	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, December 12, 2023 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	AGENDA		

Join Zoom Meeting

<https://us06web.zoom.us/j/88694434512?pwd=n5aN2JndjZlc6ib2hnEnbaYaP0mCs0.1>

Meeting ID: 886 9443 4512

Passcode: 229630

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
- B. Kathi Averill Greenhouse Gas Emissions

4. MAYOR AND COUNCIL UPDATES

5. STAFF REPORTS

6. CONSENT AGENDA

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

- A. Approve the Regular City Council Meeting Minutes from November 14, 2023
- B. Approve the Work Session City Council Meeting Minutes from November 28, 2023
- C. Approve the Bills and Claims

7. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve Ordinance 2023-4 on Third 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 1317 Setting Forth Greenhouse Gas Emission Goals For the Years Ending in 2030 and 2040.
- [B.](#) Approve LEDA's recommendations for LIFT program funding.
- [C.](#) Approve LEDA's proposal to suspend the LIFT program.
- [D.](#) Approve and Authorize the Mayor to sign Paymerang Master Services Agreement
- [E.](#) Approve and authorize the Mayor to sign Change Order Number 2 for the LND - 2023 Pavement Maintenance Project increasing the local cost by \$84.40 for adding a temporary marking to Bid Schedule 2A for black paint around the helipad marking.
- [F.](#) Approve and Authorize the Mayor to sign the new Lease Agreement with the Lander Golf Course.

9. EXECUTIVE SESSION-potential land acquisition

10. ADJOURNMENT

Upcoming Council Meetings:

Regular Meeting:


6:00 PM Tuesday, January 9, 2024, City Council Chambers

6:00 PM Tuesday, February 13, 2024, City Council Chambers

Work Sessions:

6:00 PM Tuesday, January 23, 2024, City Council Chambers

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

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, November 14, 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: Chief Peters, Public Works Director Lance Hopkin, Community Development Coordinator Ann Even, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

2. APPROVAL OF AGENDA

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.

3. COMMUNICATION FROM THE FLOOR

Janelle Hahn addressed the council inquiring who authorized LCAN to enter the City of Lander into a membership with ICLE, the International Council for Local Environmental Initiatives. She presented a history of the foundation and requested the City dissolve its membership with ICLE.

Karen Wetzel also addressed the council concerning climate change, ICLE, and her concerns. She requested the City of Lander direct LCAN to dissolve the relationship between the City of Lander and ICLE.

Julie Freese addressed the Council for the Lander Old Timers Rodeo Association, LOTRA. She thanked the staff working with them over the year and she hopes the Council supports the \$1,000 again this year.

Aaron Robson addressed the Council concerning his support for the adoption of a resolution setting greenhouse gas targets. He spoke about the community and the financial benefits of adopting those goals.

Ariel Greene addressed the Council on behalf of LCAN whose goals are to reduce air pollution and increase economic viability and environmental resiliency in the community. He spoke in support of the potential resolution to adopt greenhouse gas targets and spoke to the benefits of this goal including grant funding opportunities.

4. MAYOR AND COUNCIL UPDATES

Councilmember Larsen discussed the number of people using Second and Main Street to express their opinions.

Councilmember White provided local event updates from the high school, Senior Center and Wreaths Around America. She attended a property tax presentation by Assessor Berg. Property taxes constitute approximately 10% of the general fund budget.

Councilmember D Hahn spoke about the LIFT 1/2 cent economic development application paperwork. Some Councilmembers feel privacy should be involved with the paperwork. He believes anyone asking taxpayers for ½ cent funds should be out in the open. Everyone should know who, why, and what. As a Councilmember, he needs as much information as possible to make good decisions.

Council President Cox provided an update on FCSD#1 activities. Discussion concerning a refrigerator versus two kegerators at the Community Center. She stated she appreciates Councilmember Hahn's comments concerning 1/2 funding. She commented on how much time those volunteers dedicate.

Councilmember Stuble provided an update on the Energy and Environment Taskforce and the Popo Conservation District.

Councilmember J Hahn has had people ask where information goes. WyoToday posted where all the ½ sales tax dollars have been spent and County10 did not post this information. Many people did not know about WyoToday.

Mayor Richardson thanked the Boy Scouts for coming. Light Up Lander is December 2, 2023.

5. STAFF REPORTS

Chief Peters stated the code enforcement software and tracking system are up with Jake Lara's help. Data will be easier to pull. The Body Cam contract should be on the next agenda. The DUI rollout in Riverton was a success.

Public Works Director Lance Hopkin hopes to do some paving on Cascade tomorrow. The project is behind schedule on Popo Agie as there have been issues with asphalt plants. That street will stay road base and then be paved in the spring. Discussion of infrastructure costs. Asphalt costs alone on Second Street, Cliff, and City Park were \$170,000. He traveled to Casper last week to discuss water projects. They want us to ask for contingency funds. Discussion on the funding process. WTP update. The staff has been in OSHA training on trenching.

Community Development Director Anne Even provided an update on Light Up Lander.

City Treasurer Charri Lara reminded the Council that they have access to the LIFT applicant evaluations in Stacker. The SRF moved Lander from December to February. She would like to use a vendor Paymerang and for \$199/month that company would do virtual checks or ACHs to pay bills. The value is less spent on Toner, postage, and employee time but it is a much more secure payment process. She would like to present this at the next voting meeting for the Council's approval. Discussion concerning Paymerang costs, savings and benefits.

6. CONSENT 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

CITY SERVICE VALCON FUEL 38578.92,ROCKY MOUNTAIN POWER ELECTRICITY 30581.99,ARMSTRONG CONSULTANTS INC TAXIWAY 4966.5,"CENTURY COMPANIES, INC." RETAINAGE PAYABLE 149688.49,CENTURY LINK TELEPHONE & INTERNET 784.88,WATER REFUNDS WATER REFUNDS 123.31,WATER REFUNDS WATER REFUNDS 98.25,WATER REFUNDS WATER REFUNDS 175.31,WATER REFUNDS WATER REFUNDS 200,WATER REFUNDS WATER REFUNDS 178.91,CENTRAL BANK & TRUST TRAVEL 686.97,QUADIANT INC POSTAGE 1054.36,WATER REFUNDS WATER REFUNDS 148.24,WATER REFUNDS WATER REFUNDS 478.99,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 250,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 150,BLACK HILLS ENERGY GAS 2255.96,307 SECURITY SOLUTIONS BUILDING MAINTENANCE 252,71 CONSTRUCTION CO OPERATION/ MAINTENANCE STREETS 2640.6,ALEXANDER EXCAVATION STORAGE TANK REPLACEMENT 25130.47,ALSCO LINENS 127.8,ALSCO LINENS 363.36,ALSCO LINENS 255.72,ALSCO LINENS 34.63,ALSCO LINENS 28.73,ALSCO LINENS 82.84,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 173.81,APEX SURVEYING PROF AND CONSULTING 1269,B & T FIRE EXTINGUISHERS OPERATIONS AND MAINTENANCE 15,B & T FIRE EXTINGUISHERS OPERATIONS AND MAINTENANCE 153,B & T FIRE EXTINGUISHERS OPERATIONS AND MAINTENANCE 180,BERNARD PLUMBING VIDEO & CLEANING 100,BADGER METER INC METER REPLACEMENT 292.41,CASPER STAR TRIBUNE ADVERTISING 341.52,CARROLL SEPTIC SERVICE OPERATIONS AND MAINTENANCE 200,CENTRAL WYOMING COLLEGE FOUNDATION ECONOMIC DEVELP PROJECTS 10156,CENTURY LINK TELEPHONE & INTERNET 789.48,CITY PLUMBING & HEATING BUILDING MAINTENANCE 148.15,CIVICPLUS COMMUNITY DEVELOPMENT 4160,CIVICPLUS COMMUNITY DEVELOPMENT 4848,CITY OF RIVERTON AIR TRANSPORTATION 45359.72,CMI TECO SHOP SUPPLIES 168,CNA SURETY DUES 100,COWBOY SUPPLY HOUSE SUPPLIES 288.4,COWBOY SUPPLY HOUSE SUPPLIES 237.31,DANA SAFETY SUPPLY FIRE EQUIPMENT MAINTENANCE 2983.92,DBC IRRIGATION SUPPLY MISC OTHER 756.97,DORSETT TECHNOLOGIES INC PROFESSIONAL FEES 1662.3,DOWL TRANSPORTATION 18027.51,EATON SALES & SERVICE BUILDING MAINTENANCE 1420,ERDMAN COMPANY PROJECT COST - ASSISTED LIVING 10437.5,DESERT MOUNTAIN OPERATION/ MAINTENANCE STREETS 1383.2,FLEX SHARE BENEFITS FLEX SHARE FEES 252.1,FLEX SHARE BENEFITS FLEX SHARE FEES 1000,FLOWPOINT ENVIRONMENTAL SYSTEMS OPERATIONS AND MAINTENANCE 531.02,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 430,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 2537.51,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 110,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 1528.75,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 145.86,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 349.8,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 2027.83,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 155.12,FREMONT COUNTY ASSN OF GOV GROUND TRANSPORTATION 22679.86,FREMONT CHEVROLET-GMC VEHICLE REPAIR 76.69,FREMONT MOTOR COMPANY VEHICLE REPAIR 66.9,FREMONT COUNTY TREASURER PRISONER CARE 3190,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18751.41,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 14998.75,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 26276.32,Groenewold Fabrication and Metalworks LLC SAFE. EQUIP. & BARRICADE 6250,"HMH DISTRIBUTION, LLC" ECONOMIC DEVELP PROJECTS 3193.33,"HMH DISTRIBUTION, LLC" ECONOMIC DEVELP PROJECTS 1882.26,HOMETOWN OIL VEHICLE REPAIR 699.99,HOMETOWN OIL FUEL 211.27,HOMETOWN OIL VEHICLE REPAIR 449.7,HIGH COUNTRY CONSTRUCTION STORAGE TANK REPLACEMENT 626671.63,HONNEN EQUIPMENT CO VEHICLE REPAIR 75.86,HONNEN EQUIPMENT CO VEHICLE REPAIR 1137.45,INBERG MILLER ENGINEERS PROF AND CONSULTING 17110.74,KLEEN PIPE LLC VIDEO & CLEANING 1374.4,KLEEN PIPE LLC VIDEO & CLEANING 13376.3,KLEEN PIPE LLC

