



CITY OF LANDER - REGULAR CITY COUNCIL MEETING

Tuesday, August 08, 2023 at 6:00 PM
City Council Chambers, 240 Lincoln Street

AMENDED AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/89100413075?pwd=dDR1bjU0Tk4ybmxrUHMvY1pGTXJlQT09>

Meeting ID: 891 0041 3075

Passcode: 725182

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. **PUBLIC HEARING** Concerning the submission of an application to the State Loan and Investment Board for a loan through the State Revolving Fund on behalf of the Governing Body for The City of Lander, to obtain SRF funds for future City of Lander water and sewer projects in order to utilize SRF special large project funding interest rates, in the amount of \$45 million dollars.

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

4. COMMUNICATION FROM THE FLOOR

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

- A. Public Comment

5. MAYOR AND COUNCIL UPDATES

6. STAFF REPORTS

7. CONSENT AGENDA

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

- A. Approval of June 30, 2023, Emergency Council Meeting Minutes
- B. Approval of July 11, 2023, Regular Council Meeting Minutes

- C. Approval of July 25, 2023, Regular Council Meeting Minutes
- D. Approval of July 25, 2023, Work Session Minutes
- E. Approval of Bills and Claims
- F. Approve Resolution 1299 Exempting The Pioneer Museum Property From the Open Container Provisions of City Ordinance 2-2-12
- G. Approve Resolution 1300 Exempting The Pioneer Museum Property From the Open Container Provisions of City Ordinance 2-2-12
- H. Approve Resolution 1302 Exempting The Pioneer Museum Property From the Open Container Provisions of City Ordinance 2-2-12
- I. Approve Resolution 1303 Exempting The Pioneer Museum Property From the Open Container Provisions of City Ordinance 2-2-12
- J. Approve Resolution 1304 Exempting The Pioneer Museum Property From the Open Container Provisions of City Ordinance 2-2-12

8. NEW BUSINESS (ACTION ITEMS)

- A. Eric Andrews LIFT and LEDA update and program changes for approval.
- B. Approve S 23.05 Faerber Addition Minor Plat, 552 Amoretti
- C. Approve S 23.06 Gustin Addition Minor Plat, 859 Amoretti
- D. Authorize Mayor to sign the Amendment to Attachment D non-recourse promissory note for the Lander Chamber and Visitor Center in the sum of \$194,316.00.
- E. Approve Resolution 1298 Amending the Salary Structure Within the City of Lander.
- F. Approve Resolution 1297 Authorizing Submission of an Application to The State Loan and Investment Board for a Loan Through the State Revolving Fund on Behalf of The Governing Body for The City of Lander
- G. Approve Corrected Resolution 1292 Amending Resolution 1248 Fees and Utility Rates for Water and Wastewater Service.
- H. Authorize the Mayor to sign Groathouse Construction, Inc. Change Order No. 10 for the Maven Outdoor Equipment Company Headquarters project increasing the contract sum by \$1,834.00.
- I. Authorize the Mayor to sign Lander Municipal Airport Hangar Space Land Lease Agreement for Space No. 407 with Stephane and Sara Hefti.
- J. Authorize the Mayor to sign the Easement and Right-of-Way Deed between Artery Kristine L Revocable Trust and the City of Lander.
- K. Authorize the Mayor to sign June 30, 2023 Year End Engagement Letter with Summit West CPA Group, P.C. for audit services

9. EXECUTIVE SESSION

- A. Potential Litigation

10. NEW BUSINESS (ACTION ITEM)

A. Authorize the Mayor to sign Release of All Claims with Hien Bond, LLC

11. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

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

6:00 PM Tuesday, October 10, 2023, City Council Chambers

Work Sessions:

6:00 PM Tuesday, August 22, 2023, City Council Chambers

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

All meetings are subject to cancellation or change.



CITY OF LANDER - EMERGENCY CITY COUNCIL MEETING

Friday, June 30, 2023, at 2:55 PM
City Council Chambers, 240 Lincoln Street

MINUTES

- 1. **CALL TO ORDER** Mayor Richardson called the meeting to order at 2:55 PM.
 - A. Roll Call: COUNCILMEMBERS PRESENT: John Larsen, Julia Stuble, Melinda Cox (via Zoom), Missy White, and Mayor Richardson. COUNCILMEMBERS ABSENT: Dan Hahn and Josh Hahn. Declaration of a quorum.

- 2. **NEW BUSINESS (ACTION ITEMS)**
 - A. Approve Resolution 1293 allowing Fireworks After the Lander Old Timer's Rodeo July 4, 2023 Motion made by Councilmember White, Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, Stuble, Cox, white, and Mayor Richardson. Motion passed.

Councilmember White made a second motion to approve a Professional Services contract with Flying Phoenix Fireworks to detonate the fireworks, pending review by City attorney Adam Phillips, Seconded by Council Member Larsen. Councilmembers Voting Yea: Larsen, Stuble, Cox, white, and Mayor Richardson. Motion passed.

3. ADJOURNMENT

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

Being no further business before the Council, the meeting was adjourned at 3:02 PM.

The City of Lander

ATTEST:

By: _____

Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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CITY OF LANDER - REGULAR CITY COUNCIL MEETING

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

MINUTES

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

2. **APPROVAL OF AGENDA**

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

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

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

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

4. **MAYOR AND COUNCIL UPDATES**

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

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

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

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

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

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

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

5. **STAFF REPORTS**

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

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

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

6. CONSENT AGENDA

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

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

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

7. NEW BUSINESS (ACTION ITEMS)

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

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

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

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

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

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

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

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

- E. Approve Resolution 1296 Amending Building Inspector Job Description

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

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

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

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

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

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

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

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

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

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

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

8. ADJOURNMENT

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

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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CITY OF LANDER - REGULAR CITY COUNCIL MEETING

Tuesday, July 25, 2023, at 6:00 PM
City Council Chambers, 240 Lincoln Street

MINUTES

1. **CALL TO ORDER** Mayor Richardson called the meeting to order and led the Pledge of allegiance at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox via Zoom, Missy White, Mayor Richardson and Missy White. Declaration of a quorum. 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.

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

3. **COMMUNICATION FROM THE FLOOR** Public Comment: Tim Kramer commented on charging for camping in the city park. He supports some type of payment schedule for campers and RVs. He expressed concern about the increases in use and charging could help pay for upkeep and offset costs of use. Christian Kirschbaum addressed the Council concerning a camping in the city park email he sent all council members.

4. **NEW BUSINESS (ACTION ITEMS)**
 - A. Approve Resolution 1301 Exempting the Pioneer Museum Property from the Open Container Provision of City Ordinance 2-2-12.

Motion made by Councilmember White Seconded by Councilmember J Hahn.

Discussion: Councilmember White commented that this application ends at midnight and the Council has traditionally approved open container permits until 10 PM. Council discussion concerning consistency and end times ensued.

Motion made by Councilmember White to amend the motion and approve the permit with an end time of 10 PM instead of midnight, Seconded by Councilmember Larsen. Councilmembers voting Yea: Larsen, White and Cox. Voting Nay: D Hahn, Stuble, J Hahn and Mayor Richardson. Motion failed.

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

5. **ADJOURNMENT** Motion made by Councilmember Larsen, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, D Hahn, J Hahn, Stuble, Cox, White and Mayor Richardson. Motion passed unanimously. There being no further business to come before the Council, the meeting was adjourned at 6:14 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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CITY OF LANDER - CITY COUNCIL WORK SESSION MEETING

Tuesday, July 25, 2023, at 6:15 PM
City Council Chambers, 240 Lincoln Street

MINUTES

1. MAYOR AND COUNCIL UPDATES

Councilmember White provided an update on local events and Riverton air service. Kevin Kershisnik will speak at Lander Rotary during lunch on July 26, on the economic development tax benefit to Fremont County and Lander.

Councilmember D Hahn announced the Lander Volunteer Fire Department is 120 years old this month.

Council President Cox stated that LEDA will present information and recommendations to the Council on August 8th. She provided an update on FCSD#1's work on a potential drug testing policy. She asked the Council to consider what should be allowed in Lander and what the City can do to help reduce youth drug and alcohol access in the community and support the school district's efforts.

Councilmember Stuble attended a conservation district meeting focusing on problem solving E.coli in the river and a workshop concerning climate changes, hazards, and flooding. She reported that the International Climber's Festival is thirty years old, and this year's event had a record-breaking number of tickets. Lastly, she clarified that statements issued by Anne Even from the City come from the Mayor's office and not the Councilmembers.

Councilmember J Hahn commented he has spoken with a lot of people in favor of developing a charge for the park.

Mayor Ricardson commented that the third annual Pig Roast, raising awareness for mental health and suicide, went well. Fremont County has the highest rate of suicide in Wyoming, and Wyoming has the highest rate of suicide rate per capita. He thanked everyone for their help, including the VFW, the Army National Guard, the Department of Health, Representative Salazar, Mayors Oler and Hancock, and the community.

3. STAFF REPORTS

Chief Peters commented that calls are up, but always spike in July and for the year calls are still at a normal level. Several burglaries have recently been solved. The department is concentrating on enforcing curfew. The department has a new saliva drug test for enforcing driving under the influence and they have ordered a scanner to test drugs so officers are not required to touch the substances, which may be dangerous. He reported that fourteen employees are using the golf membership. Lastly, he commented that electric motorcycles may need to be addressed.

Assistant Mayor RaJean Strube Fossen provided the Council an invitation sample for the August 9th Open House. It will be at City Hall in Council Chambers and four agency guests and city staff will be available to answer questions.

City Clerk Rachelle Fontaine informed the Council that there will be two resolutions for open containers at the next voting session and encouraged all public officers to attend the required Public Officer Training on August 23, 2023.

4. NEW BUSINESS (ACTION ITEMS)

A. Presentation By Ami Vincent LOR Foundation Update

Amy Vincent LOR Foundation Community Officer addressed the Council and provided an update on their projects and activities. LOR has funded 45 projects since January and placed \$344,000 in the community. The awardees included nine non-profits and everyday people. The LOR Foundation has awarded funding for numerous projects including the Pig Roast, First Friday for Teens, mobile soup kitchen, metal 3D printer, Fremont Counseling's Drop in Center, Tree Line

Project, Pipe and Drum Band, Senior Center Solar Panels, Dirt Bike Park, Pickle Ball group and more. LOR has been in Lander for three years and will be here for two more before moving to another rural community.

B. City Park Camping Fee/Donation Discussion

Staff and Council discussed the topic of charging for camping in the Lander City Park on Fremont Street. Currently camping is free. Discussion included a dialogue on the cost of updating or providing infrastructure and staff, promoting a volunteer payment system with more visibility, signs and direction on how to donate. A discussion ensued about defining the council’s goals. Is the goal to generate revenue, to better manage the existing camping and/ or to increase donations? Councilmember J Hahn commented on the Boysen State Park, Louis Lake and Sinks Canyon State Park fee schedules. Discussion about short and long term goals, but moving forward and not kick the can down the road. Attorney Phillips will investigate the legal implications, the City Clerk will check on the tax implications and this information will be available for further discussion at the next work session.

C. Discussion concerning proposed Resolution 1297 Authorizing Submission of An Application to The State Loan and Investment Board for A Loan Through the State Revolving Fund on Behalf of The Governing Body for The City of Lander

City Treasurer Charri Lara explained the resolution is required for the loan package the city is putting together for SLIB. One loan for several projects with a 2.5% interest rate will result in a 7.5 million savings in interest on these projects. The City will continue to be eligible for grants and debt forgiveness. The projects will be phased over a number of years for management and contractor availability.

D. Discussion concerning proposed Resolution 1298 Amending Salary Structure

City Clerk Rachelle Fontaine explained this updates the city's salary structure to align with the 8.7% cost of living adjustments and adds the Parks Maintenance Foreman position previously approved and adopted in 2021 but left off the salary grade matrix.

The Work Session meeting adjourned at 8:06 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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71 CONSTRUCTION CO	Cold Mix Asphalt Patching In Early Spring	39,908.26
71 CONSTRUCTION CO	Water Line Break Repairs and Misc Street Repa	4,009.32
71 CONSTRUCTION CO	Water Line Break Repairs and Misc Street Repa	18,648.00
Total 71 CONSTRUCTION CO (2):		62,565.58
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
ADAPCO INC	Mosquito Adulticide Spray - ULV Foggers	6,077.50
Total ADAPCO INC (9):		6,077.50
AFFORDABLE TREE CARE, LLC	tree clean up new property next to park	4,000.00
Total AFFORDABLE TREE CARE, LLC (1006):		4,000.00
ALSCO	Community Center Linens Credit	34.00-
ALSCO	Community Center Linens	231.64
ALSCO	Community Center Linens	74.00
ALSCO	Community Center Linens	18.44
ALSCO	Community Center Linens	433.51
ALSCO	Community Center Linens	178.80
Total ALSCO (917):		902.39
AMERI-TECH EQUIPMENT CO	cutting edges	1,270.76
Total AMERI-TECH EQUIPMENT CO (29):		1,270.76
ARDURRA GROUP INC	SRE Acquisition	977.50
ARDURRA GROUP INC	SRE Acquisition	227.50
ARDURRA GROUP INC	Costs for the Seal Coat and Marking	1,965.65
ARDURRA GROUP INC	Pavement Maintenance Project	533.75
Total ARDURRA GROUP INC (1390):		3,704.40
ARMSTRONG CONSULTANTS INC	Construction of Taxiway A	54,072.24
ARMSTRONG CONSULTANTS INC	Construction on taxiway A	3,963.28
Total ARMSTRONG CONSULTANTS INC (35):		58,035.52
ATLAS ROOFING	Roofing materials for Parks Building	4,791.63
Total ATLAS ROOFING (1388):		4,791.63
B & M SEPTIC AND EXCAVATION SERVICES	video sewer main after plug	250.00
Total B & M SEPTIC AND EXCAVATION SERVICES (1369):		250.00
B & T FIRE EXTINGUISHERS	Fire extinguishers	90.00
Total B & T FIRE EXTINGUISHERS (43):		90.00
BADGER METER INC	Beacon Mobile Hosting June 2023	291.96
BADGER METER INC	meter	316.52
BADGER METER INC	Beacon Mobile Hosting July 2023	292.05

Total BADGER METER INC (44):		900.53
BARRY CINEMAS INC	movie ticket sales less 15%	2,805.00
Total BARRY CINEMAS INC (694):		2,805.00
CENTRAL WYOMING CLIMBERS ALLIANCE	1/2 Recipient	3,988.19
Total CENTRAL WYOMING CLIMBERS ALLIANCE (1307):		3,988.19
CENTURY COMPANIES, INC.	Taxiway A construction	442,485.51
CENTURY COMPANIES, INC.	Century Pay for construction on taxiway A	47,644.40
Total CENTURY COMPANIES, INC. (1033):		490,129.91
CITY OF RIVERTON	1/2 Distribution	39,001.73
Total CITY OF RIVERTON (943):		39,001.73
CITY PLUMBING & HEATING INC	Install bottle fill and water cooler in fire hall	2,444.77
Total CITY PLUMBING & HEATING INC (105):		2,444.77
CITY SERVICE VALCON	Jet Fuel	18,589.28
CITY SERVICE VALCON	Jet Fuel	10,394.67
Total CITY SERVICE VALCON (1146):		28,983.95
CLARKS LANDSCAPING	Repair of shallow irrigation line that was hit duri	248.40
Total CLARKS LANDSCAPING (108):		248.40
CMI TECO	Shop rags	86.00
Total CMI TECO (111):		86.00
COMMUNITY CENTER REFUNDS	COMM CTR REFUND - TAMEZ	300.00
COMMUNITY CENTER REFUNDS	COMMUNITY CTR REFUND	300.00
Total COMMUNITY CENTER REFUNDS (1210):		600.00
COWBOY SUPPLY HOUSE	Community Center Supplies	104.17
COWBOY SUPPLY HOUSE	Community Center Cleaning Supplies	160.00
Total COWBOY SUPPLY HOUSE (121):		264.17
CPS DISTRIBUTORS INC	Sprinkler parts	929.94
Total CPS DISTRIBUTORS INC (124):		929.94
DOWL	Popo Agie Pathway design to be reimbursed wit	5,296.47
Total DOWL (147):		5,296.47
DRUG TESTING SERVICES LLC	employee screening	60.00
Total DRUG TESTING SERVICES LLC (148):		60.00
FALCON ENVIRONMENTAL CORP	parts for Industrail park lift station	1,864.41

Total FALCON ENVIRONMENTAL CORP (161):		1,864.41
FERGUSON ENTERPRISES INC	3/4" comp unions	532.00
FERGUSON ENTERPRISES INC	pipe lube and tape	605.13
FERGUSON ENTERPRISES INC	Parts for Meter install in UV	2,400.00
FERGUSON ENTERPRISES INC	Flanged pipe sections for Effluent flow meter ins	4,354.67
FERGUSON ENTERPRISES INC	8" tee's	780.00
FERGUSON ENTERPRISES INC	street valve box tops	731.33
FERGUSON ENTERPRISES INC	refund for 4 8" tees	780.00-
Total FERGUSON ENTERPRISES INC (553):		8,623.13
FLEX SHARE BENEFITS	Administrative Fee July 2023	123.83
FLEX SHARE BENEFITS	Administrative Fee July 2023	123.82
Total FLEX SHARE BENEFITS (173):		247.65
FLYING PHOENIX INTERSTATE DISPLAY GRP	Fireworks launching services from Flying Phoen	3,000.00
Total FLYING PHOENIX INTERSTATE DISPLAY GRP (1380):		3,000.00
FREMONT CHEVROLET-GMC	Shift cable	302.99
Total FREMONT CHEVROLET-GMC (179):		302.99
FREMONT CO SOLID WASTE DISPOS	trash from lander presents and pig roast	37.20
FREMONT CO SOLID WASTE DISPOS	parks trash removal/rodeo grounds fireworks-lot	49.40
FREMONT CO SOLID WASTE DISPOS	construction/demo	20.20
FREMONT CO SOLID WASTE DISPOS	trash removal parks	79.00
FREMONT CO SOLID WASTE DISPOS	trash in parks	29.80
FREMONT CO SOLID WASTE DISPOS	old bike ramps from bike park	30.60
Total FREMONT CO SOLID WASTE DISPOS (183):		246.20
FREMONT COUNTY ASSN OF GOV	1/2 Distribution	19,500.87
FREMONT COUNTY ASSN OF GOV	FCAG Membership Dues FY23-24	4,000.00
FREMONT COUNTY ASSN OF GOV	FCAG Membership Dues FY23-24	4,000.00
Total FREMONT COUNTY ASSN OF GOV (187):		27,500.87
FREMONT COUNTY TREASURER	Fuel - LPD	109.75
FREMONT COUNTY TREASURER	Dispatch-Fire & Police	17,697.25
FREMONT COUNTY TREASURER	Dispatch-Fire & Police	535.58
Total FREMONT COUNTY TREASURER (190):		18,342.58
FREMONT MOTOR COMPANY	Oil pan, gasket, crossmemeber	1,943.04
FREMONT MOTOR COMPANY	TPMS	211.20
Total FREMONT MOTOR COMPANY (194):		2,154.24
FRONT RANGE FIRE APPARATUS LTD	Freight charge	22.29
Total FRONT RANGE FIRE APPARATUS LTD (196):		22.29
GAMBLES	Water Filter Service Call	137.74
Total GAMBLES (200):		137.74

GROATHOUSE CONSTRUCTION	Maven Contractor Payment	76,149.00
GROATHOUSE CONSTRUCTION	Refund Meter Deposit	500.00
Total GROATHOUSE CONSTRUCTION (1294):		76,649.00
HONNEN EQUIPMENT CO	Cutting edges and hardware	1,280.90
Total HONNEN EQUIPMENT CO (231):		1,280.90
HUFF SANITATION INC	portapotties for 4th of July on Main Street	1,000.00
Total HUFF SANITATION INC (239):		1,000.00
INTOXIMETERS	New Breath machine test kits	685.00
INTOXIMETERS	New Portable Breath Machines. Needs to be pu	8,584.25
Total INTOXIMETERS (253):		9,269.25
JOE JOHNSON EQUIPMENT	Valve	481.91
Total JOE JOHNSON EQUIPMENT (1341):		481.91
LANDER CYCLING CLUB	1/2 Recipient	3,637.10
Total LANDER CYCLING CLUB (1385):		3,637.10
LANDER SENIOR CITIZENS CENTER	June 2023 Invoices	1,920.51
Total LANDER SENIOR CITIZENS CENTER (296):		1,920.51
LANDER VALLEY AUTO PARTS	hydraulic hose and fittings	65.08
Total LANDER VALLEY AUTO PARTS (1031):		65.08
LAWSON PRODUCTS	Nuts, bolts, connectors ect.	188.29
Total LAWSON PRODUCTS (305):		188.29
LOCAL GOVERNMENT LIABILITY POOL	deductible AA230073	1,000.00
Total LOCAL GOVERNMENT LIABILITY POOL (316):		1,000.00
LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
Total LOZIER, TERESA (995):		950.00
MASA	MASA Renewal - Freese Aug2023	228.00
Total MASA (1167):		228.00
MASTERCARD	Postage	15.89
MASTERCARD	Body Cam Ethernet splitter and RJ45 Crimp tool	64.98
MASTERCARD	Filters for Refrigerator Water	48.99
MASTERCARD	vehicle cell phone holder	40.23
MASTERCARD	B2 Study Guide	98.00
MASTERCARD	office fan	89.99
MASTERCARD	Refund for file cabinet	75.28
MASTERCARD	New training TV	627.99
MASTERCARD	SD Cards ford fire department cameras	25.83

MASTERCARD	Cleaning supplies	36.30
MASTERCARD	cord reel for E9 and new connectors	139.57
MASTERCARD	Training room whiteboard, cameras for fire inve	303.03
MASTERCARD	NAS for Sewer Videos	299.99
MASTERCARD	Water Bills June 2023	697.40
MASTERCARD	Envelopes	385.71
MASTERCARD	Envelopes	385.72
MASTERCARD	Walkie talkies for plant maintenance and comm	198.90
MASTERCARD	Pens for WTP	41.97
MASTERCARD	Totes to store seasonal banners	145.98
MASTERCARD	Walkie talkie accessories earpieces	38.70
MASTERCARD	new refrigerator	699.00
MASTERCARD	printer toner cartridge	144.40
MASTERCARD	AWS for Stacker	19.35
MASTERCARD	Wiper motor, wiper arm, Wiper blade.	674.03
MASTERCARD	Supplies	80.00
MASTERCARD	Tad came up and wired new sump pump in dry	282.07
MASTERCARD	electrical work on fire hall for lighting exterior	3,400.00
MASTERCARD	Tony worked on Compressors and wired in new	1,911.55
MASTERCARD	Fiber June 2023	449.50
MASTERCARD	Fiber June 2023	449.50
MASTERCARD	Supplies	40.00
MASTERCARD	ink toner for copier	144.65
MASTERCARD	service of the Annual Kitchen Fire Suppression	228.25
MASTERCARD	Monthly membership Peloton	44.00
MASTERCARD	Keys	8.51
MASTERCARD	Screws	37.78
MASTERCARD	replace outlet and cover, no spill oil	59.77
MASTERCARD	New outlet covers for the stage at city park	72.29
MASTERCARD	Led Spot Light	105.49
MASTERCARD	shipping for samples to wamco lab	107.28
MASTERCARD	shipping samples to wamco lab	107.28
MASTERCARD	supplies for rec program	17.96
MASTERCARD	Wraps	140.00
MASTERCARD	Extension Cords	33.73
MASTERCARD	Spectrum-Charter Phone May 2023	11.59
MASTERCARD	Spectrum-Charter Phone May 2023	113.15
MASTERCARD	Spectrum-Charter Phone May 2023	129.98
MASTERCARD	Spectrum-Charter Phone May 2023	129.99
MASTERCARD	Spectrum-Charter Phone May 2023	129.99
MASTERCARD	Spectrum-Charter Phone May 2023	129.99
MASTERCARD	Spectrum-Charter Phone May 2023	129.99
MASTERCARD	Spectrum-Charter Phone May 2023	129.99
MASTERCARD	Spectrum-Charter Phone May 2023	259.98
MASTERCARD	Travel	439.98
MASTERCARD	Travel	1,272.00
MASTERCARD	drinks and snacks for ACFCU volunteer day at r	36.04
MASTERCARD	sinks canyon camp shirts partial order	520.00
MASTERCARD	S. Weathers to School	490.00
MASTERCARD	shipping lab samples to wamco lab	107.28
MASTERCARD	Mineral spirits	71.33
MASTERCARD	Google Workspace June2023	666.00
MASTERCARD	Google Workspace June2023	666.00
MASTERCARD	L23-02170, 2172 and 2216 evidence to WCL po	21.30
MASTERCARD	Drain cap replacements for large Orange water	40.99
MASTERCARD	Yearly TTHM and HAA5 Samples	734.00
MASTERCARD	June BOD Wastewater testing	319.00
MASTERCARD	June Wastewater Testing	316.00
MASTERCARD	Tools	41.13
MASTERCARD	July backup internet for WTP	108.25

MASTERCARD	plastic sleeves for public information	20.99
MASTERCARD	supplies	35.81
MASTERCARD	fcag supplies	60.00
MASTERCARD	CMC course parliamentary procedure	425.00
MASTERCARD	cpr training camp counselors	78.00
MASTERCARD	Supplies	234.00
MASTERCARD	council meeting mints	14.86
MASTERCARD	Water for conference room	14.76
MASTERCARD	Wash City car	12.00
MASTERCARD	Phone	25.76
MASTERCARD	Phone	113.90
MASTERCARD	Phone	197.88
MASTERCARD	Phone	204.43
MASTERCARD	Phone	290.15
MASTERCARD	Fuel	71.88
MASTERCARD	Parts for Air Vac on water line	13.11
MASTERCARD	2nd set of June BacT samples	60.00
MASTERCARD	Cover fire pit	316.69
MASTERCARD	2- 1 1/4 ball valves for under sleeve valve.	57.98
MASTERCARD	FireDept meeting	57.75
MASTERCARD	lodging deposit WAM 2024	208.00
MASTERCARD	propane for grill	26.94
MASTERCARD	Hosting HRI strategic planning	88.29
MASTERCARD	Polaris oil and Polaris air filter	78.97
MASTERCARD	Toner	409.99
MASTERCARD	Invoices 15243 15244 15245 15246 15247 152	1,495.00
MASTERCARD	Premium Gasoline	20.01
MASTERCARD	Coffee/ food for HRI strtegic planning	75.06
MASTERCARD	Gas for paint buggy	14.20
MASTERCARD	Certified Letter	4.78
MASTERCARD	July 1st set of BacT samples	75.00
MASTERCARD	Safety vest	18.99
MASTERCARD	Mounting Bolts and Hardware (New Fogger) - M	27.20
MASTERCARD	Bar oil	89.87
MASTERCARD	Mosquito Fogger gas can - mosquito repellent	28.87
MASTERCARD	Dewalt ToughSystem tool boxes for welding gea	209.97
MASTERCARD	marker posts for sewer ponds	1,038.00
MASTERCARD	toner for copy/printer	203.47
MASTERCARD	Recovered Stolen Veh L23-02136	632.50
MASTERCARD	Flat head screws	23.17
MASTERCARD	Lag screws	24.11
MASTERCARD	Welded Wire	529.98
MASTERCARD	Travel	598.00
MASTERCARD	Coffee for Water Department	15.98
MASTERCARD	Plane ticket for business trip	1,168.94
MASTERCARD	Master card fee for Hotel room for business trip	20.00
MASTERCARD	Hotel room for business trip	413.88
MASTERCARD	supplies for program	44.94
MASTERCARD	Supplies restroom welcome center	197.85
MASTERCARD	Rental car	123.52
MASTERCARD	pine wood plugs 50 pcs	13.99
MASTERCARD	Car rental insurance	33.00
MASTERCARD	HP Printer Toner	65.39
MASTERCARD	Vonage Phone June 2023	874.45
MASTERCARD	Vonage Phone June 2023	874.45
MASTERCARD	Mineral spirits	29.52
MASTERCARD	Prof Fees	199.00
MASTERCARD	Signs	321.40
MASTERCARD	PVC cement and barbed poly fittings	26.04
MASTERCARD	Car rental	127.00

MASTERCARD	Buckets Bucket lids and trash can	106.14
MASTERCARD	cordless water pump, Lance's credit card	229.00
Total MASTERCARD (327):		32,990.04
MIDLAND IMPLEMENT CO	Implement	454.08
MIDLAND IMPLEMENT CO	Injectors and fuel hoses	1,355.45
MIDLAND IMPLEMENT CO	Injection pipe	68.48
Total MIDLAND IMPLEMENT CO (341):		1,878.01
MISC ONE TIME VENDOR	CONTRACTOR REFUND	150.00
MISC ONE TIME VENDOR	CONTRACTOR REFUND - OPEY CONST	250.00
MISC ONE TIME VENDOR	DEPOSIT REFUND	200.00
Total MISC ONE TIME VENDOR (342):		600.00
NAPA AUTO PARTS - LANDER	Spark plug	4.68
NAPA AUTO PARTS - LANDER	Battery	80.92
NAPA AUTO PARTS - LANDER	Battery	133.68
NAPA AUTO PARTS - LANDER	Filters	116.09
NAPA AUTO PARTS - LANDER	Belt	11.20
NAPA AUTO PARTS - LANDER	Vacuum hose and caps	10.39
NAPA AUTO PARTS - LANDER	Belt	40.28
NAPA AUTO PARTS - LANDER	pulley	26.34
NAPA AUTO PARTS - LANDER	Parts to fix ol red	25.44
NAPA AUTO PARTS - LANDER	Belt	59.19
Total NAPA AUTO PARTS - LANDER (353):		455.53
NORCO INC	Cylinder Rental	68.85
NORCO INC	S bottle of argon gas	75.72
NORCO INC	Spool of stainless steel welding wire	410.23
Total NORCO INC (364):		554.80
O'REILLY AUTO PARTS	Carburetor rebuild kit	120.97
Total O'REILLY AUTO PARTS (376):		120.97
OVERHEAD DOOR COMPANY	Cemetery Garage Door Repair	521.20
Total OVERHEAD DOOR COMPANY (378):		521.20
PERFECT POWER INC	Parts for the fire hall breaker that broke.	2,032.06
Total PERFECT POWER INC (762):		2,032.06
POSTMASTER	Postage July 2023	5,000.00
Total POSTMASTER (399):		5,000.00
PRO-VISION, INC	CAMERA bought off Highway Safety grant. We	4,574.89
Total PRO-VISION, INC (1199):		4,574.89
QUADIENT INC	Postage	1,000.00
Total QUADIENT INC (1189):		1,000.00

RAMAKER & ASSOCIATES	New section map work	800.00
Total RAMAKER & ASSOCIATES (419):		800.00
RIVERTON RANGER INC	publication fees	1,495.00-
Total RIVERTON RANGER INC (505):		1,495.00-
RIVERTON TIRE & OIL CO	Tires	595.30
Total RIVERTON TIRE & OIL CO (431):		595.30
ROCKY MOUNTAIN POWER	Electricity	5,851.17
ROCKY MOUNTAIN POWER	Electricity	515.01
ROCKY MOUNTAIN POWER	Electricity	2,738.86
ROCKY MOUNTAIN POWER	Electricity	6,944.55
ROCKY MOUNTAIN POWER	Electricity	1,054.21
ROCKY MOUNTAIN POWER	Electricity	267.81
ROCKY MOUNTAIN POWER	Electricity	7,065.50
ROCKY MOUNTAIN POWER	Electricity	5,320.05
Total ROCKY MOUNTAIN POWER (435):		29,757.16
SENTINEL SECURITY	Fix the camera for the gate at the airport.	503.30
Total SENTINEL SECURITY (1135):		503.30
SHERWIN WILLIAMS	Refund	243.16-
SHERWIN WILLIAMS	Paint machine parts	559.90
Total SHERWIN WILLIAMS (926):		316.74
SIMPLIFILE	filing fee ACH	17.25
Total SIMPLIFILE (1192):		17.25
SPORTIES INC.	yearly fee for online registration and bookings fo	2,000.00
Total SPORTIES INC. (1054):		2,000.00
SQUAD ROOM EMBLEMS	200 Patches for Uniforms	536.00
Total SQUAD ROOM EMBLEMS (474):		536.00
SUMMIT WEST CPA GROUP, P.C.	City Office Computers & Community Ctr Camer	222.50
SUMMIT WEST CPA GROUP, P.C.	City Office Computers & Community Ctr Camer	222.50
SUMMIT WEST CPA GROUP, P.C.	Audit - Final Billing 2022	6,822.50
SUMMIT WEST CPA GROUP, P.C.	Audit - Final Billing 2022	6,822.50
Total SUMMIT WEST CPA GROUP, P.C. (1328):		14,090.00
SWEETWATER AIRE	Golf Course AC	5,595.00
SWEETWATER AIRE	Golf Course Furnace	8,345.00
Total SWEETWATER AIRE (484):		13,940.00
TEAM LABORATORY CHEM LLC	sludge profile for A & B pond	2,950.00
TEAM LABORATORY CHEM LLC	cutrine for sewer ponds	7,661.50

Total TEAM LABORATORY CHEM LLC (493):		10,611.50
TEGELER AND ASSOCIATES	special event policy for fireworks - July 4, 2023	2,827.00
Total TEGELER AND ASSOCIATES (933):		2,827.00
THATCHER COMPANY	Tanker of Aluminum Sulfate	8,636.92
THATCHER COMPANY	Pup of Sodium Hypochlorite	9,506.18
Total THATCHER COMPANY (498):		18,143.10
T-O ENGINEERS	SRE Acquisition	1,207.50
Total T-O ENGINEERS (1166):		1,207.50
TORGERSON'S	Radiator and coolant probe	3,982.94
Total TORGERSON'S (1387):		3,982.94
TWEEDS WHOLESALE CO.	hand soap, toilet paper, bleach	672.06
TWEEDS WHOLESALE CO.	toilet paper, paper towels, rubber gloves stock u	1,030.30
TWEEDS WHOLESALE CO.	back ordered regular toilet paper for north restr	64.44
Total TWEEDS WHOLESALE CO. (523):		1,766.80
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		3,500.00
WAM - WCCA	1st Installment FY2024	2,500.00
Total WAM - WCCA (546):		2,500.00
WAMCAT	Caselle Training in Cheyenne 8/23-25/2023	100.00
WAMCAT	Caselle Training in Cheyenne 8/23-25/2023	100.00
Total WAMCAT (547):		200.00
WAMCO LAB INC.	sewer wet test	2,300.00
Total WAMCO LAB INC. (548):		2,300.00
WATER REFUNDS	REFUND - WATER	10.84
WATER REFUNDS	REFUND - WATER	175.10
WATER REFUNDS	REFUND - WATER	126.10
WATER REFUNDS	REFUND - WATER	111.48
WATER REFUNDS	REFUND - WATER	132.02
Total WATER REFUNDS (552):		555.54
WAVEFORM HEALTHCARE EDUCATION LLC	1/2 Recipient	7,388.57
Total WAVEFORM HEALTHCARE EDUCATION LLC (1389):		7,388.57
WESTERN LAW ASSOCIATES	July 2023 Services	2,795.27
Total WESTERN LAW ASSOCIATES (559):		2,795.27
WHITING LAW PC	Services July 2023	620.00

Total WHITING LAW PC (564):		620.00
WILEY DESIGNS	revision of funding graphs for professional fundr	180.00
Total WILEY DESIGNS (1248):		180.00
WILLIAM H SMITH & ASSOC	Lincoln Street Finalizing Work	9,795.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Road Engineering	4,380.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Road Improvements Engineering	2,760.00
WILLIAM H SMITH & ASSOC	Lincoln Street Engineering	7,080.02
Total WILLIAM H SMITH & ASSOC (1058):		24,015.02
WORLDWASH LLC	Kitchen Exhaust Hood Cleaning	675.00
Total WORLDWASH LLC (589):		675.00
WWC ENGINEERING	Wells Design	2,817.00
WWC ENGINEERING	Wells Engineering	9,951.55
Total WWC ENGINEERING (1326):		12,768.55
WYOMING ASSN. OF MUN.	2024 WAM Membership Dues	5,057.50
WYOMING ASSN. OF MUN.	2024 WAM Membership Dues	5,057.50
Total WYOMING ASSN. OF MUN. (599):		10,115.00
WYOMING FIRST AID & SAFETY SUPPLY	First Aid Supplies	1,757.45
Total WYOMING FIRST AID & SAFETY SUPPLY (427):		1,757.45
WYOMING RETIREMENT SYSTEM	Firefighter retirement	618.75
Total WYOMING RETIREMENT SYSTEM (614):		618.75
Grand Totals:		1,100,315.

