	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, November 14, 2023 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	AGENDA		

Join Zoom Meeting

<https://us06web.zoom.us/j/87692077257?pwd=MNsZXQWlUzdHbzujohmt8mDUhktEjV.1>

Meeting ID: 876 9207 7257

Passcode: 126380

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. COMMUNICATION FROM THE FLOOR

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

- A. Public Comment

4. MAYOR AND COUNCIL UPDATES

5. STAFF REPORTS

6. CONSENT AGENDA

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

- A. Approve the Minutes from the October 10, 2023, Regular City Council Meeting.
- B. Approve the Minutes from the October 24, 2023, Regular City Council Meeting.
- C. Approve the Minutes from the October 24, 2023, Work Session City Council Meeting.
- D. Approve the Bills and Claims.

7. OLD BUSINESS (ACTION ITEMS)

- A. Approve Ordinance 2023-4 on Second Reading - An Ordinance Vacating a Partial Alley located in the JI Patten Addition Adjacent to 473 South 4th.

8. NEW BUSINESS (ACTION ITEMS)

- A. Approve Resolution 1314 Acceptance of County Multiagency Emergency Operations Plan.

- [B.](#) Approve Resolution 1315 Amending Resolution 1292 Fees and Utility Rates for Water and Wastewater Services.
- [C.](#) Approve Resolution 1316 Allowing Fireworks During Light Up Lander Event December 2, 2023
- [D.](#) Authorize the Mayor to sign Visionary's First Amendment to the Antenna Tower Space Lease Agreement.
- [E.](#) Approve Lander Volunteer Fire Department By-Laws.
- [F.](#) Authorize the Mayor to sign a 30-year lease of Lot 1, Table Mountain Subdivision with the Lander Housing Authority.
- [G.](#) Authorizing the Mayor to sign an agreement with the Wyoming Office of Homeland Security for a Radio Grant in the amount of \$27,310.00 to purchase new portable radios for the Fire Department.
- [H.](#) Award Bid to Tecia Waller and Authorize Council President Cox to sign an Agreement between the City of Lander and Tecia Waller for cleaning services of the City Hall and Police Department.
- [I.](#) Approve S 23.04 Minor subdivision and license for alley encroachment.
- [J.](#) Approve S 23.08 Jones Subdivision replat and annexation.
- [K.](#) Approve Z 23.02 Rezoning Lots 3-4 Earl and Farlow Addition to C-Commercial.
- [L.](#) Authorize the Mayor to sign a new airport hangar lease for ROMO2.0 /Keith McPherson for hangar number 502.
- [M.](#) Authorize the Mayor to sign High Country Construction, LLC Change Order No. 1 for the Lander High-Pressure Water Systems Upgrades Phase III Projects-Tank and Pump Station increasing the price in the amount of \$13,425.00 and increasing substantial completion to 11/30/2024.
- [N.](#) Authorize the Mayor to sign a one-year lease with LOTRA.
- O. Appoint Lance Hopkin to the Tiger Joint Powers Board.

9. ADJOURNMENT

Upcoming Council Meetings:

Regular Meeting:


6:00 PM Tuesday, December 12, 2023, City Council Chambers

6:00 PM Tuesday, January 9, 2023, City Council Chambers

Work Sessions:

6:00 PM Tuesday, November 28, 2023, City Council Chambers

6:00 PM Tuesday, December 26, 2023, City Council Chambers

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, October 10, 2023 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. CALL TO ORDER

Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call: COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. Declaration of a quorum. STAFF PRESENT: Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachele Fontaine.

2. APPROVAL OF AGENDA

Councilmember White proposed to amend the agenda under New Business, Section 8 on the LEDA recommendations for LIFT funds to allow review of each application individually. Motion to amend the agenda as proposed made by Councilmember Larsen, Seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

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

3. COMMUNICATION FROM THE FLOOR

A. Public Comment-None

4. MAYOR AND COUNCIL UPDATES

Councilmember J Hahn let people know Lander Volunteer Fire Department is hosting an Open House on the 12th from 6-8 PM and everyone is invited.

Councilmember Stuble provided an Energy and Environment Task Force update. The Task Force plans to provide an update to the Council at an upcoming Work Session. The Popo Agie Conservation District meets tomorrow. They are still seeking public comment on their five-year plan, which can be done on their website.

Council President Cox provided an update on the FCSD#1 Family Resource Center and noted that LEDA is on the agenda and that information will be presented then.

Councilmember D Hahn commented that the Second Street project looks really nice.

Councilmember White provided a Senior Center update. She and Councilmember Larsen attended an event coordination meeting last night. The Planning Commission has met a couple of times. She continues to be impressed by their level of commitment. She agrees with Councilmember D Hahn, the Street projects look really good. She understands the loss of parking spaces was a bit of consternation for businesses, but traffic is moving smoothly. The Pickleball Courts are very busy. Air Service September numbers were strong.

Councilmember Larsen reported that the LOTRA Lease has been signed and the Solid Waste District new scale house should be up next week, as well as the one in Dubois. The soccer tournament looked very successful.

Mayor Richardson updated the Council on interviews for the new WRTA and FCAG Director. He attended the Pickleball Court grand opening.

5. STAFF REPORTS

Chief Peters received the Bullet Proof Vest grant. Current vests are good until October of 2024, but the replacement process will start in January and have them in-house in May.

Public Works Director/City Engineer Lance Hopkin reported that Second Street is finished. Cliff is ready for pavement. The crew is in the middle of Popo Agie hoping the weather holds. Blasting happened yesterday and one-third of the rock around the existing tank was removed. More blasting near the Ellis tank will occur tomorrow. Water use is tapering off. He explained that the pavement and concrete for the Street projects was paid for by the one percent sales tax and the remaining cost was funded through the Enterprise Fund. Councilmember Stuble inquired about a "heads up" concerning parking spots being eliminated on Second Street, as communication is important. Lance explained there is a lot of discussion to be had and is working through issues to find solutions.

Assistant Mayor RaJean Strube Fossen provided an update on the Planning Commission and Title 4 changes.

City Treasurer Charri Lara commented that she and Rachele attended the WAMCAT Fall Institute last week and Beth Blackwell from the State presented on loan and grant funding. The City has submitted a letter to SLIB requesting an interest rate reduction for all the loans the City currently has with SLIB. On November 2nd, there is a meeting in Cheyenne to discuss increasing interest rates on capital construction loans by two percent. She and Mayor Richardson may attend and testify to the impact that increase would have. Lastly, she commented that auditors were here.

6. CONSENT AGENDA

- A. Approve Regular City Council Meeting minutes from September 12, 2023
- B. Approve Regular City Council Meeting minutes from September 26, 2023
- C. Approve Work Session Minutes from September 26, 2023
- D. Approve Bills and Claims

CENTRAL BANK & TRUST TRAVEL 632.21,COMMUNITY CENTER REFUNDS REFUNDS 600,WATER REFUNDS WATER REFUNDS 170.28,GROATHOUSE CONSTRUCTION RETAINAGE PAYALBE 315265,OTW SAFETY NEW ASSET 10212.38,CITY SERVICE VALCON FUEL 36183.43,MASTERCARD SUPPLIES 1480.76,MASTERCARD TUITION -65,MASTERCARD SUPPLIES 40,MASTERCARD SUPPLIES 320.4,MASTERCARD FUEL 44.56,MASTERCARD TRAVEL 50,MASTERCARD TRAVEL 30,MASTERCARD TRAVEL 951.56,MASTERCARD SUPPLIES 20,MASTERCARD SUPPLIES 71.27,MASTERCARD SUPPLIES 18.72,MASTERCARD HOUSEKEEPING SUPPLIES 47.89,MASTERCARD TUITION & REGISTRATION 249,MASTERCARD SUPPLIES 468,MASTERCARD PROFESSIONALS 199,MASTERCARD ADVERTISING 430,MASTERCARD TELEPHONE 1107.08,MASTERCARD SUPPLIES 80,MASTERCARD SUPPLIES 211.37,MASTERCARD SUPPLIES 14.99,MASTERCARD ADVERTISING 737.1,MASTERCARD MEETING EXPENSE 23.95,MASTERCARD SUPPLIES 184.65,MASTERCARD SUPPLIES 68.76,MASTERCARD POSTAGE 13.85,MASTERCARD TUITION & REGISTRATION 375,MASTERCARD SUPPLIES 38.95,MASTERCARD TUITION & REGISTRATION 220,MASTERCARD VEHICLE REPAIR -807.02,MASTERCARD SUPPLIES/TOOLS & EQUIP 101.34,MASTERCARD SUPPLIES/TOOLS & EQUIP 179.98,MASTERCARD VEHICLE REPAIR 536.58,MASTERCARD SUPPLIES/TOOLS & EQUIP 62.61,MASTERCARD BLDG GROUNDS MAINTENANCE 82.71,MASTERCARD SUPPLIES/TOOLS & EQUIP 80.99,MASTERCARD TUITION & REGISTRATION 325,MASTERCARD SUPPLIES 16.99,MASTERCARD PROF AND CONSULTING 55.78,MASTERCARD PROF AND CONSULTING 20,MASTERCARD OPERATION/ MAINTENANCE STREETS 144.54,MASTERCARD OPERATION/ MAINTENANCE STREETS 15.09,MASTERCARD OPERATION/ MAINTENANCE STREETS 16.52,MASTERCARD OPERATION/ MAINTENANCE STREETS 16.87,MASTERCARD OPERATION/ MAINTENANCE STREETS 82.15,MASTERCARD WATER SAMPLES TESTING 15,MASTERCARD WW LAB/TESTING 319,MASTERCARD WW LAB/TESTING 320,MASTERCARD WATER SAMPLES TESTING 398,MASTERCARD OPERATIONS AND MAINTENANCE 26.08,MASTERCARD OPERATIONS AND MAINTENANCE 36.68,MASTERCARD OPERATIONS AND MAINTENANCE 29.83,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD OPERATIONS AND MAINTENANCE 108.25,MASTERCARD OPERATIONS AND MAINTENANCE 1388.56,MASTERCARD OPERATIONS AND MAINTENANCE 4.94,MASTERCARD OPERATIONS AND MAINTENANCE 60.98,MASTERCARD OPERATIONS AND MAINTENANCE 447.74,MASTERCARD OPERATIONS AND MAINTENANCE 279.06,MASTERCARD OPERATIONS AND MAINTENANCE 139,MASTERCARD OPERATIONS AND MAINTENANCE 23.91,MASTERCARD OPERATIONS AND MAINTENANCE 73.56,MASTERCARD OPERATIONS AND MAINTENANCE 35.99,MASTERCARD OPERATIONS AND MAINTENANCE 36.48,MASTERCARD OPERATIONS AND MAINTENANCE 67.99,MASTERCARD WW LAB/TESTING 270,MASTERCARD OPERATIONS AND

MAINTENANCE 171.48,MASTERCARD OPERATIONS AND MAINTENANCE 290.25,MASTERCARD OPERATIONS AND MAINTENANCE 49.48,MASTERCARD OPERATIONS AND MAINTENANCE - 22.49,MASTERCARD OPERATIONS AND MAINTENANCE 41.94,MASTERCARD OPERATIONS AND MAINTENANCE 17.97,MASTERCARD OPERATIONS AND MAINTENANCE 42.44,MASTERCARD OPERATIONS AND MAINTENANCE 24.46,MASTERCARD OPERATIONS AND MAINTENANCE 14.97,MASTERCARD OPERATIONS AND MAINTENANCE 29.94,MASTERCARD OPERATIONS AND MAINTENANCE 58.85,MASTERCARD OPERATIONS AND MAINTENANCE 94.05,MASTERCARD OPERATIONS AND MAINTENANCE 33.76,MASTERCARD SUPPLIES 179.82,MASTERCARD SUPPLIES 25.5,MASTERCARD DUES 44,MASTERCARD SAFE. EQUIP. & BARRICADE 10.99,MASTERCARD SUPPLIES 74.65,MASTERCARD SUPPLIES 24.45,MASTERCARD OPERATIONS AND MAINTENANCE 19.04,MASTERCARD CHEMICAL FEED SUPPLIES 1516.8,MASTERCARD OPERATIONS AND MAINTENANCE 190.71,MASTERCARD OPERATIONS AND MAINTENANCE 37.64,MASTERCARD OPERATIONS AND MAINTENANCE 23.38,MASTERCARD OPERATIONS AND MAINTENANCE 127.96,MASTERCARD SHOP SUPPLIES 17.92,MASTERCARD VEHICLE REPAIR 164.84,MASTERCARD VEHICLE REPAIR 36.4,MASTERCARD VEHICLE REPAIR 31.97,MASTERCARD VEHICLE REPAIR 55.9,MASTERCARD VEHICLE REPAIR 252.63,MASTERCARD VEHICLE REPAIR 1020.14,MASTERCARD WW-OPERATIONS & MAINTENANCE 28.48,MASTERCARD WW-OPERATIONS & MAINTENANCE 49.56,MASTERCARD WW-OPERATIONS & MAINTENANCE 8.85,MASTERCARD WW-OPERATIONS & MAINTENANCE 56.35,MASTERCARD TUITION & REGISTRATION 500,MASTERCARD EMPLOYEE BENEFIT 900,MASTERCARD EMPLOYEE BENEFIT 130.37,MASTERCARD SUPPLIES 9.99,MASTERCARD SUPPLIES 549.17,MASTERCARD SUPPLIES 49.92,MASTERCARD FIRE EQUIPMENT MAINTENANCE 117.98,MASTERCARD UNIFORMS 75,MASTERCARD FIRE EQUIPMENT MAINTENANCE 67.67,MASTERCARD SUPPLIES 10.5,MASTERCARD SUPPLIES 40.49,MASTERCARD SUPPLIES 123,MASTERCARD FIRE EQUIPMENT MAINTENANCE 199.99,MASTERCARD EMPLOYEE BENEFIT 141.85,MASTERCARD TUITION & REGISTRATION 190,MASTERCARD SUPPLIES 27.98,MASTERCARD TRAVEL 20,MASTERCARD TRAVEL 268.8,MASTERCARD SUPPLIES 39.95,MASTERCARD TUITION & REGISTRATION 200,MASTERCARD MOSQUITO GRANT 64.77,MASTERCARD OPERATIONS AND MAINTENANCE 18.99,MASTERCARD TELEPHONE & INTERNET 1164.65,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD TRAVEL 699.36,MASTERCARD TELEPHONE & INTERNET 1749.62,MASTERCARD TRAVEL 221.48,MASTERCARD TELEPHONE & INTERNET 1314,MASTERCARD DUES 159,MASTERCARD TURF & GROUNDS MAINTENANCE 69.79,MASTERCARD SUPPLIES 289.23,MASTERCARD SUPPLIES 26.19,MASTERCARD SUPPLIES 168.49,MASTERCARD POSTAGE 8.86,MASTERCARD NEW ASSETS 699.99,MASTERCARD POSTAGE 5.55,MASTERCARD SUPPLIES 64.1,MASTERCARD REPAIR AND MAINTENANCE SERVICE 11.06,MASTERCARD SUPPLIES 12.47,MASTERCARD POSTAGE 12.95,MASTERCARD TOWING 245,MASTERCARD SUPPLIES 87.5,MASTERCARD SHOP SUPPLIES 347.75,MASTERCARD SHOP SUPPLIES 8.05,MASTERCARD SHOP SUPPLIES 6195,MASTERCARD SHOP SUPPLIES 66.31,MASTERCARD SUPPLIES 34.58,MASTERCARD SUPPLIES 4.05,MASTERCARD TOOLS & SHOP SUPPLIES 85.46,MASTERCARD TURF & GROUNDS MAINTENANCE 11.54,MASTERCARD BUILDING MAINTENANCE 335.44,MASTERCARD TURF & GROUNDS MAINTENANCE 200,MASTERCARD TRAVEL -10.75,WATER REFUNDS WATER REFUNDS 142.05,COMMUNITY CENTER REFUNDS REFUNDS 300,COMMUNITY CENTER REFUNDS REFUNDS 465,MAVEN INSURANCE 52896,BLACK HILLS ENERGY GAS 1216.59,CENTRAL BANK & TRUST TRAVEL 399.53,71 CONSTRUCTION CO MISC SMALL STREET REPAIRS 15507.03,ALSCO LINENS 34,ALSCO LINENS 88.7,ALSCO LINENS 37.32,ALSCO LINENS 119.49,ALSCO LINENS 1169.2,ALSCO LINENS 46.78,ALSCO LINENS 23.84,ALSCO LINENS -18.44,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,API SYSTEMS INTEGRATORS COMMUNITY CENTER MAINTENANCE 282,ARMSTRONG CONSULTANTS INC TAXIWAY 4966.5,ARMSTRONG CONSULTANTS INC TAXIWAY 149688.49,BADGER METER INC METER REPLACEMENT 292.32,Bailey Valve Inc. OPERATIONS AND MAINTENANCE 195610,BOBCAT OF THE BIG HORN BASIN INC VEHICLE REPAIR 1325.23,BOBCAT OF THE BIG HORN BASIN INC VEHICLE REPAIR 149.78,BOYLE ELECTRIC BUILDING MAINTENANCE 749.53,BRADFORD SUPPLY COMPANY WW-OPERATIONS & MAINTENANCE 164.61,CARROLL SEPTIC SERVICE OPERATIONS AND MAINTENANCE 390,CITY PLUMBING & HEATING BUILDING MAINTENANCE 114.79,CITY PLUMBING & HEATING OPERATIONS AND MAINTENANCE 303.49,CITY PLUMBING & HEATING OPERATIONS AND MAINTENANCE 95,COWBOY SUPPLY HOUSE SUPPLIES 110.08,COWBOY SUPPLY HOUSE NEW ASSETS 19392.96,COWBOY SUPPLY HOUSE SUPPLIES 111.07,COWBOY SUPPLY HOUSE SUPPLIES 537.73,COWBOY SUPPLY HOUSE SUPPLIES 160,COWBOY SUPPLY HOUSE SUPPLIES 36.25,DOWL TRANSPORTATION 24220.17,ELLIS CONCRETE INC MISC SMALL STREET REPAIRS 15275.63,ENDRESS & HAUSER OPERATIONS AND MAINTENANCE 901.66,ENDRESS & HAUSER OPERATIONS AND MAINTENANCE 3565.89,ENDRESS

