any streaks, lint, or otherwise unwashed areas of glass. Glass panes in doors shall be cleaned after each event rental. The cleaning solution shall not be spilled, splattered or otherwise dripped in the surrounding area.
 - C. Furniture & Fixtures: Furniture and display cases, partitions, chairs, window sills, walls, ceilings, doors, and fixtures shall be cleaned and kept free of dust, dirt, cobwebs, spots, streaks, swirl marks, detergent residue, and encrustations. The accessible portions of locked areas shall be cleaned to the same standards. The cleaning process shall be safe and harmless to the surfaces cleaned and shall not adversely affect appearance or durability.
39. HVAC and Cooling: HVAC motors shall be greased quarterly; all HVAC filters shall be changed as needed; and cooling unit fins shall be cleaned as needed.
40. GROUND MAINTENANCE REQUIREMENTS: The Contractor shall report any needed maintenance and minor repair, outside of their scope of work for the facility to City Hall in writing.

41. CONCIERGE AND CUSTOMER SERVICE REQUIREMENTS: The Contractor shall complete the following:
- A. The Contractor shall conduct a pre-inspection of the facility to ensure everything is clean and in working order prior to events. The Contractor will conduct the facility preparation and clean up for events– check all ovens, dishwasher etc. to make sure they are in working order, and will keep toilet paper, paper towels and garbage bags stocked before the event to ensure a successful event.
 - B. The Contractor shall provide concierge services to renters of the facility, which includes providing excellent customer services that includes but is not limited to:
 - i. Meeting with potential renters to show them around the facility and answer questions.
 - ii. Contacting the renters by phone a minimum of 3 days in advance of their event to schedule a meeting to review all aspects of the facility.
 - iii. Contractor shall meet with renters to review all aspects of facility including but not limited to: showing renter where to find extra paper towels, trash bags, toilet paper, showing renter how to use the light switches, sound system, kitchen facility, etc.
 - iv. Contractor shall be available during events to assist with facility.
 - v. Contractor shall set up and take down sound and audio visual systems if ordered for an event.
 - vi. Contractor shall set up and take down stage if ordered for an event.
 - vii. Contractor shall have access to Community Center Books and Reservation system to assist renters.
 - viii. Contractor shall learn and be able to operate facility equipment and electronics as necessary, including but not limited to, projectors, internet, sound equipment, cameras, and external electrical signs.
 - C. The Contractor shall conduct a post-event inspection checklist shall be completed the day following the event, and provided to the City by noon that day or by noon Monday if the event falls over the weekend. Checklist will make note of any damage including any missing kitchen items or electronic supplies rented out during event.
42. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
43. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
44. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day
of _____, 2024.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
CITY COUNCIL OFFICIAL,
Lander City Council

ATTEST:

RACHELLE FONTAINE, City Clerk

CONTRACTOR NAME:

BY: _____
CONTRACTOR NAME