Report GL Period Summary

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



THE CITY OF LANDER

240 LINCOLN ST, LANDER WY
82520-2848 TELEPHONE 307-332-2870
Email: landercity@landerwyoming.org

OPEN CONTAINER PERMIT APPLICATION
\$50 Per Day-Non-Refundable Application Fee (must accompany application)
Must receive 30 days in advance of event

Applicant Name*: Madeline Taufen Date of Application: 7/28/2023
* Must be present at all times during event

Address: 915 Amoretti St #7 Phone Number: (303) 514-4640
Lander, WY 82520

Contact Phone Number at the Event: (307) 438-3532

Date of the Event: 9/2/2023 Beginning Time: 2:00pm Ending Time: 11:00pm

Boundaries of the Open Container: see attached map
Please be exact and include any boundaries for your event and provide a map of the boundaries.
Any possession of open containers outside the listed boundaries may be in violation of the permit and the law.

Short Summary of the Reason for the Event: wedding

Detailed Description of Activities/Entertainment at the Event: wedding reception

Does the event involve a road or street closure? ___ yes no
• If the event involves a street closure a street closure permit is also necessary. Street closure permit application can be made through the Lander Police Department.
○ Please note that open container permits will not be approved until the street closure has been approved.
Street Closure approved: ___ yes ___ no

Notice: Glass containers are **discouraged**.

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

City Ordinance 2-2-8. Providing Minor with Alcoholic Beverages Prohibited.
City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages -

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

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

Signature of Event Applicant: [Handwritten Signature]

For Official Use Only:

City of Lander Clerk Review/Approval:

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

[Handwritten Signature]
City Clerk/Designee

8-3-23
Date

Police Department Review/Approval:

Approved yes no

[Handwritten Signature]
Chief of Police/Designee

8/3/23
Date

Transaction Details



City of Lander
240 Lincoln St
Lander, WY 82520

XBP Confirmation Number: 150358471

▶ Transaction detail for payment to City of Lander.	Date: 07/28/2023 - 3:17:02 PM MT
Transaction Number: 201971975 Mastercard — XXXX-XXXX-XXXX-0351 Status: Successful	

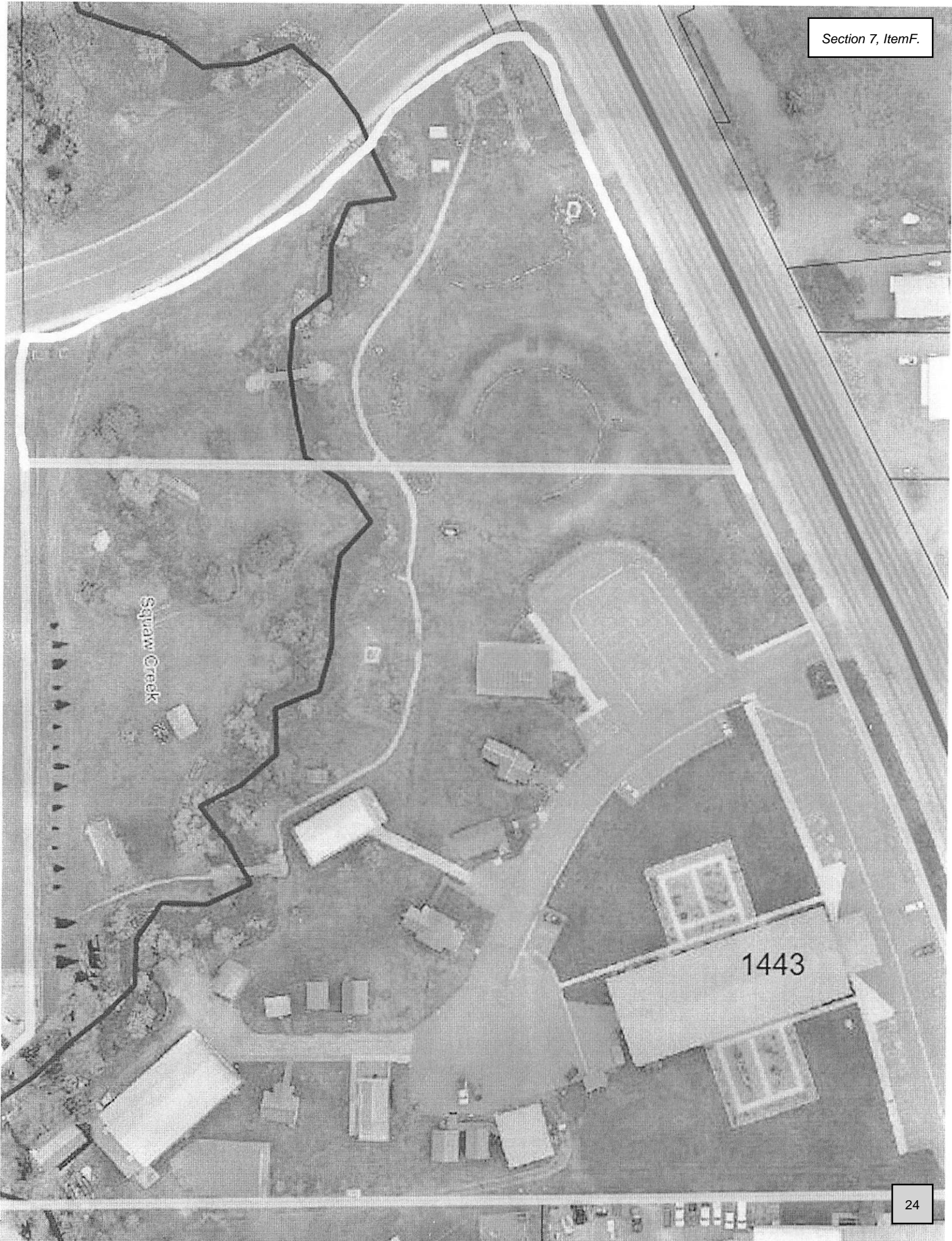
Account #	Item	Quantity	Item Amount
	PERMITS OTHER	1	\$50.00
Notes: OPEN CONTAINER - WEDDING AT MUSEUM 9-2-2023			

TOTAL: \$50.00

Billing Information
MADELINE E TAUFEN
, 82520

Transaction taken by: Admin counter

Email ▼



Squaw Creek

1443

RESOLUTION 1299

**A RESOLUTION EXEMPTING THE PIONEER MUSEUM PROPERTY
FROM THE OPEN CONTAINER
PROVISIONS OF CITY ORDINANCE 2-2-12**

WHEREAS, The Pioneer Museum will be hosting a Wedding at the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, from 2:00PM to 11:00 PM, on September 2, 2023, and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, be exempt from the provision of Lander City Ordinance 2-2-12 on September 2, 2023, from 2:00 PM to 11:00 PM.

PASSED, APPROVED AND ADOPTED the 8th day of August 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 City Council of the City of Lander at a regular meeting held on August 8, 2023, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



THE CITY OF LANDER

240 LINCOLN ST, LANDER WY
82520-2848 TELEPHONE 307-332-2870
Email: landercity@landerwyoming.org

OPEN CONTAINER PERMIT APPLICATION
\$50 Per Day-Non-Refundable Application Fee (must accompany application)
Must receive 30 days in advance of event

Applicant Name*: Lindsay Guerin Date of Application: 7/19/23

* Must be present at all times during event

Address: 258 Main Street Phone Number: 603-502-8319
Lander, WY 82520

Contact Phone Number at the Event: 603-502-8319

Date of the Event: 9/21/23 Beginning Time: 5:00 Ending Time: 8:30

Boundaries of the Open Container: Pioneer Museum property

Please be exact and include any boundaries for your event and provide a map of the boundaries.
Any possession of open containers outside the listed boundaries may be in violation of the permit and the law.

Short Summary of the Reason for the Event: Celebration of 30th years at Red Canyon Ranch and author talk

Detailed Description of Activities/Entertainment at the Event: Author talk - will send follow up via email

Does the event involve a road or street closure? ___ yes [X] no
If the event involves a street closure a street closure permit is also necessary. Street closure permit application can be made through the Lander Police Department.
o Please note that open container permits will not be approved until the street closure has been approved.
Street Closure approved: ___ yes [X] no

Notice: Glass containers are discouraged.

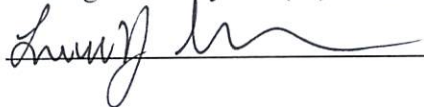
WRIST BANDS ARE REQUIRED TO BE WORN BY EVERYONE 21 YEARS OF AGE AND OLDER.

City Ordinance 2-2-8. Providing Minor with Alcoholic Beverages Prohibited.
City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages -

05/2018 pd cc 7/19/2023 KCC 26

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

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

Signature of Event Applicant: 

For Official Use Only:

City of Lander Clerk Review/Approval:

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

City Clerk/Designee

Date

Police Department Review/Approval:

Approved yes no

Chief of Police/Designee

Date

TNC Event Info

1 message

Lindsay Guerin <lindsay.guerin@tnc.org>

Mon, Jul 24, 2023 at 4:02 PM

To: "rfontaine@landerwyoming.org" <rfontaine@landerwyoming.org>

Cc: "kkulow@landerwyoming.org" <kkulow@landerwyoming.org>, Patrick Mettenbrink <p.mettenbrink@tnc.org>

Hello,

My name is Lindsay and I am reaching out on behalf of the Nature Conservancy. We are applying for a temporary open container permit on 9/21/23 for a community event. We are hoping to have this included on the 8/8 City Council Meeting agenda. We would like to share the following information with our council beforehand. Please let me know if you have questions about the event, I'd be happy to include a few more sentences if they're useful.

"The Nature Conservancy is hosting a Celebration of Red Canyon Ranch with stories from author Bob Budd at the Livery Stable in Lander on Thursday, September 21. Our organization's goal is to highlight what makes Red Canyon so special, celebrate its history and discuss The Nature Conservancy's hopes for the ranch in the future. The event will feature an author talk and complimentary drinks and refreshments. We plan to support vendors new to the Lander community to help showcase their new ventures."

Kindly,

Lindsay

Should you choose to print this email, please consider using paper from responsibly managed forests.

Lindsay Guerin**Executive Operations Assistant**lindsay.guerin@tnc.org

+1-307-335-2120

[nature.org/wyoming](https://www.nature.org/wyoming)**The Nature Conservancy**

Wyoming Chapter

258 Main St. Suite 200

Lander, WY 82520

U.S.A



RESOLUTION 1300

**A RESOLUTION EXEMPTING THE PIONEER MUSEUM PROPERTY
FROM THE OPEN CONTAINER
PROVISIONS OF CITY ORDINANCE 2-2-12**

WHEREAS, The Pioneer Museum will be hosting an event sponsored by the Nature Conservancy at the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, from 5:00 PM to 8:30 PM, on September 21, 2023, and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, be exempt from the provision of Lander City Ordinance 2-2-12 on September 21, 2023, from 5:00 PM to 8:30 PM.

PASSED, APPROVED AND ADOPTED the 8th day of August 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 City Council of the City of Lander at a regular meeting held on August 8, 2023, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



1302

Section 7, Item H.

THE CITY OF LANDER

240 LINCOLN ST, LANDER WY
82520-2848 TELEPHONE 307-332-2870
Email: landercity@landerwyoming.org

OPEN CONTAINER PERMIT APPLICATION \$50 Per Day-Non-Refundable Application Fee (must accompany application) Must receive 30 days in advance of event

Applicant Name*: JEREMY COX Date of Application: 7/31/23
* Must be present at all times during event

Address: 832 CLIFF ST, LANDER Phone Number: 406-303-1914

Contact Phone Number at the Event: 406-303-1914
Date of the Event: 8/26/23 Beginning Time: 1500 ^{3PM} Ending Time: 2200 ^{10 PM}

Boundaries of the Open Container: PIONEER MUSEUM GROUNDS
Please be exact and include any boundaries for your event and provide a map of the boundaries.
Any possession of open containers outside the listed boundaries may be in violation of the permit and the law.

Short Summary of the Reason for the Event: WEDDING

Detailed Description of Activities/Entertainment at the Event: WEDDING CEROMONY, DINNER
AND DANCE

Does the event involve a road or street closure? ___ yes no
• If the event involves a street closure a street closure permit is also necessary. Street closure permit application can be made through the Lander Police Department.
○ Please note that open container permits will not be approved until the street closure has been approved.
Street Closure approved: ___ yes ___ no

Notice: Glass containers are **discouraged**.
WRIST BANDS ARE REQUIRED TO BE WORN BY EVERYONE 21 YEARS OF AGE AND OLDER.
City Ordinance 2-2-8. Providing Minor with Alcoholic Beverages Prohibited.
City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages -

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

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

Signature of Event Applicant: [Handwritten Signature]

For Official Use Only:

City of Lander Clerk Review/Approval:

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

[Handwritten Signature]
City Clerk/Designee

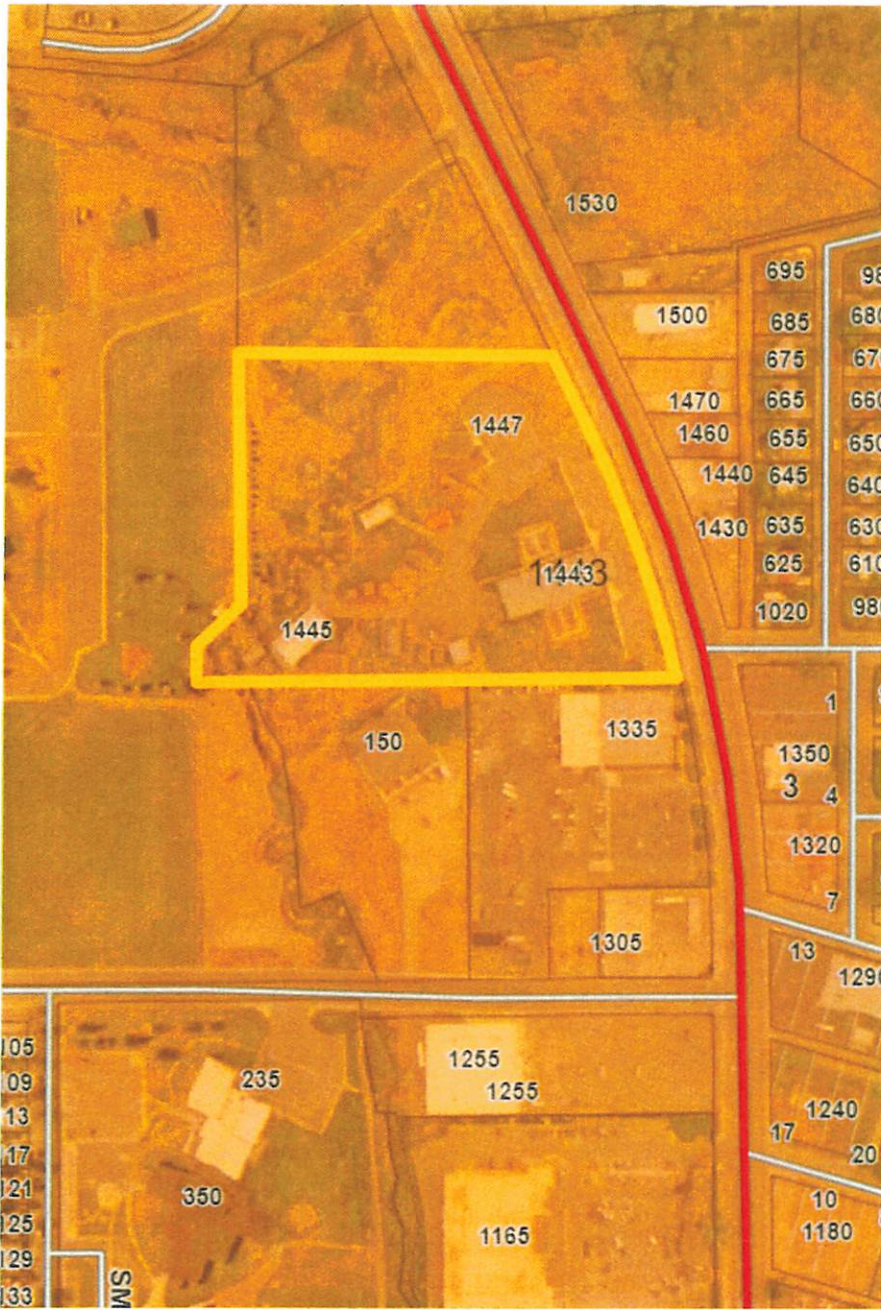
8-3-23
Date

Police Department Review/Approval:

Approved yes no

[Handwritten Signature]
Chief of Police/Designee

8/3/23
Date



1 Parcel(s) [Zoom to parcel\(s\)](#)

- Parcel: 33001240014200
- [Parent Parcel](#)
- Account#: R0040035 [Property Detail](#)
- Owner: FREMONT COUNTY
- Mail Addr: 450 N 2ND ST RM 220
- Mail Addr: LANDER, WY 82520-2302
- St Addr*: 1443 W MAIN
- Deed: 1445142 (12/30/2022)
- Location: TWP 33N RNG 100W SEC 12: PARCEL IN SE¼ QCD 2023-1445142
- Tax Classification: Exempt
- 8.18 acres

* Where more than one Site Address exists within a parcel, we cannot guarantee the Primary Site Address will be displayed.

Lat / Lon N: 42.84059°, W: 108.74771°
 NAD83 UTM Zone 12 X: 684058,
 Y: 4745574
 NAD83 Wyoming West Central USft
 N: 852840, E: 1969114

500 ft



City of Lander
240 Lincoln St
Lander, WY 82520
(307) 332-2870
dboggis@landerwyoming.org

XBP Confirmation Number: 150528354

▶ Transaction detail for payment to City of Lander.		Date: 07/31/2023 - 11:41:43 AM MT	
Transaction Number: 202113105 Mastercard — XXXX-XXXX-XXXX-0489 Status: Successful			
Account #	Item	Quantity	Item Amount
	PERMITS OTHER	1	\$50.00
Notes: OPEN CONTAINER PERMIT			

TOTAL: \$50.00

Billing Information
JEREMY COX
, 82520

Transaction taken by: Admin counter

RESOLUTION 1302

**A RESOLUTION EXEMPTING THE PIONEER MUSEUM PROPERTY
FROM THE OPEN CONTAINER
PROVISIONS OF CITY ORDINANCE 2-2-12**

WHEREAS, The Pioneer Museum will be hosting a Wedding at the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, from 3:00PM to 10:00 PM, on August 26, 2023, and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, be exempt from the provision of Lander City Ordinance 2-2-12 on August 26, 2023, from 3:00 PM to 10:00 PM.

PASSED, APPROVED AND ADOPTED the 8th day of August 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 City Council of the City of Lander at a regular meeting held on August 8, 2023, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



THE CITY OF LANDER

240 LINCOLN ST, LANDER WY
82520-2848 TELEPHONE 307-332-2870
Email: landercity@landerwyoming.org

OPEN CONTAINER PERMIT APPLICATION
\$50 Per Day-Non-Refundable Application Fee (must accompany application)
Must receive 30 days in advance of event

Applicant Name*: Grace Vogelsang Date of Application: 7/31/23
* Must be present at all times during event

Address: 1445 W Main St. Phone Number: 410-259-9791

Contact Phone Number at the Event: _____

Date of the Event: 9/23/23 Beginning Time: 1500^{3pm} Ending Time: 2300 (11pm)

Boundaries of the Open Container: property of Museum of American West/pioneer museum
Please be exact and include any boundaries for your event and provide a map of the boundaries.
Any possession of open containers outside the listed boundaries may be in violation of the permit and the law.

Short Summary of the Reason for the Event: wedding ceremony + reception

Detailed Description of Activities/Entertainment at the Event: wedding ceremony,
music on speakers in livery stable for dancing,
brock oven pizza in gazebo for dinner

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

- If the event involves a street closure a street closure permit is also necessary. Street closure permit application can be made through the Lander Police Department.
 - Please note that open container permits will not be approved until the street closure has been approved.

Street Closure approved: ___ yes ___ no

Notice: Glass containers are **discouraged**.

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

City Ordinance 2-2-8. Providing Minor with Alcoholic Beverages Prohibited.
City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages -

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

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

Signature of Event Applicant: [Signature]

For Official Use Only:

City of Lander Clerk Review/Approval:

Confirmation of the street closure approval, **if applicable?** ___ yes ___ no N/A

[Signature]
City Clerk/Designee

8-3-23
Date

Police Department Review/Approval:

Approved yes ___ no

[Signature]
Chief of Police/Designee

8/3/23
Date

Receipt No: 1.379070 Jul 31, 2023

Account No.
GRACE VOGELSANG

Service Address:

LICENSES & PERMITS- 50.00
OPEN CONTAINER PERMIT

Total: 0

CHECK
Chk No: 1020 50.00

Total Applied: 50.00

Change Tendered: .00

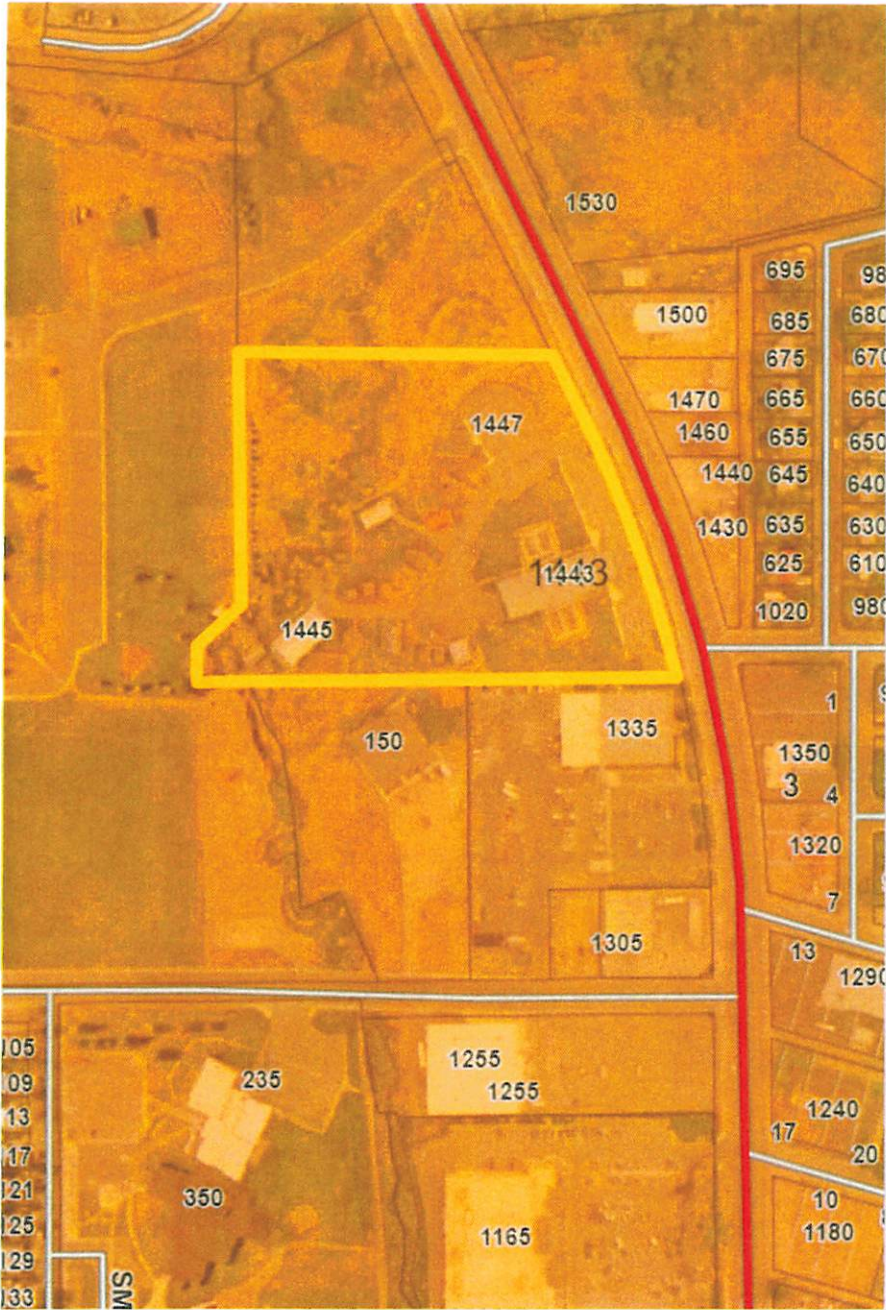
Duplicate Copy
07/31/2023



CITY OF LANDER
240 LINCOLN STREET
LANDER WY 82520 307-332-2870
www.landerwyoming.org

You can now pay your bill online at www.xpressbillpay.com

The City of Lander is an equal opportunity Employer



1 Parcel(s) [Zoom to parcel\(s\)](#)

- Parcel: 33001240014200
- [Parent Parcel](#)
- Account#: R0040035 [Property Detail](#)
- Owner: FREMONT COUNTY
- Mail Addr: 450 N 2ND ST RM 220
- Mail Addr: LANDER, WY 82520-2302
- St Addr*: 1443 W MAIN
- Deed: 1445142 (12/302022)
- Location: TWP 33N RNG 100W SEC 12: PARCEL IN SE¼ QCD 2023-1445142
- Tax Classification: Exempt
- 8.18 acres

* Where more than one Site Address exists within a parcel, we cannot guarantee the Primary Site Address will be displayed.

Lat / Lon N: 42.84059°, W: 108.74771°
 NAD83 UTM Zone 12 X: 684058,
 Y: 4745574
 NAD83 Wyoming West Central USft
 N: 852840, E: 1969114

500 ft

RESOLUTION 1303

**A RESOLUTION EXEMPTING THE PIONEER MUSEUM PROPERTY
FROM THE OPEN CONTAINER
PROVISIONS OF CITY ORDINANCE 2-2-12**

WHEREAS, The Pioneer Museum will be hosting a Wedding at the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, from 3:00PM to 11:00 PM, on September 23, 2023, and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, be exempt from the provision of Lander City Ordinance 2-2-12 on September 23, 2023, from 3:00 PM to 11:00 PM.

PASSED, APPROVED AND ADOPTED the 8th day of August 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 City Council of the City of Lander at a regular meeting held on August 8, 2023, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION 1304

**A RESOLUTION EXEMPTING THE PIONEER MUSEUM PROPERTY
FROM THE OPEN CONTAINER
PROVISIONS OF CITY ORDINANCE 2-2-12**

WHEREAS, The Pioneer Museum will be hosting a Wedding at the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, from 4:00 PM to 11:00 PM, on September 9, 2023, and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Pioneer Museum, 1445 W Main Street, Lander, Wyoming, be exempt from the provision of Lander City Ordinance 2-2-12 on September 9, 2023, from 4:00 PM to 11:00 PM.

PASSED, APPROVED AND ADOPTED the 8th day of August 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 City Council of the City of Lander at a regular meeting held on August 8, 2023, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



THE CITY OF LANDER

240 LINCOLN ST, LANDER WY
82520-2848 TELEPHONE 307-332-2870
Email: landercity@landerwyoming.org

OPEN CONTAINER PERMIT APPLICATION
\$50 Per Day-Non-Refundable Application Fee (must accompany application)
Must receive 30 days in advance of event

Applicant Name*: Taylor Lynch Date of Application: 8/2/2023
* Must be present at all times during event

Address: 1445 main st Phone Number: 307-240-1190

Contact Phone Number at the Event: 307-240-1190

Date of the Event: September 9th 23 Beginning Time: 4pm Ending Time: 11pm

Boundaries of the Open Container: Wedding Ceremony / Reception
Please be exact and include any boundaries for your event and provide a map of the boundaries.
Any possession of open containers outside the listed boundaries may be in violation of the permit and the law.

Short Summary of the Reason for the Event: Wedding Ceremony / Reception

Detailed Description of Activities/Entertainment at the Event: Wedding / Reception

Does the event involve a road or street closure? ___ yes no
• If the event involves a street closure a street closure permit is also necessary. Street closure permit application can be made through the Lander Police Department.
o Please note that open container permits will not be approved until the street closure has been approved.
Street Closure approved: ___ yes no

Notice: Glass containers are **discouraged**.

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

City Ordinance 2-2-8. Providing Minor with Alcoholic Beverages Prohibited.
City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages -

14
13
13
23
14
13
Employee
Number
3:32PM
@landerwyoming

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

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

Signature of Event Applicant: [Signature]

For Official Use Only:

City of Lander Clerk Review/Approval:

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

[Signature]
City Clerk Designee

8-3-23
Date

Police Department Review/Approval:

Approved yes ___ no

[Signature]
Chief of Police/Designee

8/3/23
Date

13
13
18
23
14
1
11

Employee
Number

3:32PM
@gendered.com



1 Parcel(s) [Zoom to parcel\(s\)](#)

- Parcel: 33001240014200
- [Parent Parcel](#)
- Account#: R0040035 [Property Detail](#)
- Owner: FREMONT COUNTY
- Mail Addr: 450 N 2ND ST RM 220
- Mail Addr: LANDER, WY 82520-2302
- St Addr*: 1443 W MAIN
- Deed: 1445142 (12/30/2022)
- Location: TWP 33N RNG 100W SEC 12: PARCEL IN SE¼ QCD 2023-1445142
- Tax Classification: Exempt
- 8.18 acres

* Where more than one Site Address exists within a parcel, we cannot guarantee the Primary Site Address will be displayed.

Lat / Lon N: 42.84059°, W: 108.74771°
 NAD83 UTM Zone 12 X: 684058,
 Y: 4745574
 NAD83 Wyoming West Central USft
 N: 852840, E: 1969114

500 ft

Receipt No: 3.199733 Aug 02, 2023

Account No.
TAYLOR LYNCH

Service Address:

LICENSES & PERMITS- 50.00

BUS LICENSE & PERMIT _____

Total: 0

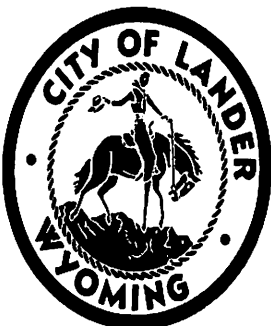
CHECK _____

Chk No: 8462 50.00

Total Applied: 50.00

Change Tendered: .00

Duplicate Copy
08/02/2023



CITY OF LANDER
240 LINCOLN STREET
LANDER WY 82520 307-332-2870
www.landerwyoming.org

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Changes to LIFT program for Council Approval

The following changes to the LIFT program are recommended by Lander Economic Development Association (LEDA) for approval by Lander City Council (Council):

1. LEDA recommends that \$25,000 of the half-cent economic development sales tax collections per quarter be transferred to LEDA to support LEDA’s operating budget. This will go to support LEDA’s agenda and provide for the administration of currently identified projects community-wide projects and other community-wide projects that may come up. This recommendation includes quarters beginning with the third quarter of 2023.
2. LEDA recommends that LIFT applications receiving less than a fifty percent score by the LIFT committee not be eligible for funding. This will prevent funding of projects that cannot score at least half of the available points available in the scoring rubric.
3. LEDA recommends that LIFT applications that request funds of \$15,000 or less be advanced up one level in the scoring matrix. This will reward applicants for requesting smaller amounts and allow for the funding of more applications. This would not apply to applicants that initially score less than 50%.
4. LEDA recommends that LIFT applications of more than \$50,000 be limited to \$50,000 in funding unless the application receives a score of 100% in the scoring matrix. This will allow the best applications to be considered for additional funding but limit total funding for lower scoring applications.

Backcountry Cobbler

Awarded date: April 2022
Total project cost: \$16,445
Total requested: \$16,445
Amount awarded: \$16,445 (100% of requested)
Project Summary:

Established in 2018, Backcountry Cobbler quickly started to provide additional service resoling boots, orthopedics and tack. At the time of the application, the business owner was working on homemade equipment and was unable to keep up with his current demand. He had just signed a large orthopedic modification contract with a local business and had learned that the other cobbler in Fremont County was soon to retire. LIFT funds provided the opportunity for the purchase of industry specific shoe finishing machine, a fume extraction work table, and a shoe patching machine.

In March, at their six month check in, Backcountry Cobbler had purchased and installed their new equipment and had hired two new full time employees. The business owner noted that not only did the new equipment provide a safer working environment that it had also allowed them to increase their efficiency and turn around time for their customer base. Another full time position is expected this calendar year.

Status: Awaiting 12 month report

Apple Valley School

Awarded date: June 2022
Total project cost: \$94,000
Total requested: \$94,000
Amount awarded: \$70,500 (75% of request)
Project summary:

Apple Valley School is a licensed daycare and early education provider in Lander. Prior to receiving the LIFT Grant, which was used to build a mudroom onto their existing building, AVS provided childcare and early education services to 32 children from ages 1.5 to 5 years old. At the time, they employed 4 full time and 4 part time employees.

With the additional space made possible by the building expansion for the 2022/2023 school year, AVS increased their capacity to 40 children, and has hired two additional full time and 2 additional part time employees. They have also been able to expand their hours to provide more flexibility to families. They are currently on track to increase their capacity to 42 students, 6 full time, and 6 part time employees for the 2023/2024 year.

The LIFT funds provided to help with this expansion has generate not only created two additional full time and two part time positions (with a third full time position this fall) but has

provided an additional childcare option for 10 Lander families, making it possible for up to 10 parents / grandparents to re-enter the Lander workforce.

Project status: Completed. (12 month progress report)

Aman Cara

Awarded date: June 2022
Total project cost: \$180,000
Total requested: \$64,000
Amount awarded: \$16,000 (25% of amount requested)
Project summary:

Aman Cara Caregiving is a local non-profit that provides custom in-home and hospice caregiving to Lander’s seniors. Working in conjunction with health and hospice providers, their services include companionship, meal planning and prep, safety assurance, medication reminders, transfer assistance, toileting and personal care assistance, support with activities of daily living, entertainment opportunities, and every aspect of care needed to support the final stages of life. At the time of application, Aman Cara’s executive director (also an RN) was working as the programs single case manager, managing on average 23 patiences and about 30 contract workers.

In March, at their six month check in, Anam Cara Caregiving had hired 2 RN Case Managers (each working 20 hrs a week) to assist with training, managing, supervising, and scheduling 40 caregivers and an average of 30 clients at a given time. This has allowed Anam Cara to grow its service capacity and allow the Executive Director time and space to attend to the strategic plan for organization and financial growth and development.

In addition to job creation, Aman Care also provides an opportunity for new primary dollars into Lander, as many of their services are paid for by private insurance and patient family members outside of the Lander community.

Project status: Awaiting 12 month report.

Lander Motel

Awarded date: June 2022
Total project cost: \$1,148,000
Total requested: \$55,000
Amount awarded: \$55,000 (100% of request)
Project Summary:

This project was to help fund upgrading the water and electrical to the Motel at 569 Main St. Once the project is completed, the motel will employ 3 full time and 2 part time employees and generate \$60K annually in lodging, property and sales tax annually back to the Lander community.

In December, at their six month check in, the building remodel was well underway and had been able to use exclusively local contractors for their work. The building's interior rooms had been completed with new plumbing, electrical, HVAC, flooring, and drywall. Plans for exterior improvements were underway and the estimated opening date was projected to be summer 2023.

Project status: Awaiting 12 month report

Lander Brewing Company (LBC)

Awarded date: August 2022

Total project cost: \$31,665

Total requested: \$15,834

Amount awarded: \$23,752 (75% request)

Project Summary:

Lander Brewing Company has been brewing beer in Lander since 2009. This LIFT grant provided funds to help LBC purchase canning equipment which allows LBC to expand into new markets around the state. At the time that the LIFT award was received 95% of LBC sales are in kegs and 5% in bottles and was struggling to meet the demand for bottled products. The efficiency that canning equipment provides (400% faster than bottling) provides opportunities for LBC to sell their product line statewide and better serve local events and festivals in town.

In March, at their 6 month check in, LBC had purchased their new canning equipment, had created one full time position in support and had already increased their production enough to distribute statewide. At that time, they were actively seeking a second full time position.

Project status: Awaiting 12 month report.

FINAL PLAT CHECKLIST

FEES
FINAL PLAT - \$400.00

FOR OFFICE USE ONLY

CASE # 5 23.05
Date Received 6/30/23
Planning Commission Hearing Date For Final Plat 8/3/23
Date of Preliminary Plat Approval _____
_____ Check here if a minor plat (5 lots or less and no new streets)

This checklist is to be used as a guide for developers to insure that the form of final plats are correct and complete and that all required supporting materials have been included in the plat submittal. ALL FINAL PLAT SUBMITTALS MUST BE ACCOMPANIED BY THE COMPLETED CHECKLIST.

Fill in the blanks and check each item as it is completed. Enter "NA" (not applicable) next to any item which does not apply and explain on a separate sheet.

Incomplete or inaccurate submittals will not be accepted. Final plats and the design standards used in their preparation must comply with all of the applicable provisions of the Subdivision and Land Use Regulations of the City of Lander. Questions regarding this checklist should be directed to the Planning Department at 332-2870.

THIS CHECKLIST IS ONLY A GUIDE. THE SUBDIVISION AND LAND USE REGULATIONS ARE TO BE CONSULTED FOR DETAILS.

Please answer all questions. Answers should be clear, readable and contain all the necessary information. Please fill out completely. Use back or attach a separate sheet if additional space is needed.

Name of Subdivision: Faerber Addition 552 Amoretti

Date Submitted: June 29, 2023

Owner(s) Name and Address: Steve Faerber, 336 4th St., Lander, WY 82520

Name and Address of Person or Firm Preparing Plat: David A. Fehringer, PELS
Fremont Engineering & Surveying, 427 Lincoln St., Lander, WY 82520

- X 1. Final plat sheet size 24" x 36"
- X 2. Plat drawn in black, waterproof India ink on tracing linen, Mylar or similar material

- X 3. Scale of 1"=100' or larger (scales noted on the plat) (1"=200' is allowable if minimum lot size is greater than five (5) acres.)
- X 4. Name of subdivision on the top center of each sheet and sheets numbered.
- X 5. General location of the subdivision by section, township, range, county and state.
- X 6. North arrow, date, scale, vicinity sketches.
- X 7. Subdivision boundaries in heavy, solid lines and key maps and match lines if needed.
- X 8. Legal description within allowable error of closure.
- X 9. Location and description of all monuments with survey point of beginning noted on the map.
- X 10. Bearings, distances and curb data outside all boundary lines (curve data may be in a table)
- X 11. Lots, blocks, tracts, streets, alleys and easements laid out, dimensioned and located
- X 12. Drainage easements labeled and appropriately dedicated
- X 13. Street names according to naming system with no duplication of existing street names
- X 14. Lots and blocks properly numbered
- NA 15. Any **exceptions** to the subdivision noted
- X 16. Total acreage of the subdivision and total number of lots noted
- X 17. Certification and dedication statement signed by all owners, or others with an equitable interest with their signatures properly acknowledged.
- X 18. Signed certification by a registered land surveyor
- X 19. Certificates for review and/or approval by the City Engineer, the City Planning Commission and the City Council as specified in the regulations
- X 20. Certificate for recording by the county Clerk and Records
- NA 21. Disclosure statement of hazards if required
- NA 22. Appropriate annexation language if the plat is also an annexation plat

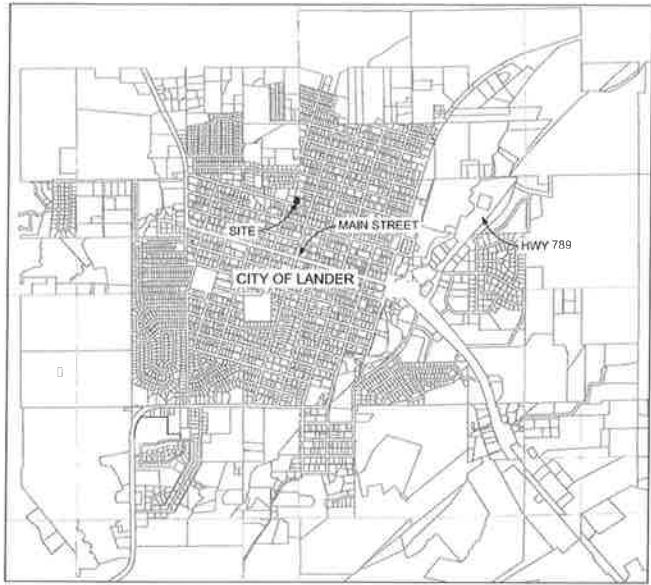
REQUIRED SUPPORTING MATERIAL

- X 1. Total amount of final plat fee \$ 400.00
- X 2. Two (2) copies and one PDF of the Plat.

- X 3. A completed final plat checklist.
- NA 4. Supporting material on the final plat checklist, such as street plans and profiles, which may, if revised, create the need to adjust the plat configuration.
- NA 5. A variance request if applicable and within the provisions of Section 5.c of the Subdivision and Land Use Regulations.
- NA 6. Plans for elimination or ameliorating natural hazards.
- X 7. A subdivision application form (minor plat only)
- NA 8. Warranty deed and title insurance for public lands other than streets, alleys and easements.
- NA 9. Payment of fees in lieu of public land dedication.
- NA 10. Copies of recorded off site utility easement when necessary.
- NA 11. Disclosure statement regarding hazards in a form to be recorded if required.
- NA 12. Appropriate commitment guaranteeing the timely completion of required improvements.

Subdividers are requested to submit a cover letter with all plat submittals.

FAERBER ADDITION TO THE CITY OF LANDER NE 1/4 NW 1/4 & NW 1/4 NE 1/4, SECTION 18, T33N, R99W, 6th PM FREMONT COUNTY, WY FINAL PLAT FOR REVIEW



VICINITY MAP SCALE: 1" = 2000'

- LEGEND: Set Property Corner - 2" Aluminum Cap on a 5/8" x 24" rebar marked PLS 10052, Set Property Corner - Magnetic nail & washer, Found 1-1/2" Aluminum Cap PLS 4866, Electric Meter, Gas Valve, Power pole, Subdivision Boundary, Utility Easements, Sheds or Covered Porches, Concrete walks, driveways, structures, Fence lines, Water lines, Sewer lines, Overhead Power, Gas Line.

RE-PLAT INFORMATION: 2 LOTS - 24,102 SF (0.55 AC.) ZONE R3

CITY COUNCIL CERTIFICATE: Approved by the City Council of Lander on this ___ day of 2023

Mayor, City Clerk

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

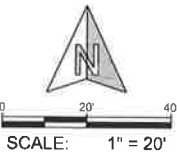
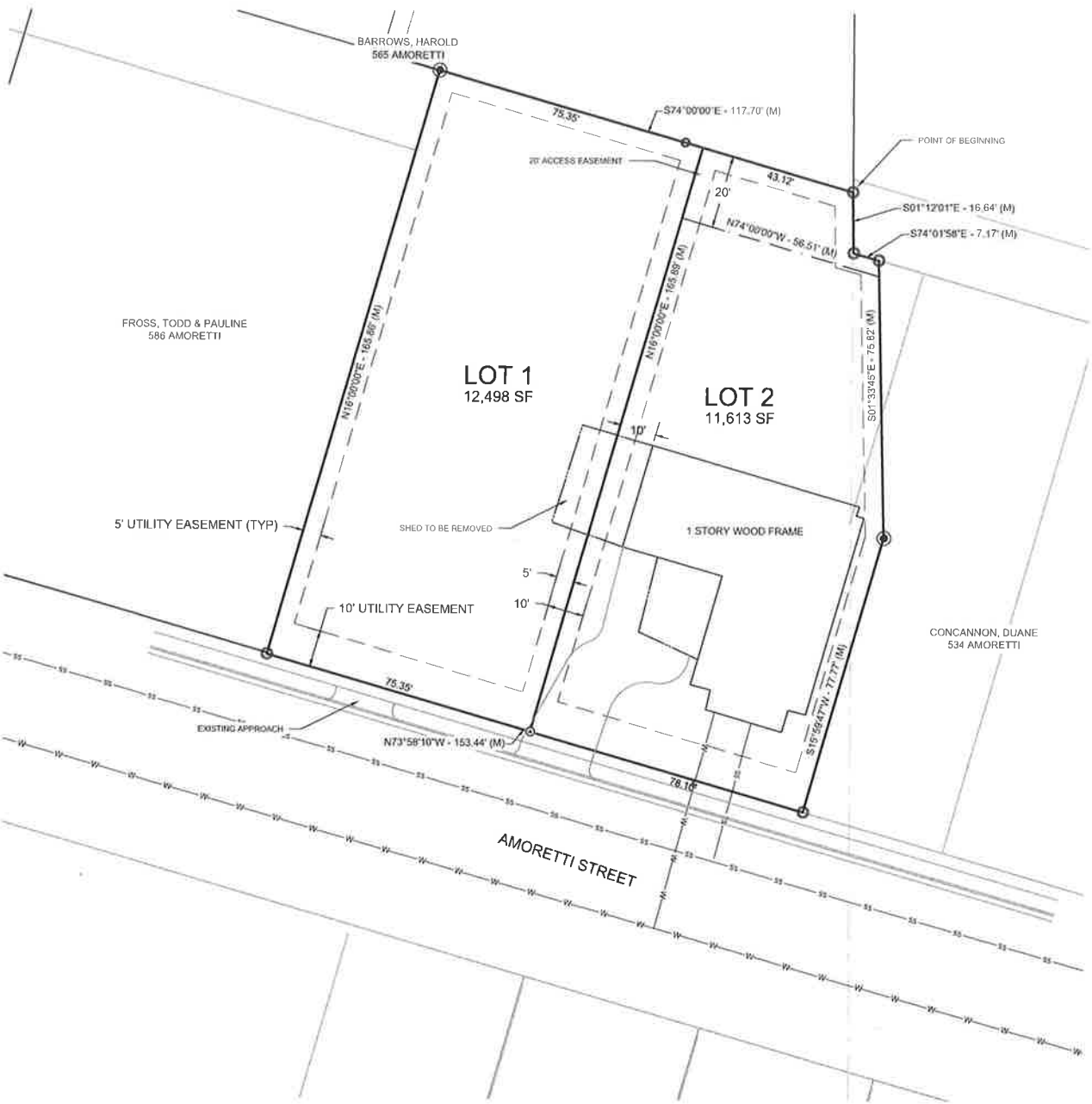
Clerk, Deputy Clerk

PLANNING COMMISSION CERTIFICATE: This plat approved by the City Of Lander Planning Commission on this ___ day of 2023.

Chairman

CITY ENGINEER CERTIFICATE: Data on this plat approved by the City Of Lander Engineer on this ___ day of 2023.

City Engineer



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that STEVE FAERBER, being the owner of lands shown on this plat, does hereby certify: That the fractional Lots 15 and 16, Block 115, of the Riverside Addition to the town of Lander, Fremont County, WY, shall be vacated. That the foregoing plat designated as THE FAERBER ADDITION, is located in the NE 1/4 NW 1/4 and NW 1/4 NE 1/4 of Section 18, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, and is more particularly described as follows:

Beginning at point, which is on the east line of said NE 1/4 NW 1/4 and bears S.01°12'01"E., a distance of 400.31 feet from the northeast corner of said NE 1/4 NW 1/4; Thence proceed S.01°12'01"E., along said east line a distance of 16.64 feet; Thence proceed S.74°01'58"E., along the north line of vacated Lot 15 a distance of 7.17 feet; Thence S.01°33'45"E., along a distance of 75.82 feet; Thence proceed S.15°59'47"W., a distance of 77.77 feet, more or less, which point is on the northerly line of Amoretti Street; Thence proceed N.73°58'10"W., along said northerly line a distance of 153.44 feet; Thence proceed N.16°00'00"E., a distance of 165.86 feet; Thence proceed S.74°00'00"E., a distance of 117.70 feet, more or less, to the point of beginning.

That this subdivision, as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner, have caused that this property to be platted into lots as shown and designated the same to be henceforth known as the Faerber Addition, to the City of Lander, Fremont County, Wyoming

and do hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as already otherwise dedicated for public use.

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

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

EXECUTED this ___ day of ___, 2023

STEVE FAERBER

STATE OF WYOMING)) SS. COUNTY OF FREMONT)

The foregoing dedication was acknowledged before me by STEVE FAERBER, this ___ day of ___, 2023,

By: _____

Witness my hand and official seal

My commission expires _____

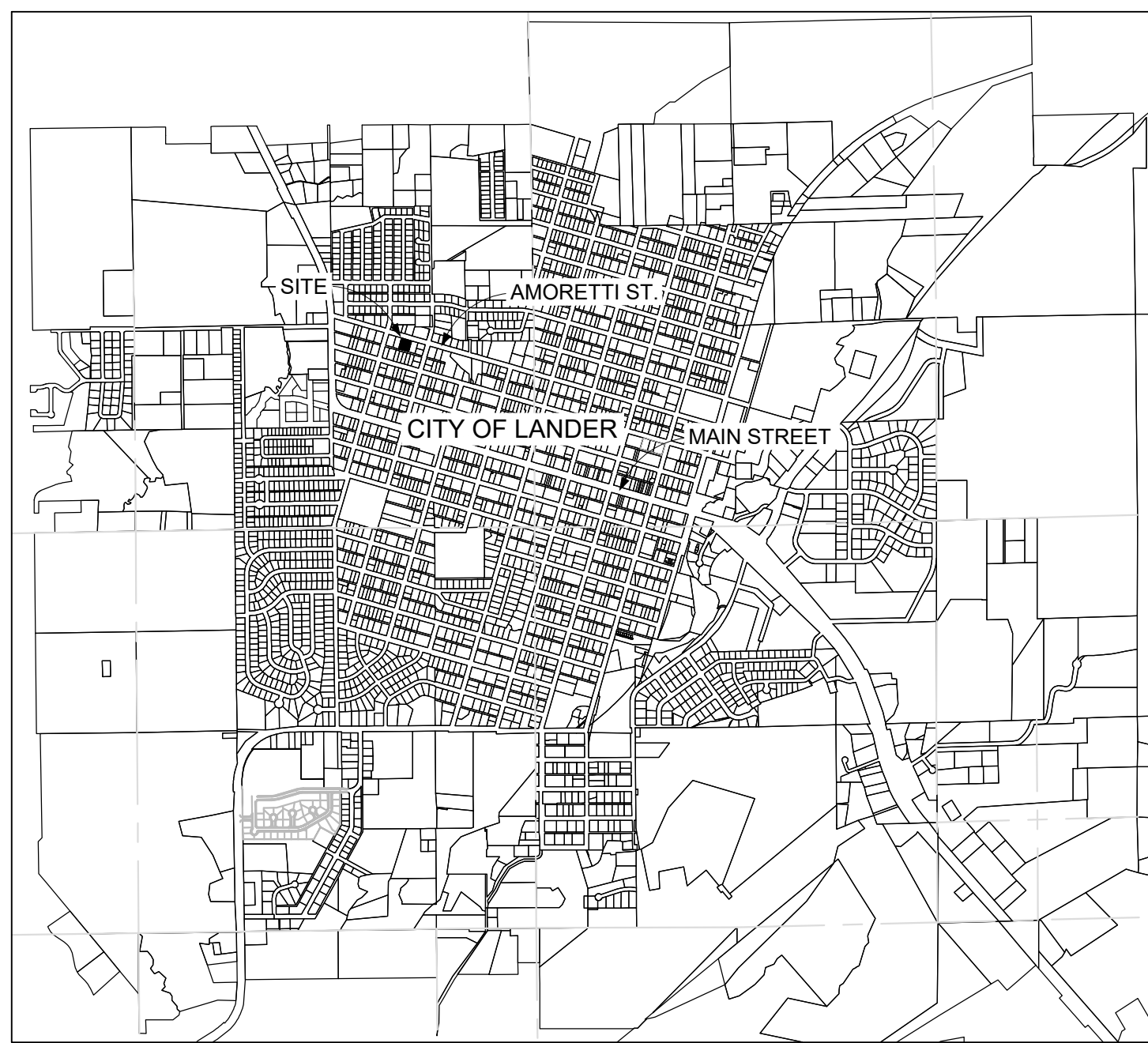
NOTES:

- 1. Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1,0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
2. Bearings and distances shown on this plat as measured are designated as (M). Record bearings and distance are designated with (R)
3. Twenty foot (20') access easement to benefit Lot 1.
4. Sewer and Water services to be provided to Lot 1 prior to any residential construction

CERTIFICATE OF SURVEYOR

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

Z:\PROJECTS\2023 PROJECTS\23-005 FAERBER\FAERBER.dwg SAVED DATE: 2023-06-30 13:24 USER: fcb



VICINITY MAP
SCALE: 1" = 2000'

LEGEND:

Set Property Corner - 2" Aluminum Cap on a 5/8" x 24' rebar marked PELS 10052	○
Found 1-1/2" Set Monument	●
Record Bearing and Distance	(R)
Subdivision Boundary	—
Utility Easements	- - - -
Setback Lines	—
Concrete walks, driveways, structures	—
Fence lines	X — X — X
Water lines	W — W — W — W
Sewer lines	SS — SS — SS — SS
Gas lines	GAS — GAS — GAS
Overhead power lines	OH — OH — OH — OH

REPLAT INFORMATION:

2 LOTS - 20,850 SF (0.48 AC.)
ZONE R3

CITY COUNCIL CERTIFICATE:

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

Mayor

City Clerk

CLERK OR RECORDERS CERTIFICATE:

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

Clerk

Deputy Clerk

PLANNING COMMISSION CERTIFICATE:

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

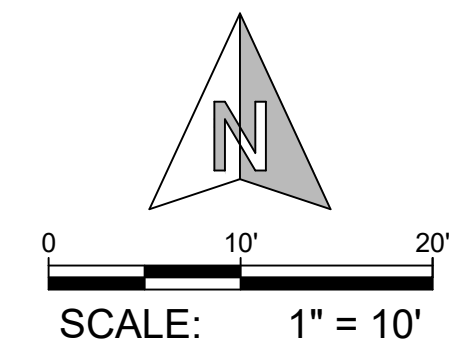
Chairman

CITY ENGINEER CERTIFICATE:

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

City Engineer

THE GUSTIN ADDITION
TO THE TOWN (NOW CITY) OF LANDER
BLOCK 145
THE WEST 14' OF LOT 4, LOT 5 & 6, AND THE
EAST 1/2 OF LOT 7,
RE-PLAT
SECTION 18, T33N, R99W, 6th PM
FINAL PLAT - FOR REVIEW



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that WILLIAM RICHARD METSCHER and BAMBI MICHELLE METSCHER, being the owners of lands described as THE WESTERLY 14 FEET OF LOT 4, ALL OF LOTS 5 AND 6, AND THE EAST 1/2 OF LOT 7, BLOCK 145, GUSTIN ADDITION TO THE CITY OF LANDER, located in Section 18, Township 33 North, Range 99 West, 6th PM, Fremont County, Wyoming.

As it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner, have caused that this property to be subdivided into lots as shown and designated the same to be henceforth known as THE GUSTIN ADDITION TO THE CITY OF LANDER, BLOCK 145, LOTS 5A AND 5B.

and do hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as already otherwise dedicated for public use.

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

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

EXECUTED this ____ day of ____ 2023

WILLIAM RICHARD METSCHER BAMBI MICHELLE METSCHER

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing dedication was acknowledged before me this ____ day of ____ 2023, by WILLIAM RICHARD METSCHER and BAMBI MICHELLE METSCHER

By: _____

Witness my hand and official seal

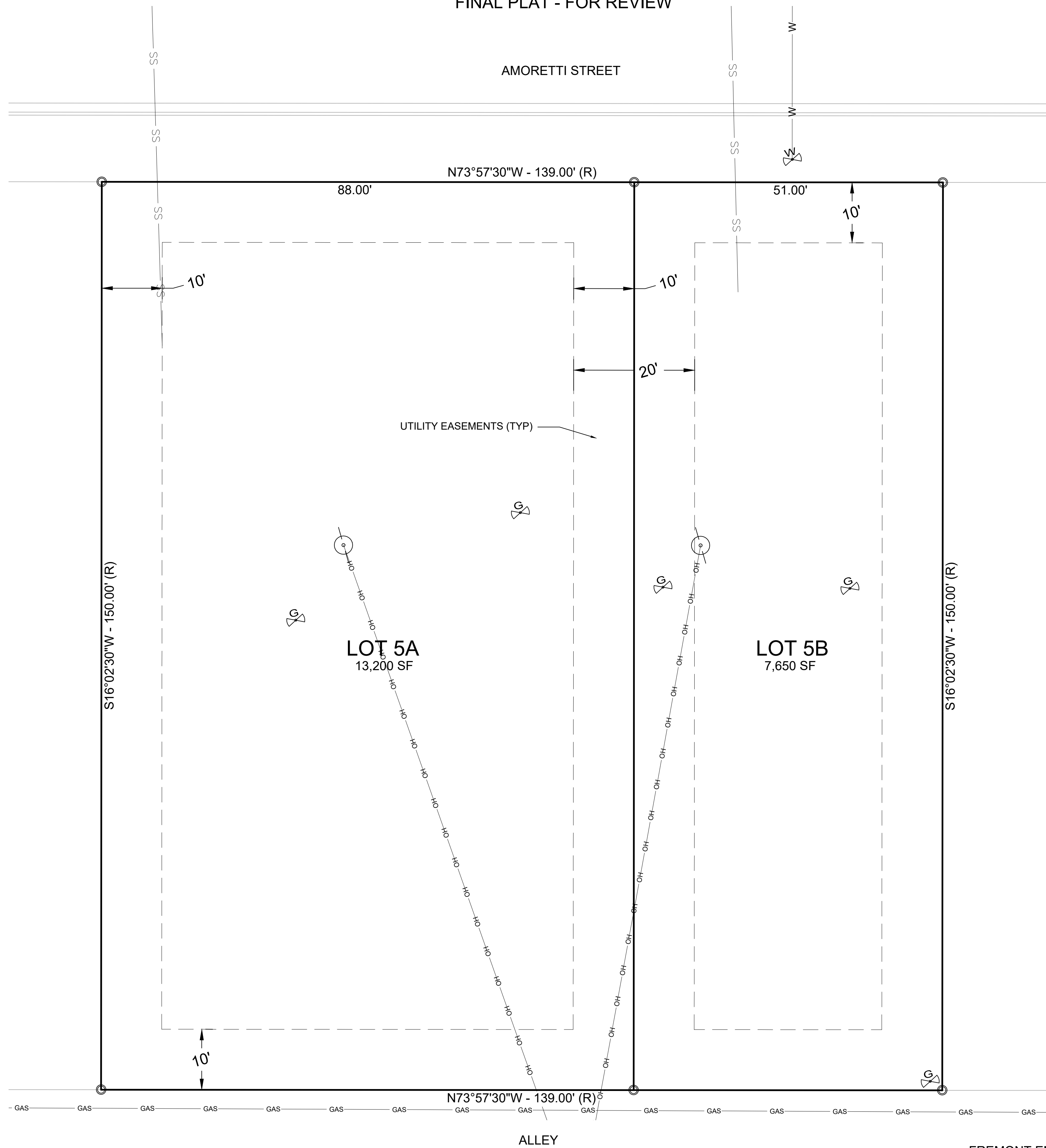
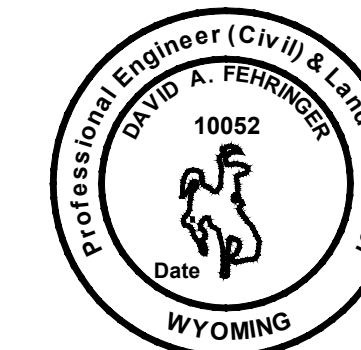
My commission expires _____

NOTES:

1. Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
2. Bearings and distances shown on this plat as per record

CERTIFICATE OF SURVEYOR

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the RE-PLAT OF GUSTIN ADDITION, BLOCK 145, WEST 14' OF LOT 4, LOTS 5 & 6, AND THE EAST 1/2 OF LOT 7, CITY OF LANDER, FREMONT COUNTY, STATE OF WYOMING; that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lot and streets of said subdivision to the best of my knowledge.



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NON-RECOURSE PROMISSORY NOTE

For value received, the **City of Lander, a Wyoming municipal corporation and political subdivision of the State of Wyoming**, whose principal office is located at 240 Lincoln Street, Lander, Wyoming 82520 (**hereinafter “Borrower”**) promises to pay to the order of the Wyoming Business Council (together with the holder, from time to time, of this Note, the “Council”), **a body corporate organized under the laws of the State of Wyoming and operating as a state instrumentality operated solely for the public benefit**, whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, the amount of funds to be disbursed up to **One Hundred Ninety-four Thousand Three Hundred Sixteen Dollars (\$194,316.00)** (the “Principal Sum”), together with interest on the principal amount outstanding from time to time, at the annual rate of **One Percent (1%)**. This Promissory Note (“Note”) is made to evidence a loan of the Principal Sum to the Borrower (the “Loan”). The Council’s obligation to fund the Loan is fully subject to and conditioned upon the availability of funds appropriated therefor by the Wyoming State Legislature.

Section 1. Repayment of the Loan.

1.1. Payments Solely from Special Fund.

Notwithstanding anything in this Note or any Loan Document to the contrary and as provided in Section 4 hereof, no payment otherwise payable under this Note or any Loan Document shall be required to be paid by the Borrower unless funds are available to the Borrower from funds received by it (i) under the revenue recaptured through lease payments received for the facility as a result of this Project more fully described in the Business Ready Community Grant Agreement dated March 1, 2017, and attached to this Promissory Note. Recaptured revenue will be managed by the Borrower and deposited into an economic development fund account to repay this loan and for future economic development projects and continued development of the Business Complex Community Enhancement Project.

1.2. Payments.

Interest will begin accrual upon the date of the final draw, the Commencement Date.

Beginning on the first (1st) anniversary of the Commencement Date (the Maturity Date), the Borrower shall pay in amortized installments payable annually in the manner and form as follows:

There will be fifteen (15) annual payments due on the anniversary of the final disbursement, the Commencement Date. Interest on the payment will be calculated from the date all necessary loan funds are released through the final payment date. Each annual payment, excluding the final payment, shall be **Thirteen Thousand Nine Hundred Fifty-Five Dollars and Sixty-Four Cents (\$13,955.64)**. Fourteen (14) annual payments of \$13,955.64 and the final payment of **Five Thousand Eight Hundred Fourteen Dollars and Eighty-Five Cents (\$5,814.85)**

There shall be no prepayment penalty if borrower pays the loan in full prior to maturity of pay portions of the annual payment prior to the annual payment due date.

1.3. Daily Calculation of Interest; Application of Payments.

Interest shall be computed daily on a 360-day basis on the principal balance of the Principal sum as drawn down and outstanding from the Commencement Date.

Payments received from the Borrower will be applied, first, to accrued and unpaid interest; and lastly, to principal.

1.4. Payment in Full on Maturity.

The Borrower shall pay all outstanding sums due hereunder on the Maturity Date. Borrower may prepay the principal of this Loan without penalty. Any prepayment will not reduce the installments but will operate only to mature this note at an earlier date.

1.5. Loan Cost.

The Loan shall always be at no cost to the Council, and all fees and expenses, including (without limitation) the Council’s counsel fees and expenses, the loan servicing fees, insurance premiums, recordation costs, cost of documentary stamps, transfer taxes, photocopying expenses, appraisals, travel expenses for the Council’s agents, employees, and counsel, and all other reasonable expenses relating to the Loan shall be paid by the Borrower, whether incurred before, on, or after the date hereof, such that the Loan shall be free of cost to the Council.

Section 2. Additional Terms and Conditions.

2.1. Collateral.

This note is secured by a (i) Mortgage, (ii) a Collateral Assignment and Pledge of Revenues, and (iii) UCC Financing Statement (collectively, the “Collateral”).

2.2. Program Compliance; Disbursement of Loan Proceeds.

The Borrower covenants and agrees that it shall use the proceeds of the Loan solely for the costs of an infrastructure project where the Borrower has identified a Community Enhancement need.

The proceeds of the Loan shall be disbursed in accordance with the Loan Agreement to the Borrower only as needed to discharge obligations incurred in accordance with

the Council-approved eligible project costs. Request for disbursement shall be made on a form supplied by the Council's staff and supported by adequate proof that such an obligation has been incurred for the project purpose and is due and owing.

The Council's staff may, at the Borrower's expense, conduct an audit of the records of the Borrower and inspect the construction and operation of the project funded by proceeds of the Loan.

The Borrower shall comply with the loan policies and procedures for the Business Ready Community – Community Enhancement Loans, as adopted by the Council from time to time, a copy of which the Borrower acknowledges having received on or before the date hereof.

2.3. Event of Default.

The occurrence of an Event of Default under any document made in connection with the Loan (each, a "Loan Document", and collectively, including this Note, the "Loan Documents") will constitute a material breach and a default under this Note. Failure to make any payment due hereunder on the date such payment came due shall also be an Event of Default under this Note.

2.4. Acceleration.

Upon the occurrence of an Event of Default and after any applicable grace and/or cure periods, the Council may declare the entire unpaid balance of this Note, together with interest accrued thereon, to be immediately due and payable and may proceed to exercise any and all rights, powers, and remedies that the Council may have under this Note or any other Loan Document or that may be available to the Council at law or in equity.

2.5. Remedies Cumulative and Non-Exclusive.

The Council is not required to first proceed against any Collateral for payment of this Note. All remedies conferred by this Note or any of the Loan Documents shall be cumulative, and none is exclusive.

Section 3. Other Provisions.

3.1 Waiver of Presentment.

Except as otherwise provided herein, Borrower hereby waives any right to presentment or other demand for payment, notice of dishonor, and protest.

3.2 Notices.

All notices, requests, and demands under this Note shall be in writing and made to the other party at its address set forth above or to such other address as such party shall have most recently designated by written notice.

3.3 Indemnity.

Each party to this Note shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

3.4. Governing Law.

All terms, conditions, and other provisions of this Note are to be determined, interpreted, construed, and otherwise governed by Wyoming law.

3.5. Council’s Right to Pay Expenses.

In the event the Borrower fails to make any required payments or otherwise fails to perform any obligations with respect to the Collateral, Council may make written demand to Borrower that Borrower fulfill its payment duties and other obligations. Following such written notice, if the Council deems it necessary in order to protect or preserve the Collateral, it may, but shall have no obligation to, make payments or otherwise perform on behalf of the Borrower the Borrower’s obligations affecting the Collateral. In the event the Council makes any such payments or performs any such obligations of the Borrower, the Borrower shall immediately reimburse the Council for any payments and for any costs and expenses incurred in performing such obligations, including any attorney or other professional fees and expenses incurred by the Council, together with interest thereon at the annual rate of eighteen percent (18%) from the date such payment, cost, or expense is made or incurred by the Council until the same has been fully reimbursed to the Council. Any debt of the Borrower to the Council under this paragraph is and shall be evidenced by this Note and added to the Principal Sum owed hereunder.

3.6. Entire Agreement, Amendment, and Severability.

The Loan Documents constitute the entire agreement between the parties with respect to the subject matter hereof. Neither the Loan Documents nor any provision thereof may be changed, waived, discharged, modified, altered, amended, or terminated orally, but only by a Document in writing signed by all parties. If any provision of the Loan Documents should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3.7. Sovereign Immunity.

The State of Wyoming and the Council do not waive and hereby reserve any claims or rights they might have to sovereign immunity by entering into the Loan Documents, and specifically retain sovereign immunity and all defenses available to them as sovereigns pursuant to W.S. § 1-39-104 and all other state or federal laws.

3.8. Benefit of Agreement.

The terms, conditions, and other provisions of this Note shall be binding upon the Borrower, and its respective legal representatives, successors, and assigns, and shall inure to the benefit of the Council, and its legal representatives, successors, and assigns.

3.9. Waivers; Consent to Jurisdiction.

The Borrower irrevocably (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Note or any other Loan Documents may be brought in the District Court for the First Judicial District in Laramie County, Wyoming, or in the courts of the United States of America located in Laramie County, Wyoming, (ii) consents to the jurisdiction of each such court in any suit, action, or proceeding, and (iii) waives any objection which it may have to the laying of venue of any suit, action, or proceeding in any such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum.

3.10. Jury Waiver.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT, TO THE EXTENT ALLOWED BY LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS NOTE OR ANY OTHER LOAN DOCUMENTS.

Section 4. Non-General Obligation.

This Note evidences a loan from the Council to the Borrower. This Note will not encumber, be chargeable, create or constitute a legal or moral obligation or debt of any kind on behalf of or against the Borrower and will not encumber or be chargeable against the Borrower's assets, general reserves, general funds, or any other revenues or properties whatsoever, except for those pledged as collateral security.

Without limiting the generality of the provisions of this section, neither this Note nor any of the Loan Documents (i) shall result in the imposition of any debt upon the Borrower in contravention of any constitutional or statutory limitations or requirements concerning the indebtedness of the Borrower; (ii) shall constitute a pledge of or result in the imposition of any lien, charge or encumbrance upon any tax revenues, cash reserves, or other assets or revenues of the Borrower; or (iii) shall, in the event of a default hereunder or thereunder, entitle the Council to, and the Council shall not have the right to seek repayment of the principal or accrued interest due under the Loan, or any other sums payable under the Loan, from any source other than the Collateral now or hereafter pledged.

In Witness Whereof, the Borrower has caused this Note to be executed by its Mayor and attested by its Clerk and delivered to the Council for and on behalf of the Borrower, all as of the _____ day of _____, 2023

BORROWER:
CITY OF LANDER

Monte Richardson, Mayor

RESOLUTION 1298

**A RESOLUTION AMENDING
SALARY STRUCTURE WITHIN THE CITY OF LANDER**

WHEREAS, pursuant to Section 12-2-6 of the City of Lander Code Book, the Mayor, subject to the approval of the City Council, may establish regulations and policies concerning all city personnel; and

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

WHEREAS, all classified city positions should have a pay grade chart that reflects a fair and equitable pay as determined by the Mayor and City Council; and

WHEREAS, a compensation plan containing a grade chart was previously adopted pursuant to the personnel regulations; and

WHEREAS, the governing body of the City of Lander desires to amend the Salary Structure to reflect the cost of living increase for the City of Lander and the previously approved Parks Maintenance Position; and

WHEREAS, the governing body for the City of Lander has considered the criteria set forth and described in the Compensation Section of the Managerial Guidelines in amending the compensation plan as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER that the governing body may amend, repeal or revoke the compensation plan at any time by resolution of the governing body pursuant to the City of Lander’s personnel regulations.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, by the Governing Body of the City of Lander that the Salary Structure be amended to reflect the cost-of-living increase for the City of Lander and the previously approved Parks Maintenance Foreman position attached hereto as Exhibit “A” and incorporated herein by reference hereby added to the compensation plan portion of the City of Lander Managerial Guidelines.

PASSED, APPROVED AND ADOPTED the 8th day of August, 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 August 8, 2023 and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

**City of Lander
Salary Structure & Tables July 2023**

Section 8, Item E.

Pay Grade	Annual Pay Rates			12 Monthly Pay Rates			2080 Hourly Pay Rates			Positions
	Minimum	Mid	Maximum	Minimum	Mid	Maximum	Minimum	Mid	Maximum	
1	41,269	52,783	64,296	3,439	4,399	5,358	19.84	25.38	30.91	Assistant Sexton, Court Clerk, Judge, Maintenance Worker, Parks Clerk, Water Clerk, Weed & Pest Controller, Clerk/Evidence Tech Assistant, Detective Secretary Evidence Clerk, Equipment Operator I, II, Code Enforcement
2	44,691	57,159	69,627	3,724	4,763	5,802	21.49	27.48	33.47	Mechanic, Water Operator I, Water Operator II, Equipment Operator III,
3	48,457	61,976	75,495	4,038	5,165	6,291	23.30	29.80	36.30	Programs Manager, Victim Witness, Water Operator III,
4	50,498	64,585	78,673	4,208	5,382	6,556	24.28	31.05	37.82	Police Officer I
5	52,623	67,303	81,984	4,385	5,609	6,832	25.30	32.36	39.42	Police Officer II, Street Foreman, Water System Foreman,
6	54,851	70,154	85,457	4,571	5,846	7,121	26.37	33.73	41.08	Airport and Fire Hall Facilities Manager, Weed & Pest Supervisor, Police Officer III,
7	57,236	73,204	89,172	4,770	6,100	7,431	27.52	35.19	42.87	Detective, Community Development Coordinator, Parks Maintenance Foreman
8	59,639	76,278	92,917	4,970	6,357	7,743	28.67	36.67	44.67	Building Inspector, Sexton,
9	62,231	79,592	96,953	5,186	6,633	8,079	29.92	38.27	46.61	Sergeant, Shop Foreman
10	64,961	83,084	101,207	5,413	6,924	8,434	31.23	39.94	48.66	Assistant to the Mayor, Parks & Rec Supervisor, Deputy Clerk/Treasurer,
11	67,814	86,732	105,650	5,651	7,228	8,804	32.60	41.70	50.79	Lieutenant, Streets Supervisor, Water/Sewer Supervisor
12	75,275	96,275	117,274	6,273	8,023	9,773	36.19	46.29	56.38	City Clerk, Human Resource Director, Assistant Public Works Director
13	84,721	108,357	131,993	7,060	9,030	10,999	40.73	52.09	63.46	City Treasurer
14	95,354	121,956	148,558	7,946	10,163	12,380	45.84	58.63	71.42	Police Chief, Engineer/Public Works Director

Exhibit A

Resolution No. 1297

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON BEHALF OF THE GOVERNING BODY FOR THE

City of Lander
(NAME OF APPLICANT)

FOR THE PURPOSE OF

Obtaining SRF funds for future City of Lander water & sewer projects in order to utilize SRF special large project funding interest rates.

(STATE TITLE AND PUPOSE OF PROJECT)

WITNESSETH

WHEREAS, the Governing Body for the City of Lander
Autofill

desires to participate in the State Revolving Fund program to assist in financing this project; and

WHEREAS, the Governing Body for the City of Lander
Autofill

recognized the need for the project: and

WHEREAS, the STATE REVOLVING FUND program required that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the City of Lander
Autofill

plans to repay the requested STATE REVOLVING FUND LOAN from the following source(s)
(DESCRIBE THE SOURCE OF ALL REPAYMENT FUNDS):

Optional tax monies & enterprise funds user fees

; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
City of Lander

that a loan application in the amount of \$45 million
State Loan and Investment Board for consideration at the State Loan and Investment Board meeting to assist in funding

2023 Water/Sewer Project
(Name of project)

BE IT FURTHER RESOLVED, that Charri Lara, City Treasurer & Lance Hopkin Public Works Director/Engineer
(Name and title of persons)

are hereby designated as the authorized representatives of the
City of Lander

Autofill

to act on behalf of the Governing Body on all matters relating to this loan application.

PASSED, APPROVED AND ADOPTED THIS 8th day of August 2023.

Signature [Signature Box]
Printed [Printed Name Box]
Name & Title

Attest:

Signature [Signature Box]
Printed [Printed Name Box]
Name & Title

CORRECTED RESOLUTION 1292
 AMENDING RESOLUTION 1248
 FEES AND UTILITY RATES FOR
 WATER AND WASTEWATER SERVICE

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

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

Section 1:

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

Line & Meter Size	Meter Fee ¹	Spuds & Flanges	Radio Read ²	Connection/Tap Fee In City	Connection/Tap Fee Out of City	Total In City	Total Out of City
3/4" line with 5/8" meter	\$235	\$55	\$135	\$410	\$820	\$835	\$1245
¾" line with ¾" meter	\$245	\$55	\$135	\$410	\$820	\$810	\$1220
1" line with 1" meter	\$255	\$75	\$135	\$875	\$1,750	\$1305	\$2180
1 ½" line with 1 ½" meter	\$600	\$220	\$135	\$1,015	\$2,030	\$1935	\$2950
2" line with 2" meter	\$800	\$300	\$135	\$1,475	\$2,950	\$2675	\$4150
3" meter Turbo	Call for pricing			\$1,914	\$3,828		
3" meter Compound	Call for pricing			\$1,914	\$3,828		
3" meter Mag Meter	Call for pricing			\$1,914	\$3,828		
4" meter Turbo	Call for pricing			\$2,500	\$5,000		
4" meter Compound	Call for pricing			\$2,500	\$5,000		
4" meter Mag Meter	Call for pricing			\$2,500	\$5,000		
6" meter	Call for pricing			\$3,512	\$7,024		
8" meter	Call for pricing			\$4,554	\$9,108		

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

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

¹ Meter prices subject to change with industry pricing.

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

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

Section 2:

(a) Rates are effective July 1, 2023 – June 30, 2025.

Meter Size (inches)	Monthly Minimum Charge – Inside City	Monthly Minimum Charge – Outside City
5/8" Meter	\$40.15	\$60.22
3/4" Meter	\$42.87	\$64.31
1" Meter	\$49.80	\$74.70
1 1/2" Meter	\$69.58	\$104.35
2" Meter	\$97.27	\$145.91
3" Meter	\$176.40	\$264.61
4" Meter	\$287.19	\$430.78
6" Meter	\$603.73	\$905.57
8" Meter	\$1,046.86	\$1570.30

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

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

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

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

Rural Water House Rates

- i. \$14.98 per 1,000 gallons. Rates are effective July 1, 2022- June 30, 2023

Snowbird Rate

- i. \$32.38 monthly

Section 3:

(a) The following rates are established and shall be charged and paid on a monthly basis for all sanitary sewer service from the municipal sanitary sewer system. Rates are effective July 1, 2022.

SEWER TAP FEES

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

SEWER UTILITY RATES

Minimum Charges

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED the 8th day of August, 2023

THE CITY OF LANDER
A Municipal Corporation

BY _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on August 8, 2023, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



CHANGE ORDER

PROJECT: Maven Outdoor Equipment Company
Headquarters
1042 Pronghorn Drive
Lander, Wyoming

CHANGE ORDER NO. 10 (rev1)

DATE: July 11, 2023

CONTRACTOR: Groathouse Construction Inc.
3630 Big Horn Avenue
Cody, Wyoming 82414

CONTRACT DATE: January 5, 2022

THE CONTRACT IS CHANGED AS FOLLOWS:

COP 25 – Misc metal wall cap

The Original Contract Sum was	\$6,038,592.00
Net change by previously authorized Change Orders	\$184,323.00
The Contract Sum prior to this Change Order was	\$6,222,915.00
The Contract Sum will be increased by this Change Order in the amount of	\$1,834.00
The new Contract Sum including this Change Order	\$6,224,749.00
The Contract Time will be increased by	0 days
The Date of Substantial Completion as of the date of this Change Order is	February 18, 2023

NOTE: This Change Order does not reflect changes in the Contract Time or Contract Sum which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Not valid until signed by the Owner, Architect and Contractor.

Digitally signed by
Jeff Bond
Date: 2023.07.20
12:30:55-06'00'

Hein | Bond Architects

Wayne Kitchen
Digitally signed by: Wayne Kitchen
DN: CN = Wayne Kitchen email =
wkitchen@groathouse.com C =
US, O = Groathouse Construction
Date: 2023.07.20 12:41:56 -
06'00'

Groathouse Construction Inc.

Cade Maestas
Digitally signed
by Cade Maestas
Date: 2023.07.20
12:24:12 -06'00'

Maven

City of Lander

Jeff Bond
BY

Wayne Kitchen
BY

Cade Maestas
BY

Monte Richardson
BY

Date

Date

Date

Date

end of document



**CHANGE ORDER PROPOSAL
BREAKDOWN OF COSTS**

PROJECT: **2106 - Maven Headquarters**

Date: 26-Jun-23

Change Order Proposal NO: 25

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Nothing called out for Cap in Contract Documents

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
GC	BP00	Coping at Pronghorn	1	ls				1,447		1,447	
GC	BP00	Project Administration	2	hr	100				200	200	
SUBTOTALS:								1,447	200	1,647	

NOTES: This COP covers the Coping for the parapet cap at the Pronghorn deck. This was an item that the original cap was VE'd but no replacement was implemented into the drawings.

ADD SUBTOTAL	\$	1,647
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	1,647
INSURANCE/BOND (1.375%)	\$	23
OH/PROFIT (10%)	\$	165
TOTAL COST	\$	1,834

ACCEPTED: **Wayne Kitchen**
Digitally signed by: Wayne Kitchen
 DN: CN = Wayne Kitchen email = w.kitchen@groathouse.com C = US O = Groathouse Construction
 Date: 2023.07.20 12:43:22 -06'00'

Architect/Engineer: *Jeff Bond*
Digitally signed by Jeff Bond
 Date: 2023.07.20 12:30:07 -06'00'

DATE: _____

DATE: _____

Owner: **Cade Maestas**
Digitally signed by Cade Maestas
 Date: 2023.07.20 12:24:25 -06'00' DATE: _____

SCHRADER METAL & DESIGN, INC.
 P.O. Box 1538
 2420 Sheridan Avenue
 CODY, WYOMING 82414

INVOICE **7326**

(307) 587-2288

TO Growthhouse Construction
1050 North Third St. - Suite A
LARAMIE, WY 82072

PHONE	DATE OF ORDER
ORDER TAKEN BY <u>Gene</u>	<u>2/20/23</u>
CUSTOMER'S ORDER NUMBER	
<input checked="" type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER	
<u>MAVEN HEADQUARTERS</u>	
JOB LOCATION	
<u>Lander, WY</u>	
JOB PHONE	STARTING DATE
	<u>2/21/23</u>

TERMS: Net due 10th of month following purchase (if credit is approved). Finance charge of 2% per month (annual rate of 18%) will be charged to all past due accounts.

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
3	sheets 4x10 24 ga. PREFINISHED - MATTE BLACK	112.00	336.00	Fabricate and install prefinished metal coping on top of short parapet around second floor outside patio deck where stone precast cap was deleted.
1/2	sheet 4x10 22 ga. galv.	116.00	58.00	Reference plan details 445/A401

FREIGHT AND OTHER CHARGES

TOTAL OTHER			
LABOR	HRS.	RATE	AMOUNT

Shop	4 ³ / ₄	56.00	266.00
Field	12 ³ / ₄	60.00	765.00

TOTAL LABOR		1,031.00
TOTAL MATERIALS		394.00
TOTAL OTHER		
SUBTOTAL		1,425.00
5.5% TAX		21.00
TOTAL		1,446.00

DATE COMPLETED through 3/31/23 TOTAL MATERIALS 394.00

Work ordered by Wayne Kitchen

Signature _____
 I hereby acknowledge the satisfactory completion of the above described work.

Thank You

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 8 day of August 2023, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Stephane and Sara Hefti, whose address is 2839 Sinks Canyon Road, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 407, 38 feet by 14 feet consisting of approximately 532 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for **fifteen (15) years** commencing on the 8 day of August, 2023, and terminating on the 31st day of December, 2038 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lessee shall pay to Lessor \$139.78 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this Lease shall be \$0.156

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

(2024 rate) per square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1st, then the first year shall be prorated on a daily basis. The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. **AIRCRAFT OWNERSHIP.** Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 407_

Plane Number: _____N706CF_____

Manufacturer: _____Mooney_____

Year/Make/Model: _____1963 M20E_____

Registered Owner(s): _____Stephane Hefti_____

Address of Lessee: _____2839 Sinks Canyon Rd_____

Business Phone of Lessee: _____N/A_____

Cell Phone of Lessee: _____970-275-3787_____

Email of Lessee: _____Sthefti@gmail.com_____

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

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

Routine owner aircraft maintenance and care are allowed.

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

- 18. **ADDRESSES FOR NOTICES.** All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Stephane hefti
Address: 2839 Sinks Canyon Rd
Email: Sthefti@gmail.com Phone: 970-275-3787

- 19. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to store an aircraft in the hangar for more than 45 days in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.

- 20. **ENVIRONMENTAL.** Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.

- 21. **TAXES.** Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.

- 22. **BREACH – OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.

- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.

- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.

- D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - (1) **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.

 - (2) **Termination.** If such payments are not made within thirty (30) days after said notice, this Lease and Lessee’s rights hereunder shall, at the election of Lessor, forthwith terminate.

23. **DEFAULT AND TERMINATION.**

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee’s address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.

- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.

- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

D. NON-DISCRIMINATION.

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

E. REQUIREMENTS OF THE UNITED STATES.

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

EASEMENT AND RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration that the City of Lander shall permit water user, or their heirs and assigns, to connect up to a 1-inch water tap to a single residence or building, to the City water system, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms, covenants and conditions contained hereinafter, KRISTINE L. ARTERY as Trustee under the KRISTINE L. ARTERY TRUST, dated February 7, 2001, a resident of Fremont County, Wyoming, hereinafter collectively referred to as GRANTOR, hereby grants, bargains, sells, transfers, delivers, warrants and conveys unto the CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as the GRANTEE, its successors, transferees and assigns, a perpetual easement for the use and purpose of constructing and operating underground utility lines and appurtenances therein and thereon as part of GRANTEE’S utility network and for such purpose the GRANTEE shall have the right to enter upon the easement hereinafter described, at any time GRANTEE may see fit and along the described easement to construct, inspect, maintain, alter, replace, repair, build, construct roads, and install utility lines and appurtenant facilities thereto or enlarge said pipe line and the right to convey water through such pipe lines, on, over, under, across the easement herein granted to GRANTEE, together with the right to excavate and refill ditches and trenches for the installation of the pipe lines and in addition for the repairs, maintenance, and replacement of said pipe lines and the right to remove trees, bushes, undergrowth, fences, structures, and any and all other obstacles and structures interfering with the location, construction and maintenance of said pipe line.

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

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

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

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

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

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

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

The GRANTOR, either personally or through her duly authorized representatives, has executed this Easement on the dates set out below, and certifies that she has read, understands, and agree to the terms and conditions of this Easement Grant.

DATED this ____ day of _____, 2023

STATE OF WYOMING }
COUNTY OF FREMONT } ss.

Subscribed and sworn to before me by KRISTINE L. ARTERY as Trustee under the KRISTINE L. ARTERY TRUST, dated February 7, 2001 on this _____ day of _____, 2023.

Witness my hand and official seal:

Notary Public
My Commission Expires _____

EXHIBIT A

DESCRIPTION of a 30 foot wide water line easement located in the SE1/4NW1/4, SW1/4NE1/4 & NW1/4SE1/4 of Section 8, Township 33 North, Range 99 West, of the 6th Principal Meridian, County of Fremont, State of Wyoming, more fully described as 15.0 feet on each side of the following centerline:

BEGINNING AT A POINT, said point being the Center One/Quarter corner of said Section 8; thence N 18°29'51" W a distance of 152.54 feet to a point, the POINT OF BEGINNING, which intersects the Northwesterly boundary of a deed recorded on 9/20/2001 as Document No. 2001-1223923 and former Chicago-Northwestern Railroad southeastern right-of-way.

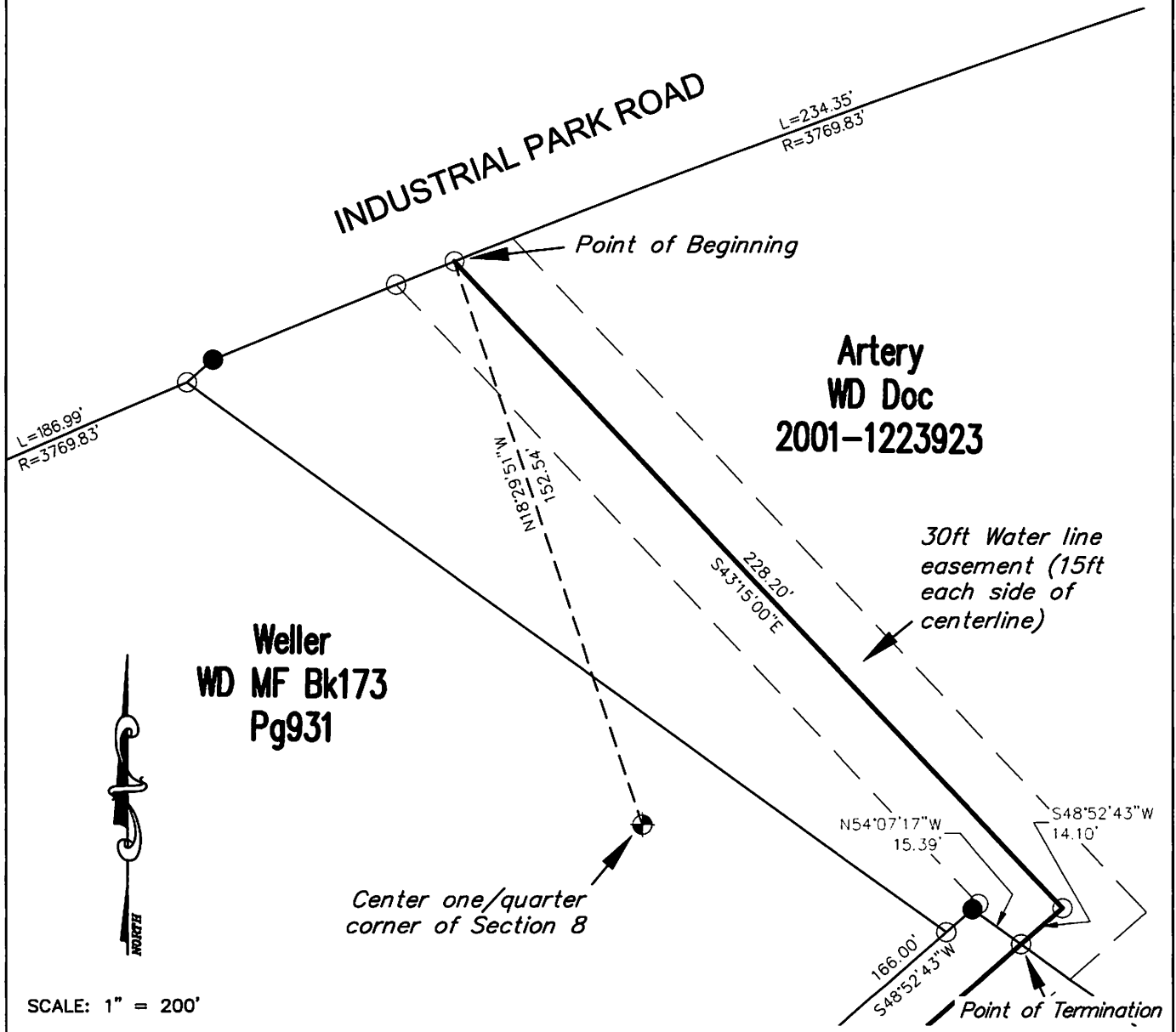
Thence leaving said right-of-way, S 43°15'00" E a distance of 228.20 feet to a point;

Thence S 48°52'43" W a distance of 14.10 feet to a point, that intersects the southwesterly boundary of said Document No. 2001-1223923, the POINT OF TERMINATION.

CONTAINING: 242.30 lineal feet or 0.17 acres of land, more or less. The sideline to extend or shorten to begin on the southeastern right-of-way of former railroad and end on the southwesterly boundary of Document No. 2001-1223923.

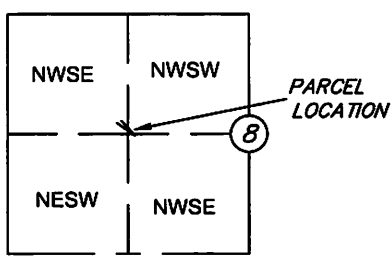
EXHIBIT-B

30' Water Line Easement ARTERY to City of Lander
within the: SE1/4NW1/4, SW1/4NE1/4, NW1/4SE1/4 & NE1/4SW1/4
of Sec. 8, T. 33 N, R. 99 W, 6th P.M., County of Fremont, WY



**Weller
WD MF Bk173
Pg931**

SCALE: 1" = 200'

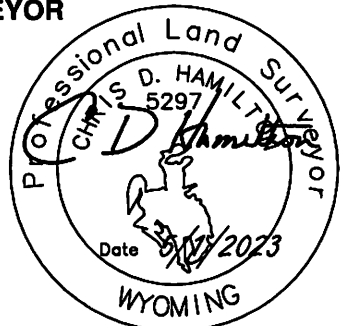


LOCATION MAP (NW1/4)

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF FREMONT)

I, Chris D. Hamilton,
Registered Professional
Land Surveyor in the State
of Wyoming, hereby state;
to the best of my
knowledge, information and
belief, that this map
represents the easement as
shown



May 11, 2023
Job# 122260

HAMILTON LAND SURVEYING, INC., 2204 N. 2nd St., Lander, WY 82520; phone: 307-349-4141

PARCEL 1

All that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming which lies northwest of the southeast right-of-way boundary of U.S. Highway No. 789, said boundary described as follows: Beginning at point no. 1, on the north line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ bearing S88°27'16"W a distance of 190.20 feet from the E $\frac{1}{2}$ corner of said Section 8; thence proceed along a curve to the right whose radius is 6630 feet and whose length is 772.98 feet to point no. 2 (chord between points no. 1 and 2 bears S47°20'34"W a distance of 769.32 feet); thence S44°01'00"W a distance of 225.00 feet to point no. 3, which point lies on the south line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and is the end of said boundary.

PARCEL 2

A tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming more particularly described as follows:

Beginning at point no. 1, an aluminum capped 5/8" steel rebar, which point bears S60°28'29"E a distance of 283.28 feet from the Center $\frac{1}{4}$ corner of said Section 8; thence proceed N43°42'00"E a distance of 824.16 feet, more or less, to point no. 2 and the southeast boundary of the old railroad boundary; thence proceed N71°08'00"E along the southeast boundary of said railroad a distance of 521.79 feet, more or less, to point no. 3; thence S01°14'55"E along the east boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 1138.48 feet to point no. 4; thence S40°45'24"W a distance of 1029.76 feet, more or less to point no. 5; thence S88°22'00"W along the south boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 380.42 feet to point no. 6; thence N20°35'00"E a distance of 333.30 feet to point no. 7; thence S88°22'00"W a distance of 804.65 feet to point no. 8, an aluminum capped 5/8" steel rebar; thence N36°40'00"E a distance of 1091.38 feet to point no. 1, the point of beginning.

PARCEL 3

Township 33 North, Range 99 West of the 6th Principal Meridian, Section 8 - A Portion of the SE $\frac{1}{4}$, more particularly described as follows: Beginning at Corner No. 1, the point of intersection of the northwesterly right-of-way line of Highway 789 and the west line of the SE $\frac{1}{4}$ of Section 8, which bears N. 1°05'W. a distance of 493.0 feet from the S $\frac{1}{4}$ Corner of said Section 8, thence proceed N. 1°05'W. along the west line of the SE $\frac{1}{4}$ of said Section 8, a distance of 97.73 feet to Corner No. 2,

which is a point in an old county road; thence proceed along said road N. 30°46'E. a distance of 685.06 feet to Corner No. 3; thence proceed along said road N. 40°45.4'E. a distance of 1309.16 feet, more or less, to Corner No. 4, a concrete monument; thence proceed S. 0°12'E. a distance of 103.3 feet to Corner No. 5; thence proceed N. 89°29'E. a distance of 168.68 feet to Corner No. 6 which is a point on the northwesterly right-of-way line of Highway 789; thence proceed along said highway right-of-way line S. 44°01'W. a distance of 147.35 feet to Corner No. 7, a concrete highway right-of-way monument marked "Sta 61+34"; thence proceed S. 59°56'W. a distance of 86.02 feet to Corner No. 8, a concrete highway right-of-way monument marked "Sta 60+53"; thence proceed along said right-of-way line S. 44°01'W. a distance of 1289.9 feet to Corner No. 9, the point of a tangency of a one degree curve at highway Sta 47+63.1; thence proceed along said highway right-of-way which follows a one degree curve to the left, to Corner No. 1 (Corner No. 1 bears S. 41°29.3'W. a distance of 584.06 feet from Corner No. 9), said parcel containing 5.19 acres, more or less.

2012-1359132

12/31/2012 02:26:31 PM Page: 2 of 3
 QUIT CLAIM DEED \$14.00 Kristy Artery
 Julie A Freese, Fremont County Clerk



PARCEL 4

All that portion of the N½NE½SE¼ of Section 8, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming which lies southeast of the southeast right-of-way boundary of U.S. Highway No. 789, said boundary described as follows: Beginning at point no. 1, on the north line of the N½NE½SE¼ bearing S88°27'16"W a distance of 190.20 feet from the E½ corner of said Section 8; thence proceed along a curve to the right whose radius is 6630 feet and whose length is 772.98 feet to point no. 2 (chord between points no. 1 and 2 bears S47°20'34"W a distance of 769.32 feet); thence S44°01'00"W a distance of 225.00 feet to point no. 3, which point lies on the south line of the N½NE½SE¼ and is the end of said boundary.

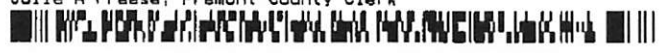
EXCEPTING the following two described tracts:

EXCEPTION 1: A tract of land lying in the NE½SE¼ Section 8, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, Beginning at Corner #1, whence the East ¼ corner of Section 8, T. 33 N., R. 99 W., bears North 0°2' East 273 feet, thence South 0°2' West 451 feet to Corner #2, the North East corner monument of the State Training School Farm, thence N. 88°27' West 684.5 feet along the north boundary of the said farm, to Corner #3, thence North 64°54' East 302.5 feet to Corner #4, thence North 58°30' East 112 feet to Corner #5, thence North 54°11' East 200 feet to Corner #6, thence North 49°58' East 200 feet to #1, the place of beginning.

EXCEPTION 2: A tract of land located in the NE½SE¼ of Section 8, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows: Beginning at Point No. 1, which is the E½ corner of said Section 8 (NE corner of NE½SE¼), thence proceed S. 0°35' E. along the East line of said NE½SE¼ a distance of 164.8 feet to Point No. 2, which is the point of intersection with the northerly right-of-way of old highway No. 789; thence proceed along said right-of-way line to Point No. 5 as follows: S. 47°52' W. a distance of 240.5 feet to Point No. 3 which is the P.C. of a circular curve to the right, the radius of which is 1392.7 feet; thence proceed around said curve to Point No. 4, the P.T. of said curve, the chord of said curve bears S. 56°38' W. a distance of 424.6 feet; thence S. 65°24' W., a distance of 250.0 feet to Point No. 5; thence proceed S. 80°21' W., a distance of 158.4 feet to Point No. 6, which point is on the southerly right-of-way line of the present Highway No. 789; thence proceed N. 44°01' E., along said right-of-way line a distance of 225.0 feet to Point No. 7; the P.C. of a circular curve to the right, the radius of which is 5630'; thence proceed around said curve to Point No. 8 which is on the

North line of said NE½SE¼; the chord of said curve bears N. 48°08.5' E., a distance of 785.1 feet, more or less, from Point No. 7 to Point No. 8; thence proceed N. 88°28' E., along the North line of said NE½SE¼, a distance of 173.8 feet, more or less, to Point No. 1, the point of beginning hereinbefore mentioned.

2012-1359132
12/31/2012 02:26:31 PM Page: 3 of 3
QUIT CLAIM DEED \$14.00 Kristy Artery
Julie A Freese, Fremont County Clerk



MICHAEL B. LEWIS, CPA
SARAH L. SWEENEY, CPA
LORIELLE MORTON, CPA
TIMOTHY R. FIXTER, CPA, CFE



ERIC ANDREWS, CPA
BRYAN BROWN, CPA

RICHARD F. FAGNANT, CPA
OF COUNSEL

August 1, 2023

The City of Lander
City Council and City Management
240 Lincoln
Lander, WY 82520

We are pleased to confirm our understanding of the services we are to provide the City of Lander for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Lander, as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Lander's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Lander's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.
- 3) GASB-required supplementary pension information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Lander's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining financial statements for nonmajor governmental funds.



Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Grant compliance.
- Identification of federal awards and expenditures.
- Proper accounting of fixed assets and project cost tracking as well as the associated funding sources.
- Reconciling and accounting for due to due from and transfer accounts.
- Controls over credit cards and documentation of expenditures.
- New debt arrangements and proper accounting of potential conduit debt arrangements.
- Revenue recognition.
- Identification and implementation of the new lease and subscription software accounting standards.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Lander’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Lander’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Lander’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in converting financial information from the cash basis of accounting to the modified accrual basis of accounting, full accrual basis of accounting for the government wide statements as well as in preparing the financial statements, schedule of expenditures of federal awards, completing the data collection form, calculating the unfunded pension liability as well as calculation of the related lease and subscription software present value schedules (using information you provide us), and related notes to financial statements for the City of Lander in conformity with U.S. generally accepted accounting principles based on information provided by you. You also have requested that we make corrections and bookkeeping entries to the City’s financials and workpapers as necessary to present the financial statements in accordance with GAAP if those circumstances are encountered as part of the audit. Additionally, our firm will provide Information Technology services to the City to the extent that it does not impair our independence. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, to federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

In certain cases, we may note certain areas that need to have additional work performed in order to bring the City’s financial statements in compliance with Generally Accepted Accounting Standards in the United States of America. These services are not part of the standard audit and will be billed at standard hourly rates. Management agrees to assume responsibility for these services and any related adjustments that are made since the information is provided by the City. Examples of these types of nonaudit services include: balancing transfers across funds, reconciling cash accounts, reconciling allocated cash accounts, reconciling capital projects that are paid for with multiple funding sources, posting prior year audit adjustments, reviewing individual grant files and calling granting agencies to determine if a single audit is required. These are some of the described services that will be billed at standard hourly rates and not part of the audit fee estimates as shown below.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the issuance of your report.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the

schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, debt, revenue, or other confirmations we request and will locate any documents selected by us for testing.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Summit West CPA Group, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Wyoming Department of Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Summit West CPA, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Wyoming Department of Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on a mutually agreeable date. Please note that if the City does not have the requested information provided to our firm prior to the agreed upon scheduled date which will force us to reschedule the audit you will have an increase in fee estimate below (25-30% is likely). Tim Fixter, CPA, CFE, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). We estimate that our gross fee, including expenses, will approximate \$68,000 – \$74,500 based on the additional projects, grant funds, potential conduit debt arrangements, subscription software contracts that have to be valued as leases, leasing arrangements, and work that needs to be performed in relation to those items. This is approximately a 0% -5% increase from the prior year.

It is also important to note that the fees above are estimates and do not constitute a fixed price contract. If difficulties are encountered during this year's audit forcing us to incur more time to reconcile bank accounts, fixed assets, transfers, allocated cash, transfers, post prior year adjustments, rolling fund balances, sorting our adjustments from different basis in accounting, perform additional testing on new systems the City has put in place, performing additional single audits under Uniform Guidance, determining what compliance requirements the City is subject to related to federal awards, and are provided an incomplete preparation guide by the City, etc., we will be unable to meet this estimate and the City will be billed for the additional time incurred to complete the engagement at standard hourly rates as noted above. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Lander and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SUMMIT WEST CPA GROUP, P.C.

Summit West CPA Group, P.C.
Lander, Wyoming

RESPONSE:

This letter correctly sets forth the understanding of the City of Lander.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

Report on the Firm's System of Quality Control

November 30, 2022

To the Partners of Summit West CPA Group, P.C. and
the Peer Review Committee of the Nevada Society of CPAs (NVCPA)

We have reviewed the system of quality control for the accounting and auditing practice of Summit West CPA Group, P.C. (the Firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Summit West CPA Group, P.C. in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Summit West CPA Group, P.C. has received a peer review rating of *pass*.



Brady, Martz and Associates, P.C.
Minot, North Dakota