& HAUSER OPERATIONS AND MAINTENANCE 4851.03,ERDMAN COMPANY PROJECT COST - ASSISTED LIVING 20875,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 1203.5,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 3447.83,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 1041.75,FLEX SHARE BENEFITS FLEX SHARE FEES 252.1,FLEX SHARE BENEFITS FLEX SHARE FEES 256.55,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 46,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 17,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 27.4,FREMONT COUNTY TREASURER PRISONER CARE 6710,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18751.41,FREMONT COUNTY TREASURER PROPERTY TAXES 704.53,FREMONT MOTOR COMPANY VEHICLE REPAIR 4224.41,FREMONT MOTOR COMPANY VEHICLE REPAIR 19.92,FREMONT MOTOR COMPANY VEHICLE REPAIR 89.99,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 17416.65,HIGH COUNTRY CONSTRUCTION STORAGE TANK REPLACEMENT 341,622.85 and 424468.33,HOMETOWN OIL SHOP SUPPLIES 1723.84,HONNEN EQUIPMENT CO VEHICLE REPAIR 657.65,HONNEN EQUIPMENT CO VEHICLE REPAIR 41.88,INQUIREHIRE EMPLOYEE SCREENING 32.1,JIRDON AGRICHEMICALS TURF & GROUNDS MAINTENANCE 2860,JOE JOHNSON EQUIPMENT VEHICLE REPAIR 23546.87,JOE JOHNSON EQUIPMENT VEHICLE REPAIR 888.87,KIWANIS CLUB OF LANDER COMMUNITY PROGRAMS 600,L N CURTIS & SONS SUPPLIES 658.35,L N CURTIS & SONS FIRE EQUIPMENT MAINTENANCE 200.54,L N CURTIS & SONS SUPPLIES 925.95,"LANDER PRESENTS, INC" ECONOMIC DEVELP PROJECTS 3750,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 2455.23,LONG BUILDING TECHNOLOGIES COMMUNITY CENTER MAINTENANCE 487.07,LOZIER TERESA BUILDING MAINTENANCE 950,MAVEN INSURANCE 5000,MES ROCKY MOUNTAINS FIRE EQUIPMENT MAINTENANCE 123.95,MES ROCKY MOUNTAINS NEW ASSETS 86126,MIDLAND IMPLEMENT CO VEHICLE REPAIR 346.92,MIDLAND IMPLEMENT CO VEHICLE REPAIR 28.14,NAPA VEHICLE REPAIR 119.99,NAPA VEHICLE REPAIR 9.85,NAPA VEHICLE REPAIR 578.17,NAPA VEHICLE REPAIR 41.88,NAPA VEHICLE REPAIR 4.88,NAPA VEHICLE REPAIR 614.8,NAPA VEHICLE REPAIR 32.42,NAPA VEHICLE REPAIR 21.05,NAPA VEHICLE REPAIR 19.5,NAPA SHOP SUPPLIES 9.69,NAPA VEHICLE REPAIR 256.69,NAPA VEHICLE REPAIR 47.84,NAPA SUPPLIES 10.01,NAPA VEHICLE REPAIR 25.13,NAPA VEHICLE REPAIR 198,NAPA VEHICLE REPAIR 60.36,NAPA VEHICLE REPAIR 266.73,NAPA VEHICLE REPAIR 42.39,NAPA VEHICLE REPAIR -18,NAPA AUTO PARTS - RIVERTON VEHICLE REPAIR 287.98,NORCO INC SHOP SUPPLIES 15,NORCO INC SHOP SUPPLIES 84.63,NORCO INC OPERATIONS AND MAINTENANCE 675,PARTTIME WAGES CEMETERY 6,172.25, MUNICIPAL COURT 1,889.64, PARKS 2,258.75, WEED & PEST 697.40, POLLARDWATER OPERATIONS AND MAINTENANCE 2613.16,PRECISION DIRT OPERATIONS AND MAINTENANCE 37868,PRECISION DIRT OPERATIONS AND MAINTENANCE 28205,REWORX PROF. & TECHNICAL SERVICE 8580,RIVERTON TIRE & OIL CO VEHICLE REPAIR 569.04,RIVERTON TIRE & OIL CO TIRES 1144,ROCKY MOUNTAIN AUTOMATIC DOORS LLC BUILDING MAINTENANCE 85,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 567.72,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 960,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 761.74,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 229.74,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 733.18,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 255.22,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 379.23,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 372.84,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 956.9,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 3199.44,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 544.08,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 1117.9,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 439.94,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 188.86,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 958.58,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 42.19,STOTZ EQUIPMENT VEHICLE REPAIR 6638.68,STOTZ EQUIPMENT VEHICLE REPAIR 326.96,STRIKE CONSULTING GROUP PROF AND CONSULTING 16588.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 6095,STRIKE CONSULTING GROUP PROF AND CONSULTING 5911.25,STRIKE CONSULTING GROUP FLOOD DAMAGE REPAIR - FEMA 5610.5,STRIKE CONSULTING GROUP PROF AND CONSULTING 2857.5,STRIKE CONSULTING GROUP FLOOD DAMAGE REPAIR - FEMA 1450,"SUMMIT WEST CPA GROUP, P.C." PROFESSIONALS 735,"SUMMIT WEST CPA GROUP, P.C." PROF AND CONSULTING 8300,"SUMMIT WEST CPA GROUP, P.C." PROFESSIONALS 185,SWEETWATER AIRE BUILDING MAINTENANCE 4499.31,SWEETWATER AIRE BUILDING MAINTENANCE 3120.69,SWEETWATER AIRE BUILDING MAINTENANCE 150,TEAM LABORATORY CHEM LLC GRAVEL 1118,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 3817,TED D MILLER ASSOCIATES INC WW-OPERATIONS & MAINTENANCE 575,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 3639,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 239,TRIHYDRO PARKS LAND PURCHASE

1067.5,"WALLER, TECIA" COMMUNITY CENTER MAINTENANCE 3500,WAM - WCCA WAM ENERGY PAYMENT 2500,WAMCO LAB INC. WW LAB/TESTING 380,WAMCO LAB INC. WW LAB/TESTING 2100,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 2668.7,WHITING LAW PC GENERAL ATTORNEY 950,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 8643.75,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 5720,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 3455,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 495,WIND RIVER LANDSCAPE COMPANY MAIN STREET TREES/LANDSCAPING 4900,WWC ENGINEERING PROJECT COST - WELLS AT WTP 17939.75,WWC ENGINEERING PROF AND CONSULTING 2511,WWQPCA TUITION & REGISTRATION 620,WYDOT - FINANCIAL SERVICES FUEL 4449.14,WYDOT - FINANCIAL SERVICES FUEL 9649.29,WYOMING MACHINERY CO. VEHICLE REPAIR 8077.18,WYOMING MACHINERY CO. VEHICLE REPAIR 6863.18,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 656.25,CROSSING THE THRESHOLD LLC ECONOMIC DEVELP PROJECTS 1377.5

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

7. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Third Reading Ordinance 2023-3 Amending Title 12, Section 12-3-3 Park and Recreation to Allow for Regulation of All Parks through Adopted Individual Park Rules

Motion made by Council President Cox to approve the Third Reading of Ordinance 2023-3, Seconded by Councilmember Stuble.

Discussion: Councilmember J Hahn asked if anybody from the City was notified about camping on the new lot the City purchased. The Assistant Mayor answered no one contacted her, and that is something we need to be aware of. Councilmember Stuble commented she has heard very little about this ordinance. She stated each park has slightly different values and resources and she likes the flexibility and being able to change those rules as needed by resolution. In response to Councilmember J Hahn’s comment the reason behind this is to establish rules to be able to limit where people camp and provide direction for the police department. Councilmember White commented that most of the public does not understand the purpose of the ordinance. This ordinance allows for different rules for different parks. Council President Cox inquired if there has been a discussion concerning school property that the City leases. Assistant Mayor RaJean Strube Fossen has an upcoming meeting with the School and that issue is an agenda item. Council President Cox asked Chief Peters if there is a procedure to refer people living in the park to housing. Chief Peters replied that there are a few procedures in place.

Call for the vote. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

8. NEW BUSINESS (ACTION ITEMS)

- A. Approve Resolution 1311 Amending the Job Description for the Mechanic Series and Creating a Job Description for Police Department Captain

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

- B. Approve Resolution 1312 Amending Salary Structure Within The City of Lander

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

- C. LEDA recommendations for LIFT funds.

Discussion: Councilmember White proposed discussing each application individually. Council President Cox presented concerns about how much application information is public. Attorney Phillips answered that the applications are a public record once submitted, however, some discretion is warranted. Discussion ensued as to individual application approval as opposed to application approval as a whole. LEDA and LIFT differ in their recommendations. LIFT made funding recommendations and LEDA is recommending not funding any of the applications. Councilmember J Hahn inquired about the information that had been provided on this topic. LEDA provided some information that was included in the agenda packet sent to the Council on

Thursday. On Monday, LEDA provided more information, and as Monday was a holiday, Councilmember Stuble forwarded that supplemental information to all Councilmembers. Attorney Phillips commented that if the Council is uncomfortable with this, Council could table it until the next meeting to give people an opportunity to review it, or Council can move forward tonight.

Motion by D Hahn to table this item until the October 24, 2023, Regular Council Meeting. Seconded by Councilmember J Hahn. Councilmember voting nay: Larsen, White Councilmember voting aye: D Hahn, Cox, Stuble and J Hahn. Motion passed.

D. Approve Table Mountain Subdivision

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

E. Approve the re-dedication of Bishop Randall Drive to conform with the as-built street and extend it into Table Mountain Subdivision.

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

F. Authorize Mayor to sign the MOU between the Fremont County Pioneer Museum and the City of Lander for joint operation of the Welcome Center.

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

9. ADJOURNMENT

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

Being no further business to come before the Council, the meeting was adjourned at 6:48 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk


CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, October 24, 2023 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

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

2. APPROVAL OF AGENDA

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

3. PUBLIC HEARING

- A. Hearing opened for Ordinance 2023-4 Vacating a partial alley adjacent to 473 S 4th at 6:02 PM.
- B. City Clerk Rachelle Fontaine read Ordinance 2023-4 into the record.
- C. Public comment- Councilmember D Hahn inquired if there is an advantage to the City for partial vacation of alleys. The Public Works Director Lance Hopkin answered that after vacation the City is no longer responsible for the care and the property becomes developable acreage for private owners.
- D. Hearing closed at 6:05 PM.

4. COMMUNICATION FROM THE FLOOR

- A. Public Comment-None.

5. MAYOR AND COUNCIL UPDATES

Councilmember Larsen complimented the Street Department and City crews. He stated it is nice to see three of the four projects paved. He hopes we can get one more paved before winter.

Councilmember White echoed Councilmember Larsen’s comments concerning the Street Department and City crews. She participated in the Wyoming Business Council Community Review Workshop assessing some of Lander’s assets and identifying challenges. The Planning Commission met, and they addressed the alley vacation and considered a re-zoning request which was denied by the Board of Adjustments.

Councilmember D Hahn commented that he was driving down South Fifth and there were bicycle riders in the middle of the road backing up traffic. We need to respect each other as road users.

Mayor Richardson commented he will be out of town for HR training and on the second he and Charri are headed to Cheyenne to testify on the proposed SRF program interest rate increase.

6. STAFF REPORTS

Chief Peters commented that the multijurisdictional DUI team starts this weekend. There will be twenty-four events. The goal is to keep everybody safe.

Assistant Public Works Director Hunter Roseberry commented that the City is aware of the Main Street lighting issues. The City is seeking grant funding for streetlights and working on short-term resolutions. Additionally, he is working on resurrecting the Board of Appeals.

City Treasurer Charri Lara suggested an amendment to Resolution 1292. The resolution requires a delinquency charge of 10% of the unpaid water and sewer balances with no leeway. There was a house that had a major water break. Her water bill is \$4,000 and her late fee is \$300-400 a month. She is only able to pay \$125-150 per month payment. Staff recommends an amendment allowing for a suspension of these late fees under certain circumstances if payments are made monthly.

City Clerk Rachelle Fontaine commented that she will also be presenting the Council with drafts of ordinances updating employee bonding requirements and defining entertainment for Bar and Grill licenses. The City is advertising for mechanic and police captain positions.

7. NEW BUSINESS (ACTION ITEMS)

- A. Approve Ordinance 2023-4 on First Reading - An Ordinance Vacating a Partial Alley located in the JI Patten Addition Adjacent to 473 South 4th.

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

- B. Approve JAG Hill Subdivision

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

- C. LEDA recommendations for LIFT funds.

Councilmember White made a motion to take LEDA recommendations for LIFT funds off the table, seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

Eric Andrews from LEDA was present. Upon request from Councilmember White concerning how the recommendation was made, he informed the council LEDA had received a lot of feedback. The LIFT committee did their job and scored them but neither LIFT nor LEDA were excited about the applications. No application set itself apart. They did not see a project that provided a lot of economic development for the community. Councilmember White commented she is hearing as LEDA gains more experience reviewing applications there should be baseline score prior to funding recommendations. Discussion ensued concerning changes that have already been made to the process, potential further changes and how to achieve the "best bang for the buck" for economic development. Councilmember D Hahn thanked Eric Andrews for his explanation and efforts. Councilmember White commented that some applications were less business orientated. In her mind that does not meet the definition of economic development and she wondered if there is a way to better define economic development for the application process. Eric commented that part of the issue is a lack of defined economic goals and objectives as a community.

The Council addressed each application individually:

- 1. Salt-Taco & Tequilla Bar.

Mayor Richardson commented this would create jobs and bring a new business to town.

Motion made by Councilmember White to approve the \$50,000 funding for the Salt-Taco & Tequilla Bar. Mayor Richardson called for a second. The motion died for lack for lack of second.

- 2. Benessere Clinic.

Councilmember White moved to approve for purposes of discussion. Councilmember Larsen second the motion for discussion.

Discussion: Councilmember White appreciates that they are looking for equipment and potentially increasing a part-time job, but it is not the robust application she is looking for. Councilmember D Hahn appreciates the request but commented they have already received money from another source. He is not in favor of repeat half-cent funding.

Councilmembers voting aye: None. Councilmembers voting Nay: Larsen, White, D Hahn and J Hahn. Motion fails.

- 3. The Grand Marquee Renovation.

Councilmember Larsen moved and Councilmember White seconded.

Discussion: Councilmember Larsen stated this application is for updating the physical facility and he struggles to see that as an economic development.

Councilmembers voting aye: None. Councilmembers voting Nay: Larsen, White, D Hahn and J Hahn. Motion fails.

5. Lander Performing Arts.

Fails for lack of motion.

6. Capital Improvements 228 Main Street.

Councilmember White moved to approve for purposes of discussion. Mayor Richardson called for a second. The motion died for lack for lack of second.

7. Hub for Conservation & Non-Profit.

Councilmember White moved to approve for purposes of discussion, second by Councilmember Larsen.

Discussion: Councilmember White this is one where she values the role the non-profits provide in the community. This one does not generate tax dollars and offers a repeat of services already available. Councilmember Larsen mentioned this was discussed at the Chamber meeting and there are several meeting facilities already available.

Councilmembers voting aye: None. Councilmembers voting Nay: Larsen, White, D Hahn and J Hahn. Motion fails.

8. Onsite Laundry & Showers.

Fails for lack of motion.

A general discussion ensued between the Council and LEDA concerning the scoring, the scoring matrix and changes to eligibility.

D. Approve Resolution 1313 Amending Resolution 1285 City of Lander Fee Schedule for the purpose of adding a New Nonconforming Setback/Utility Registration Fee.

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

8. ADJOURNMENT

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


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		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, October 24, 2023, at 6:45 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. NEW BUSINESS (NON-ACTION ITEMS)

- A. Discussion concerning the new proposed LVFD By-Laws.
 Lander Volunteer Fire Department Chief Eric Siwik explained that every two to four years these are revised. The proposed By-Laws contain a few minor changes and cleans-up of some of the verbiage. Additionally, Article 9 was added to set a standard for awards. Councilmember Larsen asked if there was prior standard or amount. Eric answered there was no set standard, and the group took an average of what was spent previously to arrive at this standard. A Grievance section was also added.
- B. Joey Waller, President of the Lander Community Veterans Resource Center Inc presentation.
 Joey Waller President of the Lander Community Veterans Resource Center Inc provided a comprehensive overview and explanation of the program.
- C. Energy and Environment Task Force Greenhouse Gas Emissions Goal presentation.
 Kara Colovich, Randy Craft, Adam Keifenheim, Courtney Larson and Louisa Hunkerstorm provided a slide show presentation covering the task force history and purpose, the year in review, other communities’ goals, the State of Wyoming greenhouse gas planning, the City of Lander’s 2021 Greenhouse Gas Emissions Baseline, project co-benefits, return on investment, grant competitiveness and the EE Task Force’s recommendation for a Municipal Target of 80% reduction by 2050.
- D. Discussion concerning potential Municipal Code Title 3 changes.
 Hunter Roseberry, Assistant Public Works Director, provided an overview of proposed changes to the Lander Municipal Code Title 3 which will entail proper adoption of the codes. The requirements are not changing but the proposed changes provide more teeth.
- E. Non-Metered Water Use Discussion
 Hunter Roseberry, , Assistant Public Works Director explained staff is proposing a fee for non-metred water usage to protect the safety of our water, prevent cross contamination, and the system, as well as provide a deterrent so people follow the rules.