VIDEO & CLEANING 2745,KLEEN PIPE LLC VIDEO & CLEANING 2360,JOE JOHNSON EQUIPMENT VEHICLE REPAIR 2860.98,L N CURTIS & SONS FIRE EQUIPMENT MAINTENANCE 304.28,L N CURTIS & SONS FIRE EQUIPMENT MAINTENANCE 64,LANDER COMMUNITY FOUNDATION TUITION & REGISTRATION 100,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 1428.68,LANDER CHAMBER OF COMMERCE COMMUNITY PROGRAMS 15000,LANDER MEDICAL CLINIC EMPLOYEE WELLNESS PROGRAM 5464,LANDER SWIM CLUB COMMUNITY DEVELOPMENT 200,LOZIER TERESA BUILDING MAINTENANCE 950,LONG BUILDING TECHNOLOGIES REPAIRS 941.48,LANDER TREE EVENT & AUCTION COMMUNITY PROGRAMS 600,MEGA LED TECHNOLOGY IMPROVEMENTS 21112,MEGA LED TECHNOLOGY REPAIRS 1350,MES ROCKY MOUNTAINS FIRE EQUIPMENT MAINTENANCE 1148,MES ROCKY MOUNTAINS FIRE EQUIPMENT MAINTENANCE 51.72,"MICRO MOTION, INC" OPERATIONS AND MAINTENANCE 49057.03,MITY-LITE NEW ASSETS 4063,"MULLINS, STUART" PROGRAM REGISTRATION 2730,NAPA SHOP SUPPLIES 431.4,NAPA VEHICLE REPAIR 151.3,NAPA VEHICLE REPAIR 10.03,NAPA SHOP SUPPLIES 111.04,NAPA VEHICLE REPAIR 58.84,NAPA VEHICLE REPAIR 323.72,NAPA VEHICLE REPAIR 39.56,NAPA VEHICLE REPAIR 14.24,NAPA VEHICLE REPAIR 70.57,NORCO INC SUPPLIES/TOOLS & EQUIP 51.17,NORCO INC SHOP SUPPLIES 95.88,NORCO INC VEHICLE REPAIR 46.27,NORCO INC SHOP SUPPLIES -249,NORCO INC SHOP SUPPLIES 81.9,OFFICE OF STATE LANDS & INVEST 4 M GAL. TANK SITE LEASE 3854.22,NORCO INC SHOP SUPPLIES 46.27,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 60.75,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 61.5,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 72,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 108.75,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 39,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 89.25,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 35.25,PERFECT POWER INC NEW ASSETS 3489.13,PERFECT POWER INC MISC OTHER 13722.81,PERFECT POWER INC BUILDING MAINTENANCE 5124.37,PREMIER VEHICLE INSTALLATON INC VEHICLE REPAIR 132.24,PRECISION DIRT OPERATIONS AND MAINTENANCE 44304.5,ONE STOP CARWASH VEHICLE REPAIR 51,REWORX PROF. & TECHNICAL SERVICE 7750,"REDPOINTE, LLC" ECONOMIC DEVELP PROJECTS 3788.57,RIVERTON TIRE & OIL CO TIRES 1131.72,RIVERTON TIRE & OIL CO TIRES 336.56,RIVERTON TIRE & OIL CO TIRES 902.52,S & L INDUSTRIAL OPERATION/ MAINTENANCE STREETS 4640,STOTZ EQUIPMENT VEHICLE REPAIR 483.46,SHIRTS & MORE EMPLOYEE BENEFIT 2481,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 887.28,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 1534.94,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 925.68,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 904,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 399.98,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 1933.4,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 1495.23,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 199.5,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 573.72,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 842.8,ROCKY MOUNTAIN PRE-MIX OPERATIONS AND MAINTENANCE 1482.6,STRIKE CONSULTING GROUP PROF AND CONSULTING 3951.25,STRIKE CONSULTING GROUP PROF AND CONSULTING 8446.25,STRIKE CONSULTING GROUP PROF AND CONSULTING 652.5,STRIKE CONSULTING GROUP PROF AND CONSULTING 4515,STRIKE CONSULTING GROUP PROF AND CONSULTING 5340,STRIKE CONSULTING GROUP PROF AND CONSULTING 1761.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 761.25,"SUMMIT WEST CPA GROUP, P.C." PROF AND CONSULTING 6850,"SUMMIT WEST CPA GROUP, P.C." PROF FEES COMPUTER 1973.16,"SUMMIT WEST CPA GROUP, P.C." PROF AND CONSULTING 33500,THATCHER COMPANY CHLORINE 9489.21,THATCHER COMPANY CHEMICAL FEED SUPPLIES 8733.36,TASK FORCE FIRE EQUIPMENT MAINTENANCE 192.21,TREEDOG STORAGE OPERATIONS AND MAINTENANCE 7940,SWEETWATER AIRE BUILDING MAINTENANCE 110,TRIHYDRO PARKS LAND PURCHASE 3040,TRIHYDRO PROF AND CONSULTING 3065.25,TWS TRUCKING SERVICES LLC TURF & GROUNDS MAINTENANCE 4159.97,USDA - FOREST SERVICE OPERATIONS AND MAINTENANCE 175.18,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 913.6,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 1564.6,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 160,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 742.5,WHITING LAW PC GENERAL ATTORNEY 550,WESTERN LAW ASSOCIATES PROFESSIONALS 2200,USA BLUE BOOK OPERATIONS AND MAINTENANCE 429.9,"WALLER, TECIA" COMMUNITY CENTER MAINTENANCE 3500,YOUTH SERVICES OF FREMONT CO COMMUNITY PROGRAMS 30000,WYDOT - FINANCIAL SERVICES FUEL 14597.63,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 6390,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 3340.55,WILLIAM H SMITH & ASSOC OPERATIONS AND MAINTENANCE 2247.5,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 1882.5,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 1587.5,WWC ENGINEERING PROJECT COST - WELLS AT WTP 801.75,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 618.75,MASTERCARD SUPPLIES 3484.28,MASTERCARD SUPPLIES 708.64,MASTERCARD SUPPLIES 159.94,MASTERCARD POSTAGE 234,MASTERCARD SUPPLIES 40,MASTERCARD MEETING EXPENSE 26.88,MASTERCARD SUPPLIES 436.87,MASTERCARD SUPPLIES 559.9,MASTERCARD SUPPLIES 185.88,MASTERCARD TELEPHONE 857.08,MASTERCARD SUPPLIES 31.65,MASTERCARD SUPPLIES 48.14,MASTERCARD SUPPLIES 20,MASTERCARD SUPPLIES 27.58,MASTERCARD HOUSEKEEPING SUPPLIES 107.88,MASTERCARD PROFESSIONALS 199,MASTERCARD TRAVEL 196,MASTERCARD SUPPLIES 80,MASTERCARD OPERATIONS AND MAINTENANCE 55.71,MASTERCARD SUPPLIES 13.04,MASTERCARD MEETING EXPENSE 25.33,MASTERCARD TUITION & REGISTRATION 325,MASTERCARD BUILDING MAINTENANCE 245,MASTERCARD SUPPLIES 7.78,MASTERCARD VEHICLE REPAIR 1049.83,MASTERCARD IRRIGATION SYSTEM REPAIR 48.96,MASTERCARD FUEL 108.59,MASTERCARD BLDG GROUNDS MAINTENANCE 72.95,MASTERCARD OPERATIONS AND MAINTENANCE 625.4,MASTERCARD SUPPLIES/TOOLS & EQUIP 12.38,MASTERCARD OPERATIONS AND MAINTENANCE 32.27,MASTERCARD VEHICLE REPAIR -27.98,MASTERCARD BLDG GROUNDS MAINTENANCE 2.99,MASTERCARD FUEL 100,MASTERCARD OPERATIONS AND MAINTENANCE 75.55,MASTERCARD SUPPLIES 21.62,MASTERCARD PROF AND CONSULTING 19.35,MASTERCARD TUITION & REGISTRATION 58.01,MASTERCARD OPERATION/ MAINTENANCE STREETS 26.97,MASTERCARD OPERATION/ MAINTENANCE STREETS 29.98,MASTERCARD WW LAB/TESTING 319,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD OPERATIONS AND MAINTENANCE 20.76,MASTERCARD WW LAB/TESTING 254,MASTERCARD OPERATIONS AND MAINTENANCE 17.09,MASTERCARD OPERATIONS AND MAINTENANCE 100,MASTERCARD OPERATIONS AND MAINTENANCE 16.19,MASTERCARD WATER SAMPLES TESTING 15,MASTERCARD WW LAB/TESTING 316,MASTERCARD OPERATIONS AND MAINTENANCE 29.84,MASTERCARD OPERATIONS AND MAINTENANCE 34.84,MASTERCARD OPERATIONS AND MAINTENANCE 1771.25,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD OPERATION/ MAINTENANCE STREETS 30.19,MASTERCARD PROFESSIONALS 1425,MASTERCARD SUPPLIES 140.32,MASTERCARD BLDG GROUNDS MAINTENANCE 65.2,MASTERCARD OPERATIONS AND MAINTENANCE 108.25,MASTERCARD OPERATIONS AND

MAINTENANCE 12.59,MASTERCARD OPERATIONS AND MAINTENANCE 0.9,MASTERCARD OPERATIONS AND MAINTENANCE 55.67,MASTERCARD TUITION & REGISTRATION 119.99,MASTERCARD OPERATIONS AND MAINTENANCE 16.71,MASTERCARD OPERATIONS AND MAINTENANCE 58.6,MASTERCARD OPERATIONS AND MAINTENANCE 28.03,MASTERCARD OPERATIONS AND MAINTENANCE 64,MASTERCARD OPERATIONS AND MAINTENANCE 28.67,MASTERCARD OPERATIONS AND MAINTENANCE 19.96,MASTERCARD OPERATIONS AND MAINTENANCE 139.61,MASTERCARD OPERATIONS AND MAINTENANCE 83.2,MASTERCARD OPERATIONS AND MAINTENANCE 24.99,MASTERCARD TUITION & REGISTRATION 100,MASTERCARD OPERATIONS AND MAINTENANCE 131.77,MASTERCARD OPERATIONS AND MAINTENANCE 37.98,MASTERCARD OPERATIONS AND MAINTENANCE 44.97,MASTERCARD WW LAB/TESTING 110.8,MASTERCARD OPERATIONS AND MAINTENANCE 23.98,MASTERCARD OPERATIONS AND MAINTENANCE 66.56,MASTERCARD OPERATIONS AND MAINTENANCE 29.94,MASTERCARD OPERATIONS AND MAINTENANCE 132.95,MASTERCARD SAFETY MATERIALS 100.65,MASTERCARD SAFETY MATERIALS 241.61,MASTERCARD TRAVEL 234.22,MASTERCARD TUITION & REGISTRATION 235,MASTERCARD SPECIAL PROGRAM 24,MASTERCARD TRAVEL 46.64,MASTERCARD TURF & GROUNDS MAINTENANCE 1183.07,MASTERCARD PROF. & TECHNICAL SERVICE 1548,MASTERCARD TUITION & REGISTRATION 44,MASTERCARD TUITION & REGISTRATION 225,MASTERCARD SUPPLIES 29.87,MASTERCARD OPERATIONS AND MAINTENANCE 13.49,MASTERCARD OPERATIONS AND MAINTENANCE 179.95,MASTERCARD OPERATIONS AND MAINTENANCE 58.96,MASTERCARD VEHICLE REPAIR 18.98,MASTERCARD WW LAB/TESTING 315,MASTERCARD WW-OPERATIONS & MAINTENANCE 33.07,MASTERCARD WW-OPERATIONS & MAINTENANCE 167.92,MASTERCARD WW-OPERATIONS & MAINTENANCE 29.3,MASTERCARD WW-OPERATIONS & MAINTENANCE 34.11,MASTERCARD TRAVEL 47.56,MASTERCARD TRAVEL 410,MASTERCARD ADVERTISING 1846,MASTERCARD TRAVEL 326,MASTERCARD TUITION & REGISTRATION 448,MASTERCARD SUPPLIES 24,MASTERCARD SUPPLIES 294.55,MASTERCARD SUPPLIES -1.25,MASTERCARD FIRE PREVENTION 1282.44,MASTERCARD SUPPLIES 315,MASTERCARD EQUIPMENT REPAIR 52.87,MASTERCARD FIRE EQUIPMENT MAINTENANCE 1735,MASTERCARD SUPPLIES 210,MASTERCARD SUPPLIES 103.89,MASTERCARD SUPPLIES 1112.65,MASTERCARD FIRE EQUIPMENT MAINTENANCE 230.35,MASTERCARD TRAINING 1067.04,MASTERCARD FIRE EQUIPMENT MAINTENANCE 55.3,MASTERCARD BUILDING MAINTENANCE 278.46,MASTERCARD SUPPLIES 19.55,MASTERCARD FIRE PREVENTION 519.75,MASTERCARD FIRE EQUIPMENT MAINTENANCE 39.54,MASTERCARD FIRE EQUIPMENT MAINTENANCE 217.77,MASTERCARD FLY-IN EXPENSES 2500,MASTERCARD SUPPLIES 7.38,MASTERCARD TUITION & REGISTRATION 200,MASTERCARD SUPPLIES 33.49,MASTERCARD COMMUNITY DEVELOPMENT 708.72,MASTERCARD REPAIR & MAINATENANCE 5.62,MASTERCARD SUPPLIES 8.88,MASTERCARD OPERATIONS AND MAINTENANCE 229.15,MASTERCARD BUILDING MAINTENANCE 8.17,MASTERCARD BUILDING MAINTENANCE 47.26,MASTERCARD WW-OPERATIONS & MAINTENANCE 171.53,MASTERCARD TELEPHONE & INTERNET 1165.7,MASTERCARD SUPPLIES 99.99,MASTERCARD SUPPLIES 938,MASTERCARD TELEPHONE & INTERNET 1329,MASTERCARD PROF. & TECHNICAL SERVICE 700.01,MASTERCARD BUILDING MAINTENANCE 6255.35,MASTERCARD PROF. & TECHNICAL SERVICE 704.65,MASTERCARD TELEPHONE & INTERNET 1749.62,MASTERCARD SUPPLIES 18.98,MASTERCARD SUPPLIES 32.27,MASTERCARD SUPPLIES 143.43,MASTERCARD SUPPLIES 200.39,MASTERCARD POSTAGE 7.93,MASTERCARD SUPPLIES 496.65,MASTERCARD REPAIR AND MAINTENANCE SERVICE 17.16,MASTERCARD REPAIR AND MAINTENANCE SERVICE 45,MASTERCARD REPAIR AND MAINTENANCE SERVICE 14.04,MASTERCARD PROF. & TECHNICAL SERVICE 1971.84,MASTERCARD SHOP SUPPLIES 24.99,MASTERCARD SHOP SUPPLIES 7.37,MASTERCARD TURF & GROUNDS MAINTENANCE 118.71,MASTERCARD BUILDING MAINTENANCE 103.14,MASTERCARD BUILDING MAINTENANCE 41.54,MASTERCARD BUILDING MAINTENANCE 389.13,MASTERCARD BUILDING MAINTENANCE 166.96,MASTERCARD SUPPLIES 8.43 PART-TIME WAGES:CEMETERY \$7,494, MUNICIPAL COURT \$1179, WEED & PEST \$63.10

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

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.

Motion made by Councilmember White, Seconded by Councilmember Larsen. 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 1314 Acceptance of County Multiagency Emergency Operations Plan.

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

- B. Approve Resolution 1315 Amending Resolution 1292 Fees and Utility Rates for Water and Wastewater Services.

Motion made by Councilmember Stuble, Seconded by Council President Cox.

Councilmember discussion ensued concerning available options for citizens with water breaks resulting in extreme hardship, including an option to write off this type of debt and what measures are in place to detect water leaks.

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

- C. Approve Resolution 1316 Allowing Fireworks During Light Up Lander Event December 2, 2023.

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

- D. Authorize the Mayor to sign Visionary's First Amendment to the Antenna Tower Space Lease Agreement.

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.

- E. Approve Lander Volunteer Fire Department By-Laws.

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

- F. Authorize the Mayor to sign a 30-year lease of Lot 1, Table Mountain Subdivision with the Lander Housing Authority.

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

- 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.

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.

- 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.

Mayor Richardson recused himself and left the Council Chambers as the submitting proposal, Tecia Waller, is his daughter. Council President Cox read the item number and called for the motion.

Motion made by Councilmember White, Seconded by Councilmember Stuble.

DISCUSSION: Councilmember Larsen asked if this is a renewal. Council President Cox stated this is a new contractor, we opened it for bid, and there was one response. This contract is for City Hall. The applicant is already contracted to do the Community Center. Councilmember Larsen asked if there have been complaints about her current work. Council President Cox answered there have not been complaints. Councilmember White requested an outline of the process to solicit proposals. City Clerk Fontaine stated this contract came up for renewal in its normal timeframe, it was advertised in the Lander Journal on October 4, October 11 and October 18th. Bids were due on October 25th and one bid was received. Councilmember D Hahn commented he has a problem with a family member working for the City because the Mayor is over all employees. Council President Cox answered that City Treasurer Lara supervises the Community Center cleaning contract and would supervise this one as well. The current contractor wants to retire. Councilmember J Hahn asked if there is a rule that there needs to be more than one place of advertising, such as County10 or the newspaper. Attorney Phillips answered that the statute requires advertising in the newspaper. Councilmember J Hahn asked if it was on the website. The Clerk stated that going forward it would be good to use Facebook, Instagram, and potentially County10, and do a better job of advertising Requests for Proposals for services.

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

- I. Approve S 23.04 Minor subdivision and license for alley encroachment

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.

- J. Approve S 23.08 Jones Subdivision replat and annexation

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

- K. Approve Z 23.02 Rezoning Lost 3-4 Earl and Farlow Addition to C-Commercial

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

- L. Authorize the Mayor to sign a new hangar lease for ROMO2.0 /Keith McPherson for hangar number 502

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

- 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.

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

N. Authorize the Mayor to sign a one-year lease with LOTRA

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

O. Appoint Lance Hopkin to the Tiger Joint Powers Board

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.

9. ADJOURNMENT

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.

Being no further business to come before the Council, the meeting was adjourned at 7:42 PM.

The City of Lander

ATTEST:

By: _____

Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk


CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, November 28, 2023 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. MAYOR AND COUNCIL UPDATES

COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, and Missy White. COUNCILMEMEMBERS ABSENT: Mayor Richardson. STAFF PRESENT: Chief Peters, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

Councilmember White presented updates on the Lander Art Center, Art in the Afternoon, the Senior Center, fundraising for the delinquent water account, and services for waterline insurance. She reminded citizens that not all waterline services have been vetted by the City of Lander.

Councilmember D Hahn presented information concerning carbon footprints. He commented that there is a dark side to renewable energy and the whole picture should be examined.

Councilmember Stuble presented an update from the Lander Art District and the Popo Conservation District meeting.

Councilmember J Hahn thanked Lance and the Streets department for getting on Main Street and picking up snow on the side streets.

Council President Cox commented on the agenda and snow removal, as well as providing an update on FCSD#1.

2. STAFF REPORTS

Public Works Director Lance Hopkin provided an update and discussion on snow and snow removal. High-priority routes include Main Street, the hospital, and school routes. He explained the removal routine and procedure. Discussions ensued with Councilmembers concerning parking, snow removal, equipment failure, and new to the City equipment costs. The city is considering purchasing a used motor grader and a used dump truck.

Assistant Mayor RaJean Strube Fossen provided an update concerning a Planning Commission appeal request and on recommended Title 4 changes.

City Treasurer Charri Lara commented that Service Line Warranty is the company the City has vetted for waterline insurance. She further stated that the vehicle replacement line item is well funded even after the potential purchase of the motor grader and dump truck.

City Clerk Rachelle Fontaine inquired if the Council wanted to have a Work Session on December 26, 2023. Council discussion indicated they will not hold a Work Session in December.

3. NEW BUSINESS (NON-ACTION ITEMS)

A. Jake Lara presentation on Stacker and Airtable

Jake Lara, from ReWorx, presented an update on the change management, Stacker, and Airtable applications that have streamlined and automated the City processes. He explained the process of designing an application for each department including Current to Future State Analysis, Configuring the Application, integrations and Automation, Data Import, Beta Testing with Change Champions, Creating Supporting Materials, Strategic Rollouts and Go Live Activities, and Short and Long Term Support. He has completed twenty-three customs applications, 308 automation, and 559 processes. He presented a demonstration of the Building Department, Fire Inspections, and Code Enforcement.

B. Kevin Kershisnik presentation concerning the components of economic development

Kevin Kershisnik, secretary for the Wyoming Economic Development Association (WEDA), and Executive Director for IDEA, INC., addressed the Council concerning economic development. Discussion ensued concerning the definition of Economic Development, the Economic Building Blocks, which include New Business, Existing Business Development, Innovation and Entrepreneurship, Education and Workforce Development, Infrastructure Development, Community and Quality of Life, and Leadership/Civic

Development, and the Role of Public Policy. Councilmember Stuble commented on the role of councilmembers in economic development.

- C. Discussion concerning proposed ordinances for staff bonding requirements and defining entertainment for purposes of Bar & Grill liquor licensing.

Clerk Fontaine addressed the Council concerning two ordinances that could be changed and updated. The materials included in the packet are not intended to be a complete draft, but rather a conversation starter. The first ordinance concerns bonds for employees with access to city funds. The current ordinance requires a bond for the Municipal Judge and the City Treasurer. This requirement could be expanded to all employees with access to City funds, such as the Clerk, the Deputy Treasurer, and the Utility Clerk. The second ordinance concerns the renewal of Bar and Grill liquor licenses. When Bar and Grills renew their liquor licenses, the Wyoming State Statute changed to allow a portion of their proceeds to be allocated to entertainment. Entertainment is defined in statute but cannot include adult entertainment or gambling. The definition of adult entertainment was left to the local licensing authority. She provided the Council with examples of how Sheridan, Cheyenne, and Douglas have defined Adult Entertainment as it pertains to this issue. Lastly, she noted that another change is proposed for section 2-2-6 Grounds for Suspension. She proposes changes to clarify the process and reasons for liquor license suspensions. She commented there is a current license that has a Sales Tax Hold and may come before the Council for a Suspension Hearing on December 12, 2023.

- D. Discussion concerning Greenhouse Gas Emissions Goals.

Councilmember Stuble led the discussion concerning the proposed greenhouse gas emissions goal resolution. She emphasized this goal is about cost savings for the City. It will also make the City more grant-competitive. Councilmember Larsen appreciates Councilmember D Hahn's comments concerning carbon footprints. He noted that grant competitiveness requires action on greenhouse gases. Councilmember J Hahn commented he did some research that wood smoke carbon emissions are higher than other things. Wildfires also contribute and he finds it hard in hard times to look at the big picture to spend money on things to get grants. Councilmember Stuble reminded everyone that the resolution is not committing the City to spending dollars. Councilmember Larsen said the projects proposed are not just to spend money but also to replace equipment that needs to be replaced. Council discussion ensued as to appropriate goals.

- E. Discussion concerning the Golf Course lease renewal.

Councilmember Larsen commented that the Golf Course is receiving a good deal. A discussion ensued between staff and the Council concerning the pros and cons of the City running a Golf Course versus leasing it out. Councilmember Stuble inquired about changes in this lease from previous leases. Public Works Director Lance Hopkin indicated he would provide a copy illustrating the changes at the next meeting.

- F. Jenna Ackerman LEDA presentation.

Jenna Ackerman was present representing LEDA. LEDA wanted to provide the Council advance notice that they will be recommending that LIFT awards be suspended for the next quarter in order to ensure that the awards meet the expectations of the applications and the community as a whole and have a more focused spending plan. The Council discussed economic development and the half-cent economic development funds award process. These funds are required to be spent by the time of the general election in 2024.

4. **ADJOURNMENT** Being no further business to come before the Council, the meeting adjourned at 8:40 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 providing for 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.

71 CONSTRUCTION CO	Cliff, City Park and 2nd Street Paving	174,163.50
71 CONSTRUCTION CO	Cascade Paving	19,764.00
71 CONSTRUCTION CO	Optional 1% Misc Road Concrete Work - Casca	86,627.00
Total 71 CONSTRUCTION CO (2):		280,554.50
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
ADELLE SIMON	youth volleyball registration for class	420.00
Total ADELLE SIMON (1404):		420.00
ALSCO	Community Center Linens	34.00
ALSCO	Community Center Linens	69.03
ALSCO	Community Center Linens	205.76
ALSCO	Community Center Linens	29.24
Total ALSCO (917):		338.03
AMERI-TECH EQUIPMENT CO	Control harness	173.81
Total AMERI-TECH EQUIPMENT CO (29):		173.81
ARDURRA GROUP INC	Professional services from July 1, 2023 to July	293.75
ARDURRA GROUP INC	Professional Services from August 1, 2023 thro	8,973.60
ARDURRA GROUP INC	Professional Services from September 1, 2023 t	5,662.54
Total ARDURRA GROUP INC (1390):		14,929.89
BADGER METER INC	Mobile Hosting Nov2023 & Service Agreement	1,524.90
Total BADGER METER INC (44):		1,524.90
BAILEY VALVE	New parts to rebuild old sleeve valve	84,504.72
Total BAILEY VALVE (1395):		84,504.72
BERNARD PLUMBING	sewer service at McDonalds	285.00
BERNARD PLUMBING	locate storm drain by Struna's	217.50
Total BERNARD PLUMBING (1067):		502.50
BLACK HILLS ENERGY	Nov2023 Natural Gas Bill	600.48
BLACK HILLS ENERGY	Nov2023 Natural Gas Bill	1,096.82
BLACK HILLS ENERGY	Nov2023 Natural Gas Bill	2,016.62
BLACK HILLS ENERGY	Nov2023 Natural Gas Bill	440.52
BLACK HILLS ENERGY	Nov2023 Natural Gas Bill	1,177.74
BLACK HILLS ENERGY	Nov2023 Natural Gas Bill	33.15
Total BLACK HILLS ENERGY (465):		5,365.33
BOYLE ELECTRIC	Irrigation control box install	1,368.82
Total BOYLE ELECTRIC (1229):		1,368.82
CARROLL SEPTIC SERVICE	portable toilet for Popo Agie water line project	230.00

Total CARROLL SEPTIC SERVICE (1337):		230.00
CENTRAL BANK & TRUST	Petty Cash Request Nov2023 #2	120.64
CENTRAL BANK & TRUST	Petty Cash Request Nov2023 #2	257.00
CENTRAL BANK & TRUST	Petty Cash Request Nov2023 #2	5.55
CENTRAL BANK & TRUST	Petty Cash Request Nov2023 #2	60.00
CENTRAL BANK & TRUST	Petty Cash Request Nov2023 #2	104.00
CENTRAL BANK & TRUST	Petty Cash Request Nov2023 #2	60.00
CENTRAL BANK & TRUST	Petty Cash Request Nov2023 #2	12.00
Total CENTRAL BANK & TRUST (96):		619.19
CENTURY LINK	Nov2023 Phone Bill	81.11
CENTURY LINK	Nov2023 Phone Bill	161.01
CENTURY LINK	Nov2023 Phone Bill	352.87
CENTURY LINK	Nov2023 Phone Bill	100.52
CENTURY LINK	Nov2023 Phone Bill	100.52
Total CENTURY LINK (99):		796.03
CHILD DEVELOPMENT SVCS	1/2 Recipient	8,184.61
Total CHILD DEVELOPMENT SVCS (1403):		8,184.61
CITY SERVICE VALCON	Jet fuel - Airport	27,977.39
Total CITY SERVICE VALCON (1146):		27,977.39
CLARKS LANDSCAPING	bore under sidewalk on Cliff, water main replace	150.00
Total CLARKS LANDSCAPING (108):		150.00
COMMUNITY CENTER REFUNDS	SECURITY DEPOST REFUND	300.00
COMMUNITY CENTER REFUNDS	COMMUNITY CENTER REFUND	150.00
Total COMMUNITY CENTER REFUNDS (1210):		450.00
COWBOY SUPPLY HOUSE	Solution Fill - Supplies	26.09
Total COWBOY SUPPLY HOUSE (121):		26.09
CROSSING THE THRESHOLD LLC	1/2 Recipient	929.88
Total CROSSING THE THRESHOLD LLC (1359):		929.88
CWC MENS BASKETBALL	registration for CWC Basketball Clinic	710.00
Total CWC MENS BASKETBALL (1343):		710.00
DAUPLER	Emergency Answer Service for After Hours	4,800.00
Total DAUPLER (1277):		4,800.00
DOWL	Contract work on Popo Agie pathway to be reim	23,539.27
Total DOWL (147):		23,539.27
FAIRFIELD TREE AND LAWN CARE	Christmas Light Service	5,700.00

Total FAIRFIELD TREE AND LAWN CARE (1055):		5,700.00
FASTENAL	Paper towels	69.52
Total FASTENAL (165):		69.52
FERGUSON ENTERPRISES INC	14 inch mega flange for sleeve valve replaceme	1,402.53
FERGUSON ENTERPRISES INC	3/4 inch coupler	349.80
FERGUSON ENTERPRISES INC	curb key's	324.36
FERGUSON ENTERPRISES INC	24 inch mega flanges for effluent flow meter repl	2,075.00
FERGUSON ENTERPRISES INC	leak bands	396.69
FERGUSON ENTERPRISES INC	14 inch gaskets for sleeve valve replacement	82.60
Total FERGUSON ENTERPRISES INC (553):		4,630.98
FLEX SHARE BENEFITS	FlexShare Benefits Nov2023	126.05
FLEX SHARE BENEFITS	FlexShare Benefits Nov2023	126.05
Total FLEX SHARE BENEFITS (173):		252.10
FLOWPOINT ENVIRONMENTAL SYSTEMS	meter rebuild kits for rural water house	2,134.01
Total FLOWPOINT ENVIRONMENTAL SYSTEMS (1156):		2,134.01
FREMONT CO SOLID WASTE DISPOS	construction demo, cleaning yard	29.80
Total FREMONT CO SOLID WASTE DISPOS (183):		29.80
FREMONT COUNTY TREASURER	2mo Catchup - Rate Increase	1,037.16
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	18,232.83
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	518.58
FREMONT COUNTY TREASURER	jail bill	5,170.00
Total FREMONT COUNTY TREASURER (190):		24,958.57
FREMONT MOTOR COMPANY	Key, fob, and programing	273.75
Total FREMONT MOTOR COMPANY (194):		273.75
HACH COMPANY	CL17 reagents, turbidity sensor equipment	1,251.95
Total HACH COMPANY (214):		1,251.95
HDR ENGINEERING INC	Engineering for Gannett Peak Safe Routes to b	2,824.94
HDR ENGINEERING INC	Additional Sidewalk Engineering	14,962.50
HDR ENGINEERING INC	Tank and Pump Station Engineering	27,083.86
Total HDR ENGINEERING INC (994):		44,871.30
HIGH COUNTRY CONSTRUCTION	Tank and Pump Station Construction	645,440.75
Total HIGH COUNTRY CONSTRUCTION (1062):		645,440.75
HONNEN EQUIPMENT CO	Motor Grader 2018	287,640.00
Total HONNEN EQUIPMENT CO (231):		287,640.00
INBERG MILLER ENGINEERS	2021 SEWER REPAIR PROJECT	7,518.40
INBERG MILLER ENGINEERS	Engineering on troubled Sewers	8,255.00

INBERG MILLER ENGINEERS	Popo River Park Geotech Investigation	7,027.85
INBERG MILLER ENGINEERS	Popo Agie Park Geotech Report	315.00
INBERG MILLER ENGINEERS	789 Slope Stability Geotech	15,030.92
Total INBERG MILLER ENGINEERS (1239):		38,147.17
KAIL, JARED	Package of website photos for Parks Map webp	3,000.00
Total KAIL, JARED (1401):		3,000.00
LANDER SENIOR CITIZENS CENTER	Oct2023 Expenses	1,419.96
Total LANDER SENIOR CITIZENS CENTER (296):		1,419.96
LONG BUILDING TECHNOLOGIES INC	Address HV-1 Alarm	273.00
LONG BUILDING TECHNOLOGIES INC	Community Center Repairs	607.50
Total LONG BUILDING TECHNOLOGIES INC (1295):		880.50
LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
Total LOZIER, TERESA (995):		950.00
MASA	MASA Renewal Dec2023	6,384.00
Total MASA (1167):		6,384.00
MASTERCARD	Supplies	20.00
MASTERCARD	Lunch for firefighters helping with fire prevention	54.71
MASTERCARD	Paint and supplies for Guardian AC delete repai	136.98
MASTERCARD	Canva yearly membership - two people - Anne	119.99
MASTERCARD	gas	74.39
MASTERCARD	Parking Garage Fee - No receipt provided at exi	20.00
MASTERCARD	Parking Garage Fee - No receipt provided at exi	20.00
MASTERCARD	MMC Program Application	400.00
MASTERCARD	Gas HR Conference	16.52
MASTERCARD	Gas WAM HR Conference	15.00
MASTERCARD	October 2nd set of BacT samples	60.00
MASTERCARD	cleaning supplies	398.60
MASTERCARD	Fuel for snowblower	26.88
MASTERCARD	Supplies - Police	264.59
MASTERCARD	B2 Test	230.00
MASTERCARD	Rubber door stoppers	8.96
MASTERCARD	BacT sample test for 300 Block of Popo Agie	15.00
MASTERCARD	Phones - All depts	25.76
MASTERCARD	Phones - All depts	113.90
MASTERCARD	Phones - All depts	233.64
MASTERCARD	Phones - All depts	530.58
MASTERCARD	Phones - All depts	1,238.62
MASTERCARD	Paint and supplies to paint the guardian bathroo	54.88
MASTERCARD	Halloween candy to hand out 4th and main	27.96
MASTERCARD	Fuel	30.00
MASTERCARD	Fuel	35.00
MASTERCARD	November 1st set of BacT samples	75.00
MASTERCARD	Supplies	23.54
MASTERCARD	Solenoid valve	31.99
MASTERCARD	Reflective Winter Coat	169.99
MASTERCARD	Pens for Fire department	19.98
MASTERCARD	Ice cleats for bunker boots	43.28

MASTERCARD	Office supplies	65.85
MASTERCARD	Bio hazard bags and gloves for wrecks	97.23
MASTERCARD	Mounting bolts for the compressor breathing ho	12.89
MASTERCARD	Mufflers for air compressor blowoff to lessen de	64.75
MASTERCARD	Halloween Candy for the Halloween main street	219.90
MASTERCARD	Two DeWalt 9.0aH batteries for impact wrench	278.90
MASTERCARD	car wash soap	42.41
MASTERCARD	Dewalt Cordless 3/4 in impact wrench	248.12
MASTERCARD	Car wash brushes	69.09
MASTERCARD	Waste toner box for airport and fire	28.97
MASTERCARD	Waste toner box for airport and fire	57.94
MASTERCARD	Cap for water line, garbage bags for Plant	38.97
MASTERCARD	Concrete Manual	112.27
MASTERCARD	Rubber grommets	15.99
MASTERCARD	Drum bung adapter	24.37
MASTERCARD	refund for order	33.76-
MASTERCARD	iPad stylus	19.98
MASTERCARD	Coolant Pump Kit for bandsaw	375.57
MASTERCARD	Toner for copier	143.98
MASTERCARD	Halloween candy for Main Street Trick or Treate	41.10
MASTERCARD	RESTROOM FAN MOTORS BUILDING	520.50
MASTERCARD	waste tracking manifest	175.97
MASTERCARD	Chamber newsletter inserts for November - 2 in	198.34
MASTERCARD	50 11x17 Light Up Lander posters	85.50
MASTERCARD	Utility Bills Oct2023	698.85
MASTERCARD	Halloween candy to hand out 4th and main	15.98
MASTERCARD	Fire Prevention supplies	359.10
MASTERCARD	AWS - Stacker	20.00
MASTERCARD	4in water valve	351.22
MASTERCARD	Hose connectors	84.23
MASTERCARD	Supplies	44.99
MASTERCARD	Rural water	730.50
MASTERCARD	Sept & Oct 2023 Fiber	899.00
MASTERCARD	Sept & Oct 2023 Fiber	899.00
MASTERCARD	hydrant repair kits	638.94
MASTERCARD	Advertising	967.85
MASTERCARD	Lunch HR Cinferece	25.21
MASTERCARD	Center caps	179.80
MASTERCARD	Dues	170.00
MASTERCARD	Refund for misrun charge on 10/24/23	265.00-
MASTERCARD	Misran charge	265.00
MASTERCARD	Rough Sawn plywood and screws for A/C Delet	130.79
MASTERCARD	Drywall for Fire Prevention propt	126.82
MASTERCARD	Cordless Pole Saw to get roots cut out of manh	499.99
MASTERCARD	Fuel	20.00
MASTERCARD	Toner Waste cartridge for printer at fire hall and	201.45
MASTERCARD	Toner Waste cartridge for printer at fire hall and	201.48
MASTERCARD	Halloween candy to hand out 4th and Main	9.85
MASTERCARD	Supplies - Bldg	53.87
MASTERCARD	November Peloton Membership	44.00
MASTERCARD	Fuel for Patrol truck	61.29
MASTERCARD	Shop stuff	61.56
MASTERCARD	Hyatt-SLC Caselle Conf Hotel Room	256.14
MASTERCARD	Hyatt-SLC Caselle Conf Hotel Room	256.14
MASTERCARD	Gas monitor/LEL level cards	108.00
MASTERCARD	Cliff st water repair	12.13
MASTERCARD	couch and furniture's that was used in the burn	14.60
MASTERCARD	Insulation for AC unit delete in Guardian Buildin	31.58
MASTERCARD	Google Workspace Oct2023	666.00
MASTERCARD	Google Workspace Oct2023	666.00

MASTERCARD	Blood kit to WCL L23-03660	5.55
MASTERCARD	Blood kit to WCL L23-03637	5.55
MASTERCARD	6 cases mutt mitt singles	947.89
MASTERCARD	uniform collar brass and name plates	153.30
MASTERCARD	Supplies	80.00
MASTERCARD	October wastewater samples	316.00
MASTERCARD	October Wastewater Testing	316.00
MASTERCARD	October Wastewater Testing	319.00
MASTERCARD	October Wastewater Testing	316.00
MASTERCARD	October Wastewater Testing	331.00
MASTERCARD	Training tool	249.00
MASTERCARD	Food for health fair and HRI meeting	135.29
MASTERCARD	Filing of plat	77.00
MASTERCARD	HRI meeting snacks	27.38
MASTERCARD	Council mints	18.20
MASTERCARD	Travel Slib	122.00
MASTERCARD	Travel - Gen Govt	122.00
MASTERCARD	IPAD - Police	549.99
MASTERCARD	Back up internet for WTP	56.96
MASTERCARD	Tire	47.46
MASTERCARD	disposable gloves Treytons card	24.99
MASTERCARD	push brooms for trucks Treyton's card	53.97
MASTERCARD	Solder and lighter	24.98
MASTERCARD	Reflective winter coat	74.99
MASTERCARD	Reflective winter coat return	74.99-
MASTERCARD	cold weather waterproof gloves	21.98
MASTERCARD	Vinyl tubiing	13.67
MASTERCARD	Shop stuff	43.95
MASTERCARD	Welding helment	64.99
MASTERCARD	1/2in to 3/4in socket adapter and cold weather	23.78
MASTERCARD	Concrete drill bit	4.79
MASTERCARD	Shop supplies	207.16
MASTERCARD	Socket and adapter for sleeve valve replaceme	42.27
MASTERCARD	1 1/2in square tubing tie wire and buckets	163.16
MASTERCARD	September ecoli testing	270.00
MASTERCARD	Ecoli testing October 2023	270.00
MASTERCARD	Storage	40.00
MASTERCARD	Ipad - Bldg Inpector	549.99
MASTERCARD	Spectrum - Phone Sept 2023	11.57
MASTERCARD	Spectrum - Phone Sept 2023	108.01
MASTERCARD	Spectrum - Phone Sept 2023	129.98
MASTERCARD	Spectrum - Phone Sept 2023	129.99
MASTERCARD	Spectrum - Phone Sept 2023	129.99
MASTERCARD	Spectrum - Phone Sept 2023	129.99
MASTERCARD	Spectrum - Phone Sept 2023	129.99
MASTERCARD	Spectrum - Phone Sept 2023	129.99
MASTERCARD	Spectrum - Phone Sept 2023	259.98
MASTERCARD	training for Dylan	199.00
MASTERCARD	AutoCAD License	2,568.93
MASTERCARD	Lodging for WRPA Conference Pinedale	184.00
MASTERCARD	Firefighter fire prevention meals	117.22
MASTERCARD	temp water parts for water project Treytons card	18.35
MASTERCARD	toilet flange for airport Treyton's card	7.85
MASTERCARD	silicone Treyton's card	6.61
MASTERCARD	toilet repair kit for airport	20.98
MASTERCARD	sewer service line parts for city park Jason's car	364.94
MASTERCARD	plumbing supplies for upper restroom sewer dra	41.30
MASTERCARD	Two (2) husqvarna cutoff saw blades for metal	504.37
MASTERCARD	Flame proof safety cabinet	1,365.69
MASTERCARD	Lifting slings	131.64

MASTERCARD	hydraulic pump	196.71
MASTERCARD	first aid kit refresh and cleaning gloves	270.09
MASTERCARD	Filled City Hall Jeep on way home from WYDOT	44.92
MASTERCARD	Hotel fees for WYOCMA conference in Thermop	196.00
MASTERCARD	Pizza Hut Sales Tax Credit	2.19-
MASTERCARD	Fuel Credit	.30-
MASTERCARD	Special Event Insurance for Light Up Lander Pa	621.00
MASTERCARD	Vinegar for cleaning and descaling, pipe fittings	31.60
MASTERCARD	rakes and broom Treyton's card	125.96
MASTERCARD	tape measure	29.69
MASTERCARD	Credit for original fraudulent purchase	200.39-
MASTERCARD	4x4 blocks for 24in. flow meter replacement proj	24.30
MASTERCARD	Vonage Phone Oct2023	877.83
MASTERCARD	Vonage Phone Oct2023	877.83
MASTERCARD	Prof Fees	199.00
MASTERCARD	Promotional giveaway items	179.70
MASTERCARD	Coupler Repair Maintenance	291.81
MASTERCARD	Diving and trying to patch the crack in the Rode	4,031.04
MASTERCARD	Deposit for pump and air release valve wlrc	5,338.75
MASTERCARD	Replacement flashlights and new safety glasses	2,394.51
MASTERCARD	temp water parts water project Treyton's card	8.99
MASTERCARD	toilet for airport	192.20
MASTERCARD	toilet repair kit airport	35.98
MASTERCARD	Concrete Drill Bit	7.73
MASTERCARD	Grinding and cut off wheels	77.29
MASTERCARD	Flange gaskets for sleeve valve installation	82.60

Total MASTERCARD (327): 45,585.20

MIDLAND IMPLEMENT CO	Fingers and springs	1,122.80
----------------------	---------------------	----------

Total MIDLAND IMPLEMENT CO (341): 1,122.80

NAPA AUTO PARTS - LANDER	filters	63.16
NAPA AUTO PARTS - LANDER	Air filter	61.32
NAPA AUTO PARTS - LANDER	Fittings	295.78
NAPA AUTO PARTS - LANDER	Filters	138.36
NAPA AUTO PARTS - LANDER	Air conditioning parts	331.25
NAPA AUTO PARTS - LANDER	Oil pressure switch and hose	71.69
NAPA AUTO PARTS - LANDER	Tire soap applicators	11.40
NAPA AUTO PARTS - LANDER	Dodge engine oil	107.76
NAPA AUTO PARTS - LANDER	Oil and filter	54.93
NAPA AUTO PARTS - LANDER	Battery fire hall	160.21
NAPA AUTO PARTS - LANDER	2 batteries and core return	257.06
NAPA AUTO PARTS - LANDER	Lug nuts	60.60
NAPA AUTO PARTS - LANDER	Filter stock	124.40
NAPA AUTO PARTS - LANDER	Filters	21.65
NAPA AUTO PARTS - LANDER	Dot 3 Brake fluid	8.44
NAPA AUTO PARTS - LANDER	Window Wash Fluid	193.99
NAPA AUTO PARTS - LANDER	Battery	175.99
NAPA AUTO PARTS - LANDER	Bulk oil pump handle	533.16
NAPA AUTO PARTS - LANDER	Diesel fuel additive!	59.94
NAPA AUTO PARTS - LANDER	Diesel fuel additive	239.76
NAPA AUTO PARTS - LANDER	Filters	31.77
NAPA AUTO PARTS - LANDER	HYD hose adapter	11.08
NAPA AUTO PARTS - LANDER	Ignition switch	34.84
NAPA AUTO PARTS - LANDER	Brake pads	120.53
NAPA AUTO PARTS - LANDER	Splash guards	74.78
NAPA AUTO PARTS - LANDER	Brake pads	78.77
NAPA AUTO PARTS - LANDER	Bearings for RPM Snowblower.	726.75

Total NAPA AUTO PARTS - LANDER (353):		4,049.37
ONE CALL OF WYOMING	dig tickets for July 2023	53.25
Total ONE CALL OF WYOMING (374):		53.25
PERFECT POWER INC	Cost to connect the digital sign at museum to po	180.58
Total PERFECT POWER INC (762):		180.58
PORTER'S MT VIEW SUPPLY	Community Center Maintenance	732.53
Total PORTER'S MT VIEW SUPPLY (1407):		732.53
REWORX	Continued Work on Apps	4,320.00
REWORX	Continued Work on Apps	4,320.00
Total REWORX (1347):		8,640.00
RIVERTON TIRE & OIL CO	Tires	1,626.68
Total RIVERTON TIRE & OIL CO (431):		1,626.68
ROCKY MOUNTAIN POWER	Electricity - All depts	2,872.93
ROCKY MOUNTAIN POWER	Electricity - All depts	213.83
ROCKY MOUNTAIN POWER	Electricity - All depts	950.02
ROCKY MOUNTAIN POWER	Electricity - All depts	3,671.83
ROCKY MOUNTAIN POWER	Electricity - All depts	284.70
ROCKY MOUNTAIN POWER	Electricity - All depts	97.71
ROCKY MOUNTAIN POWER	Electricity - All depts	3,592.78
ROCKY MOUNTAIN POWER	Electricity - All depts	2,920.81
Total ROCKY MOUNTAIN POWER (435):		14,604.61
STRIKE CONSULTING GROUP	Work under this invoice includes Finalize daily	217.50
STRIKE CONSULTING GROUP	Work under this invoice includes coordinating wi	2,948.75
STRIKE CONSULTING GROUP	Work completed under this invoice includes surv	3,758.75
Total STRIKE CONSULTING GROUP (1112):		6,925.00
SUMMIT WEST CPA GROUP P.C.	2023 Audit Progress Billing	5,000.00
SUMMIT WEST CPA GROUP P.C.	2023 Audit Progress Billing	5,000.00
Total SUMMIT WEST CPA GROUP P.C. (1328):		10,000.00
SWEETWATER AIRE	Community Center Repairs	406.50
Total SWEETWATER AIRE (484):		406.50
SWISSPHONE LLC	Pagers for Fire Department	5,122.87
SWISSPHONE LLC	Pager Cases	344.77
Total SWISSPHONE LLC (1366):		5,467.64
T&T MOTORSPORTS LLC	2004 Sterling LT7500 Dump Truck - Check	57,500.00
T&T MOTORSPORTS LLC	2004 Sterling LT7500 Dump Truck - Earnest Mo	2,000.00
Total T&T MOTORSPORTS LLC (1400):		59,500.00

TEAM LABORATORY CHEM LLC	winter bugs	3,717.50
Total TEAM LABORATORY CHEM LLC (493):		3,717.50
TRIHIDRO CORPORATION	Tap Grant CatEx	1,397.66
Total TRIHYDRO CORPORATION (1208):		1,397.66
TYLER TECHNOLOGIES	Annual Maintenance agreement	4,677.96
Total TYLER TECHNOLOGIES (1129):		4,677.96
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		3,500.00
WAM - WCCA	WAM Registration	260.00
Total WAM - WCCA (546):		260.00
WATER REFUNDS	REFUND - WATER	200.00
WATER REFUNDS	REFUND - WATER	83.87
WATER REFUNDS	REFUND - WATER	154.11
Total WATER REFUNDS (552):		437.98
WEBER STATE UNIVERSITY - RMCOEH	OSHA 3015 Training - Excavation, Trenching, S	5,250.00
WEBER STATE UNIVERSITY - RMCOEH	OSHA 3015 Training - Excavation, Trenching, S	5,250.00
Total WEBER STATE UNIVERSITY - RMCOEH (1408):		10,500.00
WESTERN LAW ASSOCIATES	Nov2023 Services	1,680.00
Total WESTERN LAW ASSOCIATES (559):		1,680.00
WESTERN STATES FIRE PROTECTION	Community Center Fire Sprinkler System Maint	1,538.46
Total WESTERN STATES FIRE PROTECTION (1406):		1,538.46
WHITING LAW PC	Nov2023 Services	320.00
Total WHITING LAW PC (564):		320.00
WILLIAM H SMITH & ASSOC	Testing On Lander Streets Projects	562.50
WILLIAM H SMITH & ASSOC	Baldwin Creek Road Engineering	312.50
WILLIAM H SMITH & ASSOC	Lincoln Street Engineering	5,625.00
WILLIAM H SMITH & ASSOC	Lincoln Street Engineering	3,159.00
Total WILLIAM H SMITH & ASSOC (1058):		9,659.00
WYDOT - FINANCIAL SERVICES	Nov2023 WYDOT Fuel	2,478.77
WYDOT - FINANCIAL SERVICES	Nov2023 WYDOT Fuel	165.92
WYDOT - FINANCIAL SERVICES	Nov2023 WYDOT Fuel	1,239.38
WYDOT - FINANCIAL SERVICES	Nov2023 WYDOT Fuel	1,239.38
Total WYDOT - FINANCIAL SERVICES (606):		5,123.45
WYOGLOSS LLC	windshield	370.16

Total WYOGLOSS LLC (1370):		370.16
WYOMING ASSN OF RURAL WATER	2024 Membership	475.00
Total WYOMING ASSN OF RURAL WATER (598):		475.00
WYOMING LAW ENFORCEMENT ACAD	Lutterman Death Invest class WLEA	382.00
Total WYOMING LAW ENFORCEMENT ACAD (609):		382.00
WYOMING RENTS LLC	Telehandler rental for sleeve valve replacement.	625.00
Total WYOMING RENTS LLC (782):		625.00
WYOMING RETIREMENT SYSTEM	Firefighter Retirement	618.75
Total WYOMING RETIREMENT SYSTEM (614):		618.75
Grand Totals:		<u>1,734,766.</u>

Report GL Period Summary

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

Part time employee gross wages by department for the pay period 10/19/2023 – 11/30/2023

Cemetery = \$1,832.00

Municipal Court = \$1,134.00

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 1317
A RESOLUTION SETTING FORTH GREENHOUSE GAS EMISSION GOALS
FOR THE YEARS ENDING IN 2030 AND 2040**

WHEREAS, the City of Lander’s mission statement is to, “promote a safe, stable, and responsive environment that supports a traditional, yet progressive community with a high quality of life.”

WHEREAS, in 2022, the Lander Energy and Environment Task Force published and presented findings from their *2021 Municipal Energy and Environment Report* to the City Council regarding baselines for greenhouse gas emissions, energy use, and energy cost. In 2023, the City Council prioritized that the Task Force educate the Council on greenhouse gas emission goals.

WHEREAS, budget shortfalls and constrained revenue streams due to Wyoming’s volatile shifting economic base have increased the importance of cost-saving measures in the short, medium, and long-term.

WHEREAS, competitive grants reward narratives and quantifiable goals related to clean energy or greenhouse gas emission reduction.

WHEREAS, there are many co-benefits to projects that reduce greenhouse emissions such as increases in public safety, resilient infrastructure, quality of life, cost savings, environmental quality, and workplace quality.

NOW, THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LANDER will strive to modify and design municipal government operations and facilities to reduce municipal greenhouse gas emissions, increase energy efficiency, and improve cost savings.

FURTHERMORE BE IT RESOLVED THAT the GOVERNING BODY establishes the following greenhouse gas emission reduction goals for its operations, using 2021 as a baseline:

- 20 percent emissions reduction by 2030,
- 50 percent emissions reduction by 2040,

Progress towards these goals and consideration of new goals will be evaluated every five years.

FURTHERMORE BE IT RESOLVED THAT the GOVERNING BODY directs City Staff, in collaboration with the Lander Energy and Environment Task Force, to create an implementation plan to meet these goals.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____ 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 _____ 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.

Summary of LIFT Committee Scores
FY 2023-24 - 2nd Quarter

Applicant	Score	Award Matrix	Total Project Cost	Lift Request	Maximum Funding Available
Radiant Wellness Lander	46	100%	10,096	10,096	10,096
State Gymnastics	59	75%	28,500	28,500	21,375
Historic Lander High School Building Restoration	57	75%	1,106,640	50,000	37,500
Onsite Laundry & Showers	43	50%	250,000	100,000	50,000

LIFT Scoring Matrix	
61 to 75	100%
46 to 60	75%
31 to 45	50%
16 to 30	25%
0 to 15	0%

Lander Economic Development Association
Half Cent Economic Development Tax
Recommendations to the City of Lander
December 12, 2023

Breakdown of Funds Available for Distribution and Recommendation:

1. Tax Collection Q1 (July 1, 2023 – September 30, 2023)	\$164,017
2. Funds Returned from Previous Grants	0
3. Carryover Funds from Prior Quarter	<u>136,506</u>
4. Total Funds Available this Quarter	\$300,523
5. LEDA Recommendation for the Quarter	<u>76,096</u>
6. Carryover Funds Available for Next Quarter	<u>\$224,427</u>

Summary of Actions and Recommendations

1. LIFT Committee received 7 applications requesting \$428,130. Three applications totaling \$239,534 were determined to be ineligible or cancelled.
2. Three of the eligible applications attended a Pitch Night with the opportunity to present their grant request and answer questions from LIFT Committee members.
3. All four eligible applications were then scored by the LIFT Committee and those scores were presented to the LEDA board.
4. The LEDA board reviewed each applicant and developed its recommendation for funding to the City of Lander.

LEDA recommends the following awards for applications in the current quarter.

Below is a summary each applicant’s request for the quarter.

Radiant Wellness Lander

- A. Requested Funds - \$10,096
- B. Project Description-Radiant Wellness with Liana Velasquez, LLC will bring unique and quality wellness services provided by a skilled Occupational Therapist, Liana Velasquez. Liana intends to provide a variety of treatment services to address mental and physical wellbeing to individuals of all ages with a variety of diagnoses. The Fascial Counterstrain services will be the main treatment approach available to Wyoming communities, which at this time is believed to be the only known practitioner in the state providing such treatments.
- C. LIFT Application Score – 46
- D. LEDA Recommended Funding - \$10,096

State Gymnastics

- A. Requested Funds - \$28,500
- B. New Cutting Edge Equipment- Rising Stars Gymnastics has been asked to host State. This includes 500+ athletes who will be competing over a 2 possible 3-day event. In order to have the proper set up I have to rent equipment, order awards, decorations, coaches and judges' room, Senior recognition, paid medical on site, program software and iPad to allow the scoring to be used for the USA Regional office.
- C. LIFT Application Score – 59
- D. LEDA Recommended Funding - \$28,500

Historic Lander High School Building Restoration

- A. Requested Funds - \$50,000
- B. Project Description-The Lander High School (569 Garfield Street, Lander, Wyoming) was built between 1910-1912. Architect William Redding of Denver designed the school, along with many other significant buildings that are still in use today. For nearly three decades, the building was a haven for learning. Then, in 1938, a new developer purchased the building with the intention of renovating it for apartments, however, that business venture failed and the FreeMasons took ownership of the building. In May of 2023, Schultejan Properties, LLC purchased the historic building with a goal of restoration, while preserving the historical integrity of the premises. Dan and Alex have been Lander locals for many years where they ran a successful business and now engage in several philanthropic movements. One of which is a non-profit called Woodland Conservation Fund. The Schultejan's have big plans for the organization in Lander, including hiring employees and operating the headquarters out of the historic high school building.

The beautiful and unique high school property has been part of Lander for over a century, and it has become a landmark known to all locals. The Schultejan's, along with support and partnership from the Wyoming Department of Environmental Quality, intend to repurpose the building to meet community needs and bring economic stimulus into Lander. Providing a first and foremost safe and healthy space, followed by an experience back into yesteryear, is of utmost priority to the grantees. Therefore, one of the opportunities for renovation is a community meeting space, which can be used by many small groups for public and private events. Additional uses for the space are also under review, such as office spaces for local businesses, which includes Woodland Conservation Fund.

As the building is under evaluation by the Department of Environmental Quality for contaminants like asbestos and lead-based paint, ensuring that the building can be maintained, especially through the winter, is the first step. The building owners have sought bids to transition the heating from an outdated and inefficient boiler system to a new and improved HVAC. Boiler systems are problematic as they can freeze during power outages, causing costly damage to a building, especially with old construction. Additionally, mold can grow within ducts, causing an array of health issues. A modern duct system will be installed throughout the building, and it will also be air conditioned to ensure comfortability of patrons in the summer. Insulation will also be updated to be more economical. Due to the materials used during initial construction, and the consideration for historical preservation, updating the HVAC is one of the most costly, but necessary, steps to the rebirth of the historic Lander High School. Additionally, the building's electrical services are well past their prime, and will also need to be part of the Phase I portion of the project. The LIFT grant would allow for work to proactively begin for what will be a one day showcased community building restored by several partnerships.

- C. LIFT Application Score – 57
- D. LEDA Recommended Funding - \$37,500

Onsite Laundry & Showers

- A. Requested Funds - \$100,000
- B. Project Description-We are proposing a Laundromat and Shower facility in our existing building at 680 Main Street, Lander. This will consist of an interior remodel including plumbing, electrical, flooring, drywall, and painting. The major cost is the purchase of the actual laundry equipment which will be 8 washer/dryer stackable units and 2 oversize washers and dryers. In addition, we will be adding a dry cleaning service.
- C. LIFT Application Score – 43
- D. LEDA Recommended Funding - \$0

LEDA Proposal to Suspend LIFT Program for Council Approval

LEDA recommends suspension of the LIFT Program. This recommendation includes quarters beginning with the second quarter of the fiscal year ending June 30, 2024.

LEDA is making this recommendation based on the following:

1. LEDA recognizes that there is a cooperative group of organizations that are currently working to identify focused economic development objectives for our community. This group is also working to be accepted into the Wyoming Business Council Community Review program.
2. LEDA believes that economic development objectives and goals for the community should be established prior to the awarding of future grants so that the LIFT program, or other economic development programs, can be tailored to meet those objectives.



Master Services Agreement

This **Master Services Agreement** (“Agreement”) is entered into by and between **Paymerang, LLC** (“Paymerang”), a Virginia limited liability company located at 7401 Beaufont Springs Drive, Ste. 300, Richmond, VA 23225 and **City of Lander** located at 240 Lincoln Street, Lander, Wyoming 82520 (“Client”), and is effective as of the date of execution by Client (the “Effective Date”). Paymerang and the Client may each be referred to individually as a “Party” or collectively as the “Parties” throughout this Agreement.

WHEREAS, Client and Paymerang desire to enter into an agreement for Paymerang to provide vendor payment services and any additional digital services as the Parties agree to in separate statements of work (individually a "SOW" and collectively "SOWs").

THEREFORE, the Parties hereby agree as follows:

All SOWs, attachments and exhibits to this Agreement (each an "Exhibit" and collectively, “Exhibits”) are incorporated by reference herein and made a part of this Agreement as of the date of their respective effective dates. In the event of any conflict between the terms of an Exhibit and the terms contained in this Agreement, the terms in this Agreement shall control unless the Exhibit states that the Parties are modifying the terms of this Agreement, with specific reference to the section(s) of this Agreement to be modified. Any such modification shall be limited in application to the related Exhibit.

1. SERVICES PROVIDED

Paymerang agrees to perform the services for Client as described in one or more SOWs subject to the terms and conditions of this Agreement (the "Services"). Any changes made to any SOW shall be approved by both Parties in writing. The Parties may add additional services and products to this Agreement by amending in writing or executing a new SOW pertaining to such services or products which will be deemed to be incorporated into this Agreement as agreed to in writing or in any amendment.

Paymerang represents and warrants: (i) that in providing the Services, Paymerang will employ a degree of skill and care that is consistent with industry standards as designated and set forth in any SOW; (ii) that Paymerang will complete an annual System and Organization Controls (SOC) attestation to demonstrate its commitment to internal controls as applicable to the Services provided; (iii) that the Services will not violate or infringe on any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other Party; and (iv) that, with respect to any software used in conjunction with the Services, Paymerang has all rights necessary to provide or use such software for the benefit of Client.

Upon completion of this process and during the Term of this Agreement, Paymerang may require Client to provide additional information that is required of it by governmental agencies and/or partners, including but not limited to beneficial ownership information.

Each Party represents and warrants to the other Party that it will comply with all state, federal, and local laws, rules, and regulations applicable to its performance of this Agreement.

2. PAYMENT FOR SERVICES AND TAXES

Paymerang shall send billing statements to the Client according to the terms in each respective SOW. Client will pay all sales, use, excise, value-added, consumption and similar taxes assessed on or applicable to the provision of the Services to Client by Paymerang. Notwithstanding the foregoing, each Party is responsible for payment of its taxes based on its own income, taxes on property it owns or leases, or any business license fees required for its business.

3. TERM AND TERMINATION

The initial term of this Agreement ends one (1) year after this Agreement is executed by Client. The term of this Agreement will renew automatically for additional consecutive terms of one (1) year. At the beginning of any such renewal term, Paymerang may change the fees payable by Client to Paymerang. If Paymerang elects to change the fees payable by Client, Paymerang shall deliver to Client a revised SOW or modification document reflecting the change at least 90 days prior to any renewal term. In the event the term of a SOW extends beyond the expiration or termination of this Agreement, the terms and conditions of this Agreement shall continue to govern the SOW until such time as the SOW expires or is terminated.

Either Party may terminate this Agreement for any reason by providing ninety (90) days written notice to the other Party specifying the termination date of not less than ninety (90) days from the date of the notice.

However, either Party may terminate this Agreement immediately upon: (1) a breach by the other Party of any material term of this Agreement that is not cured within thirty (30) days after delivery to the defaulting Party of a reasonably detailed written notice explaining the default; (2) a material breach by the other Party of any term of this Agreement that is not capable of being cured; (3) the initiation of insolvency or bankruptcy proceedings of the other Party; (4) the unauthorized assignment or transfer by the other Party of any of the obligations imposed hereunder; (5) receipt of a notice from any regulatory or governmental body or official that this Agreement is unlawful; or (6) the issuance of a regulatory agency formal cease and desist mandate that is not cured within sixty (60) days.

4. INSURANCE

Paymerang agrees to maintain commercial general liability insurance coverage, errors and omissions, employee theft, forgery, computer fraud, cyber security fraud, funds transfer fraud, currency fraud, and credit card fraud, with minimum limits of \$2,000,000 per occurrence, with a reputable and financially responsible insurer with an A.M. best rating of “A” or above.

5. SECURITY

Subject to any Client obligations and requirements in this Agreement, including any SOW, Paymerang will maintain adequate security over Client information using commercially reasonable safeguards over the hardware, software, personnel and processes it uses to support the delivery of payments and related services to the Client.

Client is solely responsible for any technology, processes, or procedures necessary to secure Client's Internet connection, email addresses, passwords, and any security tokens needed to access Paymerang's software and network, or to communicate with Paymerang under this Agreement. Client understands and acknowledges that Paymerang is not responsible if the email address of the Client employee or administrator is compromised and Paymerang subsequently receives an email from the compromised email.

6. CONFIDENTIALITY

The Parties anticipate that each Party may disclose confidential information to the other Party. The Parties therefore desire to establish terms governing the use and protection of certain information disclosed by one Party (“Owner”) to the other Party (“Recipient”). Confidential Information of a Party shall at all times be the Owner's property, and Owner retains all worldwide right, title and interest in and to its Confidential Information and all of its intellectual property rights.

“Confidential Information” means (i) the terms and conditions of this Agreement, (ii) non-public aspects of Paymerang's website and the operation thereof, Paymerang's technology, Paymerang's software and network, the Services, and Paymerang's business and technical information and data, (iii) Client data, and non-public aspects of Client's technology, computer programs, and business and technical information and data, and (iv) any information that either is disclosed in tangible form and marked confidential, or, if initially disclosed orally or visually, is identified as confidential at the time of disclosure or that by the nature of the circumstances surrounding such disclosure or receipt, or by the nature of the information itself would be treated as proprietary or confidential by a reasonable person.

"Confidential Information" shall not include information that: (i) is already in the possession or control of Recipient at the time of its disclosure; (ii) is, or becomes publicly known, through no

wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by Recipient without access to the Confidential Information as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner.

Recipient may use Confidential Information of Owner only for the purposes of this Agreement, and may disclose such Confidential Information to third parties only as may be reasonably required to perform Recipient's obligations under this Agreement. Prior to such disclosure, Recipient shall obtain the written consent of Owner; provided, however, (i) Recipient shall not be required to obtain Owner's consent to disclose such Confidential Information or the terms of this Agreement to a court or other governmental or regulatory body pursuant to a lawful order, subpoena, or document request so long as Recipient: (a) provides prior notice to Owner of any such obligation to disclose if legally permitted to do so, and in any event as soon as reasonably practicable; (b) provides Owner, at Owner's sole cost and expense, a reasonable opportunity to interpose an objection or obtain a protective order protecting the confidentiality of the Confidential Information and requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; and (c) cooperates with the efforts of Owner under (b), as reasonably requested by Owner;

Additionally, Paymerang shall not be required to obtain Client's consent to disclose such Confidential Information or the terms of this Agreement to (a) The Bancorp Bank or any other financial institution Paymerang transacts business with for the purposes of performing Paymerang's obligations under this Agreement and provided such financial institution is subject to confidentiality obligations at least as stringent as those applicable to Paymerang hereunder; or (b) to any potential purchaser of Paymerang or its assets, provided that Paymerang requires the potential purchaser to enter an undertaking that subjects it to confidentiality obligations that are as stringent as those applicable to Paymerang hereunder.

Recipient shall protect Confidential Information from unauthorized disclosure to others, using the same degree of care which it uses to maintain the secrecy of its own Confidential Information and in any event not less than reasonable care; provided that Paymerang will protect the confidentiality of Client Confidential Information in accordance with the Section titled "Security" above.

Upon termination or expiration of this Agreement or at any time upon Owner's request, Recipient shall return or destroy all Owner's Confidential Information in its possession or control and, upon completion, certify in writing to such return or destruction, subject to the right of Recipient to maintain one copy of such information for archival purposes upon approval from Owner, or as required by law or by industry regulations.

Further, without limiting the generality of the foregoing sentence and notwithstanding anything contained herein to the contrary, Paymerang shall have the right to use the data transmitted to Paymerang, including Confidential Information, in the course of providing any Services under the Agreement and/or SOW for: (i) analyzing or improving Paymerang's services (including analyzing customer or user behavior and market trends) or using other general business purposes (including for training and development); (ii) preparing and furnishing analyses and other internal and external reports (including to existing or prospective customers of Paymerang) of aggregated, anonymized information (any necessary aggregation and de-identification of Confidential Information shall be conducted in accordance with commercially reasonable industry standards); (iii) providing other products or services including those involving data analytics to Client or other customers or third-parties, except that Confidential Information utilized in such products or services will only be disclosed or provided in aggregated, anonymized form; and (iv) the purpose of complying with applicable law, including as may be required or requested by any judicial process or governmental authority, or Paymerang's applicable policies, procedures or practices. Client consents to Paymerang's use of and assigns to Paymerang all rights, title and/or interest to any anonymized and/or aggregated data, which may include Client's Confidential Information on an anonymized basis, for purposes described herein.

The terms of this Section shall survive the expiration or termination of this Agreement.

7. PROPRIETARY RIGHTS

Ownership of any and all intellectual property of Paymerang, including the Paymerang software and network, the "Paymerang" trade name, all logos associated with the Services, and any formula, pattern, compilation, program, device, method, technique, or process of Paymerang (collectively, "Paymerang Property"), shall remain exclusively vested in and be the sole and exclusive property of Paymerang. No right or license is granted to Client to use the Paymerang Property, and Client agrees not to use the Paymerang Property during the term of this Agreement or after the expiration or earlier termination of this Agreement. From time to time, Paymerang may solicit feedback and ideas from Client in order to improve the Paymerang Services or software. Client hereby transfers and assigns to Paymerang any right Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information developed or generated by Client personnel that directly relate to the Services or the Paymerang software and network. All rights not expressly granted by Paymerang to Client under this Agreement are reserved.

8. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed to create or constitute any employment, agency, partnership, franchise, respondeat superior, or joint venture arrangement by and between the Parties, and neither Party has the power or authority, express or implied, to obligate or bind the

other. This Agreement is not intended to create any right, cause of action, or remedy of any nature whatsoever in any third party as a beneficiary or otherwise.

9. INDEMNIFICATION

RESERVED.

10. ASSIGNMENT

This Agreement including any SOW may not be assigned or transferred by either Party without the prior written consent of the other Party, which permission shall not be unreasonably withheld. Any attempted assignment without such consent will be void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement, in whole but not in part, without the other Party's permission, in connection with any merger, consolidation, sale of all or substantially all of the assigning Party's assets, or any other similar transaction, including assignment by law; provided, that the assignee: (a) provides prompt written notice of such assignment to the non-assigning Party; and (b) agrees to be bound by the terms and conditions of this Agreement. This Agreement is binding on the Parties and their respective successors and permitted assigns.

11. ENTIRE AGREEMENT

This Agreement and any SOWs and Exhibits hereto constitute the complete agreement between the Parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

12. SEVERABILITY

In the event that any provision, or any portion thereof, of this Agreement and any SOWs or Exhibits are determined by competent judicial, legislative, or administrative authority to be prohibited by law, such provision or portion thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement.

13. WAIVER

No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by any Party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless the waiving Party approves such waiver in writing.

14. AMENDMENTS

This Agreement (including all SOWs and Exhibits) shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by a separate written agreement duly executed by the Parties to this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Each Party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the Commonwealth of Virginia and State of Wyoming or United States District Courts located in or having jurisdiction over Chesterfield County, Virginia and Lander, Wyoming in any lawsuit, claim, or other proceeding arising out of or relating to this Agreement. Each Party irrevocably waives any objection to the laying of venue in such courts and further agrees not to plead that any such lawsuit, claim, or other proceeding brought in any such court has been brought in an inconvenient forum. **EACH PARTY EXPRESSLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

16. ATTORNEY'S FEES

If any Party commences legal proceedings for any relief against another Party arising out of or relating to this Agreement, the prevailing Party shall be entitled to an award of reasonable legal costs and expenses, including without limitation reasonable attorney's fees as determined by a court of competent jurisdiction. The prevailing Party shall be that party receiving substantially the relief sought in the proceeding, regardless of whether such proceeding was brought to final judgment.

17. INTERPRETATION; COUNTERPARTS

This Agreement is the result of negotiations between the Parties and is being signed after consultation by the Parties with their respective advisors and legal counsel. This Agreement will not be construed in favor or against any Party by reason of the extent to which any Party participated in the preparation of this Agreement. This Agreement may be executed by digital or Facsimile copy and in any number of counterparts, which shall be deemed the same as an original, and all of which taken together will constitute one single agreement between the Parties.

18. DISCLAIMER/LIMITATIONS

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY (I) PUNITIVE, INDIRECT, INCIDENTAL, TREBLE, CONSEQUENTIAL, OR STATUTORY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (II) LOSS OF SAVINGS, PROFIT, DATA, USE, OR GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; OR (V) PERSONAL INJURY OR DEATH, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT CONSISTENT WITH APPLICABLE LAW, PAYMERANG DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, INCLUDING THOSE ARISING BY LAW, AND WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

19. FORCE MAJEURE

If either Party hereto shall be delayed in or prevented from the performance of any of its obligations under the Agreement due to a Force Majeure Event, then performance of such obligation shall be excused for the period of the delay and the period for the performance of any such obligation shall be extended for a period equivalent to the period of such delay; provided, however, that such Party has implemented and maintained procedures reasonably designed to avoid and mitigate the results of Force Majeure Events. "Force Majeure Event" as used hereunder shall mean a notifiable disease, fire, terrorist act, natural calamity, war, mass rioting, act or order of government, labor dispute or other event beyond said Party's reasonable control which causes a delay or failure in regard to a Party's performance hereunder. "Force Majeure Event" shall not include financial inability unless caused by a Force Majeure Event. If a Party shall be delayed or prevented from performing its obligations hereunder due to a Force Majeure Event, it may exercise its rights hereunder upon written notice to the other Party. Should a Force Majeure Event last for more than sixty (60) days, the other Party may elect, upon notice, to terminate this Agreement immediately.

20. NOTICES

All notices, requests, demands, waivers and other communications required or permitted hereunder must be in writing and shall be deemed to have been duly given when: (a) delivered by hand with a signed acknowledgement of receipt or confirmed facsimile transmission; (b) when delivered by electronic mail, twenty-four (24) hours after the time and date the electronic mail was sent; (c) one (1) day after delivery by overnight delivery as evidenced by a delivery receipt; or (d) three (3) days after being mailed by commercial courier service, certified or registered mail, return receipt requested, with postage prepaid to the Party at the address and to the person designated below, as may be changed from time to time with written Notice to the other party:

If to PAYMERANG, LLC:

Legal Department
7401 Beaufont Springs Drive, Ste 300
Richmond, VA 23225
Email: legal@paymerang.com

If to CITY OF LANDER

Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Email: _____

With a copy to:
Ibrahim A. Moiz, General Counsel
Email: imoiz@paymerang.com

[SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties as evidence of their intent to be bound to the terms of this Agreement, hereby voluntarily affix their signatures below.

Agreed to:

PAYMERANG, LLC

By: _____

Printed: Nasser Chanda

Title: Chief Executive Officer

Date: _____

Agreed to:

CITY OF LANDER

By: _____

Printed: _____

Title: _____

Date: _____

EIN: 83-6000071

Beneficial Ownership Contact Email:

[END OF SIGNATURES]

**Exhibit A (Vendor Payment Services)
Statement of Work**

This Statement of Work (“SOW”) is effective as of the date of execution by Client (the “Effective Date”), by and between **Paymerang, LLC** (“Paymerang”) and **City of Lander** (“Client”) pursuant to and governed by the Master Services Agreement (“Agreement”) entered into between the aforementioned Parties, on the date of execution by Client, and is hereby made an exhibit thereof by reference herein. Any conflict or inconsistency between the provisions of the Agreement and this SOW shall be resolved by giving precedence first to the Agreement and then to the SOW. This SOW shall be non-binding and of no legal effect until signed by the duly authorized representatives of both Parties. Capitalized terms not otherwise defined in this SOW shall have the respective meanings given to them in the Agreement.

- A.** WHEREAS, Paymerang (a third-party payment processor) is in the business of providing electronic payment processing services.
- B.** WHEREAS, Client desires to engage Paymerang to provide Client with electronic payment processing services, and other technology under the terms and conditions of this SOW.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1.0 SERVICES PROVIDED

Paymerang will provide for Client the vendor payment services (“Vendor Payment Services”) described in Exhibit A-1 of this SOW attached hereto. All changes to the Vendor Payment Services as described in this SOW, including in Exhibit A-1 of the SOW or any additional or special work provided to or for Client, must be priced separately and approved by both Parties in writing in advance. This SOW will automatically terminate in the event Client does not use and Paymerang does not provide the Vendor Payment Services for a period of twenty-four (24) months, such termination to be effective on the first business day after the expiration of such twenty-four (24) month period.

Either Party may terminate this SOW for any reason by providing ninety (90) days written notice to the other Party specifying the termination date of not less than ninety (90) days from the date of the notice.

However, either Party may terminate this SOW immediately upon: (1) a breach by the other Party of any material term of this SOW that is not cured within thirty (30) days after delivery to the defaulting Party of a reasonably detailed written notice explaining the default; (2) the initiation of insolvency or bankruptcy proceedings of the other Party; (3) the unauthorized assignment or transfer by the other Party of any of the obligations imposed hereunder; (4) receipt of a notice from any regulatory or governmental body or official that this SOW is unlawful; or (5) the issuance

of a regulatory agency formal cease and desist mandate that is not cured within sixty (60) days. The termination of this SOW shall not be deemed a termination of any other SOW or the MSA.

2.0 PAYMENT FOR VENDOR PAYMENT SERVICES

Paymerang and Client agree that Exhibit A-2 of this SOW attached hereto sets forth the fees payable by Client to Paymerang. Within sixty (60) days after the end of each given calendar quarter, Paymerang shall provide Client a reasonably detailed statement ("Quarterly Statement") showing the fees accrued and payable to Paymerang during such quarter ("Paymerang Fees").

Paymerang shall invoice the Client upon delivery of the Quarterly Statement. Any such invoices shall be paid via check or wire or ACH net 30 days from the date of the invoice. Overdue balances shall accrue interest at a rate of one and one half percent (1.5%) per month. In the event of a breach or default under this SOW which is not cured within the applicable cure period if any, Client shall be liable for any other sums due Paymerang, including Paymerang's reasonable attorneys' fees, costs and expenses incurred in collecting any sums due or enforcing its rights under this SOW regardless of whether any suit or action is filed. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid timely as provided herein. Paymerang reserves the right to suspend the Vendor Payment Services if an account becomes past due and will not resume the Vendor Payment Services until the account is brought current and paid in full.

3.0 RELIANCE ON CLIENT INSTRUCTIONS

Client shall provide to Paymerang instructions in writing or by data file ("Instructions") as to which vendors Paymerang is authorized to pay on behalf of Client. Paymerang will rely on such Instructions until otherwise notified in writing.

Client is solely responsible for the content, timeliness and accuracy of all data input, sent to and then subsequently processed by Paymerang. Paymerang is not responsible for Client errors or any liabilities, losses, or damages that result from inaccurate, incomplete or incorrect Client Instructions, or for Instructions Paymerang cannot follow or complete in the ordinary and lawful performance of its obligations. In addition to any other indemnity and Client obligations, Client shall indemnify, defend and hold harmless Paymerang, its affiliates, directors, officers, employees and agents from and against any such claims liabilities, losses, or damages arising out of such errors, inaccuracies or incomplete Instructions.

Paymerang will process Client's work according to Client's Instructions and shall be responsible for correcting errors which are caused by Paymerang's equipment, or employees in the course of their work. Paymerang will only be responsible for any reasonable late payment fees assessed against Client resulting from errors or omissions committed **solely** by Paymerang while making payments on Client's behalf, up to a maximum of \$1,000.00 per occurrence. Notwithstanding the above, any

Client request for an expedited payment resulting in late fees caused by any Party or third party like the postal service or any courier shall be borne by Client and not Paymerang.

Client will not use the Paymerang Vendor Payment Services for payments including insurance claims, payroll, benefits, retirement pay, or any payment which may require the handling of social security numbers. Client affirms that it will not use the Paymerang Services for any payments which require compliance of HIPAA, STARK, or any other federal or state mandated privacy programs.

4.0 CARD PAYMENT EXCLUSIVITY; PROCESSING CRITERIA

a) AP Invoice Exclusivity:

Paymerang will invest a significant amount of resources, time, and effort to research Client's vendors, provide technical support, and establish Client's electronic payment and/or check printing. In consideration of such investment by Paymerang, and for other good and valuable consideration received, Client agrees not to use or process vendor invoice payments with any other payment processing service provider during the term of this SOW. Notwithstanding the foregoing restrictions, Client may use purchasing cards or P-Cards for up-front payments on purchases and for occasional invoice payments.

b) Card Payment Processing Criteria:

Paymerang's software uses "smart" technology that considers vendor card acceptance, the amount of payment, convenience fees, surcharges, and cash rebates earned to determine whether a payment is processed as a virtual card. Once a vendor has agreed to accept the "card" method of payment, (i) Client shall not authorize such vendor to cease accepting payments using "card" payment method and (ii) will refer such vendor to Paymerang for purposes of considering another method of payment. If Client has a contractual agreement with vendor to pay with a method other than "card", Paymerang will honor those special instructions contingent upon Client notifying Paymerang prior to adding the vendor to the Paymerang solution or providing written evidence that an agreement exists.

5.0 FUNDING AND PROCESSING OF PAYMENTS

Client will deposit funds from its bank account by wire transfer directly into a deposit account at The Bancorp Bank or such other financial institution as directed by Paymerang ("Funding Account") in an amount necessary to fund all payments that will be processed and cleared for settlement in accordance with Client instructions. The Funding Account will be owned by The Bancorp Bank or such other financial institution used by Paymerang "for the benefit of" Paymerang's Clients. Paymerang will also maintain Card, ACH, and check settlement accounts ("Settlement Accounts"), that will be owned by The Bancorp Bank or such other financial institution used by Paymerang "for the benefit of" Paymerang's Clients. Funds deposited into the Funding and Settlement Accounts

may be comingled with other clients' payment funds and Client shall not receive interest on any funds held in any such Funding or Settlement Accounts. Client shall maintain an undivided ownership interest, and Paymerang has no ownership interest, in Client's funds deposited in the Funding and Settlement Accounts until Client's payments are processed and settled according to Client's Instructions.

Payments issued by Paymerang that are not negotiated by the payee thereof are considered stale ninety (90) days after the date they are issued and will be refunded promptly to Client, with Paymerang having no further responsibility for the payment of such amount to the payee. Paymerang shall under no circumstances be required to use its own funds or assets to pay any vendors of Client, and nothing in this SOW shall be interpreted to require any such action or impose any such obligation upon Paymerang.

6.0 APPLICABLE STANDARDS

Paymerang and Client represent and warrant that the performance of their obligations and the provisions and use of Vendor Payment Services hereunder will comply with standards associated with National Automated Clearing House (NACHA or ACH Rules), Office of Foreign Assets Control (OFAC), Payment Card Industry Data Security Standard (PCI DSS), and Article 4A of the Uniform Commercial Code. Paymerang and Client warrant that they will comply with, and not violate the laws, rules and regulations of the United States of America, as applicable in the performance of this SOW. Client acknowledges and agrees that Paymerang shall have the right to audit Client's compliance with this SOW, including the above-referenced standards, and that Paymerang shall have the right to suspend or terminate execution of any payment instructions immediately upon receiving notice of any breach by Client of this SOW or the applicable standards, laws, rules or regulations.

7.0 DISCLAIMER/LIMITATIONS

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

PAYMERANG'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THIS SOW, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES FOR ACTUAL LOSSES INCURRED BY CLIENT, BUT UNDER NO CIRCUMSTANCES SHALL SUCH DAMAGES EXCEED THE TOTAL AMOUNT OF PAYMERANG FEES RECEIVED BY PAYMERANG FOR THE VENDOR PAYMENT SERVICES DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FROM THE DATE OF THE OCCURRENCE GIVING RISE TO THE

CLAIM OR \$25,000, WHICHEVER IS GREATER. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS SOW WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

8.0 CLIENT ADMINISTRATOR

Client shall designate a Client Administrator(s) who can add, delete, or change user permissions in the Paymerang solution. The Client Administrator(s) shall also provide information necessary to complete the implementation of and performance of the Vendor Payment Services. Paymerang is authorized to rely on any information or directions received from the Client Administrator(s) and any users authorized by such Client Administrator(s).

[SIGNATURE PAGE TO FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties as evidence of their intent to be bound to the terms of this SOW, hereby voluntarily affix their signatures below.

Agreed to:

Agreed to:

PAYMERANG, LLC

CITY OF LANDER

By: _____

By: _____

Printed: Nasser Chanda

Printed: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

EIN: 83-6000071

[END OF SIGNATURES]

EXHIBIT A-1
PAYMERANG AND CLIENT OBLIGATIONS

Paymerang Obligations:

- a) One time set up and data mapping as part of implementation fee.
- b) Processing, settlement, and reconciliation of payments to Paymerang approved payees.
- c) Processing, settlement, and delivery of payment details for all vendor payments:
 - i) ACH payments post to vendor bank account next business day after processing.
 - ii) Checks printed and mailed within one (1) business day of processing.
 - iii) Virtual Visa cards loaded on day processed and delivery initiated within 72 hours.
- d) 24x7 access to the Paymerang payments solution except during software maintenance periods.
- e) In the event of service disruption for more than 24 hours Paymerang will make every attempt to contact Client about the outage. Paymerang will provide expected service resolution time and notify Client once system is restored.
- f) Client support between the hours of 9:00AM and 5:00PM Eastern Time, Monday through Friday, with the exception of Federal Reserve Bank Holidays.
- g) Commercially reasonable efforts to promptly refund stale dated check and unused card funds.

Client Obligations:

- a) Assign an administrator and manage users on the Paymerang solution.
- b) For same day payment processing, submit batches and wire funding at least one (1) hour prior to Paymerang's final scheduled processing time of 3:30PM Eastern time. The scheduled processing time may vary around holidays.
- c) Provide sufficient remittance information for payment(s) to be accepted by supplier.
- d) Client agrees to use our support email address support@paymerang.com whenever possible to resolve payment inquiries, payment import issues, and business address changes.

EXHIBIT A-2
CITY OF LANDER

SaaS Fee	Price
Software as a Service Fee	\$200.00 per month

Paymerang Fees	Price
Implementation Fee	\$5,000– Waived if 1 st batch is processed within 30 days of kickoff call
ACH Processed	\$0.00 each, includes enrollment/remittance
Card Processed	\$0.00 each
Checks Processed	\$0.00 each, includes postage
Stop Payment	\$20.00 each
Expedited Payment	\$100.00 each

CONTRACT CHANGE ORDER NO. 2

or

SUPPLEMENTAL AGREEMENT NO. N/A

AIRPORT Lander Hunt Field Airport DATE 10/18/2023

LOCATION Lander, WY AIP PROJECT NO. N/A

STATE PROJECT ALN004A

PROJECT NAME LND – 2023 Pavement Maintenance Project

CONTRACTOR American Road Maintenance, Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:


Item No.	Description	Unit	Unit Price	Quantity	Amount
P-620-5.1c	Temporary Marking	SF	\$0.40	211	\$84.40
This Change Order Total: \$84.40					
Previous Change Order(s) Total: \$550.00					
Original Contract Amount: \$117,776.00					
Revised Contract Total: \$118,410.40					

The time provided for completion in the contract is changed. **The Substantial Completion Date and Final Completion Date are unchanged. The number of working days is unchanged.** This document shall become an amendment to the contract and all provisions of the contract will apply.

Recommended by: **Carson W. Rowley** Digitally signed by Carson W. Rowley
DN: C=US, E=crowley@ardurra.com, O=Ardurra, OU=Project Manager,
CN=Carson W. Rowley
Date: 2023.10.18 15:10:50-06'00'

Engineer _____ Date _____

Approved by: _____ Date _____

Accepted by:  _____ Date 11/1/23

Contractor _____ Date _____

Approved by*: N/A _____ Date N/A

Federal Aviation Administration _____ Date _____

Approved by**: _____ Date _____

WYDOT Aeronautics _____ Date _____

*Subject to the Availability of FAA Funds

**Subject to the Availability of State Funds

STATE PROJECT NO. ALN004A CHANGE ORDER NO. 2

AIRPORT Lander Hunt Field Airport LOCATION Lander, WY

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).
Added an area of temporary marking to Bid Schedule 2A for black paint around helipad marking on apron.

2. Reason(s) for the change(s)
Helipad marking had ghosting around it that made the making very confusing. Black Paint was used to cover this up and crisp up the edges of the helipad marking.

3. Justifications for unit prices or total cost.
The unit price for temporary marking did not change.

4. The sponsor's share of this cost is available from:
Local match monies previously set aside for the project.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

6. Has consent of surety been obtained? Yes Not Necessary .

7. Will this change affect the insurance coverage? Yes No .

8. If yes, will the policies be extended? Yes No .

9. Has this Change Order been discussed with WYDOT Aeronautics officials?
Yes No When 8/12/23 With Whom: Melissa Palka

Comment: _____

Submit 3 copies to WYDOT Aeronautics

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Lander, a Wyoming municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Landlord”, and the Lander Golf Course, a Wyoming corporation, whose mailing address is P.O. Box 417, and physical address is 1 Golf Course Drive, Lander, Wyoming, hereinafter referred to as “Tenant”.

WITNESSETH:

WHEREAS, Landlord is the owner of the real property described in Exhibit “A” attached hereto and which real property is used as a municipal golf course; and

WHEREAS, Tenant desires to lease the real property described in Exhibit “A” attached hereto for the operation and management of the Golf Course; and

WHEREAS, it is in the best interest of the Landlord to lease said real property and the Golf Course to the Tenant on the terms and conditions provided below.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the lease payments and the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I
Recitals

The above recitals and Exhibit “A” attached hereto are incorporated herein and by this reference made a part of this Lease Agreement.

ARTICLE II
Representations, Covenants, and Warranties

Representations, Covenants, and Warranties of the Landlord. The Landlord represents, covenants, and warrants as follows:

- a. The Landlord is an incorporated municipality, duly and regularly created, incorporated, and existing as such within the State of Wyoming under the Constitution and laws of the State. The Landlord has fee simple title to the eighteen holes of the golf course and the real property used for the operation of the golf course, Exhibit “A” attached hereto, hereinafter referred to as the “Existing Site” and to the existing facilities thereon and is authorized by law to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. The Landlord has authorized and approved the execution and delivery of this Lease Agreement and other documents related to this transaction; and
- b. The leasing of the existing golf course to the Tenant under the terms and conditions provided for in this Lease Agreement is necessary, convenient, and in furtherance of the Landlord’s governmental purposes, and is in the best interest of the citizens and inhabitants of the Landlord; and
- c. To the knowledge of the Landlord, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the Landlord is now a party or by which the Landlord is bound, or constitutes a default under any of the foregoing; and
- d. To the knowledge of the Landlord, there is no litigation or proceeding pending or threatened against the Landlord or any other person affecting the right of the

Landlord to execute this Lease Agreement or the ability of the Landlord to comply with its obligations contained hereunder.

Representations, Covenants, and Warranties of the Tenant. The Tenant represents, covenants, and warrants as follows:

- a. The Tenant is a Wyoming corporation duly organized and existing under the laws of the State of Wyoming. The Tenant has all necessary power to enter into this Lease Agreement, is possessed of full power to lease real and personal property, as lessor or lessee, and has duly authorized the execution and delivery of this Lease Agreement; and
- b. The Tenant will not pledge, assign, mortgage, or encumber any of its rights under this Lease Agreement; and
- c. To the knowledge of the Tenant, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the Tenant is now a party or by which the Tenant is bound, or constitutes a default under any of the foregoing; and
- d. To the knowledge of the Tenant, there is no litigation or proceeding pending or threatened against the Tenant or any other person affecting the right of the Tenant to execute this Lease Agreement or the ability of the Tenant to comply with its obligations hereunder.

ARTICLE III
Lease of Property

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the property described on Exhibit "A" which is attached hereto and incorporated herein by this reference together with all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments, and tenements thereunto appertaining or belonging.

ARTICLE IV
Rent

Tenant shall pay to the Landlord as rent the sum of Ten and No/100 Dollars (\$10.00) and said payment of \$10.00 being due on or before the , 2023. As additional consideration for this Lease, the Tenant shall fulfill the special covenants contained in Article VI hereof, which the Landlord acknowledges has significant value to it.

ARTICLE V
Term of Lease

The term of this Lease shall be for a period of Four (4) years (the original term) commencing on the _____ 2023, and terminating on the _____ , 2027, unless terminated or extended as hereinafter set forth.

To extend this Lease, a Lease Extension Agreement between Landlord and Tenant must be signed at least ninety (90) days prior to the expiration of the Lease term. The terms and conditions of the extension must be agreed upon between the Landlord and the Tenant. If the parties cannot agree upon the terms and conditions of the extension, then and in that event, this Lease will terminate and the Tenant will have no further rights under this Lease Agreement.

Landlord hereby declares that the term of this Lease is of specific benefit to it, as it will provide for the care, management, and preservation of the Lander Golf Course.

ARTICLE VI
Special Covenants of Tenant

Tenant hereby agrees to comply with the following:

- a. To pay all charges levied, assessed and charged against or incurred at the premises for all utilities, including but not limited to sales or property taxes, sewer, gas, telephone, electricity charges and ditch right assessments which may accrue during the term of this Lease, and to save the premises and Landlord harmless therefrom.
- b. Tenant has examined and knows the condition of said premises and acknowledges that it has received the same in good order and repair, and will keep and maintain said premises, and upon the termination of this Lease in any way, it will yield up said premises to Landlord in as good condition as when said premises are entered upon by Tenant, ordinary wear and tear and loss by any act of God excepted.
- c. To maintain at its own expense the premises and every part thereof in good condition and repair, and to maintain said premises in such manner as to prevent damage of any kind which might have been prevented by the exercise of proper care; to maintain the premises in a safe and clean condition free of trash and debris insofar as is reasonably possible and to keep trees and lawns on the premises properly watered and trimmed.
- d. To assume and hold Landlord harmless from all public liability which might result from Tenant’s activities or occupation of the premises, including any liability which might arise by virtue of any unsafe condition which may develop or be allowed and permitted to exist on said premises. In furtherance, hereof Tenant shall obtain, purchase, and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Tenant’s sole expense, a comprehensive general public liability insurance policy against claims for personal injury, death, or damages to the property of others occurring on or in the leased premises, in an amount not less than One Million Dollars (\$1,000,000.00) in the aggregate and \$500,000.00 for each occurrence, and property insurance in an amount not less than the full replacement value of the premises, excluding the value of the real property portion of the leased premises, except for the cost of restoring it to a golf course. All such insurance shall name the Landlord as an additional insured.
- e. To permit the Landlord or its authorized agent to inspect the premises at any reasonable time.
- f. To manage Tenant’s business and affairs in such a manner that Landlord shall not incur any liability therefore or as a consequence thereof; to pay all charges or obligations for any labor, materials, and supplies which Tenant may incur with respect to the premises, and the operation and management of the Golf Course when due; to prevent any of the foregoing from being a lien upon the premises or any portion thereof.
- g. No substantial changes or alterations of the premises or improvements thereon shall be made without first having obtained the consent in writing of the Landlord from the Public Works Director; provided however that the Tenant may make such minor additions or alterations as are necessary and consistent with the continuation of the operation of the premises as a golf course, all at Tenant’s sole cost and expense; and provided further that any signs or fixtures or equipment Tenant may place upon the premises shall not be removed at the expiration of the term of this Lease, and the same shall become the property of Landlord upon the termination of this Lease. Tenant assumes the risk for loss of its own fixtures and merchandise, and will carry its own insurance against such risks. Provided, further, Tenant is hereby granted

the right to make such changes as necessary and proper for full compliance with all of the provisions of the Occupational Health and Safety Act of the State of Wyoming and Tenant does hereby assume full responsibility for the compliance with the aforesaid Act and all rules and regulations promulgated by appropriate departments of the State of Wyoming pursuant thereto and does hereby further covenant and agree to save and hold the Landlord harmless from any and all claims, charges, suits at law and in equity arising out of or in connection with any and all of its activities conducted in and upon the said leased premises.

- h. In the event there are substantial upgrades that need or want to be completed by the Tenant, the Tenant shall negotiate with the Landlord for cost-sharing options. In the event the Tenant fails to negotiate, then all upgrades shall be deemed denied, or the Tenant shall pay all costs associated with the aforementioned upgrades. Any and all upgrades shall be capped at maximum Landlord contribution of \$125,000 per fiscal year and must approved by the Landlord prior to incurring the expense.
- i. Use and occupancy. Tenant will use and occupy the premises for the operation and conduct of a municipal golf course only and will maintain order on said premises, and will manage, operate, and conduct said premises and any business, entertainment, or other activity maintained thereon in a lawful, orderly and proper manner in compliance with all applicable laws, ordinances, rules and regulations.
- j. Public use. It is understood by and between the parties and Tenant agrees to make the leased premises available for public use by non-members for uses consistent with Tenant’s use thereof, provided however that Tenant may require all persons making such use of the leased premises to know, observe, abide by and comply with its reasonable rules and regulations regarding the premises and use thereof, and it is specifically provided that Tenant may require payment of reasonable fees therefore, which fees may exceed the fees paid by members of the Golf Course but which shall at all times be reasonable fees and shall not be designated or effected to actually prohibit use by persons not members of the Golf Course. The Tenant shall make arrangements to allow the leased premises to be used for cross-country skiing, cross-country races, and sledding as required by the public.
- k. Budget/City Council. The Tenant shall participate in the Landlord’s annual budget process for all funding requests. Upon request, the Tenant shall attend a City Council meeting and provide updates and input in regard to the budget and allocation of funds.
- l. The Tenant shall allow City Employees for the CITY OF LANDER to receive a Single Season Pass for the lump sum payment of \$43,500.00 made by the City of Lander to the Lander Golf Course. The City of Lander shall provide a list of all eligible employees to Lander Golf Course at the time of payment and update the list as needed. The Single Season Pass does not include family member fees, cart rentals fees, trail fees, or handicap fees, but can be upgraded to include those services for a difference in cost based on the Lander Golf Course adopted rate schedule. All additional costs above and beyond the Single Season Pass shall be directly borne by the City Employee wishing to add such services.

ARTICLE VII
Personal Property

Landlord is the owner of certain personal property located on the leased premises. The personal property is considered as all installed appliances, HVAC equipment, pumping equipment, piping, and control equipment used on the premises. As part of this Lease Agreement, Tenant can use the personal property set forth and described above hereto in the operation and maintenance of the Golf Course. The Tenant shall maintain at its own expense the personal property in good condition and repair and maintain said personal property in such manner as to prevent damage of any kind which might have been prevented by the exercise of proper care; to maintain the personal

property in a safe and clean condition the costs of repairs and maintenance of said personal property shall be paid by the Tenant. The Tenant cannot sell, transfer, or give away any jointly owned property set forth and described above without permission from the Landlord. The Tenant shall provide liability insurance for anyone using said personal property and hold the Landlord harmless from any claims.

In the event of dissolution by the Tenant of their Board, the personal property used to operate and maintain the golf course shall be donated to the Landlord to continue to be able to operate and maintain the Lander Golf Course. This includes all mowers, tractors, golf carts, and tools.

ARTICLE VIII
Prohibition on Assignment or Sublease

Tenant shall not, either totally or partially, assign or sublease, all or any part of this Lease, or all or any part of the premises leased hereunder without permission from the Landlord.

ARTICLE IX
Enjoyment of the Site

Quiet Enjoyment. The Landlord hereby covenants that the Tenant shall during the term of this Lease Agreement peaceably and quietly have and hold and enjoy the existing leased premises without suit, trouble or hindrance from the Landlord, except as expressly required or permitted by this Lease Agreement. The Landlord shall not interfere with the quiet use and enjoyment of the existing facility by the Tenant during the term of this Lease Agreement. The Landlord shall, at the request of the Tenant, join and cooperate fully in any legal action in which the Tenant asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the existing facility. In addition, the Tenant may join in any legal action affecting its possession and enjoyment of the site and shall be joined in any action affecting its liabilities hereunder.

ARTICLE X
Notice

All notices provided for under this Lease Agreement shall be served, by certified mail, addressed as follows:

City of Lander	Lander Golf Course
240 Lincoln Street	P.O. Box 417
Lander, WY 82520	Lander, WY 82520

ARTICLE XI
Prohibition Against Discrimination

Tenant hereby covenants that it shall not, in the exercise of its rights otherwise granted in this instrument, discriminate against any person by reason of race, creed, color, religion, sex or national origin or violate any law of the United States of America promulgated with respect thereto.

ARTICLE XII
Default

This Lease Agreement may be terminated by Landlord at any time that Landlord may so desire, with or without cause, but in so doing a written notice of the termination shall be delivered to Tenant at the address set forth above and Tenant shall not be compelled to remove from the premises or surrender the premises until thirty (30) days after receipt of such notice.

ARTICLE XIII
Attorney's Fees and Costs

In any enforcement action by either party hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs thereof.

ARTICLE XIV
Liaison

The City shall appoint one individual to be the liaison between the City of Lander and the Tenant.

ARTICLE XV
Binding Effect

This Lease Agreement shall bind and inure to the benefit of the parties, their successors, heirs and assigns.

ARTICLE XVI
Severability

In the event that any provision of this Lease Agreement, except Articles IV and IX, shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE XVII
Governmental Immunity

The City of Lander does not waive its Government Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq., by entering into this Lease 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 Lease Agreement.

ARTICLE XVIII
Sale of Alcohol

The City of Lander and the Lander Golf Course agree that the Lander Golf Course may sell alcoholic or malt beverages upon the leased premises during the term of this lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have set their hands hereto at Lander, Wyoming, on the day and date first above indicated.

THE CITY OF LANDER

BY: _____
MONTE RICHARDSON, Mayor

ATTEST:

RACHELLE FONTAINE, Clerk

LANDER GOLF COURSE,

BY: _____
_____, President

ATTEST:

_____, Vice President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2023, by MONTE RICHARDSON Mayor of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2023, by RACHELLE FONTAINE, Clerk of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

(SEAL)

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, Vice President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires: