



CITY OF LANDER - REGULAR CITY COUNCIL MEETING

Tuesday, July 11, 2023, at 6:00 PM
City Council Chambers, 240 Lincoln Street

MINUTES

- 1. CALL TO ORDER** Mayor Richardson called the meeting to order and led the Pledge of Allegiance at 6:00 PM and conducted Roll Call. Councilmembers present: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. Declaration of a quorum. Staff Present: Chief of Police Scott Peters, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips and City Clerk Rachele Fontaine.

- 2. APPROVAL OF AGENDA**

Mayor Richardson stated there are two clerical errors that should be corrected under NEW BUSINESS in item B 3023 should be 2023 and in item C Manuel should be Manual.

Councilmember White moved to approve the agenda with those changes, Seconded by Council President Cox. Councilmembers Voting Yea: Larsen, D Hahn, J Hahn, Stuble, Cox, White, and Mayor Richardson. Motion passed unanimously.

- 3. COMMUNICATION FROM THE FLOOR**
 - A. Public Comment

Karen Weitzel addressed the Council concerning proposed Resolution 1292 increasing water and sewer rates. She stated a better option would be to charge for camping in the city park to offset water rates.

- 4. MAYOR AND COUNCIL UPDATES**

Councilmember Larsen commented on the ability to read LIFT comments in Stacker, the police department's radar sign, and noted that the 4th of July went well.

Councilmember White commented on various community events and provided an update on the Planning Commission, air service out of Riverton and the Senior Center.

Councilmember D Hahn provided a fire department update highlighting the success of the pancake breakfast and the parade water fight.

Council President Cox wanted an update on mosquito spraying, any sewage seepage issues, and the golf course water drainage. She stated the city needs to collect data on events held on city properties and the fee schedule. She and Councilmember D Hahn requested camping in city park be addressed at work session soon. She is concerned with the number of tax-exempt properties on Main Street, which should also be a work session topic.

Councilmember Stuble provided an update on the Energy and Efficiency Task Force and mentioned the Conservation District meets tomorrow.

Councilmember J Hahn thanked the community members and the people working on the fireworks display for a great 4th of July. He expressed concern about the number of kids hit on bikes recently and reminded drivers to be aware of their surroundings.

Mayor Richardson thanked the fire department and commented that the parade went well. There was a discussion concerning aging volunteers and parade safety. He noted there were no fire calls this year. He noted the committee formation for fireworks next year will be starting.

- 5. STAFF REPORTS**

Chief of Police Scott Peters agrees the parade safety and candy distribution should be addressed. He thanked the Council for their support and equipment such as new body and car cameras which helped during the high-speed chase on the 4th of July. He provided a brief update on the high-speed chase and on pedestrians and bikes.

Assistant Mayor RaJean Strube Fossen provided an update on the WYDOT punch list, water treatment plant energy efficiency upgrades grant, and reminded everyone about the July 19th Table Mountain Living presentation at Mamaw's Kitchen.

City Treasurer Charri Lara commented the city has received \$390 in camping donations, via the QR Code in the last twelve months.

6. CONSENT AGENDA

- A. Approval of June 13, 2023, Regular City Council Meeting Minutes
- B. Approval of June 27, 2023, Work Session Minutes
- C. Approval of bills and claims

Councilmember Larsen noted that the June 13, 2023, minutes concerning the Anti-Discrimination Proclamation does not reflect his view that the proclamation was not needed as the City of Lander already follows the State laws already in place.

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

7. NEW BUSINESS (ACTION ITEMS)

- A. Approve Resolution 1292 Amending Resolution 1248 Fees and Utility Rates for Water and Wastewater Service.

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

- B. Ratify Resolution 1293 allowing Fireworks after the Lander Old Timer's Rodeo July 4, 2023

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

- C. Approve Resolution 1294 amending the workers' compensation section of the City of Lander Personnel Manual.

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

- D. Approve Resolution 1295 Authorizing the Submission of An Application for Federal Funding Through the Transportation Alternatives Program Administered by the Wyoming Department of Transportation for City of Lander for the Purposes of The Gannett Peak Cost Overruns Project

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

- E. Approve Resolution 1296 Amending Building Inspector Job Description

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

- F. Approve Rick Bestul and Khrysten Lutz as new appointments to the LIFT Committee

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

- G. Authorize the Mayor to sign a new hangar lease for David and Samuel Rodgers for hangar 405 at Hunt Field Airport.

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

- H. Authorize the Mayor to sign a new hangar lease for Bert Womack for hangar number 404 at Hunt Field Airport.

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

- I. Authorize the Mayor to sign an updated hangar lease for David and Jennifer Rodgers for hangar 500 at Hunt Field Airport.

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

- J. Authorize the Mayor to sign Notice to Proceed for the LND 2023 Pavement Maintenance Project ALN004A

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

8. ADJOURNMENT

Motion made by Councilmember White, Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, D Hahn, J Hahn, Stuble, Cox, White and Mayor Richardson. Motion passed unanimously. There being no further business to come before the Council, the meeting was adjourned at 6:53 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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



CITY OF LANDER - REGULAR CITY COUNCIL MEETING

Tuesday, June 13, 2023 at 6:00 PM
City Council Chambers, 240 Lincoln Street

MINUTES

1. CALL TO ORDER Mayor Richardson called the meeting to order and led the Pledge of Allegiance at 6:00 PM.

Roll Call: COUNCILMEMBERS PRESENT John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White, and Mayor Monte Richardson. Declaration of a quorum.

STAFF MEMBERS PRESENT Assistant Mayor RaJean Strube-Fossen, Assistant Public Works Director Hunter Roseberry, Chief of Police Scott Peters, Airport & Fire Hall Facilities Manager Chris Johnson, City Clerk Rachelle Fontaine

2. APPROVAL OF AGENDA

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

3. PUBLIC HEARING CITY OF LANDER FY 2023-2024 BUDGET

A. Open hearing- City of Lander Budget FY 2023-2024 opened at 6:02 PM

B. Introduced and read by City Clerk Rachelle Fontaine

C. Public Comment- No council concerns on the budget. Councilmember Stuble commented that this budget reflects the Council's Strategic plan. Councilmember White thanked Charri and staff for work well done. No Public comment.

D. Closed hearing at 6:05 PM

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

Karen Weitzel commented that there have been accusations from the PRIDE group which she states are not true. Concerned for the young citizens at such an open event and cited state statutes to uphold her concerns.

Joan Jones commented on her Christian beliefs and the destructiveness to the LGBTQ community's individual lives. Also concerned for exposure to our youth citizens.

Analise shared that she is appreciative of the proclamation. Wind River Pride members felt harassed from last year's 4th of July float, and they are considering not having one this year.

Ari Kamil also expressed her appreciation for the proclamation and the local support in the meeting. Feels like pride events are a safe community space in lieu of the rest of town.

Fia Vincent is a member of the pride community, and it means a lot to her in her adult life that there are safe community events to participate in.

Debra East has been here since 1978 and appreciates that she had the opportunity to come out in Lander and be supported in the community. She feels that sometimes laws keep us from communicating civilly.

Amy Skinner is thankful for the proclamation and those in the LGBTQ community that have shown her love and respect.

Joseph Fountain is in support of the anti-discrimination proclamation. He feels we as a community are stronger when we tolerate and acknowledge our differences.

Kirby DeSpain- Thanked the council for the proclamation as Riverton City Government has not made that effort. She stressed teaching kindness and respect for all individuals including her family.

The Mayor closed the session stating that the City is a non-partisan government and the proclamation does not support any one community but is for non-discrimination for all. He stresses treating all citizens of Lander with respect and dignity.

5. JUNE 2023 ANTI-DISCRIMINATION MONTH PROCLAMATION read by Council President Cox

6. MAYOR AND COUNCIL UPDATES

Councilmember Stuble – Stated that the Lander Art District Street Fair was a success. Farmers Market is also a success at their new 3rd Street location. The EE Task Force is looking for volunteers for a local monitoring project. She is committed to working with the community to achieve equality for all.

Council President Cox – Attended WAM and reported on financial and other education opportunities with other municipalities. She stated that the Brewfest was a success and appreciated the good law enforcement coverage.

Councilmember White – Senior Center made \$15k at their fundraiser. They are always looking for volunteers for the July 4th pancake breakfast. Missy warned people about water/sewer line insurance. Good Samaritan meal is willing to allow the Water Master plan adoption flyers. Water sewer line companies are legit.

Councilmember Dan Hahn – Thanked staff for trying to keep up on potholes.

Councilmember Larsen – Thankful for the public comments tonight. He complimented the City crews on the preparation of the Rodeo Grounds and grading alleys.

Mayor Monte Richardson – At WAM Councilmembers Member White, Member Cox and Mayor all met the financial education requirements set forth by the state.

7. STAFF REPORTS

Chief Peters – Brewfest had a concurrent DUI Task Force event with only a few DUI citations. WRTA gave over 150 safe rides this year. He reported 7 citizen dog bites and 1 Police bite over the last two weeks. Councilmembers inquired if there are escalating fines for repeat dog offenses. The Chief responded “no”. The Police Department will be monitoring loose and dangerous dogs even though there is no strict leash law. One officer was injured in an arrest.

Assistant Mayor RaJean Strube Fossen – Staff is working on a TAP grant for Gannett Peak Safe Routes construction overruns, SS4A grant with Fremont County initiatives, CDBG for increased access to the Popo Agie River Park. applications. HRI is working on two river cleanup events with the Parks Staff. Councilwoman Member Cox mentioned a growing concern for ADA compliant parks/playground equipment. RaJean reported that there is a loosely organized group working with Anne Even and Parks and Rec staff.

Assistant Public Works Director Hunter Roseberry – Crews are diligently working to get ready for the 4th.

8. CONSENT AGENDA

- A. Approval of Regular Council Meeting Minutes May 9, 2023
- B. Approval of Work Session Meeting Minutes May 23, 2023
- C. Approval of Regular Council Meeting Minutes May 23, 2023
- D. Approval of Bills and Claims

EMPLOYEE REIMBURSEMENTS TRAVEL 332,ERDMAN COMPANY PROJECT COST - ASSISTED LIVING 80000,WATER REFUNDS WATER REFUNDS 192.47,COMMUNITY CENTER REFUNDS 300,COMMUNITY CENTER REFUNDS 300,CENTRAL BANK & TRUST POSTAGE 490.55,"WALLER, TECIA" COMMUNITY CENTER MAINTENANCE 1500,BLACK HILLS ENERGY GAS 7774.95,ROCKY MOUNTAIN POWER ELECTRICITY 8515.72,CENTURY LINK TELEPHONE & INTERNET 770.97,CITY OF RIVERTON AIR TRANSPORTATION 141000,COMMUNITY CENTER REFUNDS 300,WATER REFUNDS WATER REFUNDS 50.29,MISC ONE TIME VENDOR DUES 262.5,CENTRAL BANK & TRUST TRAVEL 408.68,CITY SERVICE VALCON FUEL 34037.88,WATER REFUNDS WATER REFUNDS 175.59,WATER REFUNDS WATER REFUNDS 144.12,WATER REFUNDS WATER REFUNDS 143.05,WATER REFUNDS WATER REFUNDS 62.51,CENTRAL BANK & TRUST OPERATIONS AND MAINTENANCE 747.21,BLACK HILLS ENERGY GAS 4197.36,MASTERCARD SPECIAL PROGRAM 252.6,MASTERCARD TURF & GROUNDS MAINTENANCE 1096.97,MASTERCARD TRAINING 391.58,MASTERCARD TRAINING -391.58,MASTERCARD TRAINING 147,MASTERCARD SUPPLIES 845.31,MASTERCARD TRAINING 299.98,ALSCO LINENS 285.48,ALSCO LINENS 280.5,ALSCO LINENS 211.3,ALSCO LINENS 193.28,71 CONSTRUCTION CO STREET REPAIRS 17988.84,APPLE VALLEY SCHOOL ECONOMIC DEVELP PROJECTS 890.25,CEMETERY DITCH CO DUES 1692,AMERICAN AED LLC SUPPLIES 5389,B & T FIRE EXTINGUISHERS SUPPLIES 342,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,CENTURY LINK TELEPHONE & INTERNET 769.28,BARGREEN/ELLINGSON SUPPLIES 579.62,EDLUND CONSTRUCTION LLC BUILDING MAINTENANCE 2500,COWBOY SUPPLY HOUSE SUPPLIES 90.55,COWBOY SUPPLY HOUSE SUPPLIES 87.13,COWBOY SUPPLY HOUSE SUPPLIES 1650,COWBOY SUPPLY HOUSE SUPPLIES 103.67,COWBOY SUPPLY HOUSE SUPPLIES 38.24,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 480,CROSSING THE THRESHOLD LLC ECONOMIC DEVELP PROJECTS 2350,BERNARD PLUMBING EQUIPMENT REPAIR/LEASE PAYMENT 95,BERNARD PLUMBING EQUIPMENT REPAIR/LEASE PAYMENT 150,BADGER METER INC METER REPLACEMENT 9865.7,BADGER METER INC METER REPLACEMENT 291.96,CENTRAL WYOMING CLIMBERS ALLIANCE ECONOMIC DEVELP PROJECTS 520.4,FASTENAL SHOP SUPPLIES 54.97,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 39941.8,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 1747,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 11334.8,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 696,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 210,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 33.9,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 107785.7,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 6415,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 356,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 220.05,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 550.52,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 10926.5,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 209.73,FAIRFIELD TREE AND LAWN CARE MAIN STREET TREES/LANDSCAPING 1350,FLYING PHOENIX INTERSTATE DISPLAY GRP SUPPLIES 10000,FLEX SHARE BENEFITS FLEX SHARE FEES 247.65,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 58.6,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 36.2,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 182.2,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 16.2,FREMONT CO SOLID WASTE DISPOS TIRES 28.2,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 167.93,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 1406.65,MASTERCARD SUPPLIES 25.99,MASTERCARD TRASH COLLECTION 2197.72,MASTERCARD SUPPLIES 2039,MASTERCARD PROF. & TECHNICAL SERVICE 630,MASTERCARD TELEPHONE 1311.12,MASTERCARD MEETING EXPENSE 39.92,MASTERCARD TRAVEL 49.29,MASTERCARD SUPPLIES 455.76,MASTERCARD SUPPLIES 1124.16,MASTERCARD PROFESSIONALS 199,MASTERCARD SUPPLIES 80,MASTERCARD TRAVEL 349.49,MASTERCARD SUPPLIES 2874.4,MASTERCARD SUPPLIES 90.04,MASTERCARD POSTAGE 27.45,MASTERCARD POSTAGE 14.55,MASTERCARD SUPPLIES 96.89,MASTERCARD BLDG GROUNDS MAINTENANCE 268.1,MASTERCARD BLDG

GROUNDS MAINTENANCE 222.68,MASTERCARD BLDG GROUNDS MAINTENANCE 33.8,MASTERCARD SUPPLIES/TOOLS & EQUIP 121.9,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 4570,MASTERCARD TRAVEL 22.26,MASTERCARD PROF AND CONSULTING 19.35,MASTERCARD OPERATION/ MAINTENANCE STREETS 338.59,MASTERCARD OPERATION/ MAINTENANCE STREETS 161.4,MASTERCARD OPERATION/ MAINTENANCE STREETS 16.86,MASTERCARD OPERATION/ MAINTENANCE STREETS 28.76,MASTERCARD OPERATION/ MAINTENANCE STREETS 5.36,MASTERCARD OPERATION/ MAINTENANCE STREETS 119.42,MASTERCARD OPERATION/ MAINTENANCE STREETS 49.43,MASTERCARD OPERATIONS AND MAINTENANCE 22.99,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD OPERATIONS AND MAINTENANCE 8.09,MASTERCARD TRAVEL 340,MASTERCARD OPERATIONS AND MAINTENANCE 3.59,MASTERCARD OPERATIONS AND MAINTENANCE 3.16,MASTERCARD WW LAB/TESTING 319,MASTERCARD WW LAB/TESTING 254,MASTERCARD WATER SAMPLES TESTING 105,MASTERCARD OPERATIONS AND MAINTENANCE 108.25,MASTERCARD WATER SAMPLES TESTING 125,MASTERCARD OPERATIONS AND MAINTENANCE 79.98,MASTERCARD TRAVEL 30.79,MASTERCARD TUITION & REGISTRATION 100,MASTERCARD REC. EQUIPMENT 1482.8,MASTERCARD TOOLS & SHOP SUPPLIES 22.99,MASTERCARD TOOLS & SHOP SUPPLIES -25.99,MASTERCARD OPERATIONS AND MAINTENANCE 41.71,MASTERCARD OPERATIONS AND MAINTENANCE 8.33,MASTERCARD WW-OPERATIONS & MAINTENANCE 14.16,MASTERCARD OPERATIONS AND MAINTENANCE 73.58,MASTERCARD WW-OPERATIONS & MAINTENANCE 24.99,MASTERCARD OPERATIONS AND MAINTENANCE 19.99,MASTERCARD OPERATIONS AND MAINTENANCE 397.85,MASTERCARD URBAN FOREST COUNCIL 55,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 47.97,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 302.66,MASTERCARD TUITION & REGISTRATION 719.04,MASTERCARD FUND EQUIPMENT REPLACEMENT 315.58,MASTERCARD DUES 44,MASTERCARD UNIFORMS 231.24,MASTERCARD TRAVEL 476,MASTERCARD OPERATIONS AND MAINTENANCE 9.95,MASTERCARD OPERATIONS AND MAINTENANCE 47.11,MASTERCARD SUPPLIES 119.97,MASTERCARD SUPPLIES 74.97,MASTERCARD OPERATIONS AND MAINTENANCE 52.18,MASTERCARD OPERATIONS AND MAINTENANCE 1841.4,MASTERCARD OPERATIONS AND MAINTENANCE 3900.7,MASTERCARD SUPPLIES 129.55,MASTERCARD OPERATIONS AND MAINTENANCE 21,MASTERCARD TRAVEL 20.19,MASTERCARD OPERATIONS AND MAINTENANCE 50.95,MASTERCARD SUPPLIES 45.17,MASTERCARD VEHICLE REPAIR 52.89,MASTERCARD VEHICLE REPAIR 5.64,MASTERCARD VEHICLE REPAIR 804.16,MASTERCARD VEHICLE REPAIR 1036.54,MASTERCARD VEHICLE REPAIR 35.07,MASTERCARD SUPPLIES 104.85,MASTERCARD WW-OPERATIONS & MAINTENANCE 16.38,MASTERCARD WW-OPERATIONS & MAINTENANCE 27.97,MASTERCARD TRAVEL 98,MASTERCARD WW-OPERATIONS & MAINTENANCE 80,MASTERCARD TRAVEL 100.45,MASTERCARD TRAVEL 52.19,MASTERCARD SUPPLIES 7.48,MASTERCARD TUITION & REGISTRATION 1160,MASTERCARD TUITION & REGISTRATION - 80,MASTERCARD TRAVEL 196,MASTERCARD EMPLOYEE BENEFIT 14.96,MASTERCARD EMPLOYEE BENEFIT 18.99,MASTERCARD POSTAGE 9.65,MASTERCARD TUITION & REGISTRATION 270,MASTERCARD ADVERTISING 540.8,MASTERCARD ADVERTISING 216,MASTERCARD ADVERTISING 154.7,MASTERCARD ADVERTISING 126,MASTERCARD ADVERTISING 61.75,MASTERCARD ADVERTISING 42.9,MASTERCARD ADVERTISING 34.45,MASTERCARD ADVERTISING 26,MASTERCARD SUPPLIES 100.43,MASTERCARD SUPPLIES 29.67,MASTERCARD BUILDING MAINTENANCE 44.01,MASTERCARD BUILDING MAINTENANCE 169.8,MASTERCARD FIRE EQUIPMENT MAINTENANCE 59.89,MASTERCARD TRAINING 300,MASTERCARD SUPPLIES 1814,MASTERCARD TRAINING 50,MASTERCARD FIRE EQUIPMENT MAINTENANCE 465.83,MASTERCARD FIRE EQUIPMENT MAINTENANCE 2782.04,MASTERCARD SUPPLIES 16.46,MASTERCARD TUITION & REGISTRATION 588.2,MASTERCARD SUPPLIES 165,MASTERCARD SUPPLIES 140.51,MASTERCARD BUILDING MAINTENANCE 69.44,MASTERCARD SUPPLIES 82.81,MASTERCARD BUILDING MAINTENANCE 138.85,MASTERCARD SUPPLIES 17.34,MASTERCARD TRAINING 230,MASTERCARD SUPPLIES 119.67,MASTERCARD BUILDING MAINTENANCE 376.75,MASTERCARD FIRE EQUIPMENT MAINTENANCE 193.65,MASTERCARD FIRE EQUIPMENT MAINTENANCE 52.98,MASTERCARD EMPLOYEE BENEFIT 1206.7,MASTERCARD COMMUNITY DEVELOPMENT 220,MASTERCARD SUPPLIES 70.95,MASTERCARD COMMUNITY DEVELOPMENT 75.92,MASTERCARD TRAINING 278.91,MASTERCARD SUPPLIES 39.94,MASTERCARD SUPPLIES 21.63,MASTERCARD SUPPLIES 22.99,MASTERCARD SUPPLIES 54.17,MASTERCARD COMMUNITY CENTER MAINTENANCE 272.58,MASTERCARD COMMUNITY CENTER MAINTENANCE 312.72,MASTERCARD TELEPHONE & INTERNET 1164.65,MASTERCARD TRAVEL 50.79,MASTERCARD TELEPHONE & INTERNET 1748.9,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD PROF. & TECHNICAL SERVICE 688.7,MASTERCARD TELEPHONE & INTERNET 907.2,MASTERCARD SUPPLIES 65,MASTERCARD REPAIRS 61.16,MASTERCARD REPAIRS 27.79,MASTERCARD SUPPLIES 511.68,MASTERCARD SUPPLIES 17.08,MASTERCARD FUEL 75.68,MASTERCARD SUPPLIES 322.06,MASTERCARD SUPPLIES 10.79,MASTERCARD POSTAGE 11.1,MASTERCARD POSTAGE 29.05,MASTERCARD REPAIR AND MAINTENANCE SERVICE 95,MASTERCARD REPAIR AND MAINTENANCE SERVICE 327.27,MASTERCARD SUPPLIES 12.98,MASTERCARD POSTAGE 5.55,MASTERCARD SUPPLIES 20,MASTERCARD SUPPLIES 549.99,MASTERCARD SUPPLIES 136.99,MASTERCARD VEHICLE REPAIR 309.68,MASTERCARD VEHICLE REPAIR 5114.4,MASTERCARD VEHICLE REPAIR 1377,MASTERCARD TUITION & REGISTRATION 340,MASTERCARD SUPPLIES 11.91,MASTERCARD SUPPLIES 182.37,MASTERCARD SUPPLIES 419.99,MASTERCARD TUITION & REGISTRATION 230,LOZIER TERESA BUILDING MAINTENANCE 950,INQUIREHIRE EMPLOYEE SCREENING 160.5,INQUIREHIRE EMPLOYEE SCREENING 174.5,HDR ENGINEERING INC PROF AND CONSULTING 2531.5,HDR ENGINEERING INC PROF AND CONSULTING 10847.5,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 19435.05,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 13383.75,HDR ENGINEERING INC PROF AND CONSULTING 12206.25,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 3373.75,HDR ENGINEERING INC MISC SMALL STREET REPAIRS 31000,PERFECT POWER INC BUILDING MAINTENANCE 2650.39,PERFECT POWER INC MISC SMALL STREET REPAIRS 1682.02,HONNEN EQUIPMENT CO VEHICLE REPAIR 1155.98,HONNEN EQUIPMENT CO VEHICLE REPAIR 168.48,MIDLAND IMPLEMENT CO VEHICLE REPAIR 212.16,MIDLAND IMPLEMENT CO VEHICLE REPAIR 241.92,ROCKY MOUNTAIN PRE-MIX GRAVEL 334.18,ROCKY MOUNTAIN PRE-MIX GRAVEL 1170.73,ROCKY MOUNTAIN PRE-MIX GRAVEL 1143.78,ROCKY MOUNTAIN PRE-MIX GRAVEL 2107.61,ROCKY MOUNTAIN PRE-MIX GRAVEL 876.6,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 42.19,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 1200,SHERWIN WILLIAMS OPERATION/ MAINTENANCE STREETS 3276.3,WORKWISE EMPLOYEE SCREENING 192,NORCO INC SHOP SUPPLIES 68.4,CARQUEST SHOP SUPPLIES 19.31,LAWSON PRODUCTS SHOP SUPPLIES 1327.95,STRIKE CONSULTING GROUP PROF AND CONSULTING 3657.5,STRIKE CONSULTING GROUP PROF AND CONSULTING 1748.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 543.75,NAPA VEHICLE REPAIR 13.36,NAPA VEHICLE REPAIR 308.12,NAPA VEHICLE REPAIR 74.9,NAPA SHOP SUPPLIES 74.9,NAPA SHOP SUPPLIES 6.74,NAPA VEHICLE REPAIR 23.1,NAPA VEHICLE REPAIR 304.65,NAPA VEHICLE REPAIR 4.88,NAPA SHOP SUPPLIES 12.58,NAPA VEHICLE REPAIR 91.07,NAPA VEHICLE REPAIR 159.03,NAPA VEHICLE REPAIR 135.2,NAPA SHOP SUPPLIES 35.06,NAPA VEHICLE REPAIR 24.46,NAPA VEHICLE REPAIR 139.88,NAPA VEHICLE REPAIR 22.4,NAPA VEHICLE REPAIR 143.2,NAPA VEHICLE

REPAIR 297.34,NAPA VEHICLE REPAIR 9.41,NAPA FUEL 65.84,NAPA VEHICLE REPAIR 56.94,NAPA VEHICLE REPAIR 138.48,NAPA VEHICLE REPAIR 4.64,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 457.5,"WALLER, TECIA" COMMUNITY CENTER MAINTENANCE 3500,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 3615,HACH COMPANY OPERATIONS AND MAINTENANCE 69.15,HACH COMPANY OPERATIONS AND MAINTENANCE 227.55,HACH COMPANY OPERATIONS AND MAINTENANCE 1235.91,LOCAL GOVERNMENT LIABILITY POOL INSURANCE/OVERHEAD 700,WYOMING ASSN. OF MUN. TUITION & REGISTRATION 64,SWEETWATER AIRE BUILDING MAINTENANCE 3138,SWEETWATER AIRE BUILDING MAINTENANCE 8525,WSFA - MUTUAL AID STATE MEET. ASSN. 1242.5,MES ROCKY MOUNTAINS UNIFORMS 495,US ARMY CORPS OF ENGINEERS OMAHA STUDY 25000,"SUMMIT WEST CPA GROUP, P.C." PROFESSIONAL FEES 680,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18232.83,FREMONT COUNTY TREASURER PRISONER CARE 3410,SCOTT MORRIS ECONOMIC DEVELP PROJECTS 22.14,WYDOT - FINANCIAL SERVICES FUEL 8010.56,REWORX PROF. & TECHNICAL SERVICE 5520,WIND RIVER RADIO NETWORK ADVERTISING 9,WIND RIVER RADIO NETWORK ADVERTISING 200,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 3700,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 2827.5,THATCHER COMPANY CHLORINE 9449.97,THATCHER COMPANY CHEMICAL FEED SUPPLIES 8744.36,T-O ENGINEERS SEAL COAT & MARK 5614.8,T-O ENGINEERS NEW ASSET 3321.29,T-O ENGINEERS NEW ASSET 9259.25,WYOGLASS LLC VEHICLE REPAIR 519.84,MOTOROLA SOLUTIONS INC NEW ASSETS 29585.44,RIVERTON RANGER INC NEW ASSET 370.5,WHITING LAW PC PROFESSIONALS 470,NOLS REC. EQUIPMENT 534.09,OPEN LOCK MASONRY COMMUNITY CENTER MAINTENANCE 384.13,TYLER TECHNOLOGIES SUPPLIES 250,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 2342.12,TAYLOR DITCH CO. IRRIGATION SYSTEM REPAIR 134

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

9. NEW BUSINESS (ACTION ITEMS)

- A. Approve Resolution 1286 Repealing Resolution 1183 and Updating City of Lander Procurement Policies for Contracted Services, Public Construction Projects and Vehicle Purchases

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

- B. Approve Resolution 1287 Appropriations and Adopt the City of Lander Budget FY 2023-2024

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

- C. Approve Resolution 1288 A Resolution Authorizing Open Containers on July 4, 2023, throughout the City of Lander on Independence Day from 9:00 AM to 12:00 midnight

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

- D. Authorize Mayor to sign Settlement and Mutual Release Agreement

Clerk Fontaine stated that Attorney Phillips wanted to remind Council that the documents are confidential. Motion made by Councilmember Larsen, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, D Hahn, J Hahn, Stuble, Cox, White and Mayor Richardson. Motion passed unanimously.

- E. Approve Job Description for Part-Time Filing Clerk

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

- F. Authorize the Mayor to sign Groathouse Construction, Inc Change Order No. 8 for the Maven Outdoors Headquarters project increasing the contract sum in the amount of \$4,817.00.

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

- G. Approve Resolution 1291 A Resolution Exempting Blocks One Through Four of Main Street from the Open Container Provisions Of City Ordinance 2-2-12

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

- H. Accept Jim Corbett's resignation from Housing Authority Board

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

- I. Authorize the Mayor to sign the Memorandum of Agreement on NOTAM Manager System Between the Aeronautical Services AJM-336 of the Federal Aviation Administration (FAA) and Lander Hunt Field LND.

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

- J. Approve LIFT committee recommendations for funding requests, specifically, WYO-131 Gravel Grinder – Award amount = \$7,500 (less than 50% of total project cost), Lander Presents –Award amount = \$3,750 (less than 50% of total project cost), The Lander Garage –Award amount = \$67,500 (less than 50% of total project cost), Waveform Healthcare Education, LLC –Award amount = \$9,525 (more than 50% of total project cost), CDS Expansion –Award amount = \$53,278 (less than 50% of total project cost).

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

10. OLD BUSINESS (ACTION ITEMS)

A. Approve Resolution 1285 The City of Lander Fee Schedule 2023-23 Amending Resolution 1249

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

B. Approve Resolution 1289 Building Department Fee Schedule

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

11. ADJOURNMENT

Motion made by Council President Cox, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, D Hahn, J Hahn, Stuble, Cox, White and Mayor Richardson. Motion passed unanimously. Being no further business to come before the Council, the meeting was adjourned at 8:07 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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



CITY OF LANDER - CITY COUNCIL WORK SESSION MEETING

Tuesday, June 27, 2023, at 6:00 PM
City Council Chambers, 240 Lincoln Street

MINUTES

1. CALL TO ORDER Mayor Richardson led the Pledge of Allegiance at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. STAFF PRESENT: Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, Community Development Coordinator Ann Even, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

2. MAYOR AND COUNCIL UPDATE

Councilmember Larsen commented that council needs to discuss and evaluate the City Park camping. He provided an update on the Chamber, the Challenge for Charities and Brewfest.

Councilmember White commented on the number of vehicles camped at city park. She discussed housing opportunities and provided an update on the Good Samaritan Meals and the first Lander Presents concert.

Councilmember D Hahn would like a city park discussion scheduled soon.

Council President Cox stated that the camping in city park discussion needs to occur. She commented on the on the number events in Lander and encouraged everyone to branch out and attend new events. She provided an update on FCSD# 1 and the Community Services Block Grant. Flood mitigation activities need to be readdressed. Lastly, she commented on the HRA that each city employee, including council members, have as a benefit.

Councilmember Stuble provided an update on the Popo Agie Conservation District and potential E.coli in the river.

Councilmember J Hahn inquired about Sinks Canyon Camp. Clerk Fontaine answered that a variety of factors were in play, from lower than usual enrollment, a change over the years in requirements and insurance for some of the activities, as well as staff who had a change in plans and were then unavailable. Hopefully this year can be used to address these changes and challenges and provide a successful camp next year. Councilmember J Hahn commented he joined the City Council to be the voice for the and in previous meetings he has been interrupted and been shut down. He believes this is disrespectful and council members should be allowed to speak.

Mayor Richardson thanked the firemen and reminded the public there is a fire department pancake breakfast on July 1 and a Senior Center one on July 4th.

3. STAFF REPORTS

Community Development Coordinator Anne Even Fireworks provided an update on the fireworks show that was canceled and discussed the press release that went out today.

Public Works Director Lance Hopkin provided an update disconnected waterlines, water tank project which are waiting on materials ordered over the winter. The Lincoln Street Project is expected to be put out of bid soon. The mosquito program is starting with the city perimeter to eliminate breeding spots.

Assistant Mayor RaJean Strube Fossen provided an update on the Safe Streets for All grant opportunity as well as the Table Mountain Living Community project.

City Treasurer Charri Lara provided a budget update. Assessed valuations were more than anticipated. She discussed the current SLIB loans and applications the city could make and bundle projects together

and receive an interest rate reduction and potential partial forgiveness.

City Clerk Rachelle Fontaine thanked council for complying with public records request reminded council that email text messages Facebook pages are all subject to public records requests.

4. NEW BUSINESS (NON-ACTION ITEMS)

A. Eric Andrews presentation concerning LIFT program changes

Eric Andrews presentation concerning LIFT program changes. The scoring rubric seems to be working. He presented potential changes that could include: an award cap, if an application does not score at least 50%, the applicant would not be eligible to receive funding, reward applicants for smaller asks by funding a higher percentage of the project, LEDA recommends utilizing \$25,000 quarterly toward an operating budget for advertising and a salaried position to attend all meetings, take on projects that they can't do now and write grants. A lengthy discussion between council ensued as to capping the government requests, lengthening the current process timeline, transparency and voting on individual awards.

B. Discussion concerning proposed Resolution 1292 Water and Utility Rate Changes. The Water Master Plan proposes a rate increase 7% through 2031. General discussion about fees, rates and expansion.

C. Discussion concerning updating the workers' compensation section in the policy manual.

D. Discussion concerning Gannett Peak Safe Routes to Schools WYDOt TAP Grant CD215510
Discussion concerning Gannett Peak Safe Routes to Schools WYDOt TAP Grant CD215510 and update.

5. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 8:13 PM.

The City of Lander

ATTEST:

By: _____

Monte Richardson,

City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
ALSCO	Community Center Linens	204.31
ALSCO	Community Center Linens	149.20
ALSCO	Community Center Linens	34.00
Total ALSCO (917):		387.51
APEX SURVEYING INC	Easement surveys and plat preparation for TML	3,592.00
Total APEX SURVEYING INC (1238):		3,592.00
B & T FIRE EXTINGUISHERS	Fire extinguishers	48.00
Total B & T FIRE EXTINGUISHERS (43):		48.00
BERNARD PLUMBING	Golf Course Pump House Plumbing Work	2,056.39
Total BERNARD PLUMBING (1067):		2,056.39
BLUE360 MEDIA	WYOMING CRIMINAL & TRAFFIC LAW BOOK	87.75
Total BLUE360 MEDIA (1177):		87.75
CASELLE INC	Annual Renewal software	12,300.50
CASELLE INC	Annual Renewal software	12,300.50
Total CASELLE INC (86):		24,601.00
CENTURY LINK	Phone June 2023	79.86
CENTURY LINK	Phone June 2023	159.37
CENTURY LINK	Phone June 2023	348.03
CENTURY LINK	Phone June 2023	99.40
CENTURY LINK	Phone June 2023	99.40
Total CENTURY LINK (99):		786.06
CITY PLUMBING & HEATING INC	Water Heater - City Hall	4,813.81
Total CITY PLUMBING & HEATING INC (105):		4,813.81
CONNOR, ADAM	1/2 Recipient	8,015.79
Total CONNOR, ADAM (1373):		8,015.79
DANA KEPNER CO	over sized fittings	1,741.04
Total DANA KEPNER CO (133):		1,741.04
DRUG TESTING SERVICES LLC	employee testing	395.00
DRUG TESTING SERVICES LLC	employee screening	155.00
Total DRUG TESTING SERVICES LLC (148):		550.00
ECONO SIGNS	Signs	742.70

Total ECONO SIGNS (1159):		742.70
ERDMAN COMPANY	Value Engineering architectural fees per contrac	80,000.00
Total ERDMAN COMPANY (1282):		80,000.00
FERGUSON ENTERPRISES INC	pipe fittings	991.00
FERGUSON ENTERPRISES INC	New Air Vac valve for raw water line	406.60
FERGUSON ENTERPRISES INC	curb stops and boxes	1,055.33
FERGUSON ENTERPRISES INC	Mega flanges for effluent meter install	7,758.88
Total FERGUSON ENTERPRISES INC (553):		10,211.81
FLEX SHARE BENEFITS	Fund HRA 2024	53,000.00
FLEX SHARE BENEFITS	Admin Fee June 2023	243.20
FLEX SHARE BENEFITS	HRA - Finlayson	1,000.00
Total FLEX SHARE BENEFITS (173):		54,243.20
FREMONT CO SOLID WASTE DISPOS	Event CleanUp 2023	2,000.00
FREMONT CO SOLID WASTE DISPOS	trash	32.20
FREMONT CO SOLID WASTE DISPOS	trash	24.20
FREMONT CO SOLID WASTE DISPOS	6-20, 6-27, 6-28,6-30, trash runs for parks	119.40
Total FREMONT CO SOLID WASTE DISPOS (183):		2,175.80
FREMONT COUNTY TREASURER	Dispatch-Police & Fire	17,697.25
FREMONT COUNTY TREASURER	Dispatch-Police & Fire	535.58
FREMONT COUNTY TREASURER	JAIL BILL	2,365.00
Total FREMONT COUNTY TREASURER (190):		20,597.83
FRONT RANGE FIRE APPARATUS LTD	Rocker Switch	27.03
Total FRONT RANGE FIRE APPARATUS LTD (196):		27.03
GEOTEC INDUSTRIAL SUPPLY	casing for river flow data by sewer discharge	3,450.00
Total GEOTEC INDUSTRIAL SUPPLY (1386):		3,450.00
HDR ENGINEERING INC	Tank and Pump Station Engineering	2,607.50
Total HDR ENGINEERING INC (994):		2,607.50
HEIL ELECTRIC	New light fixtures and led bulbs in process area	16,836.00
Total HEIL ELECTRIC (1080):		16,836.00
HUFF SANITATION INC	Portable Toilets 5..25.2023 - Cemetery	200.00
Total HUFF SANITATION INC (239):		200.00
INQUIREHIRE	employee screening	170.15
INQUIREHIRE	employee screening	64.20
Total INQUIREHIRE (1087):		234.35
JEFFREY QUILLEN	Coverage Hours for Court Office	440.00

		440.00
Total JEFFREY QUILLEN (1335):		
L N CURTIS & SONS	Wildland boots	252.59
L N CURTIS & SONS	replacement Pike pole	93.00
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Total L N CURTIS & SONS (276):		345.59
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LANDER ONE SHOT CLUB	Dues	140.00
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Total LANDER ONE SHOT CLUB (294):		140.00
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LANDER RECYCLE LLC	Recycling Collection - April to June 2023	90.00
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Total LANDER RECYCLE LLC (1355):		90.00
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LANDER SENIOR CITIZENS CENTER	Senior Center Maintenance	3,560.40
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Total LANDER SENIOR CITIZENS CENTER (296):		3,560.40
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LOCAL GOVERNMENT LIABILITY POOL	Insurance - Annual 2024	13,726.00
LOCAL GOVERNMENT LIABILITY POOL	Insurance - Annual 2024	13,726.00
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Total LOCAL GOVERNMENT LIABILITY POOL (316):		27,452.00
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LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
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Total LOZIER, TERESA (995):		950.00
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MASA	Womack, Even, Peters	684.00
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Total MASA (1167):		684.00
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MASTERCARD	retirement plaque for kevin johnson	94.91
MASTERCARD	Stapler for Danielle's Desk	14.39
MASTERCARD	Minute book, stapler for front office	251.36
MASTERCARD	Table Mountain Living Community - yearly doma	40.00
MASTERCARD	Gift Certificates for compliance checks	270.00
MASTERCARD	ICC B2 building inspector test	230.00
MASTERCARD	Table Mountain Living Community yearly websit	168.00
MASTERCARD	2021 IFC Essentials Class online	165.00
MASTERCARD	Fire Inspector 1 Test 2nd try	230.00
MASTERCARD	bi-annual pesticides for City Hall and Communit	550.00
MASTERCARD	Welding Supplies	909.28
MASTERCARD	comp tablet	169.00
MASTERCARD	irrigation supplies	121.71
MASTERCARD	NFPA Subscription	175.00
MASTERCARD	NFPA Link for NFPA Codes	103.49
MASTERCARD	Bolts, and Flanged housings	63.90
MASTERCARD	Wiring harness kit for trailer controls	62.95
MASTERCARD	Whiteboard & Related Supplies	172.98
MASTERCARD	office and PPE	58.28
MASTERCARD	pipe cutters	85.32
MASTERCARD	welding gloves	35.97
MASTERCARD	clamps for ladder on wt-2	52.36
MASTERCARD	hand soap	35.64
MASTERCARD	Locking file cabinet	75.28
MASTERCARD	NAS Hard Drives for Sewer Videos	1,119.96
MASTERCARD	locating paint and flags	173.89

MASTERCARD	Inspection Tags for Electrical	174.57
MASTERCARD	New AED Batteries for Public Works and WTP	439.84
MASTERCARD	locating paint	88.92
MASTERCARD	Water Bills May 2023	691.31
MASTERCARD	Signs	86.00
MASTERCARD	graphic display mounting kits for compressor vf	183.10
MASTERCARD	Fire truck pump testing	2,318.00
MASTERCARD	Mosquito Sprayer	10,265.84
MASTERCARD	AWS for Stacker	20.00
MASTERCARD	Supplies	80.00
MASTERCARD	Terminal block for papi lights	19.67
MASTERCARD	2 car wash brushes for Patrol cars	40.98
MASTERCARD	Toner	50.89
MASTERCARD	Temp Pipe for Water Line Replacements	22,669.09
MASTERCARD	Final hookup of the Main Power Switch to Scad	233.05
MASTERCARD	Registration for lead and copper rule course	19.45
MASTERCARD	cupcakes for Kevin Johnson's retirement	196.00
MASTERCARD	Registration for Overview, Rules, & Regulations	19.45
MASTERCARD	Troubleshooting filter 1 backwash to waste valv	676.48
MASTERCARD	Replacement of junction box and burnt out shun	661.35
MASTERCARD	Power and control wiring for watson marlow che	1,736.00
MASTERCARD	Fiber May 2023	449.50
MASTERCARD	Fiber May 2023	449.50
MASTERCARD	Banner string	10.79
MASTERCARD	Grass seed	130.00
MASTERCARD	Lab testing supplies	258.43
MASTERCARD	Fuel - St. George - CPFIM Training	63.51
MASTERCARD	Lab testing supplies	42.95
MASTERCARD	Lodging for training	280.24
MASTERCARD	Prof fees	199.00
MASTERCARD	Banner string	12.65
MASTERCARD	oil for blowers	69.25
MASTERCARD	oil and filters for blowers	2,091.37
MASTERCARD	Meeting	31.07
MASTERCARD	Pens, sharpie, toner, grabbers	143.00
MASTERCARD	Spectrum/Charter Phone April 2023	11.59
MASTERCARD	Spectrum/Charter Phone April 2023	113.15
MASTERCARD	Spectrum/Charter Phone April 2023	129.98
MASTERCARD	Spectrum/Charter Phone April 2023	129.99
MASTERCARD	Spectrum/Charter Phone April 2023	129.99
MASTERCARD	Spectrum/Charter Phone April 2023	129.99
MASTERCARD	Spectrum/Charter Phone April 2023	129.99
MASTERCARD	Spectrum/Charter Phone April 2023	129.99
MASTERCARD	Spectrum/Charter Phone April 2023	259.98
MASTERCARD	Welder cover to keep in good condition	249.00
MASTERCARD	Travel	481.49
MASTERCARD	Toner & supplies court	190.18
MASTERCARD	corn hole boards and use at own risk signs bike	80.00
MASTERCARD	corn hole boards and use at own risk signs bike	144.00
MASTERCARD	Brooms, Exhaust parts, and filters.	2,407.55
MASTERCARD	Trash services	140.57
MASTERCARD	Trash services	147.20
MASTERCARD	Trash services	1,749.26
MASTERCARD	Trash	26.60
MASTERCARD	Scissor Lift Rental for Repair and Cleaning	170.00
MASTERCARD	Google Workspace May2023	603.63
MASTERCARD	Google Workspace May2023	603.64
MASTERCARD	Supplies	40.00
MASTERCARD	fuel	48.22
MASTERCARD	Fuel	65.03

MASTERCARD	Publications	205.40
MASTERCARD	Publications	2,301.05
MASTERCARD	DUI Blood kits to WCL x2	11.10
MASTERCARD	framed permit #1	113.32
MASTERCARD	degreaser and fiber kit	130.96
MASTERCARD	Trash	140.57
MASTERCARD	Trash	147.20
MASTERCARD	Trash	1,814.84
MASTERCARD	Phones	25.76
MASTERCARD	meeting supplies	53.51
MASTERCARD	Phones	113.90
MASTERCARD	Phones	197.88
MASTERCARD	Phones	204.43
MASTERCARD	Phones	290.15
MASTERCARD	Fittings to fix the Compartment Door	2.59
MASTERCARD	Helmet Shields for firefighters	150.10
MASTERCARD	Weed spray and keys for drill field	40.90
MASTERCARD	May 2023 First set of BacT samples	75.00
MASTERCARD	Supplies - LCCC	81.07
MASTERCARD	Travel	35.00
MASTERCARD	fasteners for T1	8.75
MASTERCARD	Travel	30.00
MASTERCARD	May 2023 2nd set of BacT samples	60.00
MASTERCARD	soccer goals, walkie talkies, tball bat and balls	380.84
MASTERCARD	Wastewater BOD Sampling	569.00
MASTERCARD	mutt mitts quant 4	614.91
MASTERCARD	cleaning supplies and batteries, broom	37.77
MASTERCARD	May Wastewater testing	316.00
MASTERCARD	Annual water testing	1,846.00
MASTERCARD	Batteries	16.17
MASTERCARD	disposable gloves AA batteries	50.01
MASTERCARD	mower, string trimmer, parts	899.09
MASTERCARD	May Wastewater testing	319.00
MASTERCARD	May 23 Wastewater testing	319.00
MASTERCARD	June Wastewater Samples	319.00
MASTERCARD	Backup Internet for the WT Plant	108.25
MASTERCARD	Certified Mail for Unsafe Building	4.78
MASTERCARD	Credit after the fact - fuel purchase - Laramie	1.13-
MASTERCARD	June 2023 1st set of BacT samples	90.00
MASTERCARD	Fuel	65.98
MASTERCARD	Drinks for Kevin's Retirement Luncheon	53.74
MASTERCARD	Landscaping pins and sawzall blades	42.28
MASTERCARD	Snap rings for front gate repair	7.20
MASTERCARD	Spring for Glock handgun	23.20
MASTERCARD	Carpet cleaner and odor killer for MOUSE POO	28.16
MASTERCARD	sprinkler head tools	28.97
MASTERCARD	Bags of concrete	49.50
MASTERCARD	fly traps and 12v pump for hooking up neighbor	83.26
MASTERCARD	Bobby testing paid with Lance's card	100.00
MASTERCARD	testing for Bobby with Lance's card	100.00
MASTERCARD	Night Vision	8,323.88
MASTERCARD	fasteners and car wash soap	23.34
MASTERCARD	lagoon staff gauges	250.85
MASTERCARD	Fuel - Loves#888 - Green River CPFIM Trainin	60.08
MASTERCARD	Annual Renewal	2,015.16
MASTERCARD	Annual Renewal	2,015.16
MASTERCARD	Community Center Cleaning Supplies	183.96
MASTERCARD	Lincoln PowerMIG 260 welder	3,899.00
MASTERCARD	Rental car fee refund	50.00-
MASTERCARD	Sew patches on shirts	70.00

MASTERCARD	Lopper and gloves	62.98
MASTERCARD	Caulk, boot guard	73.94
MASTERCARD	Drill, bits, bolts	208.37
MASTERCARD	compressor oil change supplies	33.48
MASTERCARD	batteries for pump at wlrc	15.99
MASTERCARD	Welding safety gear (gloves, caps, coats, etc.)	149.94
MASTERCARD	Lubricating spray and welding pliers	17.98
MASTERCARD	pliers, bit set	27.88
MASTERCARD	Water parts	25.95
MASTERCARD	glue	21.98
MASTERCARD	clamps and welding gloves	80.94
MASTERCARD	Tarps and stakes and flat nose shovels	101.53
MASTERCARD	trimmer string, cleaning supplies	58.95
MASTERCARD	Hitch pins	21.66
MASTERCARD	Railroad ties for landscaping project at plant. Ca	44.84
MASTERCARD	\$161.83 on my card for railroad ties/landscape ti	161.83
MASTERCARD	Fix golf course backhoe pin	9.29
MASTERCARD	Rubber and field boots for summer applicators.	315.97
MASTERCARD	drain pan for changing oil in new compressors	30.59
MASTERCARD	concrete mix for golf course headgate	100.24
MASTERCARD	2x4 for staff gauge on E pond	9.96
MASTERCARD	Toner - A&C	76.86
MASTERCARD	4x4 treated post	46.23
MASTERCARD	April E-coli testing	270.00
MASTERCARD	ecoli samples testing May	315.00
MASTERCARD	Reflective markers for taxiway	1,491.52
MASTERCARD	straws and ice cream for root beer floats for bria	11.81
MASTERCARD	Grease gun	299.99
MASTERCARD	Chain hook attachment	5.29
MASTERCARD	urinal repair replace hooks on the stage	93.64
MASTERCARD	4in 3034 pvc to put around curbstops in concret	9.76
MASTERCARD	Graphic display with keypad for compressor's vf	350.64
MASTERCARD	Supplies for mower oil change, 4 feet of chain	54.65
MASTERCARD	Air freshener, lysol spray, two water cans for chl	55.76
MASTERCARD	Deodorizer for truck that has mouse infestation	17.98
MASTERCARD	Grease gun and grease for plant	222.45
MASTERCARD	close out ticket plus volunteer supplies benches	348.28
MASTERCARD	Vonage May 2023	874.45
MASTERCARD	Vonage May 2023	874.45
MASTERCARD	Public Sector HR membership	420.00
MASTERCARD	Propane hoses and fitting	55.88
MASTERCARD	Pins	16.16
MASTERCARD	Peloton access weightroom	44.00
MASTERCARD	Manuals, blades, belts.	1,433.20
MASTERCARD	Oil	203.76
MASTERCARD	Fire hose groove gaskets, Cam handles.	30.44
MASTERCARD	inground trash can bags millen 3000 30 bag/roll	757.83
MASTERCARD	sealant, ir thermometer	135.86
MASTERCARD	things to build concrete around valve and curb s	150.80

Total MASTERCARD (327): 98,377.81

MISC ONE TIME VENDOR	FINAL PLAT REFUND	200.00
MISC ONE TIME VENDOR	CONTRACTOR PRORATION & RENEWAL RE	37.50
MISC ONE TIME VENDOR	COMPLIANCE CHECKS 5.27.2023	140.00
MISC ONE TIME VENDOR	camp canceled refund registration	75.00
MISC ONE TIME VENDOR	camp canceled, refund registration	100.00
MISC ONE TIME VENDOR	camp canceled, registration refund 3 waiver spo	135.00
MISC ONE TIME VENDOR	build/install shelving unit weightroom	306.71

		994.21
Total MISC ONE TIME VENDOR (342):		
MOTOROLA SOLUTIONS, INC	mobile radio mic replacement	170.00
MOTOROLA SOLUTIONS, INC	Vehicle radio charger	372.12
		542.12
Total MOTOROLA SOLUTIONS, INC (1173):		
MULLINS, STUART	payment to HS Basketball for summer basketba	1,575.00
		1,575.00
Total MULLINS, STUART (1316):		
NAPA AUTO PARTS - LANDER	Blower Motor	77.95
NAPA AUTO PARTS - LANDER	carb cleaner. engine cleaner	22.47
NAPA AUTO PARTS - LANDER	Brake pads	85.98
NAPA AUTO PARTS - LANDER	CV Axles	177.94
NAPA AUTO PARTS - LANDER	Brake pads and returned brake pads	70.33
NAPA AUTO PARTS - LANDER	Air filter	13.32
NAPA AUTO PARTS - LANDER	Core deposit credit.	33.00-
NAPA AUTO PARTS - LANDER	Vacume hose	4.62
NAPA AUTO PARTS - LANDER	sparkplugs	34.04
NAPA AUTO PARTS - LANDER	Filters	30.56
NAPA AUTO PARTS - LANDER	Fuel filter	3.18
NAPA AUTO PARTS - LANDER	Antifreeze and ATF	84.98
NAPA AUTO PARTS - LANDER	Brakes, rotors, CV axle and trans filter kit.	443.18
NAPA AUTO PARTS - LANDER	MAF sensor	178.92
NAPA AUTO PARTS - LANDER	80.00 core credit, RTV silicone	71.01-
NAPA AUTO PARTS - LANDER	Radiator cap	7.64
NAPA AUTO PARTS - LANDER	Filters	73.32
		1,204.42
Total NAPA AUTO PARTS - LANDER (353):		
NORCO INC	Cylinder Rental	68.40-
NORCO INC	CO2 & Argon Cylinders	105.47
NORCO INC	Canvas Cover	249.00
NORCO INC	Acetylene Cylinders	169.26
NORCO INC	Cylinder Rental	70.68
		526.01
Total NORCO INC (364):		
OFFICE OF STATE LANDS & INVEST	Loan payment	66,000.00
OFFICE OF STATE LANDS & INVEST	Loan Payment	132,000.00
		198,000.00
Total OFFICE OF STATE LANDS & INVEST (372):		
PERFECT POWER INC	Golf Course Electrical Work	2,146.08
		2,146.08
Total PERFECT POWER INC (762):		
RAMAKER & ASSOCIATES	New sections added	450.00
		450.00
Total RAMAKER & ASSOCIATES (419):		
REWORX	Building & Planning app &Applications & Permit	5,160.00
REWORX	Building & Planning app &Applications & Permit	5,160.00
		10,320.00
Total REWORX (1347):		
RIVERTON RANGER INC	publication fees	1,495.00

Total RIVERTON RANGER INC (505):		1,495.00
RIVERTON TIRE & OIL CO	Tires	584.00
Total RIVERTON TIRE & OIL CO (431):		584.00
SIMPLIFILE	document recording fees	45.75
SIMPLIFILE	recording fee	23.25
SIMPLIFILE	recording fee	23.25
SIMPLIFILE	recording fee	23.25-
Total SIMPLIFILE (1192):		69.00
STOTZ EQUIPMENT	Parts - Parks	326.96
STOTZ EQUIPMENT	Parts - Parks	512.80
STOTZ EQUIPMENT	Mower Repair partial pmt on ck53737	6,311.72
Total STOTZ EQUIPMENT (824):		7,151.48
STRIKE CONSULTING GROUP	Easement Mapping	978.75
Total STRIKE CONSULTING GROUP (1112):		978.75
TEAM LABORATORY CHEM LLC	bugs for sewer ponds	3,961.50
Total TEAM LABORATORY CHEM LLC (493):		3,961.50
TEGELER AND ASSOCIATES	Insurance 06/30/2024	47,691.00
TEGELER AND ASSOCIATES	Insurance 06/30/2024	47,691.00
TEGELER AND ASSOCIATES	Insurance 06/30/2024	9,721.00
Total TEGELER AND ASSOCIATES (933):		105,103.00
THATCHER COMPANY	Tanker of Aluminum Sulfate	8,779.12
THATCHER COMPANY	Pup of Caustic soda	11,401.84
Total THATCHER COMPANY (498):		20,180.96
TWEEDS WHOLESALE CO.	toilet paper 12 in and 9 in	165.32
Total TWEEDS WHOLESALE CO. (523):		165.32
VAN DIEST SUPPLY CO.	Milestone Herbicide - 4 Qts	280.00
VAN DIEST SUPPLY CO.	Quinstar Herbicide Four - 5lb containers; 5 gall	1,554.00
VAN DIEST SUPPLY CO.	Overdrive Herbicide - 7.5lb container	379.50
VAN DIEST SUPPLY CO.	35 Gallons Ranger Pro Glyphosate Herbicide -	866.25
VAN DIEST SUPPLY CO.	64 oz Escort XP Herbicide - White Top and Dal	316.80
VAN DIEST SUPPLY CO.	Credit for a double billing by Van Diest Supply C	697.60-
Total VAN DIEST SUPPLY CO. (542):		2,698.95
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		3,500.00
WATER REFUNDS	REFUND - WATER	75.94
Total WATER REFUNDS (552):		75.94

WESTERN LAW ASSOCIATES	Professional Services June2023	2,670.00
Total WESTERN LAW ASSOCIATES (559):		2,670.00
WHITING LAW PC	Public Defender June 2023	490.00
Total WHITING LAW PC (564):		490.00
WILLIAM H SMITH & ASSOC	Missed \$800 in this invoice the first time for Linc	800.00
WILLIAM H SMITH & ASSOC	Engineering on Lincoln Street	2,015.00
WILLIAM H SMITH & ASSOC	Engineering Baldwin Creek Road	1,935.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Road Engineering	1,987.50
WILLIAM H SMITH & ASSOC	Lincoln Street Engineering	2,827.50
WILLIAM H SMITH & ASSOC	Lincoln Street Engineering	8,580.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Road Engineering	2,070.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Road Engineering	5,075.00
Total WILLIAM H SMITH & ASSOC (1058):		25,290.00
WYDOT - FINANCIAL SERVICES	Fuel	2,245.59
WYDOT - FINANCIAL SERVICES	Fuel	390.17
WYDOT - FINANCIAL SERVICES	Fuel	1,122.79
WYDOT - FINANCIAL SERVICES	Fuel	1,122.79
Total WYDOT - FINANCIAL SERVICES (606):		4,881.34
WYOMING ASSN. OF MUN.	WAM	64.00
Total WYOMING ASSN. OF MUN. (599):		64.00
WYOMING RETIREMENT SYSTEM	Wy retirement for firefighters	618.75
WYOMING RETIREMENT SYSTEM	Firefighter retirement	618.75
Total WYOMING RETIREMENT SYSTEM (614):		1,237.50
Grand Totals:		770,859.95

Report GL Period Summary

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

RESOLUTION 1292

AMENDING RESOLUTION 1248

FEES AND UTILITY RATES FOR
WATER AND WASTEWATER SERVICE

A Resolution establishing fees for water and wastewater service as defined and authorized by Title 9 -2-4 of the Lander City Code.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER:

Section 1:

- (a) All consumer connections to the city water main and all water meters shall hereafter be made, at the expense of the consumer, in accordance with the following schedule of service charges according to the circumstances for the connection:

Line & Meter Size	Meter Fee ¹	Spuds & Flanges	Radio Read ²	Connection/Tap Fee In City	Connection/Tap Fee Out of City
3/4" line with 5/8" meter	Call for pricing	\$55	\$135	\$410	\$820
¾" line with ¾" meter	Call for pricing	\$55	\$135	\$410	\$820
1" line with 1" meter	Call for pricing	\$75	\$135	\$875	\$1,750
1 ½" line with 1 ½" meter	Call for pricing	\$220	\$135	\$1,015	\$2,030
2" line with 2" meter	Call for pricing	\$300	\$135	\$1,475	\$2,950
3" meter Turbo	Call for pricing			\$1,914	\$3,828
3" meter Compound	Call for pricing			\$1,914	\$3,828
3" meter Mag Meter	Call for pricing			\$1,914	\$3,828
4" meter Turbo	Call for pricing			\$2,500	\$5,000
4" meter Compound	Call for pricing			\$2,500	\$5,000
4" meter Mag Meter	Call for pricing			\$2,500	\$5,000
6" meter	Call for pricing			\$3,512	\$7,024
8" meter	Call for pricing			\$4,554	\$9,108

Installation. - The applicant shall be responsible for providing the following: one copper setting or other approved fitting in a horizontal position and one stop. The applicant shall also be responsible for acquiring a water meter from the city at the rate specified in this section and have the same installed by a plumber licensed under the Lander Municipal Code. After installation applicant shall notify the city and have the water meter inspected by the same for proper installations.

Certificate Required. - No permit shall be granted without the certification of the Superintendent of Public Works that the water line up to and including the meter connections complies with the provisions of this Title, including regulations, specifications, and standards

¹ Meter prices subject to change with industry pricing.

² Purchase and installation of radio read units is required on all new meter installations.

adopted by the Superintendent of Public Works and the International Plumbing Code as adopted by the City.

Section 2:

(a) Rates are effective August 1, 2023 – July 31, 2025.

Meter Size (inches)	Monthly Minimum Charge – Inside City	Monthly Minimum Charge – Outside City
5/8" Meter	\$40.15	\$60.22
3/4" Meter	\$42.87	\$64.31
1" Meter	\$49.80	\$74.70
1 1/2" Meter	\$69.58	\$104.35
2" Meter	\$97.27	\$145.91
3" Meter	\$176.40	\$264.61
4" Meter	\$287.19	\$430.78
6" Meter	\$603.73	\$905.57
8" Meter	\$603.73	\$1570.30

(b) Excess Water Charges for inside city limit users all meter sizes and outside city limit users with 5/8" meters. For water use in excess of the minimum water use included in the minimum charge, charges shall be assessed at the following:

- i. \$3.34 per 1,000 gallons over the allotted 4,000 gallons in city limits;

Excess Water Charges for outside city limit users with meters 3/4" to 8":

- ii. \$4.99 per 1,000 gallons over the allotted 4,000 gallons

Rural Water House Rates

- i. \$14.98 per 1,000 gallons. Rates are effective August 1, 2023- July 31, 2025

Snowbird Rate

- i. \$32.38 monthly

Section 3:

(a) The following rates are established and shall be charged and paid on a monthly basis for all sanitary sewer service from the municipal sanitary sewer system. Rates are effective August 1, 2023.

SEWER TAP FEES

Sewer Tap Size	Connection Fee Inside City	Connection Fee Outside City
4"	\$175.00	\$350.00
6"	\$225.00	\$450.00
7"	\$275.00	\$550.00
8"	\$325.00	\$650.00
9"	\$375.00	\$750.00
10"	\$425.00	\$850.00

SEWER UTILITY RATES

Minimum Charges

Water Meter Size (inches)	Monthly Minimum Charge Inside City	Monthly Minimum Charge Outside City
5/8"	\$19.28	\$22.25
3/4"	\$20.59	\$24.85
1"	\$23.91	\$31.50
1 1/2"	\$33.39	\$50.46
2"	\$46.68	\$77.02
3"	\$84.61	\$152.88
4"	\$137.72	\$259.10
6"	\$289.45	\$562.58
8"	\$501.89	\$987.45

- (b) Sewer Charges – Sewer charges will be \$2.37 per 1,000 gallons over the base of 2,000 gallons plus the minimum charge for sewer. Effective August 1, 2023.
- (c) The residential customer’s monthly sewage usage will be based upon the customer’s average water usage during the winter for **two** billing periods in the months of November, and December re-determined annually on or about January 1st.
- (d) Sewer service charges for other than residential customers are to be based upon the indicated water usage. In the event that any customer can show (by meter) that a portion of the metered water does not enter the sanitary sewer system, the customer(s) are to be charged for only that volume entering the sanitary sewers. The customer may be required to install a meter in his system to record the difference between sewage and non-sewage flows.
- (e) For those users who use wastewater, the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement will be determined after testing for BOD, SS and other pollutants.
- (f) Non-property Owner Deposit Required. – All water and sewer customers who do not own the real estate or a substantial equity therein, in connection with which such services are required, will be required by the city utility department to post a two hundred dollar (\$200.00) deposit as a guarantee of payment of their service account, which deposit shall be returned to such customers, without interest upon discontinuance of service and payment of their account in full. At each change in occupancy the property owner will submit a transfer form signed by both the tenant and the landlord.

In lieu of the above required deposit a property owner may sign an agreement with the City utility director guaranteeing payment for all water and sewer services furnished such property. In the event a property owner executes a guarantor’s agreement, as provided in the preceding section, period bills shall be addressed to property owners in care of tenants at the address to which services were furnished.

Delinquent Charges. - Monthly charges for water and sewer not paid within 20 days of the billing date are deemed delinquent and a delinquency charge of 10% of the unpaid amount will be charged at the close of business on the 20th of the month. In such circumstances, the City may shut off the water upon ten (10) days’ notice to the property owner and/or tenant by U.S. Postal Service or posting of the notice on the property. After shut off, water service shall be resumed only upon payment of the account balance, together with the sum of \$100.00 for the costs incurred in shutting the water off, sending notice and turning the water on.

- (g) Payment of Charges and Penalties. - The City shall submit monthly statements to the user of water and/or sewer. Should any user fail to pay the balance due and interest penalty within two months of the due date, or if the account should exceed \$200.00 in delinquency, the City may shut off the water upon ten (10) days’ notice to the property owner and/or tenant by U.S. Postal Service or posting of the notice on the property.
- (h) Payment Arrangements. The City Treasurer and/or the City Clerk, or their designee, at his or her discretion, may formulate payment arrangements with a utility user for delinquent accounts. The payment arrangements will require the user to pay their current bill plus delinquency payment and additional payments for two months. If the utility user fails to comply with any part of the payment arrangement, water service may be shut off immediately without further notice.
- (i) Disconnection. - Any permit holder may request that their meter be disconnected. Upon payment of a disconnect fee of \$40 and any accrued charges, the City shall remove the meter. Accrued charges shall be figured as all past due charges adjusted by a pro rate credit for the unused portion of the prepaid basic demand charge. The permit holder shall pay for any overage.
- (j) Reconnection. - Any service disconnected under City Code Section 9-5-2 may be reconnected upon payment of a reconnect fee of \$40 and the basic demand charge.
- (k) Transfer of Permit. - A water permit may be transferred to a new owner of the premises served upon payment of all accrued charges and a transfer fee of \$25.
- (l) Rural Water Fees – Fees for water from the Rural Water House will be \$15.05 for 1,000 gallons

- (m) The Mayor and City Council may allow running of water for residential customers and reduced rates for sewer in the event the City needs citizens to run water to keep the City water and sewer mains from freezing.
- (n) These rates and charges are established so that each user class pays its proportionate share of the costs of water and wastewater treatment services and the City Treasurer is directed to review the charge structure to assure that proportionality between user classes is maintained and to recommend modifications as appropriate every three years. Each user shall be notified by the City of rate changes.

PASSED, APPROVED AND ADOPTED the 11th day of July, 2023

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 July 11, 2023, 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



12 Financial Plan Development

12.1 Background of the Financial Plan

As part of the water master plan development, a financial plan was also developed. Five different capital planning/funding scenarios were considered. These are described in more detail in Appendix G. The discussion contained in this Chapter summarizes the financial plan for the preferred capital scenario.

This plan is intended to show future cash flows (both revenue and expenses) and to provide guidance on needed rate increases to fund the capital improvement plan developed. The City provided historical revenue and expense data for Fiscal Years (FY) 2021 and 2022 and prospective revenue and expense data for FY 2023. The expense data provided included a detailed budget for all departments associated with water and wastewater services. For departments that cover both utilities, it was generally assumed that 50% of the expenses are associated with the water utility. The City also provided the number of water customers by customer class, meter sizes for each customer, and the volume billed for each customer class over a full 12-month period. This information, and the developed CIP, was used to build a financial planning model for the water utility. This model forecasts future revenue and expenditures of the utility under varying assumptions including customer growth rates and varying levels and timing of capital improvement spending. The model provides projections for a 20-year period, or until 2042.

To develop a projection of revenues, the current FY23 water utility rates were entered, and the number of customers and volume billed in each customer class were used to calculate the revenue generated for each year of the 20-year period. In addition to rate revenues, the Water Utility also receives revenue from other miscellaneous sources including interest earnings, late charges and water transfer fees. No transfers in from the General Fund or other sources of revenue outside of the rate revenue were included. The financial model allows the water utility rates to be adjusted each year as a percentage increase. The total customer count can also be adjusted each year to reflect population growth and the collection rates can also be adjusted. It should be noted that the customer growth rate was set at 2.0% annually for all customers and the revenue generation was based on an assumed collection rate of 97%.

On the expenditures side, a 3% rate of inflation was assumed on all expenditures, including personnel, maintenance and supply costs. For the sequential CIP costs, a 3% rate of inflation was also assumed for all project costs. In general, some projects were assumed to be partially grant funded through WWDC grants, with the remaining portion of those projects being cash funded. Projects that were not eligible for grant funding are funded with only cash (no future debt issues are assumed in the scenario described below) It is important to understand that HDR is not acting as the City's municipal financial advisor, and all assumptions described above were for scenario comparison purposes and estimated rate impacts only.

12.2 Current Utility Assessment

As summarized above, data contained within the rate model to determine revenues and expenses was derived from data provided by the City. This section will provide a more detailed discussion and summary of that data.

Currently, the City charges the water demand charge (or the fixed portion of the monthly water bill) based on water meter size. This is the current best practice for charging water rates within the industry. For the volume portion of the bill, all customers are considered one customer class and charged the same rate per 1,000 gallons of usage over 4,000 gallons per month. All usage under 4,000 gallons per month is included in the demand charge. Many utilities will have separate customer classes for residential and



non-residential customers as it is sometimes appropriate to have a different volume rate structure for each customer class depending on their use characteristics. Likewise, many utilities will employ more tiers (normally around four) to help better capture the cost of providing water service to high water users.

The water utility currently appears to have a health fund balance with about 6-months of cash on hand. It was assumed the utility entered FY23 with a fund balance of about \$1.2 million. Total estimated expenses for FY23 are \$2,507,671 (\$2,052,029 in Operations and Maintenance Expense, \$301,143 in existing debt service expense, and \$154,500 for cash funded Capital Projects. No transfers to the General Fund are included in the water utility expenses. Total estimated revenue in FY23 is \$2,806,716 for a positive net revenue of \$299,045.

There is currently limited debt associated with the water utility, so the utility will have capacity to issue debt if needed in the future to fund capital programs, although no future debt issues have been included in this scenario. In the past, there has been limited spending on capital projects have mostly been paid for with cash with limited debt issues to fund larger projects. Over the past several years, the utility has been generally neutral with net revenues, meaning increased revenue (i.e. rate increases) will be needed if expenses increase, such as with an increased capital program.

12.3 Proposed Plan (Capital Cost, Distribution and Assignment; Use of Funding Mechanisms, Assumptions, Term/Rate Projections/Fund Summary, Tool Guidance)

As part of the master plan development, \$45.8 million of needed capital projects were identified. When inflated to their year of construction, this total becomes \$66.2 million (Table 1). Of this total, about \$44.8 million is modeled as being cash funded with the remaining portion being grant funded.

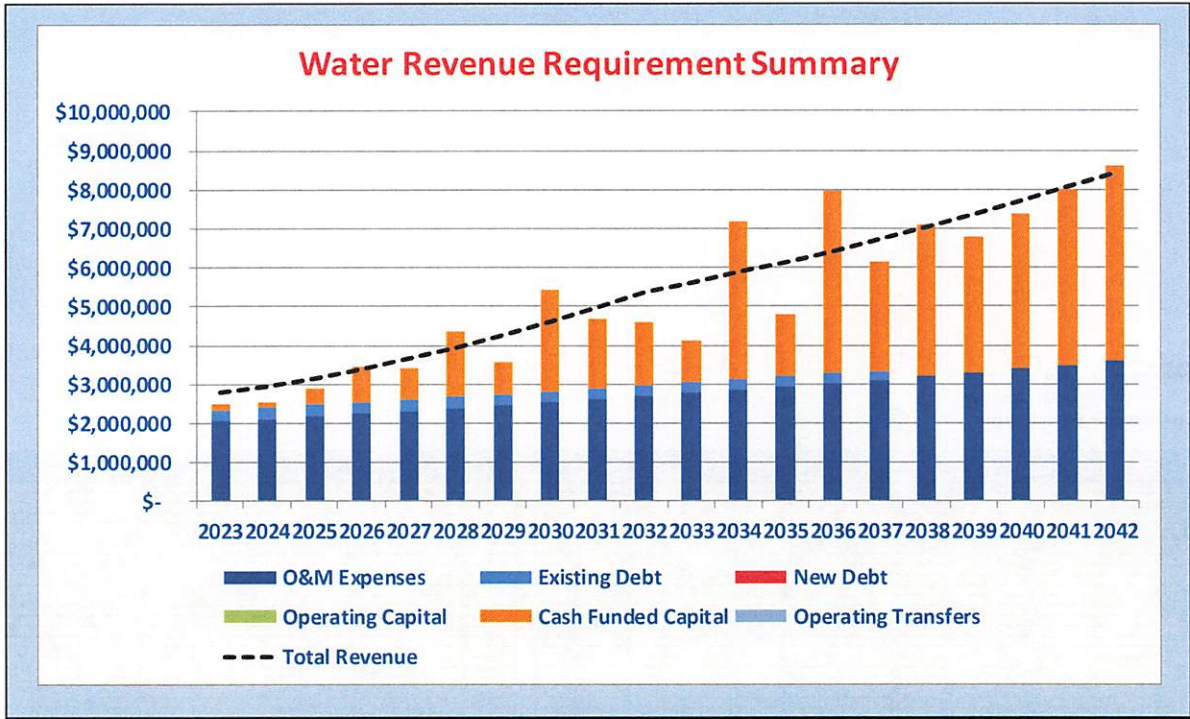


Figure 12-1 Water Revenue Requirement Summary

Due to the limited growth rate of the utility, most of the increased revenue needed will likely come from rate increases. As modeled, a 7% rate increase is assumed starting in 2023 and continuing through 2032. After this time period, a 3% rate increase has been modeled for the remaining years in the planning period (Figure 12-2).

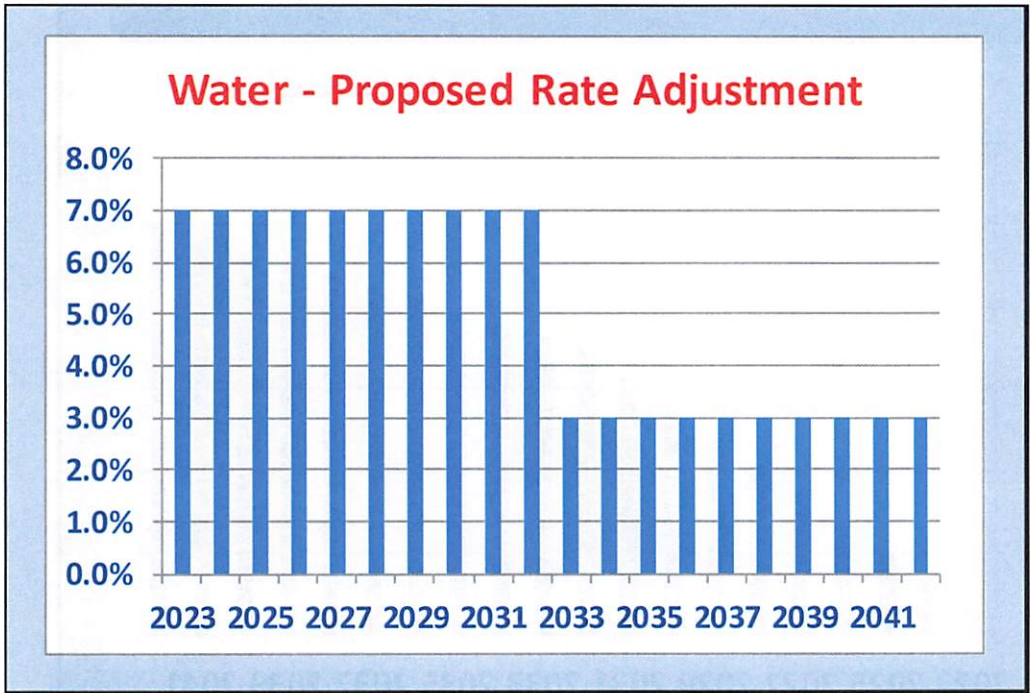


Figure 12-2 Proposed Rate Adjustments for Water Utility

The cumulative rate increase needed over the planning period to fund all projects and other expenses associated with the utility is 100% (Figure 3).

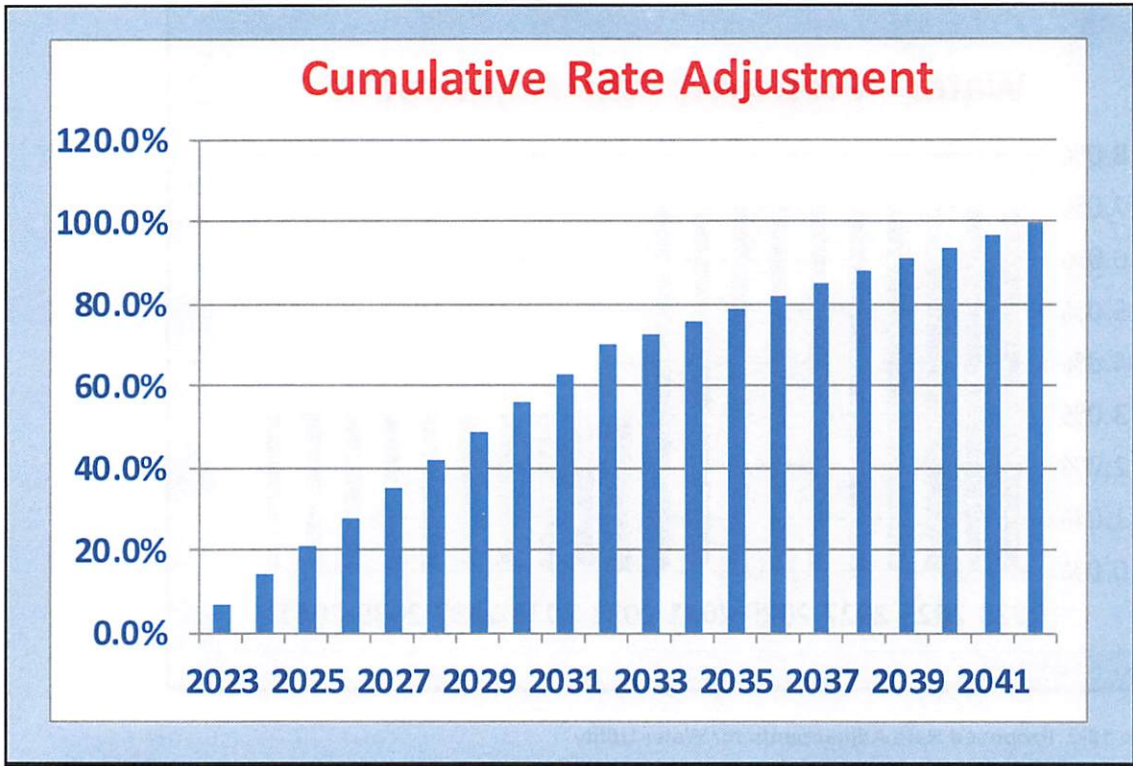


Figure 12-3 Cumulative Water Rate Increase

RESOLUTION 1293

A RESOLUTION ALLOWING FIREWORKS
AFTER THE LANDER OLD TIMER'S
RODEO JULY 4, 2023

WHEREAS, pursuant to section 7-8-3 of the Lander Municipal Code, the Mayor and City Council, may authorize by resolutions supervised public displays of fireworks

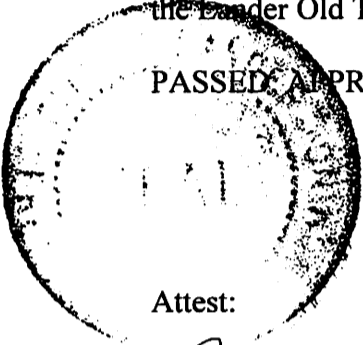
WHEREAS, the Governing Body feels that allowing fireworks after the Lander Old Timer's Rodeo on July 4, 2023, is in the best interest of the City of Lander

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, that the City Council hereby approves the use of Fireworks on July 4, 2023 after the Lander Old Timer's Rodeo.

PASSED, APPROVED AND ADOPTED THIS 30 day of June, 2023

The City of Lander
A Municipal Corporation

By: Monte Richardson
Monte Richardson, Mayor



Attest:

Rachelle Fontaine
Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on June 30, 2023 and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

Rachelle Fontaine
Rachelle Fontaine, City Clerk

RESOLUTION 1294

**A RESOLUTION AMENDING THE
CITY OF LANDER POLICY AND PROCEDURE MANUAL,
WORKERS COMPENSATION**

WHEREAS, pursuant to Section 12-3-6 of the Lander Municipal Code, the Mayor, subject to the approval of the Council, may establish regulations and policies concerning all city personnel; and

WHEREAS, the City of Lander has reviewed the proposed City of Lander Personnel Policy and found a need to amend the section of the policy pertaining to Workers Compensation; and

WHEREAS, the City employees will be given a copy of the Workers Compensation section in the City of Lander Personnel Policy to read:

Workers' Compensation

The City of Lander provides workers compensation insurance to compensate for any illness or injury an employee might suffer while working on company premises, traveling on official company business, or attending an activity officially sponsored by the City of Lander. If you become ill or injured, please get medical attention at once. Employees unable to work during this time period due to injury or illness will be placed on Family and Medical Leave if eligible.

Workers' Compensation may pay for: Hospital and medical bills from the date of the compensable injury, Temporary total disability (TTD) or temporary light duty, time lost from work as allowed by law, Permanent loss of body function, Artificial replacement as set by statute, Death benefits as set by statute.

Reporting: Each Office/Department/Division shall take responsibility for providing a safe work environment in order to help prevent injuries and ensure that the individual receives prompt medical attention should an injury occur in the workplace. It is the responsibility of all supervisors to investigate and report all on-the-job injuries or illnesses to Human Resources within 24 hours of the incident. Within 24 hours of notification, review with the individual the details of the incident to include: what the individual was doing when the injury occurred, what could have prevented the accident/ injury, and any other pertinent facts regarding the incident. Complete and sign the back section of the WC Injury Report Form and forward a copy to the Human Resources Department within 72 hours of the incident. Forms for these reports are available through the Human Resources Department or online through the Wyoming Department of Workforce Services. Notify Human Resources if the employee will miss any work. When feasible and necessary, provide modified or light duty to the employee to allow the employee to return to work as soon as possible.

Employee/Volunteer Responsibilities: Each employee is responsible for adhering to these policies and procedures and keeping their supervisor informed of their Workers' Compensation status. Report all on-the-job injuries or illnesses, no matter how slight, to their supervisor as soon as possible. Complete and sign the Wyoming Report of Injury form and submit to immediate supervisor for signature within 72 hours of the incident. Seek medical attention, if necessary, at the nearest medical facility; non-emergency injuries to an urgent care facility and critical or emergency medical needs to the hospital emergency room. Inform the medical facility/provider that the injury is job related, all claims should be filed through Workers' Compensation, and that he/she is employed by or a volunteer for the City of Lander. After treatment, if the employee is released to return to work, the employee must obtain a written release from the physician. This statement must include any work restrictions or physical limitations necessary. If the employee is not released to return to work, he/she must obtain a statement from the physician stating:

- a. That the employee is unable to return to work,

- b. . When the employee may be expected to return to work, and
- c. Any work restrictions or physical limitations which may be necessary.

All physician statements or fitness-for-duty forms must be provided to the employee's supervisor either prior to, or on the day the employee returns to duty, but in no case later than 24 hours.

An employee on workers' compensation leave will be entitled to receive the statutory benefits available under the Workers' Compensation Act of Wyoming, W.S. § 27- 14-207, et seq., and as may be determined by Workers' Compensation. Benefits may be reduced if it is determined that the injury or illness was not job related, that the injury was caused by a willful failure of an employee to use safety devices provided by the employer or willful failure to obey a reasonable safety rule adopted by the employer, or where the injury results from intoxication of the employee from drugs or alcohol. During leave for a workers' compensation injury or illness, employees, if they are capable, must keep their supervisors informed on at least a weekly basis of their medical status in regard to their ability to return to work. The City of Lander reserves the right to request periodic reports regarding the employee's medical status from the designated medical provider.

A workers' compensation claim does not preclude an employee from being separated from employment pursuant to the other provisions of this Policy Manual.

While recovering from an on-the-job injury, an employee may return to work on a temporary basis with a modified work schedule and/or with restricted duties as the case may allow. The City reserves the right to limit or deny return to work on a modified schedule or restricted duty. (Reference Light Duty Policy for details.)

Wage Replacement Payments and Payroll Procedures: An employee who sustains a compensable injury or illness and is unable to work after a waiting period of three (3) days is entitled to income benefits (TTD) which are calculated at a rate of two thirds (2/3) of the injured employee's actual monthly gross earnings at the time of injury, but shall not exceed the statewide average monthly wage. Employees who elect to receive Workers' Compensation benefits will receive wage replacement in the following manner:

- a. When an employee loses time on the date of injury due to seeking medical attention, supervisors should record the employee's time as sick leave hours with a notation of 'WC'.
- b. If an employee loses up to eight (8) consecutive days, the first three (3) days of absence shall be taken as paid sick leave. TTD payments are not allowed for the first three (3) days unless the incapacity extends beyond eight (8) consecutive days.
- c. If more than eight (8) days are lost, an employee may elect to receive Workers' Compensation benefit wages for all lost work days
- d. Following a doctor's declaration that an employee may return to full duty, any occasional absence from work related to the original injury will be charged to sick leave.

Supervisors are responsible for accurate timecard related reporting. The law requires that what is reported must be paid; not reporting time accurately may be considered falsifying an official document and therefore needs to be reviewed carefully.

Workers' Compensation and Other Benefits: When accessing Workers' Compensation benefits, the injured employee and supervisor must be aware of how the employee's status may impact other benefits and applicable policies. They include, but are not limited to, the following:

- a. Reporting Lost Time. Each time an employee is absent from work due to a WC injury, the employee must provide documentation from his health care provider to his supervisor
not less than every 30 days. This includes intermittent lost time.

b. Workers' Compensation and Family Medical Leave Act (FMLA). An employee who is off work on workers' compensation leave who also meets the eligibility requirements of the FMLA will have that time designated as FMLA leave. This time will count towards the 12-week FMLA entitlement. Insurance Benefits. If an employee exhausts FMLA or is not eligible for FMLA, and exhausts all leave accruals and allowable donations the employee is in 'leave without pay' status (LWOP).

c. Leave without pay (LWOP). When an employee reaches LWOP and is not protected under FMLA, they then are required to pay the City's Insurance premiums out- of-pocket to continue health benefits. In addition, all leave accruals, holiday pay, and contributions to the employee's health savings account and Wyoming Retirement Pension cease. Employees may elect to suspend their health insurance coverage; however, they will be subject to the eligibility waiting period upon returning to active status. If an employee elects to maintain coverage and fails to pay the premiums, all insurance will be canceled.

Supplementing WC Wage Replacement Payments: Upon receipt of the WC wage replacement check, an employee may opt to use available sick leave to supplement Workers' Compensation payments, but may not exceed the regular total gross earnings. To use accumulated sick leave for a Workers' Compensation injury, the employee must remit a copy of his/her Workers' Compensation check to Human Resources prior to receiving any accumulated leave payments. The difference between such benefits and the employee's regular gross earnings will be calculated and a sick leave deduction will be processed on the next payroll cycle. Employees are not obligated to use their accrued sick leave benefits to supplement the workers' compensation wage payments. Employees who have questions or disputes regarding Workers' Compensation benefits and payments should contact the Human Resources Department. Employees may also request a hearing with the Wyoming Workers' Compensation Division.

Light Duty: It is the intention of the City of Lander to return ill or injured employees, with appropriate medical release, to light duty on a temporary basis at the earliest possible opportunity. The City may make a written offer of temporary light duty work to an employee receiving temporary total disability benefits under Workers' Compensation. Workers' Compensation Act §27-14-404 (j) a.

a. Eligibility: An employee will be eligible for transitional or light duty based on: 1. the employee's medically determined physical limitations, 2. the availability of transitional or light duty positions or assignments, 3. the employee's vocational skills, additional abilities, and work experience, and 4. specific work force needs and fiscal responsibilities of the office, department, or division and the City. Unless unusual circumstances warrant, this period shall not exceed one (1) year cumulatively for any one injury and will be evaluated monthly for appropriateness by the Workers' Compensation Case Manager, Human Resources, and the employee's physician. City leave policies and benefit programs may be impacted.

b. Procedures: A light duty offer must be in writing and detail the proposed hours, starting date, and work requirements. The employee's doctor must certify that the work proposed for light duty will not harm the employee. If there is no light duty work available, then the employee is entitled to his/her full disability (TTD) until released back to full duty work. An employee who refuses a bona fide written offer of temporary light duty work shall have a reduction of TTD benefits unless the employee provides written proof to the Workers' Compensation Division of their inability to perform the light duty assignment. To participate the Employee shall sign Wyoming Worker's Safety and Compensation Division's Agreement of Temporary Light Duty/ Restricted Work form; Cooperate with the Physician's treatment plan and Temporary Light Duty program; Attend all appointments and therapy as directed by Physician; Work as scheduled. Supervisor's Responsibilities include: Work with Human Resources to develop a list of modified duty activities available within the office, department or division, if applicable; Provide employee with written light duty agreement which outlines modified schedule and/or task assignments; Orient employee to temporary light duty tasks; Report attendance, compliance, and tolerance of employee in the

Temporary Light Duty program to Human Resources; Identify and track time to timecards; and track time under FMLA if applicable. In the event that a subsequent medical evaluation indicates no possibility of future assignment to full duty, or in the event there is no longer light duty available for the employee, said employee may be required to return to workers' compensation status or be laid off. Upon an employee returning to full duty status after having been off duty due to a job related injury, a complete medical release statement or fitness-for-duty form will be required from the employee's physician.

Temporary light duty assignments may be drawn from a range of technical, administrative, and support areas that include, but are not limited to, the following: Administrative: Report review, special projects, research and compiling information, Clerical: Filing, data entry, answering phones, sorting mail; Technical: Design manuals, procedures, operational standards; perform repairs, troubleshoots issues; or conduct technical trainings, etc. Temporary light duty positions and/or assignments may be limited in number and variety. In the event that a light duty assignment causes undue hardship as a result of the reassignment from normally assigned shifts, the impacted employee is to notify the Supervisor in writing, to consider whether an alternative option is available.

Assignment to temporary light duty shall not affect an employee's pay classification, pay increases, promotions, or retirement benefits. ii. Employees on temporary light duty are prohibited from engaging in outside employment in which they may be reasonably expected to perform similar functions for which they have been determined medically unable to perform and that form the basis for their temporary light duty assignment. Depending on the nature and extent of the disability, a sworn officer on temporary light duty will not wear the departmental uniform, drive a county vehicle equipped with lights and siren, nor shall they be authorized to carry a weapon for the purposes of on-duty police functions and otherwise are limited in employing police powers as determined by the Chief.

If an employee refuses light duty for any reason other than to attend college, vocational retraining, general education development or other program designed to retrain the employee for employment in an occupation other than previously offered by the employer, temporary total di

sability benefits shall be reduced in accordance with the law. If there is no light duty work available, the employee is entitled to his/her full disability under Workers' Compensation TTD benefits, until released back to full duty.

Leave Compensation for Workman's Compensation absences: If an employee who is receiving Workers' Compensation benefits is determined by their physician to be unable to return to their regular position the employee may collect Workers' Compensation benefits. This benefit is administered through the Workers' Compensation Program and is the equivalent of two-thirds (2/3) of the employees' gross monthly income. The employee must utilize any eligible accrued benefit time or leave without pay for the remaining one-third (1/3) of their daily wage rate during the remainder of their injury leave. the employee may, during the period he or she is certified eligible for temporary total disability benefits:

- a.. Retain any accumulated sick leave, vacation hours, and receive only workers' compensation benefits or
- b.. Utilize his or her accumulated sick leave, vacation hours, in order to receive the difference between his or her regular pay and the amount paid by workers' compensation for temporary total disability benefits. Provided, however, that in no instance shall the combination of workers' compensation benefits, together with converted sick leave, vacation pay be greater than the injured worker's regular net monthly take home pay prior to his or her injury.

The City has the right to attend all Workers' Compensation job related physician appointments to ensure all restrictions are properly managed at the safety of the employee

and employer. It is the employee’s responsibility to notify Human Resources of said appointments and any changes in the appointment dates and/or times, in advance of such appointment.

The City may require a fitness for duty examination, at its own expense, performed by a physician of the City’s choosing to determine when the employee is capable of returning to work and if they will be capable of performing the duties of the position.

If appropriate, at the City’s option, the employee may be offered temporary restricted duty, if available, for up to ninety (90) calendar days. This timeframe may be extended in extenuating circumstances upon approval of the supervisor and the mayor. An injured employee must return to their regular position and be able to perform the essential functions of that position with or without reasonable accommodation within nine (9) calendar months of their injury. If the employee is unable to return to their regular position within nine (9) calendar months, the City may transfer the employee to a position for which they have the knowledge, skills and abilities to perform the essential functions of the position or terminate the employee. The City will follow an interactive communication process with the respective employees, if necessary. This decision will be made jointly by the Supervisor, Human Resources Department and City Administration.

CONTINUATION OF INSURANCE COVERAGE

Workers’ Compensation. An employee receiving Workers’ Compensation benefits shall continue to accrue annual leave and sick leave for up to six (6) calendar months after their injury. The City currently continues to pay for the employer’s portion of insurance premiums, provided that the employee continues to pay their share of premiums, if any. The employee must make arrangements with Payroll for the payment of their premiums while on Workers’ Compensation. After six (6) calendar months from the injury, medical and dental insurance coverage ceases unless employment has been extended. However, an employee whose employment has been terminated may be eligible for COBRA benefits.

COBRA Rights. Upon an employee’s separation from City employment or upon an unpaid leave of absence, and at the employee’s option and expense, the employee may be eligible to continue City health insurance benefits under COBRA regulations. An administrative handling fee over and above the cost of the insurance premium may be charged to the employee or their dependents that elect to exercise their COBRA continuation rights. The Human Resources Department will notify employees of their COBRA rights.

Separation, Retirement, Leave of Absence. For eligible employees who separate, retire or are on an approved leave of absence from the City, the City will pay the employer’s portion of the insurance premium for the month the employee is leaving, provided the employee is in a paid status for at least one working day of the month. In the case of Leave of Absence, if the employee is not on paid status, Family/Medical Leave or Workers’ Compensation for at least one working day of the month, the employee will be responsible for paying the employer’s and the employee’s portions of the insurance premium if they desire coverage for that month.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER adopted the amended Workers Compensation section in City of Lander Personnel Policy, a copy of which is located in the office of the City Clerk for public inspection.

PASSED, APPROVED AND ADOPTED the 11th day of JULY, 2023.

THE CITY OF LANDER,
A Municipal corporation

BY: _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander by a unanimous vote at a regular meeting held on July 11, 2023, and that the meeting was held according to law; all council members were present; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



City of Lander Grant Pre-Application

PRE-APPLICATION INFORMATION

City Department	Public Works
Grant Program	Transportation Alternatives Program (TAP)
Funding Agency	WYDOT
CDFA # or State ID	
Program/Project Name &/or Code	Gannett Peak CD21510 cost overruns
Department Head/Project Manager	Lance Hopkin, RSFossen
Purpose of Grant	Cover construction cost overruns for original phase 1 grant award
Strategic Objective Met	Safe Routes to Schools, 1st priority category
Requested Amount	\$986,341
Match amount	\$103,569
Total Amount	\$1,090,000
Is the project in the budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 1% designated funds
Are on-going expenses budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Application Deadline	Date: July 15, 2023 <i>July 15, 2023</i>
Council Authorization required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Reason: resolution form
Schedule for Council Agenda on	Date: June 20, or July 11, 2023
Legal Requirements	No. of Ads <input type="checkbox"/> Days between ads <input type="checkbox"/> Public Hearing Days in advance of Public Hearing
RSFossen 6/9/2023 _____ Date:	
Submitted by _____ Date:	
Authorization of Department Head/Project Manager _____ Date:	
City Authorization _____	



TAP Attachment J – Consultant Services Policy

CONSULTANT SERVICES POLICY

[City of Lander]

[June 20, or July 11, 2023]

SECTION I. INTRODUCTION

This policy establishes procedures of the [City of Lander] for the procurement, management, and administration of consultant services required for a project using federal or non-federal funds obtained through the Wyoming Department of Transportation (WYDOT). This policy and procedures will be followed when hiring consultants to supplement the [City of Lander] personnel or to provide other professional services that the [City of Lander] determines can be best completed by qualified private-sector firms.

Consultant, as used in this document, means engineering firms, architectural firms, survey firms, educational institutions, and other firms or individuals engaged in providing consulting or other professional services. *Subconsultant*, as used in this document, means an individual or firm contracted by the consultant to provide related services.

Simplified Acquisition Threshold (SAT), as used in this document, means the dollar amount at or below which a government entity may purchase services using small agreement/purchase methods. The SAT is currently \$250,000, but this threshold is periodically adjusted for inflation. (48 CFR 2.101)

Architectural and Engineering (A & E) services are defined to mean:

1. Professional services of an architectural or engineering nature, as defined by state statute, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide related services.
2. Professional services of an architectural or engineering nature, performed by consultant agreement, and associated with research, planning, development, design, construction, alteration, or repair of real property.
3. Professional services of an architectural or engineering nature, which a firm or individual within the engineering or architectural professions would perform, such as studies, investigations, survey and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

Architectural and Engineering services that directly lead to development of a construction project are defined and limited to:

1. Preparation of roadway/bridge contract documents including preliminary through final design, contract plans, specifications, and incorporated engineering drawings, details, and estimates.
2. Completion of surveys and mapping necessary for preparation of roadway/bridge contract documents.
3. Completion of architectural services directly leading to facility construction.
4. Completion of feasibility studies when used for project planning leading to project construction.
5. Construction project management including contract administration and construction engineering.
6. Completion of consultant services not clearly within (1) thru (5) above, which must be performed or approved in accordance with state law by a registered professional (i.e. engineer, land surveyor, architect, geologist, etc.).
7. The final cost of these services, including the original agreement cost and subsequent agreement modifications, must exceed the SAT.

SECTION II. CONSULTANT PROCUREMENT – GENERAL

Two methods for procuring consultant services are available for use depending on administrative controls which consider the estimated cost of the proposed services.

Consultant services with an estimated cost at or less than the SAT (Small Agreement) will be procured using a simplified procurement process presented in SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT.

Consultant services with an estimated cost exceeding the SAT (Large Agreement) will be procured using a formal request for proposal (RFP) process as presented in SECTION IV(B) – Large Agreement – Cost greater than the SAT.

SECTION III. CONSULTANT NEED AND OTHER SUPPORTING INFORMATION

The *[City of Lander]* will develop supporting information to establish the need for consultant services and identify the procurement method, selecting one of the procurement methods

outlined in SECTION IV – CONSULTANT PROCUREMENT PROCESSES. Supporting information should be tailored to the procurement method and include the following:

A. Small Agreement – Estimated Cost at or less than the SAT

Small agreements, developed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, should include the following supporting information:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within the *[City of Lander]* or that *[City of Lander]* personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.
5. A preliminary cost estimate.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).

B. Large Agreement – Cost greater than the SAT

Large agreements, developed consistent with SECTION IV(B) – Large Agreement – Cost greater than the SAT, require that consultant services be procured through a request for proposal. The supporting information for these services should include the following:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within the *[City of Lander]* or that *[City of Lander]* personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.

5. A preliminary cost estimate. See SECTION IV(B) – Large Agreement – Cost greater than the SAT.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).
7. Consultant selection by the selection committee. Selection committee members should be identified by name and title.
8. A listing of evaluation factors and weighting factors for the ranking and selection of a qualified consultant firm. The use of evaluation factors and weighting factors should be tailored to the procurement process; the number of evaluation factors can be limited and the use of weighting factors can be limited or eliminated. The selected factors should assess the consultant’s qualifications and competency, tailored to the proposed type/scope of work and any anticipated work types. Evaluation factors **may** consider:
 - a. Established expertise;
 - b. Related work experience in a responsible role;
 - c. Qualifications of the firm’s personnel;
 - d. Previous performance on *[City of Lander]* projects;
 - e. Project understanding/knowledge, including proposed approach to completing project work;
 - f. Workload capacity;
 - g. Ability to meet project schedule;
 - h. Specialized expertise or product delivery requirements (such as computer hardware or software);
 - i. Other evaluation factors relating to the specific project may be used.

Evaluation factors that cannot be used on federal funded A & E services include:

- a. Cost components – consultant fee proposal, direct salaries/wages, other direct costs, or indirect cost rates;

- b. In-state or local preferences.

Cost, as one evaluation factor, may be used on federal funded non-A & E services.

The selection committee should note that two specific non-qualification-based evaluation factors may be used, if appropriate, but together cannot exceed 10% of the total weighted evaluation. These two factors, directed to an individual proposed project, are:

- a. A local presence, where that presence will add value to the quality or efficiency of project delivery, but will still allow for the consideration of a sufficient number of qualified firms;
- b. The participation of qualified and WYDOT-certified Disadvantaged Business Enterprise (DBE) consultants or subconsultants. The *[City of Lander]* should coordinate with the WYDOT Civil Rights Office to obtain a current listing of DBE consultants.

The need/use of a consultant firm in a management role for the *[City of Lander]* will require approval by WYDOT and FHWA before consultant solicitation. (23 CFR 172.7(b)(5))

SECTION IV. CONSULTANT PROCUREMENT PROCESSES

Two methods for procuring consultant services are available for the *[City of Lander]* use. The use of each method is limited depending on the estimated cost of the proposed services; these administrative controls are presented as an introductory paragraph to each procurement method/agreement type.

A. Small Agreement – Estimated Cost at or less than the SAT

The use by the *[City of Lander]* of a small agreement is limited to consultant services with an estimated cost at or less than the SAT, including the original agreement cost and subsequent agreement modifications. Small agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL.

The *[City of Lander]* will make an informal consultant selection utilizing a consultant list obtained from WYDOT Engineering Services or a list generated by the *[City of Lander]*. A minimum of three consultants must be evaluated leading to a qualification-based

selection. The evaluation should use information available from the consultant's Statement of Interest, and if needed, that information can be supplemented with interviews, or written or oral discussion with each firm.

If less than three qualified consultants are available, the *[City of Lander]* will proceed with evaluation and selection when assured that the selected consultant has the minimum qualifications to complete the agreement type of services and has the experience necessary to satisfactorily perform the required services.

The basis for selection will be documented. The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.
2. The consultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to the *[City of Lander]* require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

After the consultant selection, the *[City of Lander]* shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

A detailed scope of work shall be prepared, often by the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The *[City of Lander]* will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

B. Large Agreement – Cost greater than the SAT

The use by the *[City of Lander]* of a large agreement is required for consultant services with an estimated cost greater than the SAT, including the original agreement cost and

subsequent agreement modifications. Large agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

When the *[City of Lander]* requires consultant services and proposes to use this large agreement, the following requirements apply.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL. For architectural and engineering services directly leading to construction, as defined in SECTION I – INTRODUCTION, the cost estimate must establish major elements of agreement costs: labor hours by work type and classifications of labor, direct salaries by labor classifications, other direct costs, anticipated indirect cost rates, and anticipated fixed fees (profit). This estimate will be used as the basis for negotiation. For all other services, the preliminary cost estimate can be less formal.

The *[City of Lander]* will direct the procurement process in coordination with the WYDOT Local Government Office and an appointed selection committee.

An early action will be to appoint participants to a selection committee. The committee should consist of at least three members, but generally not more than five members. The *[City of Lander]* should select committee members who can best evaluate consultant qualifications, but without previous experiences that could potentially influence their actions leading to a conflict of interest. Each committee member will ensure that he or she has no possible conflict of interest that may influence the evaluation, ranking, and selection process. If a conflict of interest may exist, the committee member will be excused from serving on the committee.

A pre-selection meeting will be conducted to establish the requirements of the RFP and the public announcement/advertisement to be used to assure that consultants have fair opportunity to be considered for award of the agreement.

The *[City of Lander]* may solicit project-specific letters of interest through a public announcement, public advertisement, or any other public forum or method (such as soliciting firms on a consultant list obtained from WYDOT Engineering Services) that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered. A minimum seven day announcement period is required.

The selection committee will determine a short list of firms from the respondents to the public announcement/advertisement to receive the RFP. If enough firms respond, a minimum of five firms should be short-listed.

Alternatively, the *[City of Lander]* may go directly to the RFP process and consider all the proposals submitted.

The RFP will include the following requirements and information to provide direction for the content of consultant proposals. The RFP requirements and information will not include any condition that would limit competition and the resulting number of proposals.

1. Detailed scope of work, including a preliminary project purpose and description.
2. Technical requirements: specific services; deliverables; applicable policies and guides; proposed standards, criteria, specifications, or contracting requirements; proposed schedule for completion of agreement work.
3. Evaluation and weighting factors to be used for the ranking and selection based on consultant competency and qualifications.
4. The anticipated schedule leading to consultant selection. The schedule should identify consultant submittal dates using a minimum of 14 calendar days from issuance of the RFP, but set to assure that interested firms have sufficient time to receive the RFP, and prepare and submit a proposal.
5. The type of agreement to be used and the basis for compensation.
6. Address potential discussions with interested firms after submittal of their proposal, if any, directed to clarification of technical requirements or approach, qualifications, or capability. Based on the size and complexity of the project, it may be beneficial to the selection committee to have one-on-one discussions with all or some of the qualified firms (minimum of three). The intent and structure of these discussions, if needed, should be outlined in the RFP.
7. Consultant proposal shall include additional submittals concerning proposed subconsultants.
8. Consultant cost proposals, if requested, should be included in a concealed format that is clearly separate from the technical proposal.

The RFP should provide an adequate number of consultant proposals. When three or more qualified firms respond, the *[City of Lander]* will proceed with consultant ranking and selection. If less than three firms respond, the *[City of Lander]* may proceed with ranking and selection of a qualified firm or may elect to re-distribute the RFP in an attempt to gain additional proposals. In the event the response to an RFP does not result in either qualified or competitive firms, the *[City of Lander]* may pursue other

contracting options, including non-competitive, to procure professional services. The *[City of Lander]* will coordinate with the WYDOT grant administrator prior to non-competitive selection of a consultant.

After receipt of consultant responses to the RFP, the final selection meeting will be held. The selection process will include a series of actions taken by the *[City of Lander]*.

1. Review RFP proposals to assure they are complete.
2. Distribute the supporting information outlined in SECTION III(B) – Large Agreement – Cost greater than the SAT, to include the RFP, all consultant proposals, and each consultant’s Letter of Interest, if applicable.
3. Assist the selection committee, as needed, to complete the evaluation, ranking, and selection process.
4. Notify, subsequent to consultant selection, all consultants responding to an RFP of the final ranking of the three most highly qualified consultants.
5. Properly dispose as necessary, subsequent to consultant selection, the concealed cost proposals of the unsuccessful consultant firms.
6. Retain documentation supporting the solicitation, RFP, proposals, evaluation, and selection of the consultant firm.

The selection committee completes the evaluation and selection process by using the supporting information for each evaluation factor and then developing an overall score and subsequent ranking. The committee must rank in order of preference at least the three most highly qualified firms, leading to final selection. If less than three qualified firms respond to the RFP and it is concluded that the responding firms represent those firms available to meet the requirements of the RFP, the evaluation and selection will be completed.

The selection committee may not use a consultant’s cost components – consultant fee proposal, direct salaries, direct costs, and indirect cost rates – as a factor in the evaluation, ranking, or selection process for federal funded A & E services. Federal funded non-A & E services may, or may not, use cost as an evaluation factor.

The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.
2. The consultant's and subconsultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to the *[City of Lander]* require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

During this process, an unqualified consultant firm may be dismissed from further consideration.

After the consultant selection, the *[City of Lander]* shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

The final scope of work may be refined through negotiations with the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The *[City of Lander]* will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

SECTION V. APPROVAL OF CONSULTANT

After the selection committee or the *[City of Lander]* authorized representative has completed the procurement process, the *[City of Lander]* shall submit, in writing, the selected consultant's name to the WYDOT grant administrator for approval. The WYDOT grant administrator's approval authorizes the process of negotiating the agreement with the selected consultant.

The WYDOT grant administrator will initiate a pre-negotiation audit, if necessary (see SECTION VII – PRE-NEGOTIATION AUDIT EVALUATION).

The *[City of Lander]* will maintain a correspondence file for each consultant services agreement documenting all aspects of the selection and approval process.

SECTION VI. AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT

Contractual requirements and the method of payment to direct and compensate the consultant will be established by agreement. An agreement type and basis for compensation will be selected as the need for consultant services is developed, as presented in SECTION III – CONSULTANT NEED AND OTHER SUPPORTING INFORMATION.

- A. Agreement Types.** An agreement type will be selected by the *[City of Lander]*.
 - 1. **Project Specific.** This will be used with a defined scope of work and the related consultant services when these services are directed to one or more specific projects.
 - 2. **Multi-Phase.** This can be used, similar to Project Specific, when the *[City of Lander]* determines that a consultant’s services should be divided into defined phases to gain better definition of the scope of work and related consultant services. Each phase would require a separate cost estimate.

- B. Basis for Compensation.** The method of payment to compensate the consultant will be specified in the agreement. It may establish a single method for all work or may be better administered with different methods for different elements of work.
 - 1. **Cost Plus Fixed Fee.** Cost reimbursement includes actual costs payable for direct labor and indirect labor (overhead) as established in the agreement, plus direct reimbursable expenses. Cost reimbursement also includes a negotiated fixed fee, established in the agreement, and is calculated to cover the consultant’s profit. Billing rates established in the agreement shall be used for all billings and a maximum amount payable will be established.

Cost plus percentage of cost and percentage of construction cost cannot be used as a basis for compensation.
 - 2. **Lump Sum.** May only be used when the scope of work and the duration of work can be accurately established, and an estimate of cost, including fixed fee, can be calculated with reasonable accuracy at the time of negotiation with the selected consultant.
 - 3. **Unit of Work.** May be used when a unit cost of work can be determined in advance with reasonable accuracy, but the extent of work is indefinite. Quantities and characteristics of each unit should be uniform, and a maximum amount payable will be established.

- 4. **Specific Rates for Compensation.** The specific rates for compensation will provide for reimbursement on the basis of direct labor hours at specified fixed hourly rates, including direct labor costs, indirect costs, and profit, plus any other direct expenses or costs. This method of payment will be used for those types of services and agreements that establish a maximum amount payable and provide the *[City of Lander]* direct control of the number of consultant labor hours and resultant cost.

Specific Rates may also be used when a consultant’s services are required to perform work that cannot be estimated for extent, duration, or cost.

Consistent with all consultant agreements, a *[City of Lander]* representative will monitor the consultant’s performance of services to include labor hours, and classification/pay rate of consultant employees used to perform agreement services.

- C. **Consultant Payments and Retainage:** Periodic progress payments will be made for work satisfactorily completed based on invoice submittals to the *[City of Lander]*.

All agreements shall include provisions that require the consultant to make prompt payment to subconsultants within 30 calendar days from receipt of payment from the *[City of Lander]* (49 CFR 26.29). These provisions will advise the consultant to be prepared, if requested, to provide documentation that payment has been made for work satisfactorily completed by a subconsultant. These provisions will also notify the consultant that failure to make prompt payment may be addressed by the *[City of Lander]* as presented in the written procedures in ATTACHMENT 2 – BREACH OF AGREEMENT.

The *[City of Lander]* may withhold retainage from payments, including final payment, if specified in the agreement.

SECTION VII. PRE-NEGOTIATION AUDIT EVALUATION

Pre-negotiation audits are generally performed on first-time consultants, consultants with outdated audits, or as required by WYDOT Internal Review Services. A risk assessment will be performed by WYDOT Internal Review Services to determine if an audit is required and, if so, the type of audit required. An audit report or comparable correspondence will be provided by WYDOT Internal Review Services to the *[City of Lander]* for use in negotiating the consultant agreement.

SECTION VIII. NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL

Approval of the selected consultant in accordance with SECTION V – APPROVAL OF CONSULTANT authorizes the process of negotiating the agreement and cost proposal with the selected consultant.

The *[City of Lander]* will work with the consultant to finalize the scope of work, if needed, and initiate negotiations with the consultant for a final cost proposal. A draft agreement, including the scope of work, is provided to the consultant with instructions for preparing the cost proposal. The consultant is advised at the beginning of negotiations that selection is subject to arriving at a satisfactory agreement for terms and fees, and that the *[City of Lander]* assumes no obligation to the consultant until the agreement is executed.

The consultant’s use of subconsultants is allowed only with written approval from the *[City of Lander]* of the proposed subconsultants. The consultant shall describe the work to be done by the subconsultant in the fee proposal, assure incorporation of required agreement provisions into the subconsultant agreement (SECTION IX – AGREEMENT PROVISIONS) and include a cost for the subconsultant’s proposed work. The *[City of Lander]* may request a detailed proposal for subconsultant work to include proposed labor rates and direct costs. The cost proposal and included rates will be evaluated for reasonableness. If the subconsultant has a WYDOT-approved audit or approved billing rates, those rates shall be used.

A consultant’s fee proposal will be compared to the cost estimate done by the *[City of Lander]*, including careful attention to proposal details. The consultant’s fixed fee (profit) will be negotiated separate from other negotiations.

The consultant’s or subconsultant’s proposed indirect cost rate shall be certified by each firm’s chief executive or financial officer as being allowable in accordance with federal cost principles. Each firm’s certification shall read as required by WYDOT Internal Review Services.

A consultant’s schedule for completing the work, if different from the schedule proposed by the *[City of Lander]*, will be reviewed to assure that the established duration of the agreement permits completing the work in a time frame acceptable to the *[City of Lander]*. When the consultant’s fee proposal and the duration of the agreement are acceptable, the agreement is finalized and executed.

If the consultant’s proposed fee or schedule varies substantially from the estimate or schedule of the *[City of Lander]*, the items of variance are identified and discussed to resolution. After agreeing on the agreement terms and fees, the consultant submits a final cost proposal.

The *[City of Lander]* will maintain documentation of the negotiation process.

If the selected consultant and the *[City of Lander]* cannot reach a satisfactory agreement, the *[City of Lander]* will cease negotiations and notify the consultant and the WYDOT grant administrator. The *[City of Lander]* will then initiate negotiations with the next highest ranked consultant or, at its option, initiate a new procurement process.

SECTION IX. AGREEMENT PROVISIONS

The *[City of Lander]* will determine the consultant agreement type, the basis for compensation, terms of the agreement, and the required provisions, clauses, assurances, and/or certifications to ensure compliance with state and federal laws, regulations and requirements.

Each agreement will:

1. Name the authorized representative of the *[City of Lander]*.
2. Outline the representative’s administrative responsibilities.
3. Identify the project location.
4. Present the scope of work and consultant deliverables.
5. Provide for applicable plans and specifications.
6. Authorize commencement of work.
7. Specify fees and payments based on consultant’s progress reports.
8. Specify completion of work by number of calendar days or the calendar date by which all required services shall be completed.

Each agreement will outline data, services, and obligations of the *[City of Lander]* as related to the consultant’s performance of required services.

Federal General Provisions will be physically incorporated or incorporated by reference into consultant agreements funded with federal funds. These Provisions will apply to the consultant and all subconsultants engaged by the consultant. ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS presents applicable Federal General Provisions and administrative procedures.

ATTACHMENT 2 – BREACH OF AGREEMENT presents written procedures to administer breach of the agreement.

The *[City of Lander]* reserves the right to terminate any agreement, as described in the agreement. In this event, compensation is made to the consultant based upon the progress of the work performed prior to termination. Work performed shall be defined as the deliverables specified in the agreement and accepted by the *[City of Lander]*, and not the labor hours billed. The *[City of Lander]* will notify the consultant, in writing, of agreement termination.

SECTION X. EXECUTION OF THE AGREEMENT

The *[City of Lander]* will prepare the final agreement for execution by all parties.

Agreements will conform to the state contract requirements as published by the Wyoming Attorney General’s office, or as directed by the assistant attorney general assigned to WYDOT.

All agreements shall be forwarded to the WYDOT grant administrator for approval before execution.

Agreements subsidized with federal funds will be made available to the appropriate federal agency upon request. The Federal Highway Administration (FHWA) and the Federal Aviation Administration (FAA) have currently delegated their approval authority to WYDOT.

Agreements shall be executed by the consultant and the *[City of Lander]*.

SECTION XI. AUTHORIZATION TO PROCEED

Once the consultant agreement is finalized and executed, the *[City of Lander]* will notify the consultant using a written “Authorization to Proceed” to commence work.

Consultant services cannot proceed before the “Authorization to Proceed” is issued.

SECTION XII. AGREEMENT MODIFICATIONS

The *[City of Lander]* or the consultant may, during performance of the agreement, propose agreement modifications within the type of services under which the original agreement was procured. Changes in the scope, complexity or quantity of the work, or if changes causing an increase or decrease in agreement fees or time for performance are required, an equitable adjustment in fees and/or contract time will be negotiated with the consultant. Any additional services outside of the original agreement type of work will be procured under a new procurement process.

If changes are required in the agreement, a written request shall be made by the consultant to the *[City of Lander]* and negotiated between the consultant and the *[City of Lander]*. The agreement will then be amended using documentation issued by the *[City of Lander]*. Agreement

modifications must define and document the changes made to the agreement, establish any adjustment in agreement fees and payment, establish any adjustment in completion date, and be in compliance with terms and conditions of the original agreement. An adjustment in agreement fees and payments will be negotiated, as outlined in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL, including the fixed fee, if warranted.

If the consultant is unable to complete the work within the number of calendar days or the calendar date required by the agreement, the *[City of Lander]* may authorize a schedule modification after receiving the consultant’s written request showing sufficient justification for an extension in time to complete agreement required services. In some cases, the *[City of Lander]* may initiate the schedule modification, especially when the *[City of Lander]* has delayed progress. If the schedule modification is significant, the agreement will then be amended to specify an additional number of days or revised calendar date, and the *[City of Lander]* will document the approval action with a formal change order. Minor changes in schedule, without adjustment in agreement cost, can be accepted by the *[City of Lander]* with informal documentation.

All agreement modifications shall be forwarded to the WYDOT grant administrator for approval before execution.

Consultant work shall not begin on any change in services until the agreement modification describing those services and fee has been executed. Services performed without prior request and authorization are deemed to be covered in the compensation and time provided in the original agreement and previously executed change orders.

For those agreements processed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, in no case will subsequent change orders be permitted to cause the total fee to exceed the SAT if federal funds are involved. Exceeding the SAT limitation may jeopardize federal participation in the change order or the entire agreement amount. If federal funds are not involved, the *[City of Lander]* should contact the WYDOT grant administrator, and they will review the circumstances and make a determination regarding escalation of the agreement above the SAT.

SECTION XIII. AGREEMENT ADMINISTRATION

The agreement for consultant services will identify the representative for the *[City of Lander]* as the primary contact through which the consultant will coordinate all phases of agreement work, terms and conditions. The *[City of Lander]* representative will:

1. Monitor the consultant’s work and acceptability of work, in compliance with the agreement.

2. Monitor the consultant’s work progress – work performed versus agreement completion date – in compliance with the agreement.
3. Ensure the consultant’s labor hours and fees are in accordance with the agreement and the percent of the contract total being invoiced is commensurate with the progress of the work.
4. Address consultant correspondence and resolve administrative issues.
5. Monitor the consultant and subconsultant(s) for compliance with ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS, if required by the Agreement.
6. Administer breach of agreement, when required, consistent with procedures presented in ATTACHMENT 2 – BREACH OF AGREEMENT. Consult with the WYDOT grant administrator before initiating procedures leading to breach of agreement.
7. Close-out agreement when all work deliverables have been accepted and all consultant billings have been accepted.

The *[City of Lander]* will maintain a correspondence file for each consultant services agreement, documenting all aspects of the selection, negotiation, and administration processes. The *[City of Lander]* will retain such records for at least three (3) years following agreement completion or termination.

SECTION XIV. FINAL PERFORMANCE EVALUATION

When the consultant services specified in the agreement are completed and accepted, the *[City of Lander]* will evaluate the consultant’s performance. This evaluation should consider such factors as the consultant’s performance on specific elements of work, promptness in meeting schedules and deadlines, cooperation with the *[City of Lander]*, and overall performance in delivery of the agreement terms and conditions. Documentation will be prepared and provided to the consultant, and request consultant comments on the evaluation. Subsequently, a copy of the final evaluation documentation will be provided to the WYDOT grant administrator.

SECTION XV. ADMINISTRATION, COST PRINCIPLES, AUDIT REQUIREMENTS

The administrative policies and procedures of the *[City of Lander]* for the consultant selection process are presented throughout this document. The *[City of Lander]* is responsible for the oversight and administration of these policies and procedures. The WYDOT Internal Review Services program is responsible for the audit requirements.

References:

- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services.
- 23 USC 112(b)(2), Contracting for Engineering and Design Services.
- 40 USC 11, Sections 1101-1104, Selection of Architects and Engineers.
- 48 CFR 2.101, Federal Acquisition Regulations System, Definitions of Words and Terms, Definitions.

ATTACHMENT 1

FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant’s failure to comply with state or federal requirements. The *[City of Lander]* shall notify the Consultant of any state or federal determination of noncompliance.

SECTION B. AUDITING AND ACCESS TO RECORDS

The *[City of Lander]* and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement.

SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of contract. The *[City of Lander]* shall consider a Consultant’s failure to perform as a material breach of contract when it can be determined that the terms, conditions, provisions, or obligations of the Agreement will not be completed and the *[City of Lander]* will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the *[City of Lander]* deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION T – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES

This provision is applicable to all Agreements exceeding One Hundred Thousand dollars (\$100,000). By signing this Agreement, the Consultant certifies and agrees that, to the best of their knowledge:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

SECTION F. CONFLICTS OF INTEREST

1. The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the *[City of Lander]* or a disclosure which may adversely affect the interests of the *[City of Lander]*. This provision does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
2. A conflict of interest may be considered a material breach of this Agreement. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the *[City of Lander]* or its

designee.

3. The Consultant shall notify the *[City of Lander]* of any potential or actual conflicts of interest, including financial or other personal interests, arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of this Agreement will be subject to a mutual settlement of accounts. In the event this Agreement is terminated under this provision, the Consultant shall take steps to ensure that all files, evidence, evaluations, and data are provided to the *[City of Lander]* or its designee.

SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall 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.

SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The *[City of Lander]* shall notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the *[City of*

Lander] and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be considered, in the sole discretion of the *[City of Lander]*, a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION K. HUMAN TRAFFICKING

As required by 22 USC 7104(g), 2 CFR 175, and 48 CFR 52.222-50 (Amended March 2015), severe forms of human trafficking, procurement of commercial sex acts, and the use of forced labor are prohibited. The March 2015 amendments expand the original requirements and introduce a list of specific types of conduct that are prohibited. The amendments modify mandatory disclosure obligations and specify the minimum level of cooperation required of consultants responding to a trafficking investigation. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION L. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the *[City of Lander]* may, at its discretion, terminate this Agreement without liability to the *[City of Lander]*, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the *[City of Lander]* all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

SECTION N. MONITORING ACTIVITIES

The *[City of Lander]* shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the Agreement-related work.

SECTION O. OWNERSHIP AND RETURN OF DOCUMENTS AND INFORMATION

The *[City of Lander]* is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information and documents to the *[City of Lander]* in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

SECTION P. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the *[City of Lander]* for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to the *[City of Lander]*, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the *[City of Lander]*, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this SECTION P are superseded and/or supplemented by 48 CFR 52.227-14.

SECTION Q. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

SECTION R. PUBLICITY

Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant and related to the services and

work to be performed under this Agreement, shall identify the *[City of Lander]*, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the *[City of Lander]*.

SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the disbarred, or otherwise ineligible, vendors list at www.sam.gov/portal/public/SAM/. Further, the Consultant agrees to notify the *[City of Lander]* by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

SECTION T. TERMINATION OF AGREEMENT

The *[City of Lander]* may terminate all or part of the Agreement, without cause, upon thirty (30) days written notice. The Agreement may be terminated by the *[City of Lander]* immediately for cause if the *[City of Lander]* determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the *[City of Lander]* determines that termination is in the public’s best interest – Termination on Public’s Behalf/Convenience. In either event, compensation shall be made to the Consultant based upon the progress of the work performed prior to termination.

Work performed shall be defined as the deliverables specified in the Agreement and accepted by the *[City of Lander]*, and not the labor hours billed. The ownership of the work completed or partially completed at the time of such termination or abandonment shall be retained by the *[City of Lander]*.

The *[City of Lander]* shall notify the Consultant, in writing, of Agreement termination.

SECTION U. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

(In addition to the Federal General Provisions listed above, additional provisions available from WYDOT shall be used in all consultant contracts which utilize Federal Transit Administration funding.)

ATTACHMENT 2

BREACH OF AGREEMENT (Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

ATTACHMENT 1, FEDERAL GENERAL PROVISIONS

- SECTION C. BREACH OF AGREEMENT
- SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES
- SECTION F. CONFLICTS OF INTEREST
- SECTION G. DETERMINATION OF ALLOWABLE COSTS
- SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE
- SECTION J. ERRORS AND OMISSIONS
- SECTION K. HUMAN TRAFFICKING
- SECTION S. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

Administrative Procedures, Sanctions, and Penalties

[City of Lander] concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/ primary contact of the *[City of Lander]* should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between the *[City of Lander]* and the Consultant. At those occurrences, the *[City of Lander]* will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and the *[City of Lander]* will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

A *[City of Lander]* determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by the *[City of Lander]* documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant’s billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – AUDITING AND ACCESS TO RECORDS.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that the *[City of Lander]* has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, the *[City of Lander]* representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or the *[City of Lander]* has incurred substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution,

arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to the *[City of Lander]* would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by the *[City of Lander]*, could be quantified and pursued. Damages, based on lost opportunity incurred by the *[City of Lander]*, may be more difficult to quantify. Lost opportunity could include *[City of Lander]* delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place the *[City of Lander]* in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT. The *[City of Lander]* may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that the *[City of Lander]* is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and the *[City of Lander]* no longer under any Agreement obligation.

Signature

Date

IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	City of Lander
WYDOT Project #:	CD21510 Gannett Peak cost overruns
Project Location:	Lander, WY
Phone #:	307-332-2870 x2

TITLE VI/EEO IDENTIFICATION REQUIREMENTS

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

TITLE VI/EEO COORDINATOR IDENTIFICATION

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

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

Title VI/EEO Coordinator: Rachelle Fontaine	Signature:	Date:
Title VI/EEO Coordinator Work Title: Lander City Clerk	Email Address: rfontaine@landerwyoming.org	Phone #: 307-332-2870

APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name: Monte Richardson	Signature:
Appointing Official's Work Title: Mayor	Date:

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

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

City of Lander

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

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

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

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

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

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

City of Lander

By: _____
(Signature of Authorized Official)

DATE: _____

APPENDIX A

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

APPENDIX C

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

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

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

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

APPENDIX D

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

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

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

APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**TAP Attachment G: Resolution
RESOLUTION NO.1295**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CITY OF LANDER FOR THE PURPOSES OF THE GANNETT PEAK COST OVERRUNS PROJECT.

WITNESSETH

WHEREAS, the governing body for the City of Lander desires to participate in the Transportation Alternatives Program (TAP) to assist in funding this project;

WHEREAS, the governing body for City of Lander recognizes the need for the project;

WHEREAS, TAP requires that federal funding criteria be met, and the City of Lander agrees to ensure satisfaction of all requirements;

WHEREAS, City of Lander acknowledges that if funded, the TAP project shall be completed prior to December 31, 2026;

WHEREAS, the governing body for City of Lander agrees to set aside a minimum of \$\$103,569.00 as a line item in its budget for the required nine and fifty-one hundredths percent (9.51%) local cash match on the project;

WHEREAS, the governing body for City of Lander acknowledges TAP is funded on a reimbursement basis and all invoices must be 100% paid by City of Lander prior to reimbursement through TAP (90.49% Federal Reimbursement). The City of Lander acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by City of Lander of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for City of Lander that a funding application requesting \$\$986,341.00 in federal TAP funding be submitted to the Wyoming Department of Transportation – TAP for consideration to assist in funding for the City of Lander Gannett Peak CD21510 Cost Overruns project.

BE IT FURTHER RESOLVED, THAT RaJean Strube Fossen and Lance Hopkin is hereby designated as the Project Administrator, of City of Lander to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED AND ADOPTED THIS 11th DAY OF July, 2023.

Signature
Monte Richardson, Mayor

Updated 2023.03.23 dmh (1 Page) FY24

ATTEST:

Signature
Rachelle Fontaine, City Clerk



City of Lander

Job Description

Title: Building Inspector
Department: Inspection (Building/Planning)
Division: Public Works
Grade: 8 \$49,407-76,974-54,866-85,480
Salaried Non-Exempt
Effective Date: 8/22

GENERAL PURPOSE

Incumbents are responsible for inspecting industrial, commercial and residential buildings to ensure compliance with applicable codes and regulations. Responsibilities may include performing inspections for construction and installation of building systems; reviewing construction plans and specifications; interpreting requirements and restrictions; and maintaining detailed records. Receives general guidance from the Assistant Public Works Director or higher-level supervisory staff.

This position is driving essential (see driving requirements below).

ESSENTIAL FUNCTIONS

1. Inspects building construction work completed or in progress to ensure that the methods, techniques and materials used are in compliance with approved plans, codes, requirements, and City ordinances.
2. Conducts, and documents, inspections during all phases of construction for compliance with codes, requirements, and City ordinances.
3. Coordinates inspections with other City departments and divisions.
4. Reviews building system plans and specifications to ensure compliance with code; authorizes changes in work procedures.
5. Interprets and communicates building requirements and restrictions to

architects, contractors, builders and the general public.

- 6. Identifies potentially unsafe or illegal conditions at permitted work sites; recommends corrective measures and follows-up to ensure action has been taken.
- 7. Prepares and maintains construction and building inspection results, files, and logs; prepares related reports.
- 8. Provides technical assistance and direction to other building inspection staff in an area of building inspections.
- 9. Represents the City of Lander by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.
- 10. Follow all City safety procedures. Report all accidents/incidents immediately to the supervisor.
- 11. Performs other duties of a similar nature or level.
- 12. Other duties as assigned

CORE COMPETENCIES

- Adaptability: Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Changes approach/method to best fit the situation/work assignment.
- Communication: Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- Cooperation: Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- Customer Service: Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.
- Dependability: Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- Initiative: Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- Job Knowledge: Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.

- Judgment: Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- Planning & Organization: Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.
- Quality: Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Knowledge & Abilities (position requirements at entry):

Knowledge of:

- Building related codes and ordinances enforceable by the City, including the International Building Codes and local ordinances.
- Advanced principles and techniques of building inspection work.
- Building materials and methods of construction.
- Research methods and sources of information related to building code enforcement. Construction principles and methods.
- Principles of structural design and engineering mathematics.
- Documentation methods.
- Construction inspection methods.
- Customer service principles.
- Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes.

Ability(position requirements at entry):

Ability to:

- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, codes, and standard construction practices.
- Maintain current knowledge of issues, trends and developments in regulatory standards and building code requirements.
- Make mathematical computations rapidly and accurately.
- Read and interpret complex building plans, specifications, and building codes. Enforce necessary regulations with fairness, tact, and impartiality.
- Understand and carry out oral and written directions.
- Prepare clear and concise reports.
- Communicate clearly and concisely, both orally and in writing.
- Follow written and verbal instructions.

- Maintain a neat and professional appearance.
- Establish and maintain effective working relationships with those contacted in the course of work including City officials and the general public.

Skills (position requirements at entry):

Skill in:

- Providing customer service.
- Preparing and maintaining clear and concise records and reports.
- Reading construction complex drawings, plans, and/or specifications.
- Inspecting complex construction projects.
- Troubleshooting problems.
- Documenting observations.
- Operating in a courteous, knowledgeable and tactful manner with staff and general public.
- Operating modern office equipment, computers, software and operating systems/applications. Oral and written communication sufficient to exchange or convey information and to receive work direction.

MINIMUM QUALIFICATIONS

Training and Experience

- Minimum of eight years of building experience in the field of construction and building systems installation.
- Associate's Degree in building construction or a related field preferred but not required.

Licensing and Certification Requirements

Licensing Requirements:

- Possession of, or ability to obtain, a valid Wyoming Driver's License.
- Possession of, or ability to obtain, an International Code Council (I.C.C.) Inspector Certification as a Residential Building Inspector, Commercial Building Inspector, and ~~Plan-Review-Inspector Permit Technician Certification~~ within six (6) months of hire.

SUPPLEMENTAL INFORMATION & PHYSICAL REQUIREMENTS

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

Women, minorities, and individuals with disabilities are encouraged to apply. Qualified applicants are considered for positions for which they have applied without regard to race, religion, sex, age, national origin, disability, sexual orientation, or other characteristics protected by law.

Employment with the City of Lander is contingent upon a successful background screen and pre-employment drug test. Applicants who have failed a pre-employment screen or have been terminated from the City of Lander are ineligible for employment consideration for 12 months. You will become eligible for consideration 12 months from the date of your incident (pre-employment screen or termination).

Driving records are required for all new employees regardless of the position's driving requirements. If the employee has not held a Wyoming driver's license for the last three years, the employee must provide at their own initiation and expense a driving record from their previous state(s) of residence.

Physical Requirements:

Positions in this class typically require: stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, hearing, seeing and repetitive motions.

Medium work: Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to lift, carry, push, and pull or otherwise move objects, including the human body.

Incumbents may be subject to extreme temperatures, noise and dust.

Driving Requirements:

For driving essential positions, employment with the City of Lander is contingent upon a satisfactory driving record. A driving record that reflects any of the following criteria is considered unsatisfactory:

- 1) Convicted of three (3) or more moving violations within the previous 36 months (three separate, individual incidents);
- 2) A conviction within the previous 36 months of any of the following:
 - Driving under the influence of drugs or alcohol;
 - Leaving the scene of an accident;
 - Fleeing to avoid arrest;
 - Reckless Driving;
 - Homicide or assault by motor vehicle;
 - Driving without auto insurance;
 - Driving on a suspended license;
 - Refusal to take blood/breathalyzer test for suspected DUI or impaired driving.

If you have questions regarding the background screen, pre-employment drug test or driving record, please contact the Human Resources Office at (307)332-2870 prior to accepting a job offer.

GUIDELINES

Employees are required to follow the established guidelines of the City to include, but are not limited to, the employee handbook, safety policies and procedures, and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application. This position helps develop division guidelines.

The City of Lander is an at-will employer. This means that either party – the employee or the employer – may end employment at any time, with or without cause, with or without notice. All the terms, conditions and benefits of employment with the City are subject to change at any time, with or without notice, at the discretion of the City.

I have read this job description and understand my job duties and responsibilities. I am able to perform the essential functions as outlined, with or without accommodations. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

Employee's Name (Printed)

Employee's Signature Date

RESOLUTION 1296

A RESOLUTION AMENDING JOB DESCRIPTION FOR THE BUILDING INSPECTOR

WHEREAS, pursuant to Section 12-2-6 of the Lander City Code the Mayor and City Council have adopted a personnel and policies manual; and

WHEREAS, as part of said manual, there is a compensation plan which contains job descriptions for the various city employees and which job description; and

WHEREAS the Governing Body desires to amend the job description for the Building Inspector;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Lander that the job description for the Building Inspector shall be amended as attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED the 11th day of July 2023.

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 Governing Body of the City of Lander at a regular meeting held on July 11, 2023, , and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item G.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 11 day of July, 2023, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "Lessor", and David Rodgers and Samuel Rodgers, whose address is 2123 Mortimore Lane, Lander, Wyoming 82520, hereinafter referred to as "Lessee".

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. RECITALS. The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. PREMISES. Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 3, Hangar 405 a hangar 41 feet by 14 feet consisting of approximately 913 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises "AS IS" without any express or implied warranties as to its condition or fitness for a particular purpose.
3. PRIMARY PURPOSE. This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. TERM. Subject to the terms and provisions of this lease, the term of this lease shall be for fifteen (15) years commencing on the 11 day of July, 2023, and terminating on the 31st day of December, 2038 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. RENTAL FEE. Lessee shall pay to Lessor \$136.95 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first year of this Lease shall be \$0.150 (2023 rate) per

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

6. AIRCRAFT OWNERSHIP. Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 3405

Plane Number: N5022W
Manufacturer: Piper
Year/Make/Model: 1961 Cherokee 160
Registered Owner(s): Samuel Rodgers, Greg Faxon, Gillen Faxon
Address of Lessee: 2123 Mortimore Lane, Lander, WY 82520
Business Phone of Lessee: 307-332-7284
Home Phone of Lessee: 307-349-2280
Cell Phone of Lessee: 307-438-3477

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

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

Routine owner aircraft maintenance and care are allowed.

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

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

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

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

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HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

10. PROHIBITED USES. Lessee expressly agrees:
- A. No residential use of any kind shall be permitted in any hangar or on the premises.
 - B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
 - C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
 - D. Lessee shall not erect or permit to be erected any signs on the premises.
 - E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
 - F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
 - G. Lessor has the right to tow and remove boats, trailers, campers or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with movement of aircraft.
11. CONSTRUCTION OF NEW HANGARS. Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow

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HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

17. **INSPECTION.** Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The Lander Airport Board, its agents and representatives shall have an unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
18. **ADDRESSES FOR NOTICES.** All rent and any notices shall be paid at or sent to the Lessor at the following address:
- CITY OF LANDER
240 Lincoln Street
Lander, WY 82520
- All notices to the Lessee shall be sent to:
Name: David Rodgers
Address: 2123 Mortimore Lane, Lander, WY 82520
Email: daver@owlcreekvision.com Phone: 307-349-2280
19. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to store an aircraft in the hangar for more than 45 days in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
20. **ENVIRONMENTAL.** Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
21. **TAXES.** Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.
22. **BREACH – OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:

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

23. DEFAULT AND TERMINATION.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

D. NON-DISCRIMINATION.

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

E. REQUIREMENTS OF THE UNITED STATES.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, ItemG.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Company/ individual name

BY:

Mayor Monte Richardson

David Rodgers

ATTEST:

City Clerk Tami Hitsheiw

Samuel Rodgers

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

BILL OF SALE

In consideration of One Thousand dollars (\$1000.00) to me in hand paid

by David W Rodgers and Samuel D Rodgers the receipt of which is hereby acknowledged,
(Buyer)

I, Eugene Ferry by these presents do bargain, sell and convey to
(Seller)

The said Buyer the following as is:

Hanger 405 at Hunt Field Airport, Lander, Fremont County, Wyoming

Located on Space 3

Date of Sale APR. 25, 23

And I, myself, will warrant unto the Buy that the said property is free and clear of any lawful claims and demands of all and every person whatsoever.

Signed: Eugene M. Ferry

Printed: EUGENE M. FERRY

Address: LANDER WY. 82520
(City) (State) (Zip)

STATE OF WYOMING

ss.

County of Fremont

The foregoing instrument was acknowledged before me by Eugene M. Ferry
This 25 day of April 2023

Witness by hand and official seal.



Pat A. O'Neal
Notary Public or County Clerk or County Treasurer
My Commission/Term Expires 5-1-23



CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item G.

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 State Farm State Farm Insurance Justus Jacobs Agency 990 Main Street Lander, WY 82520	CONTACT NAME: Justus Jacobs	
	PHONE (A/C, No, Ext): 307-332-2530	FAX (A/C, No): 307-332-4398
	E-MAIL ADDRESS: justus@insurewvy.com	
INSURER(S) AFFORDING COVERAGE		
INSURER A: State Farm Mutual Automobile Insurance Company		NAIC # 25178
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		
INSURED David & Jennifer Rodgers 2123 Mortimore Lane Lander, WY 82520		

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			50-BH-8839-6	10/02/2022	10/02/2023	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			50-BC-W752-8	01/31/2023	01/31/2024	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of Lander 240 Lincoln Street Lander, WY 82520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 11 day of July, 2023, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Bert Womack, whose address is 11300 Browder Ave, Anchorage, AK 99507, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 404, 49 feet by 40 feet consisting of approximately 1960 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for **fifteen (15) years** commencing on the 11 day of July, 2023, and terminating on the 31st day of December, 2038 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lessee shall pay to Lessor \$321.30 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this Lease shall be \$0.156 (2024 rate) per

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

6. **AIRCRAFT OWNERSHIP.** Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 404

Plane Number: N82405
Manufacturer: Piper
Year/Make/Model: 1979 PA-18-150
Registered Owner(s): Bert Womack
Address of Lessee: 11300 browder ave
Business Phone of Lessee: _____
Cell Phone of Lessee: 907-310-4245
Email of Lessee: bewomack@hotmail.com

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

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

Routine owner aircraft maintenance and care are allowed.

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Bert Womack
Address: 11300 Browder Ave. Anchorage, AK 99507
Email: bewomack@hotmail.com Phone: 907-310-4245

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

23. **DEFAULT AND TERMINATION.**

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

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

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

D. NON-DISCRIMINATION.

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

E. REQUIREMENTS OF THE UNITED STATES.

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

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

- (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.

- F. **CORPORATIONS.** If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.

- G. **RETENTION OF GOVERNMENTAL IMMUNITY.** By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.

- H. **WYOMING LAW.** This Agreement shall be construed in accordance with the laws of the State of Wyoming.

- I. **SEVERABILITY.** If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

- J. **NO THIRD-PARTY BENEFICIARY INTENDED.** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.

- K. **HEADINGS.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

- L. **ENTIRE AGREEMENT.** This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

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

SIGNATURES ON FOLLOWING PAGE

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

Section 7, Item H.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Company/ individual name

BY: _____
Mayor Monte Richardson

Signature

ATTEST:

City Clerk Rachelle Fontaine

Signature

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 11 day of July 2023, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "Lessor", and David Rodgers and Jennifer Rodgers, whose address is 2123 Mortimore Lane, Lander, Wyoming 82520, hereinafter referred to as "Lessee".

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. S-0, Hangar 500, a hangar 48 feet by 45 feet consisting of approximately 2350 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises "AS IS" without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for fifteen (15) years commencing on the 11 day of July, 2023, and terminating on the 31st day of December, 2038 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lessee shall pay to Lessor \$352.50 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first year of this Lease shall be \$0.150 (2023 rate) per

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item 1.

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

6. AIRCRAFT OWNERSHIP. Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 500

Plane Number: N64201
Manufacturer: Cessna
Year/Make/Model: 1975 Skyhawk 172N
Registered Owner(s): David Rodgers Richard Rodgers
Address of Lessee: 2123 Mortimore Lane, Lander, WY 82520
Business Phone of Lessee: 307-332-7284
Home Phone of Lessee: 307-349-2280
Cell Phone of Lessee: 307-349-4622

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

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

Routine owner aircraft maintenance and care are allowed.

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

10. PROHIBITED USES. Lessee expressly agrees:
- A. No residential use of any kind shall be permitted in any hangar or on the premises.
 - B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
 - C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
 - D. Lessee shall not erect or permit to be erected any signs on the premises.
 - E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
 - F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
 - G. Lessor has the right to tow and remove boats, trailers, campers or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with movement of aircraft.
11. CONSTRUCTION OF NEW HANGARS. Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow

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

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

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

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

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

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

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

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

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

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: David Rodgers

Address: 2123 Mortimore Lane, Lander, WY 82520

Email: daver@owlcreekvision.com Phone: 307-349-2280

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

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

23. **DEFAULT AND TERMINATION.**

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

D. NON-DISCRIMINATION.

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

E. REQUIREMENTS OF THE UNITED STATES.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item 1.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Company/ individual name

BY:

Mayor Monte Richardson

David Rodgers

ATTEST:

City Clerk Tami Hitsheuw

Jennifer Rodgers

STATE OF WYOMING)

) ss.

COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)

) ss.

COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Richard D. Rodgers, Sr. and Karen L. Rodgers, Trustees of the Richard D. Rodgers, Sr. and Karen L. Rodgers Family Trust Dated July 1, 2004, in consideration of the sum of one (\$1.00) Dollar and other good and valuable consideration in hand paid to the Conservatorship, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers unto David Rodgers and Jennifer Rodgers, husband and wife, of 2123 Mortimore Lane, Lander, WY 82520, all of the Trust's right title and interest in the following goods and chattels to-wit:

Aircraft Hanger located on Lot ⁵⁰⁰ S-0 at Hunt field Airport, Lander, Fremont County, Wyoming

Said property is sold in "as is" condition.

IN WITNESS WHEREOF, I have hereunto set my hand this 9 day of February, 2010.

Richard D. Rodgers, Sr. and Karen L.
Rodgers Family Trust Dated July 1, 2004

By: [Signature] T + EE
Richard D. Rodgers, Sr. Trustee

By: [Signature] TTEE
Karen L. Rodgers, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Richard D. Rodgers, Sr. and Karen L. Rodgers, Trustees of the Richard D. Rodgers, Sr. and Karen L. Rodgers Family Trust Dated July 1, 2004, this 9th day of February, 2010.

WITNESS my hand and official seal.

Barbara Malisichewski
Notary Public

My commission expires:

4/10/2012



Fremont County, Wy
Julie A. Freese, Fremont Co. County Clerk
450 N. 2nd St
Lander, WY 82520

Receipt: 10-6880

Product	Name	Extended
BOS	BILL OF SALE	\$11.00
	#Pages	2
	Document #	2010-1333019
	# Additional Names (>5)	0
	# Additional Legal (>10)	0
	Received From	RODGERS, RICHARD SR
	No Charge	false
	Land Recording fee	\$11.00
total		\$11.00
under (Cash (2))		\$11.00
By RODGER SBILL OF SALE		\$11.00

Thank You!

Thu Apr 01 13:06:34 MDT 2010 jfreese





CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item 1.

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 State Farm State Farm Insurance Justus Jacobs Agency 990 Main Street Lander, WY 82520	CONTACT NAME: Justus Jacobs PHONE (A/C, No, Ext): 307-332-2530 E-MAIL ADDRESS: justus@insurewy.com	FAX (A/C, No): 307-332-4398	
	INSURER(S) AFFORDING COVERAGE		
INSURED David & Jennifer Rodgers 2123 Mortimore Lane Lander, WY 82520	INSURER A : State Farm Mutual Automobile Insurance Company		NAIC # 25178
	INSURER B :		
	INSURER C :		
	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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			50-BH-8839-6	10/02/2022	10/02/2023	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			50-BC-W752-8	01/31/2023	01/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

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

CERTIFICATE HOLDER City of Lander 240 Lincoln Street Lander, WY 82520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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

THIS AGREEMENT is by and between City of Lander (“Owner”) and
American Road Maintenance, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Hunt Field Airport – LND – 2023 Pavement Maintenance Project. Lander, Fremont County, WYOMING, State Project No. ALN004A.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows Hunt Field Airport– LND – 2023 Pavement Maintenance Project. Lander, Fremont County, WYOMING, State Project No. ALN004A.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by T-O Engineers.
3.02 The Owner has retained T-O Engineers (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*
A. All time limits for Milestones, Substantial Completion, Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
4.02 *Contract Times: Days*
A. The Work will be substantially completed as stated in the Bid Proposal.
B. Parts of the Work shall be completed on or before the following dates for Substantial Completion and Final Completion
1. Substantial Completion – as stated in the Bid Proposal.
2. Final Completion – as stated in the Bid Proposal.
4.03 *Liquidated Damages*
A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed or not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not

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completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Liquidated Damages: Contractor shall pay Owner for **actual costs** incurred by the Owner as specified below in 4.04 Special Damages.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the **actual costs** reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The estimated daily engineering, construction observation, inspection and administrative services indicated in section A(2) and B above have been estimated on the following basis, however this basis is provided as an estimate only, and actual damages charged will be based on actual services rendered. It is estimated that daily special damages for engineering, construction observation, inspection and administrative services amount to \$ 1,340.00 per day as indicated below.

\$1,120.00 – Construction Observation per day (based on 1 RPR for 12 hours)

\$220.00 – Office Assistance per day (based on Engineer for 2 hours)

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.
- B. Determinations of actual quantities and classification are to be made by Engineer as provided in the General and/or Special Provisions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the * day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract (and in the case of unit price work, based on the number of units completed). All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of

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Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

*Payments to Contractor will be made expeditiously by the Sponsor as soon as possible after receipt of Agency funding for each month's Construction work. Reimbursement forms will be sent to the funding agencies by the tenth of the given month whenever possible for the Contractor's work during the preceding month and normal turnaround time is two to four weeks.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of Work completed (with the balance being retainage).
 - b. 95% percent of cost of materials and equipment not incorporated in the Work, but delivered, suitable stored and accompanied by documentation satisfactory to the owner and in conformance with the methods identified in the General provisions (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine or Owner may withhold, in accordance with the Contract Documents.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract and Bidding Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Plans and Specifications, especially

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with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor’s purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following, as listed in the Table of Contents of the Project Manual.
 - 1. Notice of Award.
 - 2. Contractor’s Bid Proposal.
 - 3. Contractor’s Bid Bond.
 - 4. This Agreement.
 - 5. Performance bond.
 - 6. Payment bond.

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

- 7. Information for Bidders.

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- 8. Required Contract Provisions for State Projects.
- 9. WYDOT Wage Rates.
- 10. FAA General Provisions.
- 11. Special Provisions.
- 12. Construction Articles.
- 13. Plan Sheets 1 thru 8.
- 14. Addenda numbers – N/A.
- 15. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by the Contractor prior to Notice of Award (if any)
- 16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Written Amendment.
 - c. Work Change Directives.
 - d. Change Order(s)/Supplemental Agreement(s).
 - e. Field Order(s).
 - f. Certificate of Substantial Completion.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General and/or Special Provisions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

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10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- B. Wyoming State Statutes apply to this Contract. Following are items of special note. The Contractor agrees to insert these items in all Subcontracts:
 - 1. Wyoming State Statute Title 16, 16-6-110 provides: No person shall require laborers, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week upon any public works of the state or any of its political subdivisions except as hereafter authorized. An employee may agree to work more than eight (8) hours per day or more than forty (40) hours in any week, provided the employee shall be paid at the rate of one and one half (1-1/2) times the regularly established hourly rate for all work in excess of forty (40) hours in any one (1) week. This section does not apply:
 - (i) In case of emergency caused by fire, flood or danger to life or property; or
 - (ii) To work upon public or military works or defenses in time of war.
 - 2. The State of Wyoming may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.
 - 3. In the event of failure or refusal of the CONTRACTOR or any subcontractor to comply with overtime pay requirements of the contract work hours and safety standards act, if the funds withheld by the State of Wyoming for violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the State of Wyoming, the available funds shall be used first to compensate the laborers and mechanics for the wages to

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which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for payment of liquidated damages.

4. Monthly payments based upon approximate estimates of the amount of the value to the Owner of expenses incurred during the preceding month, as computed by the Engineer and approved by the Owner, shall be made to the Contractor during the progress of the work, provided that five percent (5%) of the amount of the estimated value of the work done shall be retained until the work is fully completed and accepted by the Owner and this contract in all respects fully performed by said Contractor. The making of said monthly payments by the Owner, shall not be construed as acceptance of any part of the work done or materials furnished under this contract but simply as payment on account. Within a reasonable time after the acceptance of the work according to the contract, the Owner shall certify a final estimate based upon the quantities measured by the Engineer and computed according to the unit prices hereto attached, showing the total work done or required and the amount due the Contractor therefore. After deducting therefrom all previous payments and any other amounts to be kept and retained under the provisions of this contract, or as required by law, payment in full shall be made to the Contractor; provided that before such final payment is made the Owner may require the Contractor to show to its satisfaction that all just debts due to all laborers, mechanics, material, men and other persons who have supplied said Contractor, or any subcontractor working under this contract, with materials or goods of any kind for this work, including labor, materials feed and fuel bills, board and grocery bills, have been paid. All prior, partial estimates and payment shall be subject to correction in the final estimate and payment.
5. Wyoming State Statute Title 16, 16-6-702 provides that no more than five percent (5%) of the calculated value of any work completed shall be withheld until fifty percent (50%) of the work required by the contract has been performed. Thereafter, the public entity may pay any of the remaining installments without retaining additional funds if, in the opinion of the public entity, satisfactory progress is being made in the work but under no condition shall more than five percent (5%) be withheld on the remaining fifty percent (50%) of the work required. The withheld percentage of the contract price of the work, improvement or construction shall be retained in an account in the name of the contractor which has been assigned to the public entity until the contract is completed satisfactorily and finally accepted by the public entity. If the public entity finds that satisfactory progress is being made in all phases of the contract, it may, upon written request by the contractor, authorize payment from the withheld percentage. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.
6. Wyoming State Statute Title 16, 16-6-703 provides that if it becomes necessary for a public entity to take over the completion of any contract, all of the amounts owing the contractor, including the withheld percentage, shall first be applied toward the cost of completion of the contract. Any balance remaining in the retained percentage after completion by the public entity shall be payable to the contractor or the contractor's creditors. The retained percentage which may be due any contractor shall be due and payable as prescribed by W.S. 16 6 116.
7. Wyoming State Statute Title 16, 16-6-116 provides that forty (40) days before the final estimate is paid, shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried on, once a week for three (3) consecutive weeks, and also to post in three (3) conspicuous places on the work, a notice setting forth in substance, that the commission, board or person has accepted the work as completed according to the plans and specifications and rules set forth in the contract between the commission, board or person and the contractor, and that the contractor is entitled to final settlement therefore. The notice shall also set forth that upon the 41st day (and the notice shall specify the exact date) after the first publication of the notice the commission, board or person under

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whose direction or supervision the work has been carried on will pay to the contractor the full amount due under the contract. This section does not relieve the contractor and the sureties on his bond from any claims for work or labor done or materials or supplies furnished in the execution of the contract.

- 8. Wyoming State Statute Title 16, 16-6-117 provides in all formal contracts entered into by any person with the state, or any department or commission thereof, or with any county, city, town, school district, high school district, or other public corporation of this state, for the construction of any public building, or the prosecution and completion of any public work, or for repairs upon any public building or public work, no final payment shall be made until the person files with the officer, department or commission of the state, or with the clerk of the county, city, town or school district, or with a similar officer of any other public corporation by which the contract has been made, a sworn statement setting forth that all claims for material and labor performed under the contract have been and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed the sworn statement shall so state, and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the state, county, city, town or school district authority or public corporation until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the agent or agency to the persons found entitled thereto.

C. Civil Rights – General

SOURCE: 49 USC § 47123

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

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

D. Civil Rights – Title VI Assurances

SOURCE: 49 USC § 47123 and FAA Order 1400.11

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

Compliance with Nondiscrimination Requirements

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

- a. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of

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subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1) Withholding payments to the contractor under the contract until the contractor complies; and/or
 - 2) Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

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- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

E. INSERTION OF CLAUSES IN SUBCONTRACTS

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

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

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

OWNER:

CONTRACTOR:

City of Lander _____

American Road Maintenance, Inc. _____

By: _____

By:  _____

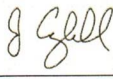
Title: _____

Title: Officer _____

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

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest:  _____

Title: _____

Title: President _____

Address for giving notices:

Address for giving notices:
4554 E Eco Industrial PI
Tucson, AZ 85756

License No.: 03733
(where applicable)

Designated Representative:

Designated Representative:

Name: _____

Name: Kyle Paulson _____

Title: _____

Title: Officer _____

Address: _____

Address: 4554 E Eco Industrial PI
Tucson, AZ 85756

Phone: _____

Phone: 480-309-7102 _____

Email: _____

Email: kyle@armwestcoast.com _____

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CORPORATE ACKNOWLEDGMENT

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

STATE OF AZ)
) ss
County of PIMA)

On this 29th day of June, 2023, before me appeared

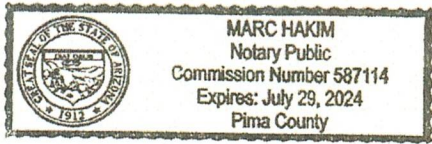
Kyle Paulson to me personally

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

Officer of American Road Maintenance Inc
(Title) (Company)

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

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



[Signature]
Notary Public

My Commission Expires: 7/29/24

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NOTICE TO PROCEED

Section 7, Item J.

Owner:	City of Lander	AIP No: N/A
		State No.: ALN004A
Contractor:	<u>American Road Maintenance, Inc.</u>	Contractor's Project No.:
Engineer:	Ardurra	Engineer's Project No.: 220680
Project:	HUNT FIELD AIRPORT – LND – 2023 PAVEMENT MAINTENANCE PROJECT	Contract Name: HUNT FIELD AIRPORT – LND – 2023 PAVEMENT MAINTENANCE PROJECT
		Effective Date of Contract: <u>July 12, 2023</u>

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on July 17th, 2023.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is August 31st, 2023, and the date of Final Completion is September 30th, 2023.

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

1. Provide certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. Submit work schedule to Engineer for review and approval.
3. Safety Plan Compliance Document (SPCD) in accordance with CSPP.

Owner:

Authorized Signature: _____

By: _____

Title: _____

Date Issued: _____

Copy: Engineer