2. ADJOURNMENT

CITY OF LANDER MISSION STATEMENT
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ORDINANCE 2023 - 4

**AN ORDINANCE VACATING A PARTIAL ALLEY LOCATED IN THE
J.I. PATTEN ADDITION, CITY OF LANDER, FREMONT COUNTY WYOMING,
ADJACENT TO 473 SOUTH 4TH STREET**

WHEREAS there has been a request to vacate a property which is legally described as follows:
PARTIAL ALLEY LOCATED IN J.I. PATTEN ADDITION TO THE CITY OF LANDER,
FREMONT COUNTY WYOMING, as recorded in the office of Ogden City, Weber County, Utah
Territory and Recorded on April 27th, 1886, and more particularly described as follows:

An existing alley as dedication to the City of Lander within Section 18, T.33N., R.99W., 6th
PM., City of Lander, Fremont County, Wyoming, more particularly described as follows:
Commencing from the Southeast Corner of Lot 1, Block 42, J.I. Patten's Addition to the
Townsite (now City) of Lander. Thence proceed S16°49'48"W, a distance of 19.95 feet, more
or less, to the northeast corner of Lot 20, Block 42;
Thence N73°49'57"W, a distance of 37.74 feet, more or less, along the north line of said Lot
20 to the west line of the Southeast 1/4 of said Section 18;
Thence N00°19'18"W, a distance of 20.86 feet, more or less, along the said west line of the
Southeast 1/4 of said Section 18 to the south line of said Lot 1, Block 42;
Thence S73°45'28"E, a distance of 43.89 feet, more or less, along the south of said Lot 1,
Block 42, to the point of beginning of this description. Said Tract is adjacent to 473 South
4th and contains 814 square feet, more or less.

WHEREAS the City deems that the vacation of the alley would be in the best interest of the City;
and

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the City of Lander,
Wyoming as follows:

SECTION 1: The Mayor and City Clerk are directed, upon request of Gregg and Karen Meyer, the
current owners of record of 473 South 4th Street, to vacate the partial alley of said legal description
set forth above, and shall execute and deliver a quitclaim deed from the City of Lander, to said
property owners, for the land herein vacated upon the condition that a full release of liability and
indemnity agreement be executed, and said owners pay all costs associated with the vacation and
conveyance and upon providing the City with evidence of satisfactory arrangements with the effected
utilities.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: Severability. If any section, subsection, sentence, phrase, or clause of this
ordinance or the application thereof to any person or circumstances is held invalid, such invalidity
shall not affect the other provisions or applications of this ordinance which can be given effect
without the invalid provision or application, and to this end the provisions of this ordinance are
declared to be severable.

SECTION 4: This Ordinance shall take effect from and after its passage, approval and publication as
required by law and the ordinances of the City of Lander.

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the _____
day of _____ .

	AYE	NAY	ABSENT	ABSTAIN
Missy White	_____	_____	_____	_____
Dan Hahn	_____	_____	_____	_____
John Larsen	_____	_____	_____	_____
Josh Hahn	_____	_____	_____	_____
Julia Stuble	_____	_____	_____	_____
Melinda Cox	_____	_____	_____	_____
Monte Richardson	_____	_____	_____	_____

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 hereby certify that on _____, 2023, following passage, adoption and approval of Ordinance 2023-4, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Wyoming State Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____, 2023.

Rachelle Fontaine, City Clerk

RESOLUTION NO. 1314

**ADOPTION OF THE FREMONT COUNTY/MUNICIPAL/TRIBAL
EMERGENCY OPERATIONS PLAN**

This Emergency Operation Plan (EOP) has been revised from a version last dated December 2021. The EOP encompasses Fremont County Government, Eastern Shoshone Tribe, Northern Arapahoe Tribe, City of Lander, Town of Hudson, City of Riverton, Town of Shoshoni, Town of Pavillion and the Town of Dubois, Fremont County, Wyoming.

WHEREAS, The Department of Homeland Security Grant Guidance Program requires all state, territorial, local and tribal governments’ emergency operations plan to align with the National Response Plan coordinating structures, processes and protocols; and

WHEREAS, All natural or manmade disasters occurring in Fremont County Wyoming, regardless of the location, are responded to by all required emergency first responders; and,

WHEREAS, All first responders work under the same National Response Plan guidelines, which includes all National Incident Management System protocols which also must be included in all emergency operations plans; and,

WHEREAS, All Fremont County Wyoming governments and emergency services can successfully work under one emergency operations plan, which is required to be updated every 3 years.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, FREMONT COUNTY, WYOMING agrees to participate with Fremont County Government, Eastern Shoshone Tribe, Northern Arapaho Tribe, Town of Hudson, City of Riverton, Town of Shoshoni, Town of Pavillion and Town of Dubois in one unified Emergency Operations Plan to be used throughout Fremont County, Wyoming with oversight provided by the Fremont County Emergency Management Agency.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Lander, Fremont County, Wyoming this 14th day of November 2023.

CITY OF LANDER

Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on November 14, 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

RESOLUTION 1315
 AMENDING RESOLUTION 1292
 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	Total In City	Total Out of City
3/4" line with 5/8" meter	\$235	\$55	\$135	\$410	\$820	\$835	\$1245
¾" line with ¾" meter	\$245	\$55	\$135	\$410	\$820	\$810	\$1220
1" line with 1" meter	\$255	\$75	\$135	\$875	\$1,750	\$1305	\$2180
1 ½" line with 1 ½" meter	\$600	\$220	\$135	\$1,015	\$2,030	\$1935	\$2950
2" line with 2" meter	\$800	\$300	\$135	\$1,475	\$2,950	\$2675	\$4150
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 July 1, 2023 – June 30, 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	\$1,046.86	\$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 July 1, 2022- June 30, 2023

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 July 1, 2022.

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 July 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) Payment Arrangements for Severe Water Breaks: In the event an account holder/water user has a severe water line break resulting in a balance due and owing in an amount the account holder is unable to pay completely in the timeframe according to payment arrangements in (h) above, the City Treasurer and/or the City Clerk, or their designee, at his or her discretion, may formulate payment arrangements for the remaining balance. If the account holder makes payment each and every month under said arrangement, the City may suspend the accumulation of the delinquency charge of 10% of the unpaid account balance. Severe water break shall be defined as an identifiable water line break on the account holders’ real property resulting in a greater charge than the \$250.00 allowance causing extreme hardship to the account holder.
- (j) 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.

- (k) 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.
- (l) 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.
- (m) Rural Water Fees – Fees for water from the Rural Water House will be \$15.05 for 1,000 gallons
- (n) 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.
- (o) 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 _____ day of _____, 202__.

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 _____, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION 1316

**A RESOLUTION ALLOWING FIREWORKS
DURING LIGHT UP LANDER EVENT
DECEMBER 2, 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 finds that allowing fireworks during the Light up Lander Parade on Saturday, December 2, 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 December 2nd, 2023, during the Light up Lander Parade.

PASSED, APPROVED AND ADOPTED THIS 14th day of November 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 November 14th, 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

First Amendment to Antenna Tower Space Lease Agreement

THIS FIRST AMENDMENT TO THE ANTENNA TOWER SPACE LEASE AGREEMENT (“Amendment”) is made and entered into on October 17, 2023 by and between City of Lander, WY, referred to as “Lessor” and Visionary Communications LLC referred to as “Lessee.”

Recitals

The parties hereto recite, declare and agree as follows:

A. LESSOR and LESSEE entered into an Antenna Tower Space Lease Agreement (“Agreement”) dated November 1, 2019 with respect to a portion of property located at 1320 Bishop Randall Drive, Lander, WY 82520, with GPS Coordinates: 42.821046, -108.726747; NENE of Section 19, Township 33 North, Range 99 West, hereinafter referred to as “Leased Premises.”

B. LESSOR and LESSEE desire to enter into this First Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

Section 1(a) of the lease shall be AMENDED as follows:

1. Lessor grants nonexclusive rights to Lessee for the leased premises as described and on the following terms:

(a) Lessee shall be allowed to place a tower assembly on the Sage West Hospital premises and have access in exchange for:

i. a trade for one (1) business internet connection of the *fastest wireless standard speed offering available in Lessor’s area*, to be used as a redundancy in the case of primary service failure, to be installed at the following location: City of Lander, WY, 240 Lincoln Street, Lander, WY 82520 (Sonar ID 76571); so long as the location can be serviced by internet service from Lessee during the term of the lease. Service will be installed/upgraded upon receipt of a signed service order from Lessor.

ii. *A router will be provided by Lessee upon Lessor’s request.*

iii. The tower assembly will be no taller than the tallest existing tower currently residing on the roof and will consist of non-penetrating roof mounts. Special precautions will be taken to maintain the integrity of the roof membrane.

All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of the execution by the last party to sign.

Lessor:

City of Lander, WY
Attn: Monte Richardson, Mayor
240 Lincoln Street
Lander, WY 82520
(307) 332-2870
mrichardson@landerwyoming.org

Signature

Monte Richardson, Mayor
Print Name & Title

Date

STATE OF WYOMING }
 } ss.
County of Fremont }

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by: **Monte Richardson, Mayor, City of Lander, Wyoming.**

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT

Lessee:

Rosemary Corbin
Visionary Communications LLC
P.O. Box 2799 – 82717
1001 S. Douglas Hwy., Suite 201
Gillette, WY 82716
307.682.1884 office
307.682.2519 fax
contractadmin@visionarybroadband.com

Signature

Rosemary Corbin, PMO Director

Print Name & Title

Date

STATE OF WYOMING }
 } ss.
County of CAMPBELL }

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by: **Rosemary Corbin, PMO Director, Visionary Communications LLC.**

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission expires: _____

LANDER VOLUNTEER FIRE DEPARTMENT



BY-LAWS

2023

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 Volunteer Fire Department

**BY-LAWS OF THE
LANDER VOLUNTEER FIRE DEPARTMENT**

The organization shall be called the Lander Volunteer Fire Department. It is the mission of this Department to “fight fires, to perform rescue and lifesaving operations, and to train volunteer firefighters in the use of fire fighting and lifesaving equipment”. It is the intent of these BY-LAWS to provide a framework, by which this organization can efficiently operate, for the benefit of the community, under the statutory authority of the City of Lander, Fremont County, Wyoming.

ARTICLE 1: MEMBERSHIP

SEC. 1: MEMBERSHIP LIMIT

- (A) The membership shall consist of no more than forty-five (45) members as approved by the Mayor and Council of the City of Lander.
- (B) The need for new applicants shall be determined by the Chief and Officers of the Lander Volunteer Fire Department.

SEC. 2: APPLICATIONS FOR MEMBERSHIP

- (A) Any person may request a membership in the Lander Volunteer Fire Department by filling out an application. Any applicant applying for membership must be eighteen (18) years of age or older. An applicant must live within two (2) miles of the Lander city limits and shall have lived in that area for a minimum of 1 year.
- (B) Applicants transferring from another fire department or with prior fire service experience may have priority when prospective applicants are considered for membership. Such applicants shall submit a letter of reference from their previous Fire Chief to be considered for this priority.
- (C) Applicants will be required to attend a minimum of two (2) business meetings, two (2) training meetings and complete a physical agility test before being considered for a vote by the active Department membership.

SEC. 3: VOTING ON MEMBERSHIP

- (A) Vacancies will be filled upon approval of the active Department membership at the next regular business meeting.

- (B) Balloting upon all membership applications will be secret. The ballots will be collected by officers or chief's designees. Two people will be required to collect and count the ballots.
- (C) All applicants shall be voted upon one at a time with the oldest application being first, with the exception of applicants who meet the requirements of Article 1, Section 2 (B) of these BY-LAWS or have been past members of this Department.
- (D) A majority vote of the voting members present is required to accept or deny any application. If the majority vote is favorable, the proposed applicant shall become a probationary member of the Department. If the majority vote is unfavorable, the applicant will be denied and shall be notified by the Chief or designee. A denied applicant may re-apply for membership after sixty (60) days.

ARTICLE 2: MEMBERSHIP CATEGORIES AND PROVISIONS

SEC. 1: PROBATIONARY

- (A) The probationary period shall be for one (1) year, unless otherwise specified.
- (B) Probationary members shall have no voting rights.
- (C) For insurance purposes, a probationary member shall be required to pass a Department physical and complete drug testing and Hepatitis B screening within two (2) weeks of acceptance to the probationary period. This testing shall be at the expense of the City of Lander.
- (D) Upon satisfactory completion of the requirements as specified in Article 2, Section 1 (C) of these BY-LAWS, a probationary member will report to the Chief or a designee to be issued proper equipment and be given a walkthrough of the Department.
- (E) The Lander Volunteer Fire Department shall provide or arrange for the following to probationary members:
 - a. Proper personal protective gear.
 - b. Pager.
 - c. Key to the Department.
 - d. Vehicle I.D. plate.
 - e. Designated Fire Department number.

- f. Copy of the Lander Volunteer Fire Department BY-LAWS.
- g. Copy of the Lander Volunteer Fire Department Standard Operating Guidelines (SOG's).
- h. IFSTA Essentials of Fire Fighting manual (current version).
- i. Hepatitis B vaccination (if series not current). The City will cover the cost of the series or a booster to get the Hepatitis B current.
- j. Department email or account and Google drive access will be provided

SEC. 2: PROBATIONARY REQUIREMENTS AND PROVISIONS

- (A) During the probationary period as specified in Article 2, Section 1 (A) of these BY-LAWS, it shall be mandatory that a probationary member successfully complete the following requirements:
 - a. State of Wyoming Firefighter I Certification.
 - b. National Wildfire Coordinating Group (NWCG) Courses S-130 & S-190.
 - c. Attend a minimum of fifty percent (50%) of all regular scheduled business meetings and attend a minimum of fifty percent (50%) of all regularly scheduled trainings.
 - d. Attend a minimum of fifty percent (50%) of all calls for service.
 - e. Attain a Class B driver's license with minimum endorsements to include tanker and air brakes.
 - f. Meet quarterly with current Department Officers for the purpose of mentoring and consultation on probationary development.
- (B) Training for probationary member requirements shall be provided by or arranged for by a Captain or designee. An active member will be assigned as a mentor to each probationary firefighter by the chief of designee.
- (C) Working fire scene operations such as driving and pumping fire apparatus, initial hose line fire attack, etc., can only be performed after six (6) months' probation has been completed with approval of Department Officers. A member of the Department on probationary status shall be required to be familiar and comply with the BY-LAWS and Standard Operating Guidelines of the Lander Volunteer Fire Department.

- (D) A probationary member may be voted on for permanent, active status at the first regular business meeting after the one (1) year probationary period has ended.
- (E) It shall be the duty of the Chief or designee to report on the achievement of the probationary member prior to a vote for permanent, active status. If by the end of the probationary period a prospective member has not met the requirements set forth in Article 2, Section 2 (A) of these BY-LAWS, they may be placed back on six (6) months' probation or removed from the Department by a majority vote of the voting members present.
- (F) If a favorable vote as specified in Article 1, Section 3 (D) of these BY-LAWS is received, the probationary member will then become a permanent, active member of the Department and be granted all privileges thereof. At this time they may receive the following:
 - a. Fire Department dress shirt.
 - b. Fire Department Picture I.D. card.
 - c. Fire Department badge and insignia.
- (G) An unfavorable vote shall follow the provisions as specified in Article 1, Section 3 (D) of these BY-LAWS.
- (H) The Lander Volunteer Fire Department has the right to accept or reject any probationary member to permanent, active status by a majority vote of the voting members present.

SEC. 3: ACTIVE

- (A) The active members of the Lander Volunteer Fire Department shall obey the orders of the Officers of the Lander Volunteer Fire Department. Roll call shall be taken at all emergency calls. Active members must attend a minimum of thirty five percent (35%) of the Department's emergency calls, fifty percent (50%) of all regularly scheduled business meetings and attend fifty percent (50%) of regularly scheduled trainings. Each member will be responsible for seeing that their attendance has been recorded for all calls and training by reporting to the Officer in charge.
- (B) Active members who fail to meet the above requirements may be subject to the provisions outlined in Article 8, Section 1 (A) of these BY-LAWS.
- (C) All active members must meet the requirements of their positions as specified in Article 5, Sections (A) through (D) of these BY-LAWS.

- (D) An active member who has any condition or debilitating injury which requires medical treatment must present to the Chief or designee a letter provided by a physician giving a brief description of what the member can do with this medical condition and an estimated time of returning. In order to return a medical release provided by the physician will be needed before returning for firefighting activities. A copy will be given to the Chief for permanent record. All members on medical leave should attend meetings and offered trainings, but need not participate in any activities which would be restricted by the medical condition or the advice of his or her treating physician.
 - a. Firefighters on medical leave shall receive all benefits.
 - b. No member may remain on medical leave for a period more than one (1) year. If a related injury takes you past the 1 year you will be placed on inactive status following Article 2, Sec. 4.
 - c. The member's quotas at the time that medical leave starts will remain the same until medical release is received.
- (E) The Mayor of the City of Lander has the authority to request that the Chief of the Department obtain a physical examination.
- (F) The Chief of the Department has the authority to request that any active member, including Department Officers, obtain a physical examination.
- (G) All physical examinations requested or required by and for the Department shall be at the expense of the City of Lander.

SEC. 4: INACTIVE

- (A) An active member may elect to go to inactive status at any time. Any member who has been placed on inactive status with the Department must remain inactive for a minimum of six (6) months, unless the reason for requesting inactive status was directly job related and that reason has terminated.
- (B) An inactive member may come back on the active list without a vote if the Department has a vacancy, and if said member requests a return to the active list within three (3) years.
 - a. After three (3) years on the inactive list, the member shall be dropped from the Department roster.
 - b. No member shall be allowed to go inactive more than two (2) times in a five (5) year period, unless the request is directly job related.

- (C) Upon electing inactive status, such members shall forfeit all Department benefits and all Department property shall be returned.

SEC. 5: RETIRED

- (A) Any member who has served a minimum of fifteen (15) years as an active member may qualify for retired status. Retired members will retain the rights of an active member (voting, fire house use and access, etc.)
- (B) A retired member shall return all Lander Volunteer Fire Department issued personal protective gear and pager and may be issued a “Retired” vehicle I.D. plate.
- (C) Any member’s retirement shall be presented at the next regularly scheduled business meeting after the letter has been received. No vote from the active membership will be required.
- (D) Any retired member wanting to return to active status may do so as long as there is a spot available on the roster. They will need to receive a favorable vote from a majority of the members present. He/She will be automatically placed on active status and no probationary period will be required.

SEC. 6: RESIGNATION

- (A) A member who resigns from the Lander Volunteer Fire Department will no longer be considered a member of the Lander Volunteer Fire Department.
- (B) The resigned shall forfeit all Lander Volunteer Fire Department benefits. All Lander Volunteer Fire Department property must be returned.
- (C) Any member’s resignation shall be presented at the next regularly scheduled business meeting after the letter has been received. No vote from the active membership will be required.
- (D) The resigned shall not re-apply for a period of one (1) year from the date of resignation.

ARTICLE 3: BENEFITS

SEC. 1: WYOMING VOLUNTEER FIREFIGHTERS, EMT AND SEARCH AND RESCUE PENSION FUND

- (A) All members, upon being voted onto the Department, shall be enrolled in the Wyoming Volunteer Firefighters, EMT and Search and Rescue Pension Fund within thirty (30) days after a Department physical and testing, as specified in Article 1, Section 2 (C) of these BY-LAWS, have been successfully completed.
- (B) Monthly payments to the Wyoming Volunteer Firefighters, EMT and Search and Rescue Pension Fund as specified in this section, shall be made by the City of Lander.

SEC. 2: OTHER PROVISIONS

- (A) A member must be voted on as a regular, permanent member of the Lander Volunteer Fire Department before they are eligible to receive any Department benefits with the exception of insurance, workers compensation, clothing allowance, and enrollment in the Wyoming Volunteer Firefighters, EMT and Search and Rescue Fund.
- (B) If a probationary member does not satisfactorily complete the requirements of the probationary period, all monies that have been paid into an account on their behalf shall be forfeit back to the City of Lander.
- (C) A retired member, as outlined in Article 2, Section 5 of these BY-LAWS, will have their pension plan paid by the City of Lander until such plan reaches maturity.

ARTICLE 4: BUSINESS

SEC. 1: MONTHLY MEETINGS

- (A) Regular business and training meetings of the Lander Volunteer Fire Department shall be scheduled for the first and third Thursday of every month, with the exception of legal holidays. If the meeting falls on a legal holiday, the meeting will be called for the second Thursday of the month. The Chief or senior Officer in charge shall preside.
- (B) While conducting business of the Lander Volunteer Fire Department, the latest version of Robert's Rules of Order shall be followed.
- (C) Fifty-one percent (51%) of the voting membership present and assembled at the time of the meeting shall constitute a quorum for the transaction of business.
- (D) A meeting shall be held even if a quorum is not present, but NO voting can occur without a quorum.

- (F) Minutes of the last regular business meeting may be read, and if read, shall be approved before moving on to other matters of business. The order of the meeting's agenda shall be determined by the Chief or senior Officer in charge.
- (G) The Administrator, or designee, of the Lander Volunteer Fire Department will act as parliamentarian at all meetings, and will ensure that these BY-LAWS are followed in their intent.

ARTICLE 5: ATTENDANCE

SEC. 1: ATTENDANCE REQUIREMENTS

- (A) Recognizing that training for and responding to emergencies is part of the mission of the Lander Volunteer Fire Department, there shall be an overall minimum attendance of fifty percent (50%) of regularly scheduled business meetings and fifty percent (50%) of regularly scheduled trainings, and thirty-five percent (35%) of emergency calls.
- (B) Percent of attendance shall be actual attendance at regularly scheduled business and training meetings offered by the Department on the first and third Thursdays of each month. Meetings rescheduled per Article 4, Section 1 (A) of these BY-LAWS shall also count toward the percent of attendance.
- (C) In addition to the provisions set forth by Article 2, Section 3 (A) of these BY-LAWS, a roll call shall be placed in the Fire Hall. Upon responding or returning to the Fire Hall from a call for service, all attending members shall sign in. This record will be used as a basis for tallying the percentage as described by this section.
- (D) Each member shall be responsible for signing attendance sheets for meetings and trainings.

ARTICLE 6: LEAVE OF ABSENCE

MILITARY SERVICE

- (A) Any member called to active military duty shall be considered an active member for longevity purposes. No enumeration shall be made to the member while on active military duty. Said member may return to their position in the Department, regardless of vacancy, within six (6) months of completion of that active duty.

- (B) Bereavement. A member may miss 1 meeting and 1 training and may be exempt from call quotas for 7 consecutive days.

ARTICLE 7: OFFICERS AND TRUSTEES

SEC. 1: GENERAL QUALIFICATIONS

- (A) All offices of the Lander Volunteer Fire Department shall be held by active members during the term of their office. In the event that an Officer resigns their position, that office shall be declared vacant and may be filled by appointment by the Chief with a qualified person for the term remaining of the office.
- (B) The Officers of this Department will consist of a Chief, Assistant Chief, two (2) Captains, 2 Lieutenants, The Chief will receive an annual salary of \$750.00 and all other Officers will receive an annual salary of \$500.00.
- (C) The Chief and Assistant Chief shall be nominated and elected by the voting membership. All other Officers shall be appointed by the Chief and Assistant Chief. No election shall be held without at least two (2) nominated candidates for each office. Nominations for offices will be made from the floor prior to voting. A majority vote of the voting members present shall be required for a candidate to be elected to any office, including absentee votes.
- (D) Other Officers may be appointed by the Chief or Assistant Chief for special services as the need arises.
- (F) Should any vacancy occur in an office of this Department, it may be filled at the next regular business meeting by the Chief or designee in the manner prescribed in this section.

SEC. 2: CHIEF

- (A) It shall be the duty of the Chief or designee to conduct all meetings in accordance with these BY-LAWS and the latest version of Robert’s Rules of Order.
- (B) The Chief, with the assistance of the Officers, shall ensure that Department equipment and manpower needs are being sufficiently met.
- (C) The Chief shall be responsible for the overall supervision of training, maintenance of equipment, and Department record keeping.
- (D) The Chief or designee shall submit an annual report showing the calls for service, fire damage, recommendations, etc. for the previous calendar year by January 31st of the current year to the Lander City Council.

- (E) The Chief or designee shall submit a report of budgetary needs of the Department at the request of the Mayor of the City of Lander.

- (G) The qualifications for Chief shall be as follows, in addition to the general qualifications:
 - a. A member of the Lander Volunteer Fire Department having an active membership for at least five (5) years.
 - b. Have a thorough knowledge of maintenance and operation of equipment used by the Department.
 - c. Have previously served as Assistant Chief for at least one full year, served as a captain for two years.
 - d. The Chief will serve as an ex-officio member of the Lander Volunteer Firefighters Association.
 - e. The Chief will appoint a member to perform the duties of Fire Department Secretary.

- (H) The term for Chief shall be two (2) years. This position shall be subject to a vote of confidence by the membership on the last regular business meeting after the first full year of the term. A favorable vote as outlined in Article 7, Section 1 (E) of these BY-LAWS is required to maintain office. In the event of an unfavorable vote, the Assistant Chief shall assume the duties of Chief for the remainder of his or her term and may appoint a qualified member to fill the vacated position.

SEC. 3: ASSISTANT CHIEF

- (A) The Assistant Chief shall act in the capacity of the Chief in the event of their absence.

- (B) The qualifications for Assistant Chief shall be as follows, in addition to the general qualifications:
 - a. A member of the Lander Volunteer Fire Department having an active membership for four (4) years.
 - b. Have a thorough knowledge of maintenance and operation of equipment used by the Department.

- c. Have previously served in the capacity of another office at least one full year.
- (C) The Assistant Chief shall oversee the Department training program.
- (D) The term for Assistant Chief shall be two (2) years. This position shall be subject to a vote of confidence by the membership on the last regular business meeting after the first full year of the current term. A favorable vote as outlined by Article 7, Section 1 (E) of these BYLAWS is required to maintain office. In the event of an unfavorable vote, the Chief may appoint a qualified member to fill the vacated position.

SEC. 4: CAPTAINS

- (A) Captains shall act in the capacity of the Assistant Chief or Chief in the event of their absence.
- (B) The Captains shall be responsible to provide or arrange for all training requirements of the department the training of all probationary members as required by Article 2, Section 2 (A) of these BY-LAWS.
- (C) The qualifications for Captain shall be as follows, in addition to the general qualifications:
 - a. A member of the Lander Volunteer Fire Department having an active membership for three (3) years.
 - b. He or she shall have a thorough knowledge of maintenance and operation of equipment used by the Department.

SEC. 5 LIEUTENANTS

- (A) Will arrange for truck assignments and also designating truck officers for monthly equipment checks.
- (B) Lieutenants shall act in the capacity of Captains in the event of their absence.
- (C) Lieutenants may assist Captains in the organization and conducting of department training.
- (D) The qualifications for Lieutenant shall be as follows, in addition to the general qualifications
 - a. A member of the Lander Volunteer Fire Department having an active membership for at least two (2) years.

SEC. 7: TRUSTEES

- A) The Chief shall review annually the trustees of the Jerry Valentine Fund. In the event of vacancy, members interested in serving as a trustee shall submit a letter of interest to the chief. At the next regular business meeting the Chief will present candidates to the floor. A majority vote by the membership will be required to be elected as a trustee for the Jerry Valentine Fund.

ARTICLE 8: GRIEVANCE AND DISCIPLINARY ACTION

SEC. 1: MEMBER REVIEW

- (A) Members shall be subject to an annual attendance review to determine if the requirements outlined in Article 5, Section 1 (A) of these BY-LAWS are being met. This review shall be conducted by the Chief and Officers based on a calendar year from the last meeting in December. If a member is below required attendance he/she will be brought up for a majority vote by the membership in attendance. Quotas for meetings, training and emergency calls can be requested from the officers at any time during the calendar year.

SEC. 2: DISCIPLINE

- (A) Self-discipline or maintaining a disciplined work environment may be viewed as conditioning which corrects, molds, strengthens, and perfects. This quality can be found in competent volunteers who wish to conform to desirable patterns of conduct and who are capable of performing their duties promptly, efficiently, and unflinchingly. Obedience and order promote efficiency within an organization, and facilitate the coordination of effort. Poise and confidence advance high morale within the organization and encourage public trust.

A Fire Chief and Officers must deal courageously and directly with personnel problems. They should not be reluctant to contend actively with any situation, since hesitation will weaken discipline. The end result of the chief and officers' lenience will be a loss of respect rather than achievement of personal approval. To promote the positive aspects of discipline, the chief and officers must be alert at all times, to recognize and ensure credit for quality performance over and above the high standards set for the fire service.

Although there must be abiding mutual trust among volunteers, dedication to the organization should transcend individual loyalties. Failure to disclose information about fellow firefighters who violate the law and/or the rules and regulations is damaging to all members. Therefore, to advance the organization, proper performance must be encouraged and transgressions corrected. The reputation of the entire Lander Volunteer Fire Department may be affected by the behavior of a few

members. When necessary, discipline must be administered promptly and equitably, in order to be effective.

(B) Levels of Discipline

Disciplinary action can be administered at any level depending on the behavior or infraction of the By-Laws or Code of Conduct that may occur. The following describes the levels of discipline that are available to officers/supervisors.

A. Verbal Counseling - Many behaviors that are in need of modification are relatively mild and can be handled by supervisors in a fairly informal manner without documentation being generated. Officers/Supervisors may, and are in fact encouraged to, keep notes of verbal counseling that they may provide to members so that should further discipline be necessary in the future they have a record of the date on which verbal counseling occurred and what was discussed.

B. Verbal Reprimand - The verbal reprimand is the first level of discipline and involves a formal conversation between the officer/supervisor and member about a disciplinary or performance problem. A written record of the concerns and future expectations shall be documented in writing, and signed by both the officer/supervisor and members file.

C. Written Reprimand - A written reprimand may be issued for a more serious offense than for a verbal reprimand, or when undesirable behavior and/or performance issues continue to occur after receipt of verbal reprimand(s).

D. Suspension - A member may be suspended by an officer/supervisor. The Officer/supervisor shall notify the member, as soon as practicable, of the reasons for and the duration of the suspension. Suspension may be permitted pending investigation. A member reinstated after a period of suspension, will serve in a probationary status for 180 days.

(C) Grievance Procedures

Step 1. In the event a member has a complaint, informal discussions between the member and the supervising officer(s) are initially required. In most situations this would include the member and at least two (2) officers. The discussion must be requested by the member within five (5) days of the occurrence or receipt of disciplinary action and take place as soon as possible. The member is responsible for presenting the complaint to the officer(s)/fire administrator. The officer(s)/fire administrator are responsible for evaluating the members's complaint in compliance with this handbook.

If the complaint is not satisfactorily resolved at the informal discussion level, the member may file a formal written grievance.

Step 2. In the event an employee decides to file a formal written grievance, they shall do so within five (5) days from the date of the informal discussion between the member and the responsible officers. The member shall submit in writing their statement of events that led to the disciplinary action. The responsible officer(s) shall do the same and all documentation shall be given to the Fire Chief and Fire Administrator. The Fire Chief and Fire Administrator shall review documentation and request testimony and make a determination on the disciplinary action and report the results.

If through this process the complaint is not resolved the member can request a fire board review.

Step 3. The Fire Chief shall appoint a fire board to review the documentation and take testimony. The determination made by the fire board is final. All procedures of the grievance policy shall be approved by the Mayor and City Attorney.

SEC. 3: FIRE BOARD

- (A) The Fire Board shall consist of a minimum of three (3) past Chiefs of the Lander Volunteer Fire Department. This Board will be appointed by the current Chief and the current officers as the need arises. This appointment shall comply with the City of Lander policy manual and the Fair Labor Standards Act. The purpose of the fire board is to review the presented information of the grievance and/or disciplinary action, request new testimony from those involved in the action and make a final determination on the department level on the actions taken. This is the final step of the Lander Volunteer Fire Departments grievance policy.

Article 9: Lander Volunteer Fire Department Awards

Fireman of the Year: Eagle Award in Bronze and Glass, Maximum \$200

Presented to: _____ For an Outstanding Year of Dedication to the community and to the Lander Volunteer Fire Department

Process: All firemen all eligible, nominations open at both December meetings. When nominations are made justification will be made by the nominator. After the two December meetings ballots will be made for secret balloting at the first meeting in January to include a line for a no vote. The Fireman of the Year award does not have to be given out. In the event of a tie there will be another vote taken at the second meeting in January.

Along with this process it is requested to have a large permanent plaque made to list the recipients of the Fireman of the Year and one for the Danny Logue Award

Danny Logue Award: Blue Tuscany 7 3/4 inch-Fire Award, Maximum \$200

Danny Logue Award Presented to: _____

This award is presented to: _____ for many years of Loyalty, Constant Devotion and commitment to the Citizens of your community and The members of the Lander Volunteer Fire Department: year

The Danny Logue Award criteria is a member of the department in good standing with at least 15 years of service and goes above and beyond in his dedication and commitment to the Lander Volunteer Fire Department and the citizens of the City of Lander. This member participates in extra activities, supports the officers with department knowledge and experience and offers knowledge and experience to mentor new members of the department.

Chiefs Award- Maximum amount \$100

May be given out, Chief's Discretion. Plaque 6 wide by 8 inches tall. Verbiage shall be up to the Fire Chief

Most Trainings-Certificate of Appreciation, top 3 training hours

Most Calls-Certificate of Appreciation, top 3 most emergency calls attended

Outgoing Chief- officers of the year served without the fire chief, maximum \$300-Eagle engraving

Retirement: Half helmet-Ultimate Helmet Firefighter Award-Eagle Engraving Maximum \$500
Presented to _____ for years of dedicated and faithful service to the citizens of your community and the Lander Volunteer Fire Department
Years served by date

Years of service recognition:

Pins given out in 5 year increments until 15 years. At 20, 25 will be Fireman Award in Bronze And Glass-Fire Awards, Maximum \$200

30 and 35-Small size Brass Trumpet Trophy Fire Awards, maximum \$300

40 and 45-Sculpted Bronze Fire Hat-Fire Awards, maximum \$400

All awards presented at the annual banquet.

ARTICLE 10: GENERAL PROVISIONS

SEC. 1: BY-LAW CHANGES

- (A) These BY-LAWS can be changed from time to time providing a quorum is assembled for the transaction of business. Members shall be given two (2) weeks prior to a meeting regarding such changes and the nature of the meeting will be so stated. Any BY-LAW change(s) voted upon favorably by a majority vote of the voting members present will then be recommended to the Lander City Council for approval.

SEC. 2: AUTHORITY

- (A) All BY-LAWS enforced prior to this day and in conflict herewith are hereby repealed. These BY-LAWS shall take effect and be in effect from and after passage and adoption. All Officers, members, and BY-LAWS will be governed by Lander City Ordinance.

Revised and signed this ___ day of _____, 20__.

ATTESTED:

Fire Chief

City Mayor

**CODE OF CONDUCT OF THE
LANDER VOLUNTEER FIRE DEPARTMENT**

The following list of directives, although not exhaustive, represents the conduct standards for members of the Lander Volunteer Fire Department. The basis for these regulations is the following policy:

Every member of the Lander Volunteer Fire Department is expected to operate in a highly self-disciplined manner and is responsible to regulate their own conduct in a positive, productive, and mature way. Failure to do so will result in disciplinary action ranging from counseling to suspension or removal from the Department.

ALL MEMBERS SHALL:

1. Follow the BY-LAWS, Standard Operating Guidelines and written directives of both the Lander Volunteer Fire Department and the City of Lander.
2. Use their training and capabilities to protect the public at all times.
3. Work competently in their positions to cause all Department programs to operate effectively.
4. Always conduct themselves to reflect credit on the Department.
5. Always conduct themselves in a manner that creates good order inside the Department.
6. Keep themselves informed to do their jobs effectively.
7. Be concerned and protective of each member's welfare.
8. Operate safely and use good judgment.
9. Obey the law.
10. Be careful of Department equipment and property.

ALL MEMBERS SHALL NOT:

11. Engage in any activity that is detrimental to the Department.
12. Engage in a conflict of interest to the Department or use their position with the Department for personal gain or influence.
13. Fight.
14. Steal.
15. Use or be under the influence of alcoholic beverages, debilitating drugs, or any substance which could impair their physical or mental capacities while on duty.

By signing this Code of Conduct, a member agrees to accept the provisions contained within and to adhere to them to the best of their ability.

ATTESTED:

Member Name

**LEASE AGREEMENT BETWEEN THE CITY OF LANDER
AND THE HOUSING AUTHORITY OF THE CITY OF LANDER**

THIS LEASE AGREEMENT is made this ___ day of _____, 2023, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wy 82520, hereinafter referred to as “Lessor,” and the HOUSING AUTHORITY OF CITY OF LANDER (Authority), of Lander, Wyoming, hereinafter referred to as “Lessee.” City and the Authority shall collectively be known herein as the “Parties.”

RECITALS

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property as described herein, hereinafter “Real Property”, located in the City of Lander, Fremont County, Wyoming and

WHEREAS, the Governing body enacted Resolution 1203 authorizing the Authority to own and operate an Assisted Living/Memory Care facility on May 11, 2021, to meet the healthcare needs of its citizens, and

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

WHEREAS, the Lessor and the Lessee desire to enter into a long-term lease agreement of City property for the purpose of maintaining and operating all the duties, functions, and operations of Table Mountain Living Community (TMLC) 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 Building on the premises. The Lessor does hereby lease, let and demise unto the Lessee all real property within the Table Mountain Subdivision, Exhibit “A”, which is attached and incorporated herein, 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 use the property for the primary purpose of building Table Mountain Living Community, a memory care and long term

care facility and related activities. 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 the period of thirty (30) years, commencing on the ____ day of _____ 2023, and terminating on the ____ day of _____ 2053, unless sooner terminated for any of the reasons set forth in this Lease. Thereafter, this Agreement shall be re-written for a longer period as determined by the Lessee and Lessor. This Agreement will only terminate with Ninety (90) days written notice to the other party.

5. **RENTAL FEE.** Lessee shall pay to Lessor \$500 annually. Said payment shall be made on or before the 15th day of September, 2023. Like payments are to be made annually on or before the 15th day of September. After the rental lease expires, a new lease may be renegotiated or changed as mutually agreed upon by both parties.

6. **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.

7. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for purposes associated with placement and management of TMLC health care facility and other uses as deemed appropriate by Lessee. The Lessee shall have the right to occupy and use the premises for the purpose of maintaining and operating all the duties, functions, and operations of TMLC. Parties agree that the Authority shall acquire and maintain all licensure required from the Wyoming Department of Health to provide the permitted use.

8. **UNLAWFUL OR DANGEROUS ACTIVITY.** Lessee expressly agrees: Lessee shall neither use nor occupy the Premises, or any part thereof, for any unlawful or disreputable purpose nor operate the Premises or conduct TMLC business in a manner constituting a nuisance of any kind nor any non-permitted use. The Authority shall immediately, upon discovery of any unlawful or disreputable use, take action to halt such activity.

9. **INSURANCE AND INDEMNIFICATION.** Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee’s sole expense, general liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating “A” with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), and an aggregate limit amount of Two Million Dollars and no/100 (\$2,000,000.00). 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 building and all personal property on the premises. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said building and the use of said building. 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.

10. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. 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.

11. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of animal waste, trash, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-property site.

12. **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, and comply with the laws, ordinances and regulations. Lessor, its agents, and representatives, shall have an unrestrictive right to enter the leased premises for the purpose of inspection for compliance with the terms of the Lease, upon a twenty-four (24) hour notice to Lessee. Access entry may be needed or emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.

13. **ADDRESSES FOR NOTICES.** Any notices shall be sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln St.
Lander, Wy 82520

All notices to the Lessee shall be sent to:

LANDER HOUSING AUTHORITY
240 Lincoln St
Lander, WY 82520

14. **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 lease in exchange for rent or other compensation without the approval of Lessor. 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.

15. **ENVIRONMENTAL.** Lessee, for itself, 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.

16. **TAXES.** Lessee is responsible for any and all of their own taxes or assessments for personal property.

17. **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:
 - i. **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.

- ii. **Termination.** If such payments are not made within thirty (30) days after notice, this Lease and Lessee’s rights hereunder shall, at the election of the Lessor, forthwith terminate.
- iii. **Emergency Declarations.** If the City, County, or State is under a disaster declaration and such declaration prohibits the Lessee’s ability to hold their events, which therefore affects the Lessee’s ability to pay rent, such rent due may be negotiated between the Lessor and Lessee.

18. 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 building 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 of 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.
- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to the terms of this Agreement, and lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the building from the premises providing it leaves the premises in the same or better condition as when entered upon y Lessee; in the event Lessee does not remove the building 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 building from the land including but not limited to forcible entry and detainer and eviction. “Same or better condition” means that the building foundation, floor or apron should be left in-place if it is in

sustainable condition for use with a new building 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.

19. **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.

20. **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 or any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- D. **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.
- E. **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.
- F. **WYOMING LAW:** This agreement shall be construed in accordance with the laws of the State of Wyoming.
- G. **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.
- H. **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.

- I. **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.
- J. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

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.

IN WITNESS WHEREOF, the parties have executed this lease this _____ day of _____, 2023.

THE CITY OF LANDER
A municipal corporation,
Lessor

BY: _____
MAYOR

ATTEST:

CITY CLERK

HOUSING AUTHORITY OF CITY OF LANDER,
Lessee

BY: _____
Janeira Hart, **PRESIDENT**

ATTEST:

Cora Lee Reynolds, SECRETARY

STATE OF WYOMING)

COUNTY OF FREMONT) SS.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, Mayor, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public
My commission expires:_____

STATE OF WYOMING)
COUNTY OF FREMONT) SS.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, City Clerk, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public
My commission expires:_____

STATE OF WYOMING)

COUNTY OF FREMONT) SS.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, AUTHORITY PRESIDENT, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public
My commission expires:_____

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, AUTHORITY SECRETARY, who personally appeared before me and executed the foregoing document under oath.

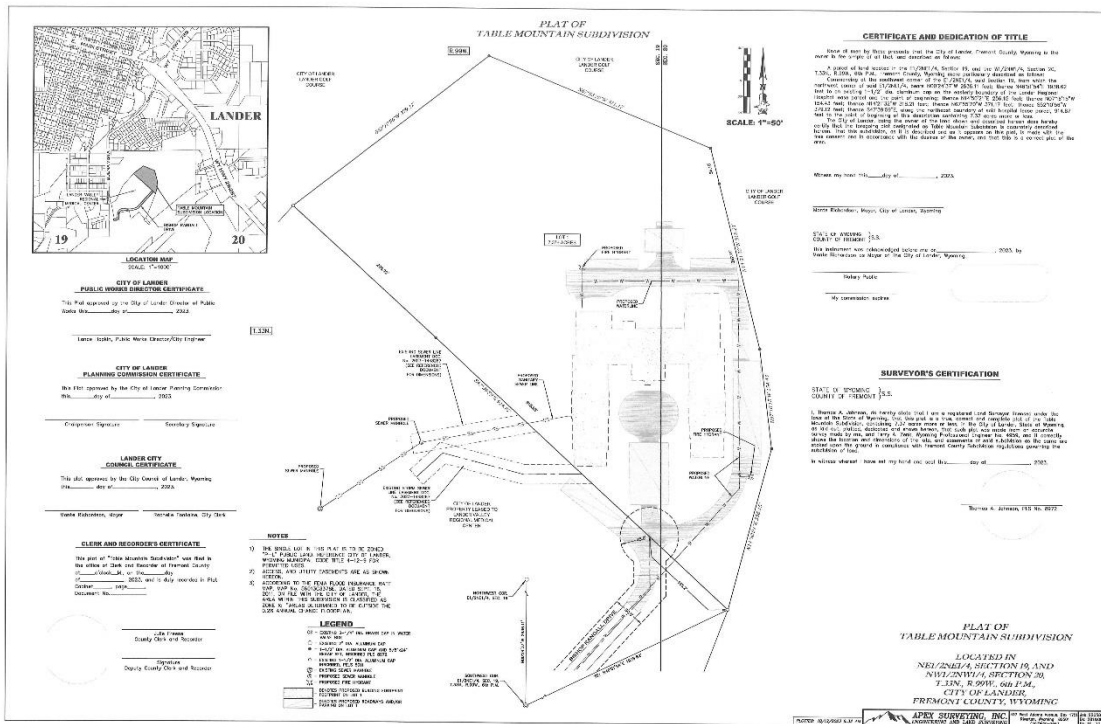
Witness my hand and official seal.

Notary Public
My commission expires:_____

EXHIBIT A

Lot 1, Table Mountain Subdivision located in the E1/2NE1/4, Section 19, and the W1/2W1/4, Section 20, T.33N., R.99W., 6th P.M., Fremont County, Wyoming more particularly described as follows:

Commencing at the southwest corner of the E1/2NE1/4, said Section 19, from which the northwest corner of said E1/2NE1/4, bears N00°24'37"W 2636.11 feet; thence N46°51'54"E 1938.62 feet to an existing 1-1/2' dia. aluminum cap on the easterly boundary of the Lander Regional Hospital lease parcel and the point of beginning; thence N14°50'21" E 256.15 feet; thence N07°16'15"W 154.43 feet; thence N14°21'32"W 318.21 feet; thence N67°55'20"W 371.17 feet; thence S52°10'56"W 379.12 feet; thence S47°39'59"E, along the northeast boundary of said hospital lease parcel, 914.87 feet to the point of beginning of this description containing 7.37 acres more or less.



**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF LANDER**

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2023

Subrecipient:	City of Lander
UEI #	J4WELFKSSKJ3
Federal Award Amount:	\$27,310.00
Period of Performance:	September 1, 2023 through August 31, 2025
CFDA #:	97.067
DHS Grant Code:	EMW-2023-SS-00061
Federal Award Date:	September 12, 2023
Project ID:	23-SHSP-LAN-FD-INT

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and City of Lander (Subrecipient), whose address is: 240 Lincoln St, Lander, WY 82520.

2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Interoperable Communications to improve the ability of City of Lander to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2023 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2023 through August 31, 2025. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed twenty seven thousand three hundred ten dollars and no cents (\$27,310.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
 - (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
 - (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

- D. **Lodging.** The Agency agrees to reimburse Subrecipient’s approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. **Meals.** The Agency agrees to reimburse Subrecipient’s approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

- A. Complete the project described in Attachment A, Project Description.
- B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.
- C. Comply with the 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.
- D. **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.
- E. **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. **Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact

Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

G. Procurement. Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.

H. Equipment.

(i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.

(ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."

(iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

I. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2023 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October 1, 2023 – February 28, 2024.

K. Closeout.

- (i)** Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
- (ii)** Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient’s expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A.** Pay Subrecipient in accordance with Section 5 above.
- B.** Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C.** Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

- A. Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient’s failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient 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 Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. 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 Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds

of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency 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.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit

report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative

action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page, and Attachment B, Agreement Articles, consisting of eleven (11) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard

Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency 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.
- Q. Patent or Copyright Protection.** The Subrecipient 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 Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

- W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

- Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

- Z. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:
Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:
City of Lander

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

SUBRECIPIENT’S ATTORNEY: APPROVAL AS TO FORM

Attorney

Date

ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM

for:  #234727

Jodi A. Darrough, Senior Assistant Attorney General

10-20-2023
Date

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Teresa Lozier, Independent Contractor, whose address is 7899 State Hwy 789, Lander, Wyoming 82520, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the City owns and operates City Hall located at 240 Lincoln Street, Lander, Wyoming, and the Lander Police Department located at 250 Lincoln Street, Lander, Wyoming; and,

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

WHEREAS, the Contractor agrees to perform the services required for the maintenance and care for the City Hall and Lander Police Department upon the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

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

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **DESCRIPTION OF WORK.** The Contractor will do general maintenance and act as caretakers/janitors for the entire facility. Said facilities being herein described are the Lander City Hall and Lander Police Department. Contractor shall complete the following:
 - A. General Cleaning of City Hall once a week
 - B. General Cleaning of the Lander Police Department twice a week
 - C. Quarterly Dusting of all woodwork, furniture and chairs
 - D. Deep cleaning of building twice a year, including windows, and steam cleaning of carpets.

3. TERM. This Agreement shall commence upon the signing of this Agreement, and shall continue in full force and effect until December 31st, 2024. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.

As part of this Agreement, the first six months after this Agreement is signed shall be a probationary period. Probationary period means that the Contractor's Agreement can be terminated at any time and for any reason.

4. COMPENSATION. In consideration of the Contractor providing the above-described duties, the City agrees to pay the Contractor the sum of One thousand and no/100 Dollars (\$1,000.00), payable to Contractor at the end of each month of employment.
5. PARTIES' OBLIGATIONS. The City shall furnish a vacuum cleaner, rug shampooer, mop and bucket, toiletries, housekeeping supplies and building maintenance supplies. Contractor shall furnish all other tools or supplies necessary to complete their duties.

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

A background check will be performed prior to employment.

6. WORK SCHEDULE REQUIREMENTS. Cleaning shall be completed twice (2), a week for the Police Department and once (1), a week for City Hall.
7. PERSONNEL. A list of employee names shall be provided to the City. At any time there is a change in employment, Contractor shall update the employee list and submit it to the City in writing. All individuals listed will be subject to a background check.
8. SUPERVISION. The Supervisor shall be on duty during any and all operations under this Agreement.
9. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present and working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
10. FIRE PROTECTION AND PREVENTION. The Contractor shall be acquainted at all times with the location of the fire protection equipment. The Contractor shall take necessary action to assure that all flammable materials, including but not

limited to cloths and waste, which could constitute a fire hazard, are placed in metal containers and removed from the buildings at the end of each day. No flammables shall be stored in the building, unless stored in appropriate flammable cabinet.

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

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

- 12. LIABILITY. The work to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.
- 13. INSURANCE. Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City's reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
- 14. KEYS. Keys and/or lock combinations to access the facilities will be provided by the City. The Contractor shall sign a receipt for keys issued, and be responsible for their return at the end of the contract. The Contractor shall notify the City immediately if any key(s) are lost or stolen. The City may, at the City's option, hold the Contractor liable for all costs associated with replacing lost keys. Contractor shall notify the City immediately if they believe the lock combination has been compromised so a new combination can be issued.
- 15. BUILDING SECURITY. The Contractor shall be responsible for checking and securing the building doors after cleaning and maintenance of the facility. The Contractor shall check and lock all exterior doors, including overhead doors, and turn off all lights when leaving the building. The Contractor shall email the City if any doors are found to be unlocked.

16. PROTECTION AND DAMAGE. The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.
17. MISCELLANEOUS REPORTING. Any fixture, item, equipment, or other related item located at the LCCC, including Government Furnished Equipment, that is broken, damaged, or need of repair shall be reported in writing to the City.
18. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
19. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
20. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
21. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
22. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
23. 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.
24. 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.
25. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or

any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.

- 26.
- 27. 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.
- 28. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

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

THE CITY OF LANDER,
a municipal corporation:

BY: _____
MELINDA COX, Council President

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
TECIA WALLER, Independent Contractor

PUBLIC NOTICE
CITY OF LANDER
REQUEST FOR PROPOSALS
JANITORIAL SERVICES FOR
CITY HALL AND THE LANDER POLICE DEPARTMENT

The City of Lander is accepting proposals for an independent contractor to perform janitorial services for Lander City Hall and the Lander Police Department located at 240 Lincoln Street, Lander, Wy 82520. Proposals should include a base amount per month which includes on-call services.

Specifications may be picked up at City Hall, 240 Lincoln, Lander, Wy 82520, or are available at www.landerwyoming.org. Interested parties may inspect the buildings by contacting City Hall, 240 Lincoln Street, Lander, WY or calling 307-332-2870.

Proposals must be clearly marked "Janitorial Services". Send all proposals to City Clerk Rachelle Fontaine, 240 Lincoln Street, Lander, Wyoming 82520. All proposals must be received by 2:00 p.m. on Wednesday, October 25, 2023.

The City of Lander reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interests of the City of Lander, all by State Statutes.

The City of Lander is an equal opportunity employer and does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its programs or activities. The City of Lander complies with the nondiscrimination requirements contained in Section 504 of the ADA regulations. The City of Lander is an Equal Opportunity Provider.

Rachelle Fontaine
City Clerk

Publish:
Lander Journal October 4, 11, 18, 2023

SPECIFICATIONS FOR JANITORIAL SERVICES
TO MAINTAIN AND CARE FOR
LANDER CITY HALL & THE LANDER POLICE DEPARTMENT

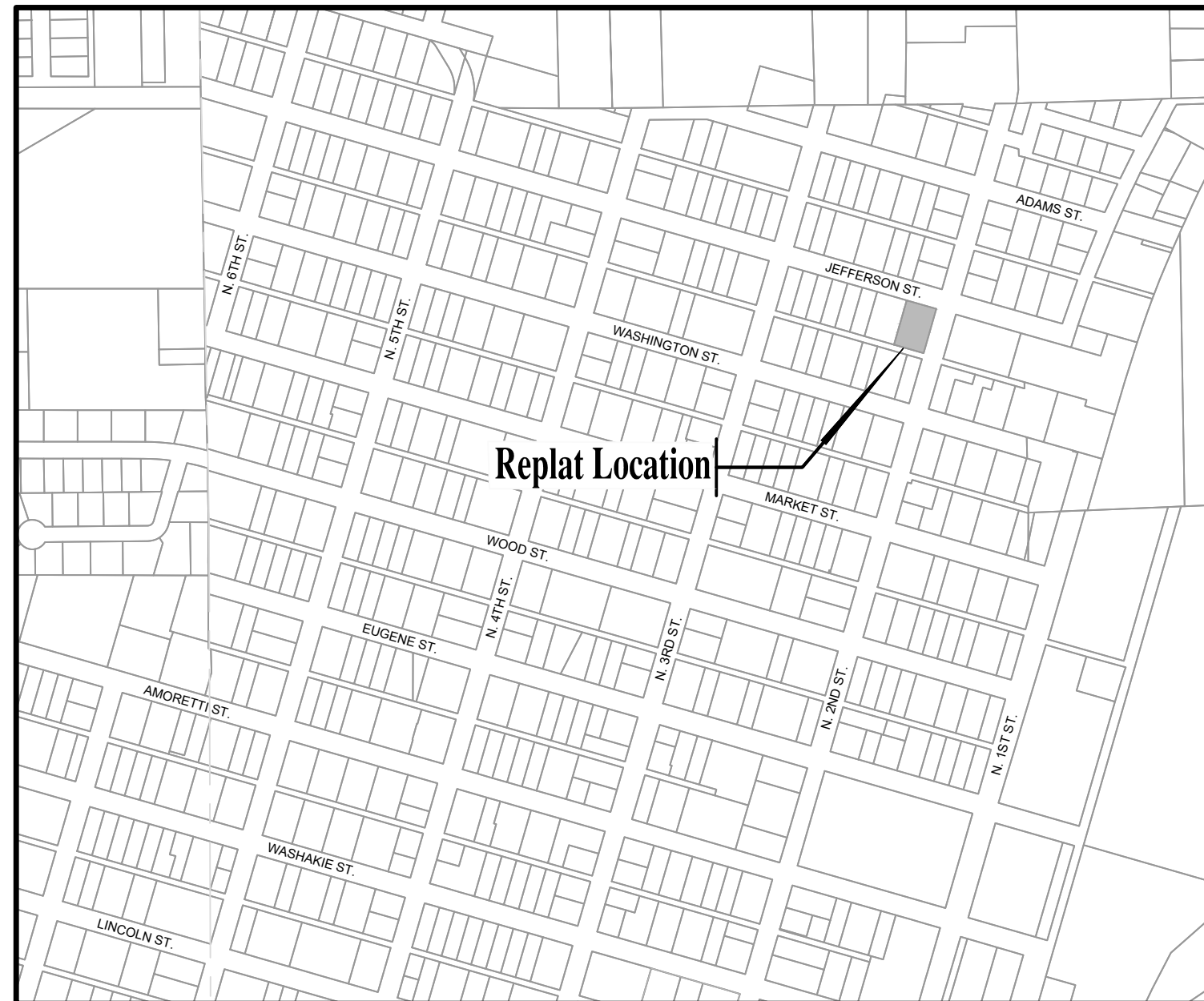
- General Cleaning of City Hall once a week
- General Cleaning of the Lander Police Department twice a week
- Quarterly Dusting of all woodwork, furniture and chairs
- Deep cleaning of building twice a year, including windows.

Contractor will determine the method, details, and means of performing the contracted janitorial services, including the determination of the need for and hiring of assistants at the Contractor's own expense. The City may not control, direct or otherwise supervise Contractor's assistants or employees in the performance of those services.

The City shall furnish vacuum cleaner, rug shampooer, mop and bucket, toiletries, housekeeping supplies and building maintenance supplies. Contractor shall supply any other tools, equipment, and supplies required to perform the contracted services.

It shall be the Contractor's sole discretion and at a cost solely to him to employ others to assist in the performance of his duties. In such case hiring, supervision and payment, including any applicable taxes such as FICA, Medicare, Social Security, or benefits such as Worker's Compensation or Unemployment Insurance, shall be the sole responsibility of Contractor.

The Contractor will provide insurance in the amount of \$1 million per occurrence/\$2 million general aggregate for general liability. A background check will be performed if selected. The term of this contract will be for two (2) years commencing January 1, 2024.



LOCATION MAP
Scale: 1" = 500'

CORRECTIVE PLAT OF:
**AMORETTI'S 2nd ADDITION
BLOCK 95, LOTS 1 & 2 REPLAT**

located in the:
**SE1/4SE1/4, Sec. 7, T33N, R99W. 6th
P.M.
CITY OF LANDER, WY**

CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all men by these presents that:

K & L Investments, LLC., a Wyoming limited liability company, owners of Lots 1 and 2, Block 95, Amoretti's Second Addition, City of Lander. As recorded in Document 2023-1450740 on September 11, 2023.

As it appears on this plat is with free consent, and in accordance with desires of the undersigned owners; have caused this property to be replatted into lots as shown and designated the same to be henceforth known as Amoretti's Second Addition, Block 95, Lots 1 and 2 Replat, City of Lander, County of Fremont, State of Wyoming; and do hereby grant to the city, and its licensees for perpetual public use, all streets, alleys, easements and other public lands within the boundary of their ownership as shown hereon and adjacent thereto for their indicated uses.

Utility easements as designated on this plat are hereby dedicated to the City of Lander and its licensees for perpetual public use for the purpose of installing, repairing, re-installing, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable television lines and other forms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the homestead exception laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, 2023.

Kevin Paul, managing member Lynn M. Ritter, managing member

STATE OF WYOMING)
COUNTY OF FREMONT) s.s.

The forgoing dedication was acknowledged before me this _____ day of _____, 2023, by Kevin Paul and Lynn M. Ritter, managing members of K & L Investments, LLC.

Witness my hand and official seal:

My commission expires: _____
Notary Public

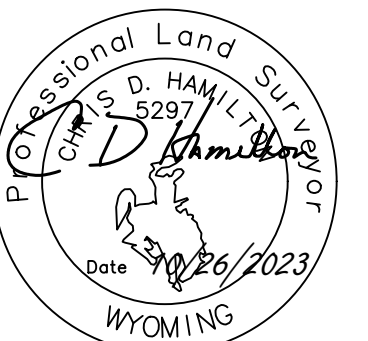
PLAT NOTES

- Reason for correction is to change the certificate of ownership as the owners recorded a new deed from themselves to a limited liability company, without notifying the land surveyor.
- This plat is to restructure Lots 1 and 2 of Block 95, Amoretti's Second Addition, of the City of Lander, by changing the current lots from a division line running north-south to an east-west division line.
- Per zone requirements for Zone R-3, Front setback is 20 feet, Side setback is 10 feet, Rear setback is 20 feet and Corner Lot setback is 23 feet, and are shown on this plat. Existing structure on Lot 2A have a temporary license recorded with this plat.
- The bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Feet; the distances are based upon a grid to ground scale factor of 1.0003175735 referenced from a control point, NGS "HART", using a latitude of N42°50'16.18787" and a longitude of W108°43'02.35522" and an ellipsoid height of 5337.61 ft.

CERTIFICATE OF SURVEYOR

COUNTY OF FREMONT) ss
STATE OF WYOMING)

I, CHRIS D. HAMILTON, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming; that this plat is a true, correct and complete plat of AMORETTI'S SECOND ADDITION, BLOCK 95, LOTS 1 and 2 REPLAT; that this survey has referenced the record plat of Capital Hill Addition, recorded in Book 'A' of Plats, on September 25, 1905; that this plat was made from an accurate survey of said property, made by me and/or under my supervision and correctly shows the location and dimensions of the lot and streets of said subdivision to the best of my knowledge, information and belief.



In witness whereof I have set my hand & seal this 26th day of October, 2023.

"unless signed and dated upon face of seal this is a preliminary plat"

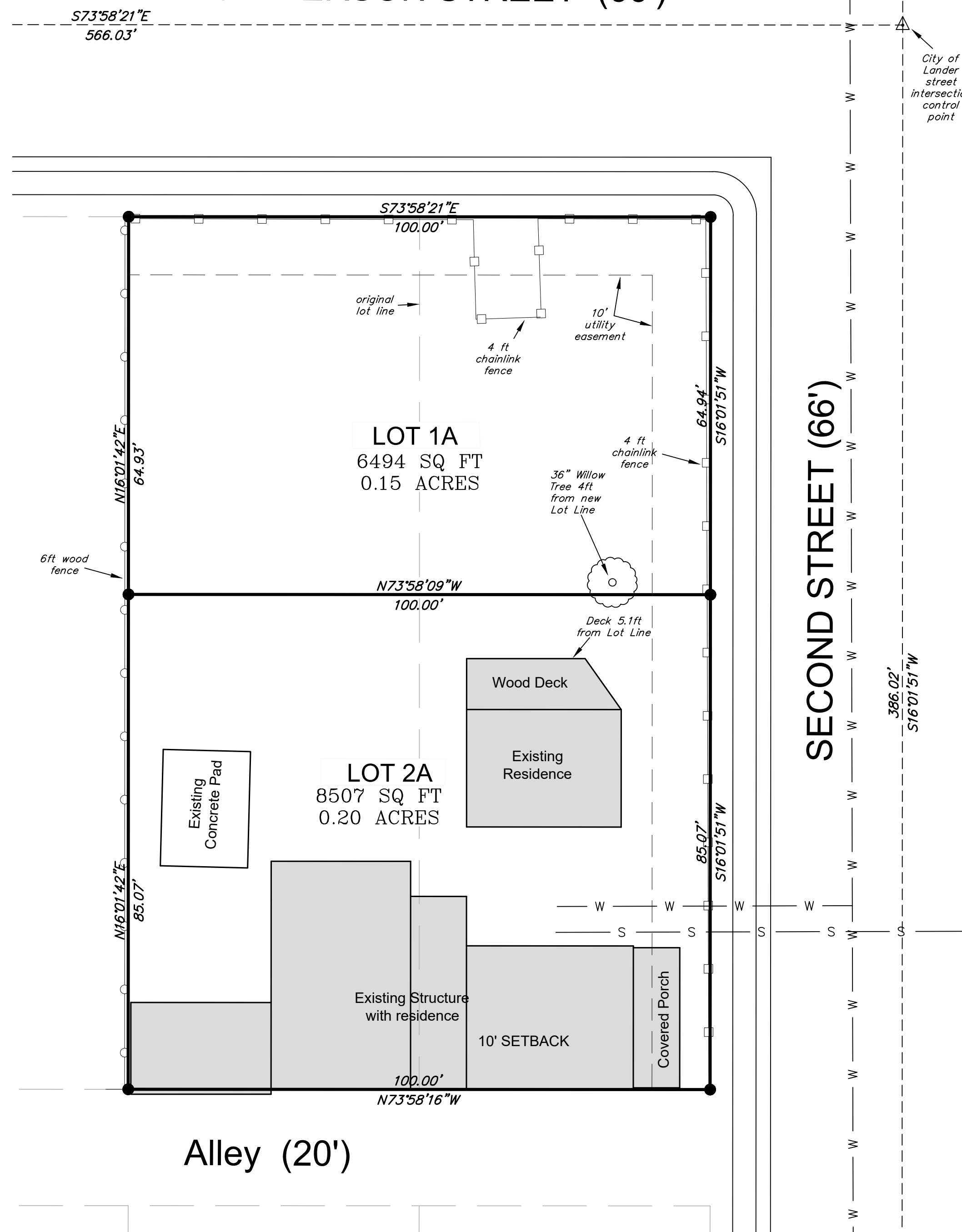
BOUNDARY LEGEND:

- ◆ = ORIGINAL GLO STONE CORNER
- ⊕ = HIGHWAY RIGHT-OF-WAY MONUMENT
- ⊙ = BENCHMARK OR CONTROL MONUMENT
- ⊙ # = PIPE (SIZE DENOTED)
- ⊙ T = T-BAR WITH CAP/ 3/4" ALUM. CAP ON 5/8" POST
- ⊙ 1/2 = 1/2 INCH REBAR
- ⊙ 5/8 = 5/8 INCH REBAR
- ⊙ 3/4 = 3/4 INCH REBAR
- ⊙ 3.2 = 3.2" BRASS CAP ON 2.5" PIPE
- ⊙ 2.5 = 2.5" BRASS CAP ON 1.0" PIPE
- ⊙ 2.0 = 2.0" BRASS CAP ON 5/8" ROD
- ⊙ 3.2 = 3.2" ALUM. CAP ON 2.5" PIPE
- ⊙ 2.5 = 2.5" ALUM. CAP ON 5/8" REBAR
- ⊙ 2.0 = 2.0" ALUM. CAP ON 5/8" REBAR
- ⊙ 1.5 = 1.5" ALUM. CAP ON 5/8" REBAR
- ⊙ 1.5 = 1.5" PLASTIC CAP ON 5/8" REBAR
- = NO MONUMENT FOUND OR SET, CALCULATED

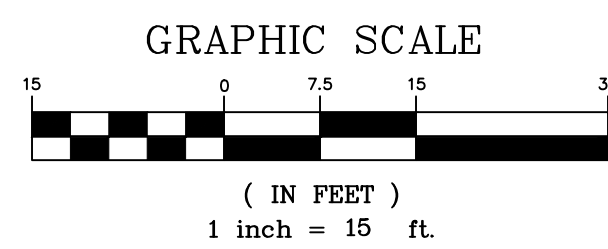
UTILITIES LEGEND:

- = EASEMENT LINE
- α = ELECTRIC (Overhead)
- ⊖ = ELECTRIC (Buried)
- T = TELEPHONE (Cable)
- F = FENCE LINE
- S = SEWER LINE
- W = WATER LINE (approx.)
- ⊙ = ELECTRIC POLE
- ⊙ = ELECTRIC LIGHTS
- ⊙ = ELECTRIC PEDESTAL
- ⊙ = SEWER MANHOLE
- ⊙ = STORM SEWER MH
- ⊙ = SEWER CLEANOUT
- ⊙ = FIRE HYDRANT
- ⊙ = WATER VALVE
- ⊙ = WATER CURB STOP
- ⊙ = TELEPHONE PEDESTAL

JEFFERSON STREET (66')



Alley (20')



PLAT INFORMATION

Re-Platted into Two Lots - 15,001 square feet (0.34 Acres)
Zoned: R-3

SUBDIVIDER INFORMATION

Kevin Paul and Lynn M. Ritter, 865 North Second Street, Lander, WY 82520 described as: (Lots 1 and 2, Block 95, Amoretti's Second Addition to the City of Lander, Fremont County, Wyoming), per record in Document 2022-1443574.

PLANNING COMMISSION CERTIFICATE

This plat approved by the City of Lander Planning Commission on the _____ day of _____, 2023.

Chairman

CITY ENGINEER CERTIFICATE

This plat approved by the City of Lander Engineer on the _____ day of _____, 2023.

City Engineer

CITY COUNCIL CERTIFICATE

Approved by the City Council of Lander on the _____ day of _____, 2023.

Mayor

City Clerk

CLERK & RECORDER'S CERTIFICATE

This plat of Amoretti's Second Addition, Block 95, Lots 1 and 2 Replat, City of Lander, is filed in the office of Clerk and Recorder of Fremont County at _____ o'clock _____ M., on the day of _____, 2023, and is duly recorded in Plat Cabinet _____, page _____, Document No. _____.

Clerk & Recorder

Deputy



HAMILTON LAND SURVEYING
2204 NORTH SECOND STREET
P.O. BOX 112
LANDER, WYOMING 82520
(307) 332 - 2903

PROJECT:
123113

Sheet 1
of 1 Sheets

LICENSE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as “OWNER or OWNERS”, and the K & L INVESTMENTS, LLC, a Wyoming Limited Liability Company whose principal office is 3907 E. 19th Street, Casper, Wyoming, herein referred to as “LICENSEE”.

WITNESSETH:

WHEREAS, OWNER is the owner of real estate which is described as the alley from Lot 2 A of Lots 1 & 2, Block 95, Amoretti's Second Addition, Replat of City of Lander in Fremont County, Wyoming, (hereinafter referred to as the “Property”) located within Lander, Fremont County, State of Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by Owner to accommodate the structural encroachment of a storage structure.

TERMS AND CONDITIONS:

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

1. **LICENSE.** OWNER does hereby grant to LICENSEE, or their agents and guests, unrestricted right to enter and remain upon the Property, and does hereby grant a license to use and remain upon the premises encroaching into the alley from Lot 2 A of Lots 1 & 2, Block 95, Amoretti's Second Addition, Replat of City of Lander, Wyoming; all of which is located within Fremont County, Wyoming. This license is for the purpose of accommodating the existing structural encroachment of 0.84 feet as surveyed and documented in Exhibit A, subject to the terms and conditions hereinafter stated.
2. **TERM.** This License will remain in effect for the time that the encroachment exists or at terminated under Section 9 of this agreement.
3. **USE OF PREMISES.** LICENSEE shall not in any manner cause any damage or destruction of any nature to or interruption of the use of the Alley Rights

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

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

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

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

7. **RIGHTS OF PARTIES.** LICENSEE hereby reserves a right to use said licensed premises for the purpose of placing, maintaining, or conducting any equipment or storage activity, which will not interfere with or prevent the exercise by OWNER of the rights granted hereunder. Said equipment, items, or activities are and shall be the property of LICENSEE.

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

9. **TERMINATION.** This license shall terminate when the City determines the structure has been abandoned for more than one year or has been destroyed more than 50% by fire or other unforeseen causes. This license is subject to

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

10. **REMOVAL AFTER TERMINATION.** LICENSEE agrees that on or before the termination date of this license, it shall remove or cause to be removed the structure in its entirety and any and all debris on the premises described in this License, any and all equipment for the facilities and other things erected or placed by it, and will yield up said premises to the OWNER. Removal of any and all equipment shall be done within 48-hours after termination at the sole expense of LICENSEE. Upon LICENSEE's failure to do so, OWNER may do so at the sole cost and expense of LICENSEE. LICENSEE shall repair any damage to the premises caused by it in utilizing this License. Any and all repairs must be completed within 30-days after termination. In the event LICENSEE fails to repair any and all damages, OWNER shall submit an invoice for costs of repairs, which LICENSEE herein agrees to pay in full upon receipt of said invoice.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LANDER:

BY: _____
MONTE RICHARDSON

ATTEST:

Rachelle Fontaine, City Clerk

K & L INVESTMENTS, LLC

BY: _____
President/Organizer

ATTEST:

Structure Encroachment for 865 North Second Street, Lander, WY

DESCRIPTION:

BLOCK 95, LOTS 1A & 2A, AMORETTI'S SECOND ADDITION, CITY OF LANDER
ZONE R-3



SCALE: 1" = 30'

Map to detail structure encroachment into alley from Lot 2A of
Lots 1 & 2, Blk 95, Amoretti's Second Addition, Replat
City of Lander, Fremont County, WY

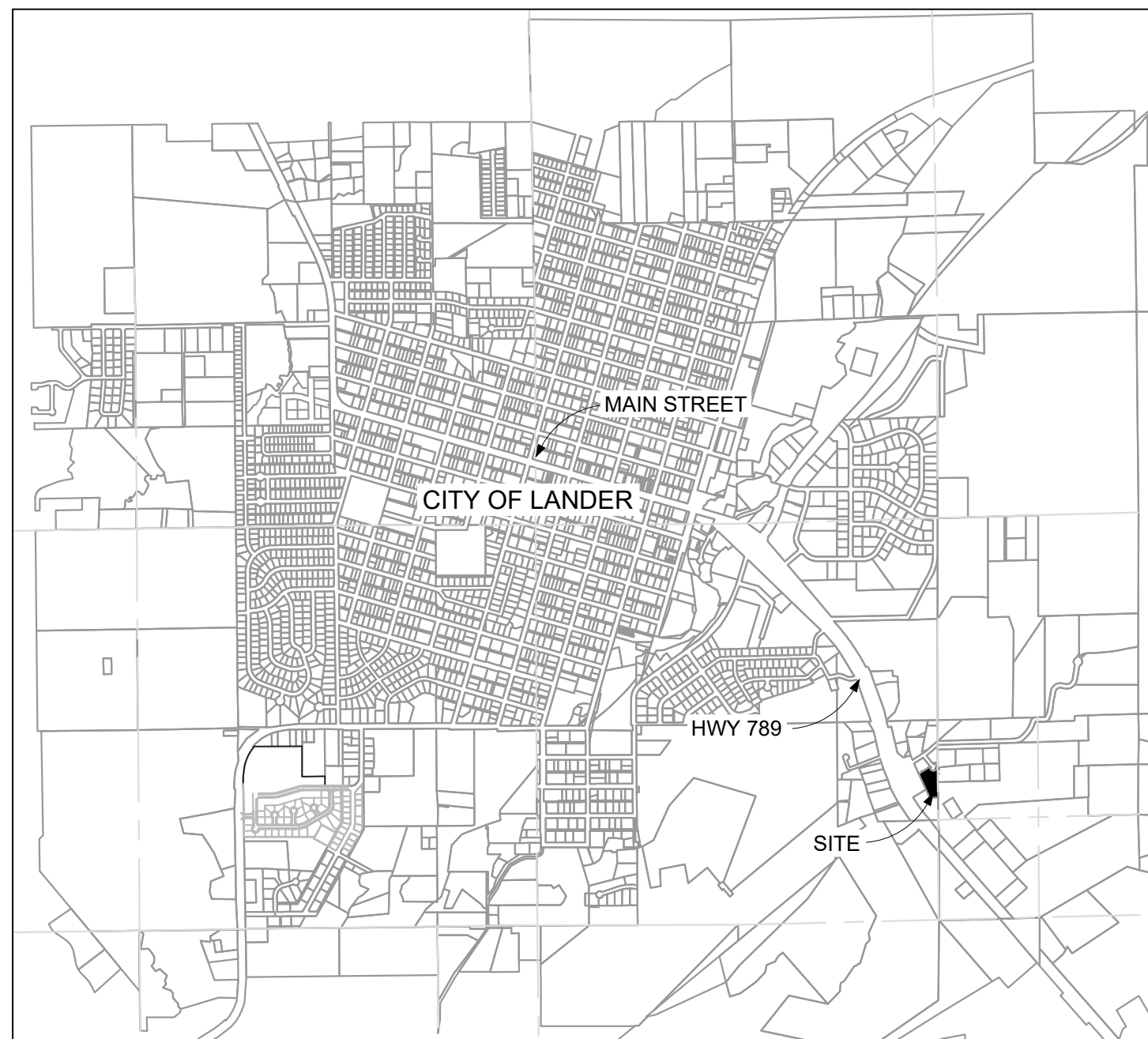
this drawing provided by:
HAMILTON LAND SURVEYING, INC.

Lander: 307-332-2903
Dubois: 307-455-2070
A WYOMING COMPANY PROVIDING: COMMERCIAL - RESIDENTIAL -
INDUSTRIAL OIL & GAS - WATER RIGHTS - CONSTRUCTION AND
SUBDIVISION LAND SURVEYING SERVICES



DRAWN BY: CDH September 23, 2023
CHKD BY:
PROJECT NO. 123113

EXHIBIT "A"



VICINITY MAP
SCALE: 1" = 2000'

- LEGEND:**
- Set Property Corner - 2" Aluminum Cap on a 5/8" x 24' rebar marked PELS 10052
 - Set Property Corner - Magnetic nail & washer
 - Found 1-1/2" Aluminum Cap PLS 6048
 - PLSS section corner/WYDOT monument
 - Subdivision Boundary
 - Utility Easements
 - Concrete walks, driveways, structures
 - Fence lines
 - Area to be annexed

RE-PLAT INFORMATION:
1 LOT - 106,632 SF (2.45 AC.)
ZONE R2

CITY COUNCIL CERTIFICATE:

Approved by the City Council of Lander on this ____ day of ____ 2023

Mayor

City Clerk

CLERK OR RECORDERS CERTIFICATE:

This plat was filed for record on the Office of the Clerk and Recorder at ____ o'clock ____ on the ____ day of ____ 2023 and is duly recorded in Plat Cabinet ____, Page ____, No ____

Clerk

Deputy Clerk

PLANNING COMMISSION CERTIFICATE:

This plat approved by the City Of Lander Planning Commission on this ____ day of ____ 2023.

Chairman

CITY ENGINEER CERTIFICATE:

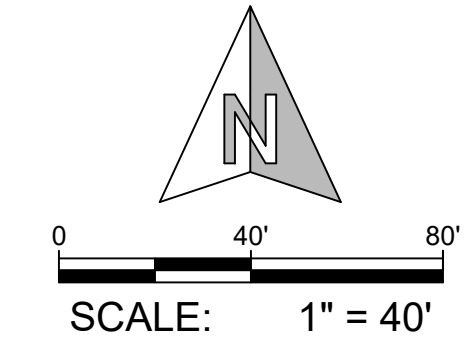
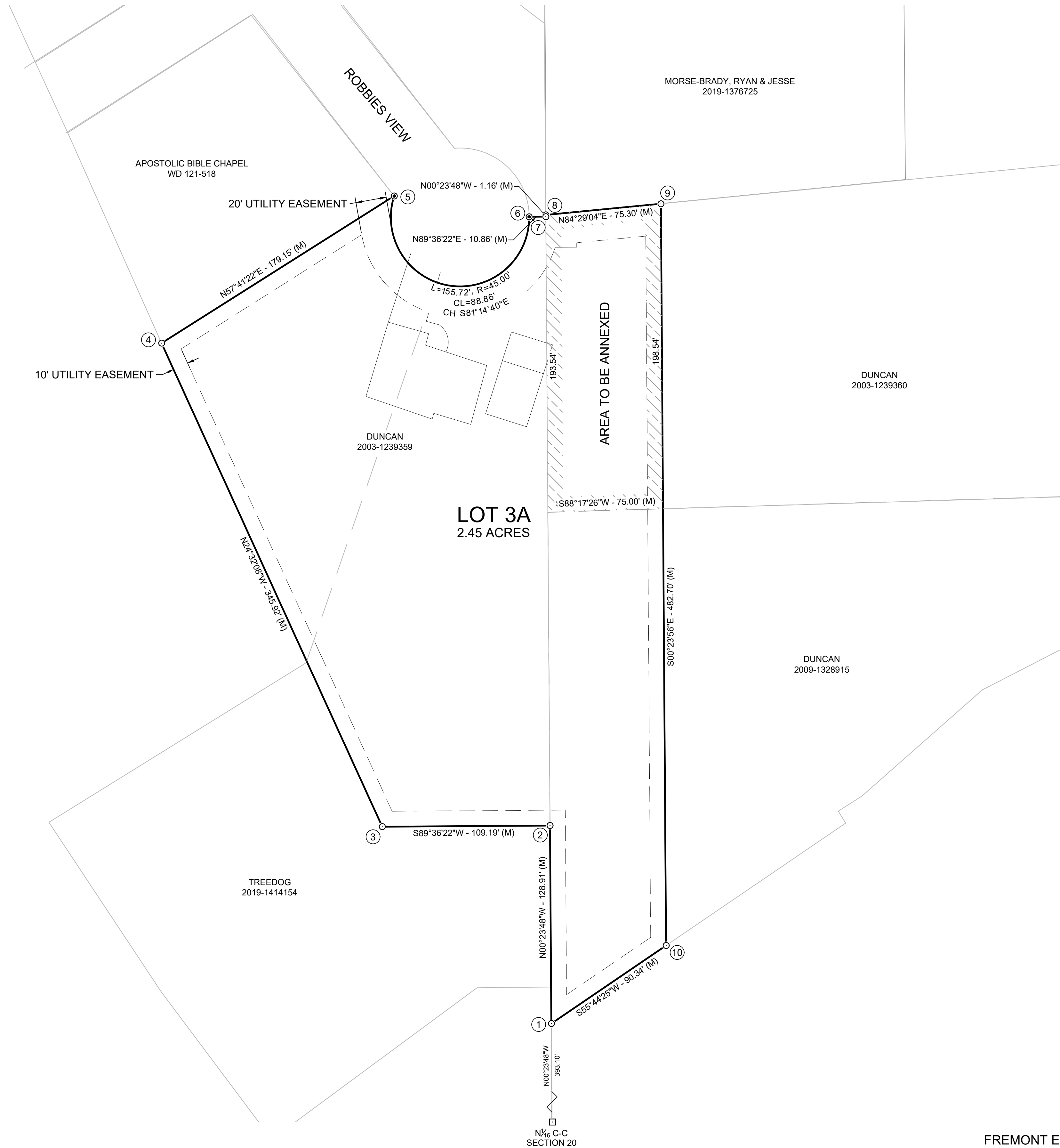
Data on this plat approved by the City Of Lander Engineer on this ____ day of ____ 2023.

City Engineer

JONES SUBDIVISION BLOCK 3, LOTS 3-4 RE-PLAT

NW1/4NE1/4, NE1/4NW1/4,
SECTION 20, T33N, R99W, 6th PM
FREMONT COUNTY, WY

FINAL PLAT FOR REVIEW



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that DOUGLAS L. DUNCAN, trustee of the Douglas L. Duncan Living Trust and JUANITA I. DUNCAN, trustee of the Juanita I. Duncan Living Trust, being the owners of lands shown on this plat:

That the foregoing plat designated as JONES SUBDIVISION, BLOCK 3, LOTS 3 AND 4 RE-PLAT, is located the NE1/4NW1/4 and the NW1/4NE1/4 of Section 20, T.33N, R.99W, 6th P.M., Fremont County, Wyoming and is more particularly described as follows:

Commencing from the N1/16 C-C of said Section 20 thence N.00°23'48"W., a distance 393.10 feet along the line common to the said NW1/4NE1/4 and the NE1/4NW1/4 of said Section 20 to the POINT OF BEGINNING being point no. 1, thence proceed N.00°23'48"W., a distance of 128.91 feet to point no. 2; thence S.89°36'22"W., a distance of 109.19 feet to point no. 3; thence N.24°32'08"W., a distance of 345.92 feet to point no. 4; thence N.57°41'22"E., a distance of 179.15 feet to point no. 5, said point 5 is the point of curvature to a non-tangential curve to the right having a radius of 45.00 feet, arc length of 188.72 feet, chord bearing of S.81°14'40"E., a distance of 88.86 feet to point no. 6; thence N.89°36'22"E., a distance of 10.86 feet to point no. 7., being on the line common to the said NW1/4NE1/4 and the NE1/4NW1/4 of said Section 20; thence N.00°23'48"W., a distance of 1.16 feet to point no. 8; thence N.84°29'04"E., a distance of 75.30 feet to point no. 9; thence S.00°23'56"E., a distance of 482.70 feet to point no. 10; thence S.55°44'25"W., a distance of 90.34 feet to the POINT OF BEGINNING. Said parcel contains 2.45 acres, more or less.

Utility easements as designated on this plat are hereby dedicated to the City of Lander and its licensees for perpetual public use for the purpose of installing, repairing, re-installing, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable television lines and other forms and types of public utilities now and hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

EXECUTED this ____ day of ____ 2023

DOUGLAS L. DUNCAN (Trustee)

JUANITA I. DUNCAN (Trustee)

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing dedication was acknowledged before me by DOUGLAS L. DUNCAN, Trustee of the Douglas L. Duncan Living Trust, and JUANITA I. DUNCAN, Trustee of the Juanita I. Duncan Living Trust, this

____ day of ____ 2023.

By: _____

Witness my hand and official seal

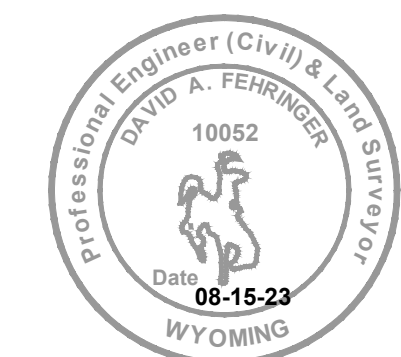
My commission expires _____

NOTES:

- Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
- Bearings and distances shown on this plat as measured are designated with (M). Record bearings and distance are designated with (R)
- The Westerly 75 feet of lands as described in Document 2003-1239360 to be annexed by the City of Lander

CERTIFICATE OF SURVEYOR

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the Jones Subdivision, Block 3, Lots 3 and 4, City of Lander, Fremont County, Wyoming; that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lot and streets of said subdivision to the best of my knowledge.



Z:\PROJECTS\2023\PROJECTS\23-010_DUNCAN\DWG\DUNCAN.dwg SAVED DATE 2023-09-28 22:52 USER: feg



CITY OF LANDER
ZONING AMENDMENT/REZONING REQUEST – TITLE 4-6
INSTRUCTIONS AND APPLICATION
NON-REFUNDABLE FEE \$500.00

For Office use only:
Date Received 10/13/23 Date Fee Paid 10/13/23 BOA Hearing Date Nov 2
Existing zone designation R-5 Applicable Section of zoning code

Name of Applicant David Hess Email Dave@boylelectronic.net
Address Jay den Quinn Corporation, LLC request submitted Phone 307-332-8139

Do you own this property Yes No

If no, Name of Owner Email

Address Phone

Legal Description of Property (Street address, subdivision lot and block numbers, or attached a Legal description prepared by a surveyor)
Lots 5-6 Earle Farlow Addition

Present Zoning District of Property R-5 Current zoning use of the property Variant

Proposed Zoning District C Proposed zoning use of property C

Will this zoning (check one):
correct an obvious error or oversight in the regulations.
X recognize the promotion of the public health, safety and general welfare.

Describe the Proposed use of property and why a zoning request is needed.
See Attached.

Describe why the zoning amendment will NOT have an adverse effect on the surrounding properties and is in keeping with the existing uses of the neighborhood

Attached is a plot plan or drawing of all lots and buildings that request a zoning amendment showing the adjacent properties and their existing zoning designation.

Signature of applicant [Signature] Date 10-13-23

**CITY OF LANDER
VARIANCE REQUEST
INSTRUCTION SHEET
NON REFUNDABLE FEE - \$500.00**

1. Answer All Questions - Answers should be clear, readable and contain all the necessary information. **Petition forms which are not legible will not be accepted.**
2. An example of the information asked for in Question 4 would be: "between 2nd & 3rd Streets on the north side of E-Z Street" or "the northwest corner of the intersection of Cattle Drive and Lois Lane".
3. Question 5 is self-explanatory, simply note what you are requesting. For example, "reduce the side yard setback by 3', from 12' to 9'.
4. For Question 6, carefully read the standards which apply to all variance requests. **These standards must be met before the Board of Adjustment can grant a variance.** On a separate sheet of paper, outline to the Board of Adjustment your reasons for wanting the variance and how those reasons meet the standards mentioned.
5. **A plot plan or drawing must be submitted.** The graphic must be a straight-edged drawn plan (a drawing to scale is preferred but not necessary) delineating the property lines and dimensions, adjacent street(s) and name(s) of that/those street(s), a north arrow, the location of the building(s) on the parcel, the area being requested for a variation.
6. A list of all **property owners, not renters**, and their mailing addresses, within 400 feet of your property must accompany this application. You can obtain this information **from the Fremont County Assessor's office, 332-1117.**
7. The following are the procedures for processing a variance petition:
 - a) Review the request with the City Staff. At this point, you will receive the necessary forms and instructions for filling out and filing said forms.
 - b) The Board of Adjustment meets the second Thursday of the month. By ordinance, a legal notice regarding the case must be published in a newspaper of general circulation at least fifteen (15) days prior to the public hearing. Our office requires submission of all completed material at least twenty-one (21) days prior to the meeting date in order to meet this publication requirement. There will be no exception from the twenty-one (21) day filing deadline date.
 - c) **The petitioner and/or a designated representative must be present at the public hearing to give testimony and answer questions regarding the request. Please see the attached *Rules of Procedure for the Lander Board of Adjustments*. If no one is present at the hearing, the request may be denied at the discretion of the Board.**
 - d) All public hearings are held by the Board in the City Council Chamber, 240 Lincoln Street, starting at 6:30 p.m.
 - e) After the case is heard, the Board will deliberate the facts of the case and make their decision. You will be notified of their decision in writing no later than thirty (30) days after the date of the public hearing.

Your meeting date will be: _____
Return form by: _____

**CITY OF LANDER
VARIANCE APPLICATION**

CASE # _____ V

See attached rezoning request

(For Office Use Only)

Date Received: _____ Board Action: _____

Fee: _____ Date of Action: _____

Hearing Date: _____

Variance Request Is From What Section of the Ordinance: _____

Date Notices Sent: _____

1. Name of Applicant: **David Hess (Boyle Electric Inc.)**
 Address: **707 Garfield St, Lander, WY 82520** Phone: **(307) 332-8139**
 Interest in Property: **Owner**
2. Owner (Indicate if different than above) _____
 Address: _____ Phone: _____
3. Legal Description of Property: **Plat - EARL AND FARLOW ADDITION; LOT - 03,04;**
Location - EARL AND FARLOW ADDN BLK 110 LOTS 3-4 CORR QCD 2009-1324989
4. Street Address of Property: **000 Garfield St, Lander, WY 82520**
5. State Specifically The Changes You Are Asking For: **I would like to change the zoning district classification of this property from Multi-Family Residential District (R-5) to General Commercial District (C).**
6. On a separate sheet of paper please answer fully and completely the questions set forth below: These address those conditions as prescribed by ordinance that must exist in order for the Board of Adjustment to consider granting a variance request.
 - a) a) Please state whether or not the proposed use is a permitted use in the zoning district, and specify the permitted use specifically enumerated in the zoning district which applies;
 - b) b) Please state what extraordinary circumstances exist in your case, such that literal enforcement of the provisions of the code will result in unnecessary hardship. Also, specify what hardships will result if the variance is not granted.
 - c) c) Please state whether or not the extraordinary circumstances were created by the applicant and if not, what created them. Do the circumstances represent the general condition of the district in which your property is located.
 - d) d) Please state whether or not the granting of this variance will substantially or permanently injure any adjacent, conforming property. If not, state the effect the variance, if granted, would have on any such adjacent, conforming property.
 - e) e) Will the variance alter the character of the district in which this property lies. If not, please explain the reasoning for your answer.
 - f) f) Please state whether the variance sought is the minimum variance and least modification that will afford the relief sought. Please state any other relief that may alleviate the condition that exists.

- g) Please state how the variance, if granted, would be in harmony with the spirit of the ordinance and what effect, if any, it will have on the public health, safety or welfare.
- 7. Please submit a plot plan or drawing of the property showing the existing condition of said property and the area of the proposed variance.

 10-13-2023
Signature of Applicant Date

Signature of Owner, if different Date

6. On a separate sheet of paper please answer fully and completely the questions set forth below: These address those conditions as prescribed by ordinance that must exist in order for the Board of Adjustment to consider granting a variance request.

a) Please state whether or not the proposed use is a permitted use in the zoning district, and specify the permitted use specifically enumerated in the zoning district which applies;

The proposed use of this property is to expand the business operations of Boyle Electric Inc, which is located on the adjacent lot to the east (707 Garfield St), onto this property. This is not currently a permitted use of the zoning district to which this property belongs, which is Multi-Family Residential District (R-5). If the zoning district to which the property belongs is changed to General Commercial District (C), then Municipal Code 4-12-7 (C) would allow this use of the property.

b) Please state what extraordinary circumstances exist in your case, such that literal enforcement of the provisions of the code will result in unnecessary hardship. Also, specify what hardships will result if the variance is not granted.

Boyle Electric Inc has grown a lot in recent years and now employs twelve people. The current space we occupy is too small to expand much further. We would like to have the space to hire more people and continue to expand to better serve Lander and the surrounding area.

The hardship that will result if this variance isn't granted will be having to relocate our entire business. We've been at our current location for many years and are conveniently located for walk in business from the community. Our current location is well known to the community. If we have to relocate, our walk in business will be negatively impacted as will our customers ease of access.

c) Please state whether or not the extraordinary circumstances were created by the applicant and if not, what created them. Do the circumstances represent the general condition of the district in which your property is located.

The circumstances were not created by the applicant. They were created when the zoning districts were originally applied to these properties.

These circumstances do represent the general condition of these districts (R-5 & C) in this area of Lander. There is a somewhat "checkerboard" layout of R-5 and C zoned properties along Garfield Street.

d) Please state whether or not the granting of this variance will substantially or permanently injure any adjacent, conforming property. If not, state the effect the variance, if granted, would have on any such adjacent, conforming property.

Granting this variance will not substantially or permanently injure any adjacent property. Currently, the property we are requesting the variance for is a vacant lot. There will be no need to demolish any existing structures.

We plan on constructing a building on the property if this variance is granted. This construction may result in minor, short-term inconvenience for neighboring properties. This inconvenience would be minimized as much as possible.

e) Will the variance alter the character of the district in which this property lies. If not, please explain the reasoning for your answer.

This variance will not alter the character of the district in which this property lies. As stated above, the property is currently a vacant lot. The only change to the area will be the expansion of an existing business into this lot. If anything, this should improve the character of this area.

f) Please state whether the variance sought is the minimum variance and least modification that will afford the relief sought. Please state any other relief that may alleviate the condition that exists.

The variance sought is the minimum variance and least modification that will afford the relief sought.

g) Please state how the variance, if granted, would be in harmony with the spirit of the ordinance and what effect, if any, it will have on the public health, safety or welfare.

The granting of this variance would help make the zoning in this area of town more consistent. This variance would be in the spirit of Lander's 2012 Master Plan - Action Plan, Actions section 1.1 - Encourage infill development.

This variance will have no effect on the public health, safety, or welfare.

Property Owners within 400 feet

Owner: DUSL BUILDING PARTNERSHIP
Mailing Address: PO BOX 1342, LANDER, WY 82520

Owner: MADJAR DAVID D JR MD
Mailing Address: 24730 US HIGHWAY 285 S, BUENA VISTA, CO 81211-7704

Owner: SWEETWATER 795 LLC
Mailing Address: PO BOX 81, LANDER, WY 82520

Owner: APPLEBY BEVERLIE A
Mailing Address: 175 S 8TH ST, LANDER, WY 82520-3013

Owner: ADAMS C K LIVING TRUST DTD 1/12/2021
Mailing Address: 6030 S WALNUT ST, CASPER, WY 82601-6248

Owner: SPRIGGS R THOMAS & SANDRA K
Mailing Address: 808 SWEETWATER, LANDER, WY 82520

Owner: SCHOOL DISTRICT #1
Mailing Address: 320 BALDWIN CREEK RD, LANDER, WY 82520

Owner: FRANCH DARRELL C
Mailing Address: 721 SWEETWATER ST, LANDER, WY 82520

Owner: WECHSLER ALYSSA
Mailing Address: 719 SWEETWATER ST, LANDER, WY 82520-3046

Owner: BROWN FAMILY TRUST DOUGLAS E & BEVERLY A BROWN;CO-TRUSTEES
Mailing Address: 11130 W HOHOKAM DR, SUN CITY, AZ 85373-1502

Owner: ABERNATHY RONALD J
Mailing Address: 345 S 7TH ST, LANDER, WY 82520-3213

Owner: SPARKS JASON J & ROBERTSON JENNIFER E
Mailing Address: 5523 E FARMDALE AVE, MESA, AZ 85206-2964

Owner: MEYER MEL R BORTON RADALL M
Mailing Address: PO BOX 840, LANDER, WY 82520-0840

Owner: MEYER ALYSSA KATE & MEYER MEL R
Mailing Address: 675 SWEETWATER ST, LANDER, WY 82520-3044

Owner: SILVERSTEIN NOAH ISAAC
Mailing Address: 651 SWEETWATER ST, LANDER, WY 82520-3044

Owner: ALCARAZ VICENTE KING EMILEE S
Mailing Address: 652 SWEETWATER ST, LANDER, WY 82520-3045

Owner: EQUITY TRUST COMPANY CUSTODIAN FBO GERARD ALVIR
Mailing Address: 5006 MCLAUGHLIN TER, THE VILLAGES, FL 32163-5570

Owner: PRUETT THOMAS & ELIZABETH
Mailing Address: 672 SWEETWATER ST, LANDER, WY 82520-3045

Owner: FULLER DAVID MILTON & ANDERSON PATRICIA LOUISE
Mailing Address: 9466 W REMUDA DR, PEORIA, AZ 85383-1473

Owner: FREMONT COUNTY
Mailing Address: 450 N 2 ST, LANDER, WY 82520

Owner: KIDWELL JOHN A
Mailing Address: 659 GARFIELD ST, LANDER, WY 82520

Owner: WALKER SANDRA & JOHN E REVOCABLE LIVING TRUST DTD 06/21/2023
Mailing Address: 250 S 7TH ST, LANDER, WY 82520-3012

Owner: PERRY & RICHARD COOK LLC
Mailing Address: PO BOX 469, LANDER, WY 82520

Owner: SPRIGGS JENNIE MAY
Mailing Address: 652 GARFIELD, LANDER, WY 82520

Owner: SPRIGGS WARREN VANCE & SPRIGGS WARREN VANCE JR
Mailing Address: PO BOX 276, DANIEL , WY 83115

Owner: GARFIELD PROPERTIES LLC
Mailing Address: 1631 SQUAW CREEK RD, LANDER, WY 82520

Owner: WYOMING NATIONAL BANK A UNITED STATES BANKING;CORPORATION
Mailing Address: 1700 N FEDERAL, RIVERTON, WY 82501

Owner: BRATT PROPERTIES LLC
Mailing Address: 650 BELLVUE AVE, LANDER, WY 82520-3417

Owner: BOYLE FAMILY REVOCABLE TRUST DTD 06/24/2013
Mailing Address: 5100 5TH AVE UNIT 510, PITTSBURGH, PA 15232

Owner: PIPLICA FAMILY TRUST DTD 9/24/09
Mailing Address: 1828 PRAIRIE RD, RIVERTON, WY 82501-2228

Owner: LANDER RIFLE CLUB A WYO
Mailing Address: ATTN: LVSA PO BOX 1113, LANDER, WY 82520-1113

Owner: CONNOR ADAM G
Mailing Address: 785 GARFIELD ST, LANDER, WY 82520-3025

Owner: HUDSON DANIEL & JACOBSON MARGARET
Mailing Address: PO BOX 1399, LANDER, WY 82520-1399

Owner: DAVIS KARLA SUE & COMES NICK MARCUS
Mailing Address: 120 BALDWIN DR, LANDER, WY 82520-3082

Owner: BROWN TIM
Mailing Address: 790 SWEETWATER ST, LANDER, WY 82520-3047

Owner: BAERWALD RICHARD
Mailing Address: 770 SWEETWATER ST, LANDER, WY 82520-3047

Owner: JAMES WILLIAM FRANKLIN & KIMBERLY TAYLOR
Mailing Address: 760 SWEETWATER ST, LANDER, WY 82520-3047

Owner: RANGITSCH THOMAS R & TIBBETS TERESA M
Mailing Address: 720 SWEETWATER ST, LANDER, WY 82520

Owner: RANGITSCH THOMAS R
Mailing Address: 720 SWEETWATER ST, LANDER, WY 82520

Owner: VALLEE PROPERTIES LLC
Mailing Address: 168 KITTY HAWK DR, WINDSOR, CO 80550-3530

Owner: STEG RONALD F II
Mailing Address: 275 S 7TH ST, LANDER, WY 82520-3011



LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this __14__ day of _November 2023__, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and _ROMO2.0_, whose address is _372 Lyons Valley Rd_, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.

2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 502 , 35 feet by 40 feet consisting of approximately 1400 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 __14__ day of _November_, 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 \$242.42_ 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. 502_

Plane Number: __N6899V__
Manufacturer: __Mooney__
Year/Make/Model: __1975 M20F Executive__
Registered Owner(s): __ROMO2.0__
Address of Lessee: __372 Lyons Valley Rd, Lander WY 82520__
Business Phone of Lessee: __307-349-7492__
Cell Phone of Lessee: __307-349-7492__
Email of Lessee: __ketih@superiorindustrial.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.

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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

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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 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
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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: ROMO2.0
Address: 372 Lyons Valley Rd, Lander WY 82520
Email: keith@superiorindustrial.com Phone: 307-349-7492

- 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**

LESSOR:

LESSEE(S):

THE CITY OF LANDER

ROMO2.0

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: _____

Change Order No. 1

Date of Issuance: 11/2/2023	Effective Date: 11/2/2023
Owner: City of Lander	Owner's Contract No.:
Contractor: High Country Construction, LLC	Contractor's Project No.:
Engineer: HDR Engineering, Inc.	Engineer's Project No.: 10193520
Project: Lander High Pressure Water System Upgrades - Phase III Projects - Tank and Pump Station	Contract Name: Lander High Pressure Water System Upgrades - Phase III Projects

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

Description: Due to difficulty in procuring a temporary construction easement for the land south and west of the tank site, 'Bid Alternate B - Tank Grading Plan 2' shall utilized in-lieu of 'Bid Alternate A - Tank Grading Plan 1'. This change order also modifies the executed agreement which erroneously stated a 400 day substantial completion to instead a substantial completion date of Nov 30th, 2024 with 30 calendar days to reach final completion such that the contract times reflect the contract times bid.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>9,484,375.50</u>	Original Contract Times: Substantial Completion: <u>5/23/2023</u> to <u>6/26/2024</u> Ready for Final Payment: <u>7/26/2024</u>
<i>No Change</i> from previously approved Change Orders No. <u>0</u> to No. <u>1</u>	<i>No Change</i> from previously approved Change Orders No. <u>0</u> to No. <u>1</u>
Contract Price prior to this Change Order: \$ <u>9,484,375.50</u>	Contract times prior to this Change Order Substantial Completion: <u>6/26/2024</u> Ready for Final Payment: <u>7/26/2024</u>
<i>Increase</i> of this Change Order: \$ <u>13,425.00</u>	<i>Increase</i> of this Change Order: Substantial Completion: <u>11/30/2024</u> Ready for Final Payment: <u>30 calendar days after substantial completion</u>
Contract Price Incorporating to this Change Order: \$ <u>9,497,800.50</u>	Contract times with all approved Change Orders: Substantial Completion: <u>11/30/2024</u> Ready for Final Payment: <u>30 calendar days after substantial completion</u>

<p>RECOMMENDED:</p> <p>By: <u>[Signature]</u> Engineer (if required)</p> <p>Title: <u>Project Manager</u> Date: <u>11/2/2023</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____ Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u>[Signature]</u> Contractor (Authorized Signature)</p> <p>Title: <u>President</u> Date: <u>11/3/23</u></p>
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LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ___ day of _____, 2023, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wy 82520, hereinafter referred to as “Lessor,” and the LANDER OLD TIMER’S RODEO ASSOCIATION (LOTRA), a 501C3 Non-Profit Corporation, of Lander, Wyoming, hereinafter referred to as “Lessee.” City and LOTRA shall collectively be known herein as the “Parties.”

RECITALS

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property as described herein, hereinafter “Real Property”, 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 this Lease, and

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of City property for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA 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 Building on the premises. The Lessor does hereby lease, let and demise unto the Lessee the real property, excluding the building, located at Lander Rodeo Grounds, with a legal description as described in Exhibit “A”, which is attached and incorporated herein, 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.

Additionally, there is a License affecting the area surrounding the Lease Premises entered by the parties. Said License is not part of this Agreement; however, does affect the surrounding area abutting the Leased Premises, and the parties to this Agreement should abide by the terms of the License Agreement.

3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to use the property for the primary purpose of rodeo and livestock related activities. 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 the period commencing on the 15th of February 2024, and terminating on the 15th day of February 2025, unless sooner terminated for any of the reasons set forth in this Lease. Thereafter, this Agreement shall be re-written for a longer period as determined by the Lessee and Lessor. This Agreement will only terminate with Ninety (90) days written notice to the other part.

5. **RENTAL FEE.** Lessee shall pay to Lessor \$1,000 in one installment on or before the 15th day of September, 2024. After the rental lease expires, a new lease may be renegotiated or changed as mutually agreed upon by both parties.

6. **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.

7. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for purposes associated with rodeo related activities and other uses as deemed appropriate by the Lessee. The Lessee shall have the right to occupy and use the premises for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA.

8. **PROHIBITED USES.** Lessee expressly agrees:
- A. No residential use of any kind shall be permitted in or on the premises.
 - B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the buildings, as it is strictly prohibited. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in or on the premises.
 - C. Lessee promises and agrees that no commercial operation of any kind are permitted within or near the leased premises without written consent of the Lessor.
 - D. Lessee shall not erect or permit to be erected any signs on the premises without written consent of Lessor.
 - E. No long-term storage of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the buildings.
 - F. Lessor has the right to tow and remove boats, trailers, campers, or other similar property parked outside the leased premises, if it is determined such vehicles have been stored long term and with proper notice to Lessee, at the sole expense of the owner(s) of said property.

9. **INSURANCE AND INDEMNIFICATION.** Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), and an aggregate limit amount of Two Million Dollars and no/100 (\$2,000,000.00). 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 building and all personal property on the premises. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said building and the use of said building. 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.

10. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. 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.

11. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of animal waste, trash, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-property site.

12. **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, and comply with the laws, ordinances and regulations. Lessor, its agents, and representatives, shall have an unrestricted right to enter the leased premises for the purpose of inspection for compliance with the terms of the Lease, upon a twenty-four (24) hour notice to Lessee. Access entry may be needed or emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.

13. **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 St.
Lander, Wy 82520

All notices to the Lessee shall be sent to:

LOTRA
PO Box 632
Lander, WY 82520

14. **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 lease in exchange for rent or other compensation without the approval of Lessor. 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.

15. **ENVIRONMENTAL.** Lessee, for itself, 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.

16. **TAXES.** Lessee is responsible for any and all of their own taxes or assessments.

17. **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:

- i. **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.
- ii. **Termination.** If such payments are not made within thirty (30) days after notice, this Lease and Lessee's rights hereunder shall, at the election of the Lessor, forthwith terminate.
- iii. **Emergency Declarations.** If the City, County, or State is under a disaster declaration and such declaration prohibits the Lessee's ability to hold their events, which therefore affects the Lessee's ability to pay rent, such rent due may be negotiated between the Lessor and Lessee.

18. 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 building 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 of 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.
- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to the terms of this Agreement, and lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the building from the premises providing it leaves the premises in the same or better condition as when entered upon y Lessee; in the event Lessee does not remove the building 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 building from the land including but

not limited to forcible entry and detainer and eviction. "Same or better condition" means that the building foundation, floor or apron should be left in-place if it is in sustainable condition for use with a new building 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.

19. **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.

20. **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 or any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- D. **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.
- E. **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.
- F. **WYOMING LAW:** This agreement shall be construed in accordance with the laws of the State of Wyoming.
- G. **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.

- H. **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.
- I. **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.
- J. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

(SIGNATURES ON FOLLOWING PAGE)

SIGNATURES

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.

IN WITNESS WHEREOF, the parties have executed this lease this _____ day of _____, 2023.

THE CITY OF LANDER
A municipal corporation,
Lessor

BY: _____
MAYOR

ATTEST:

CITY CLERK

LANDER OLD TIMER’S RODEO
ASSOCIATION, INC.
A 501C3 Non-Profit Corporation,
Lessee

BY: _____
PRESIDENT

ATTEST:

SECRETARY

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, Mayor, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, City Clerk, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, LOTRA PRESIDENT, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, LOTRA SECRETARY, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public

My commission expires: