



CITY OF LANDER REGULAR CITY COUNCIL MEETING

**Tuesday, April 08, 2025 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/82859962599?pwd=LL9psohXfFOOFJmwfLqJkAkLicJEQL.1>

Passcode:438236

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. COMMUNICATION FROM THE FLOOR

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

- A. Public Comment

4. MAYOR AND COUNCIL UPDATES

5. STAFF REPORTS

6. CONSENT AGENDA

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

- [A.](#) Approve March 11, 2025 Regular City Council Meeting Minutes
- [B.](#) Approve March 18, 2025 Special Work Session City Council Meeting Minutes
- [C.](#) Approve March 25, 2025 Lander City Council Work Session Minutes
- [D.](#) Approve Bills and Claims

7. NEW BUSINESS (NON-ACTION ITEMS)

- A. Eric Siwik Lander Volunteer Fire Department update

8. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve the second reading of Ordinance 2025-4, Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money By General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2025.
- B. Approve the third and final reading of Ordinance 2025-3 Qwest Corporation D/B/A Centurylink QC Franchise Agreement Granting a Franchise to Qwest Corporation D/B/A Centurylink QC on Behalf of Itself and its Affiliates ("Centurylink") To Operate and Maintain A Telecommunications System ("System") in The City of Lander, Wyoming.

9. NEW BUSINESS (ACTION ITEMS)

- A. Award Invitation to Bid #E0125 (3) 2025 Ford F 150 4x4s to the low bidder Fremont Motor Company in the total amount of \$124,197.00 for all three vehicles and authorize the Mayor to sign the Notice of Award and 3-2025 Ford F-150 4x4 Vehicles Purchase Agreement.
- B. Award Invitation to Bid #E0225 (2) 2025 Dodge Durango GT AWD vehicles to the low bidder Fremont Motor Company in the total amount of \$80,992.00 for two vehicles and authorize the Mayor to sign the Notice of Award and 2-2025 Dodge Durango GT AWD Vehicles Purchase Agreement
- C. Award Invitation to Bid #E0325 (2) 2025 Dodge Durango Pursuit vehicles to the low bidder Fremont Motor Company in the total amount of \$80,702.00 for two vehicles and authorize the Mayor to sign the Notice of Award and 2-2025 Dodge Pursuit AWD Vehicles Purchase Agreement.
- D. Award Invitation to Bid #E0425 one (1) 2025 4x4 Ram 3500 Cab Chassis to the low bidder Fremont Motor Company in the total amount of \$52,732.00 and authorize the Mayor to sign the Notice of Award and 2025 4x4 Ram 3500 Cab Chassis Purchase Agreement.
- E. Authorize Mayor to terminate WBC BRC grant for Table Mountain Living Community infrastructure
- F. Approve Resolution 1353, Revoking Resolutions 1203 and 1329, Removing the Authorization for the Lander Housing Authority to manage the Table Mountain Living Community Housing Project.
- G. Approve Wind River Visitor Council's FY 2025 2026 Budget
- H. Authorize renewal of employee health insurance plan administered through Wyoming Educators Benefit Trust (WEBT) and authorize the Mayor to sign Employer Selection and Employer/Employee Contribution Split for FY 2025 2026
- I. Approve S-25.01 Replat of Trosper's Addition, Block 116 Lots 15&16
- J. Authorize Mayor to sign alley encroachment license for Trosper's Addition replat S 25.01
- K. Authorize renewal of Local Government Liability Pool liability insurance coverage FY 2025 2026 in the amount of \$41,727.00.
- L. Approve and authorize the Mayor to sign Amendment One to Project Agreement Lander Well and Transmission Pipeline 2021, increasing the appropriation and extending the reversion date.
- M. Authorize the Mayor to sign the memorandum of Understanding Between Wyoming Department of Health , Behavioral Health Division, Wyoming Life Resource Center and City of Lander

- [N.](#) Authorize the Mayor to sign Contract#246679 Mineral Royalty Grant Agreement Between State of Wyoming, Office of State Lands and Investments and City of Lander MRG Grant 25006 for Flood Protection Design not to exceed \$300,000.00.
- [O.](#) Approve and authorize the Mayor to sign Change Order No. 1 for the Macfarlane Utilities Project increasing the contract price \$57,925.00.
- [P.](#) Authorize the Mayor to sign the Lander Facilities Master Plan Assessment for professional services in the amount of \$36,700.
- Q. Accept resignation of Kristin Yanonne from the Planning Commission
- [R.](#) Accept and authorize the Mayor to sign the Fixed Property Damage Release for Claim Number 24-870798462 for \$4,227.43 (original claim amount \$4,326.74/\$99.31 difference) for utility pole damage.
- S. Appointment of Interim Lander Police Chief, Kelly Waugh, and Administration of Oath of Office effective April 19, 2025.
- T. Authorize the removal of Chief Peters from the Police Department itinerant fund

10. ADJOURNMENT

Upcoming Council Meetings:

Special Meetings:

6:00 PM Tuesday April 15, 2025 City Council Chambers (Interview Ward 2 Council Applicants)

6:00 PM Tuesday April 22, 2025 City Council Chambers (Appoint Ward 2 Council Applicants)

6:00 Tuesday May 20, 2025 City Council Chambers (If needed)

Regular Meetings:

6:00 PM Tuesday May 13, 2025 City Council Chambers

6:00 PM Tuesday June 10, 2025 City Council Chambers

Work Sessions:

6:00 Tuesday April 22, 2025 City Council Chambers

6:00 Tuesday May 27, 2025 City Council Chambers

All meetings are subject to cancellation or change.

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, March 11, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

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

2. **APPROVAL OF AGENDA**

Motion made by Council Member Larsen, seconded by Council Member Cox.

Discussion: Mayor Pro Tem Stuble stated four amendments to the agenda are needed: 1. Under #11 New Business Action Items Tami Hitschew needs to be removed from the Municipal Court account; 2. Police Captain Kelly Waugh needs to be added to the itinerant account; 3. Under #8 New Business Non-Action items the order of A and B should be reversed so that Mayor White is sworn in before the corporal's swearing-in ceremony; and 4. Under #11 New Business Action Items G should be removed.

Council Member White moved to approve the proposed amendments, seconded by Council Member Cox. Council Members Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Members Voting Yea to approve the agenda as amended: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

3. **PUBLIC HEARING** ORDINANCE 2025-4 FIXING AND DETERMINING THE MILL LEVY NECESSARY TO BE LEVIED TO RAISE SUFFICIENT MONEY BY GENERAL TAX TO MEET THE CURRENT EXPENSES OF THE CITY OF LANDER FOR THE FISCAL YEAR COMMENCING JULY 1, 2025,

- A. Mayor Pro Tem Stuble opened the hearing at 6:03 PM
- B. City Treasurer Charri Lara read proposed Ordinance 2025-4 into the record.
- C. Public Comment: None.
- D. Mayor Pro Tem Stuble closed the hearing at 6:04 PM

4. **COMMUNICATION FROM THE FLOOR**

A. Public Comment

Charles Woolwine will save his comments until the next meeting.

Christina George addressed the council advocating for a clear police department social media policy in response and concern to a recent post on their social media. She also expressed concern about the length of delay in the LPD response.

Joseph Lopez requested an update concerning the construction and progress of flood mitigation construction and a potential wall.

5. **MAYOR AND COUNCIL UPDATES**

Council Member Larsen provided updates on the Popo Conservation District, the Solid Waste Board and thanked Julia Stuble for serving as Mayor Pro Tem.

Council Member White provided updates on the Nordic Ski Team and on air service.

Council Member D Hahn will save his comments for the next meeting.

Council Member Cox provided updates on the Golf Course, LEDA, the Community Services Block Grant, and the Chamber.

Mayor Pro Tem Stuble provided a Tree Board and ordinance update.

6. STAFF REPORTS

Chief of Police Scott Peters commented that the early police department statistics are done and will be presented soon.

Public Works Director Lance Hopkin provided project updates on the Tank and Pump Station, McFarlane Drive, Lincoln Street and Bishop Randall. He will present infrastructure improvements and future planning in a future meeting. Additionally, he provided a city park and flood mitigation update.

Assistant Mayor RaJean Strube Fossen reported on last week's successful open house. The next one will be in August. The next work session will address strategic planning. She explained the FCAG survey concerning key services.

City Treasurer Charri Lara discussed the recent legislation reducing property taxes and potential lost revenue.

City Clerk Rachelle Fontaine commented that in April the City will be seeking Requests for Proposals for Insurance Services to commence July 1, 2025, Reduced Utility Services applications are due in April. Thirty-six letters were sent to current participants, which is six more than the previous year. She is reaching out to all employees to review I9 information including City Council Members. I have drafted a 2025 Guide for Ward 2 City Council Candidates as well as an application. The vacancy seeking Letters of Interest and an application will be published in the Lander Journal and on social media as well. The Guide and Application form are available at landerwyoming.org and at City Hall.

7. NEW BUSINESS (ACTION ITEMS)

- A. Accept the resignation of Council Member White
- Motion made by Council Member Larsen and seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Council Member White abstained. Motion passed.

8. NEW BUSINESS (NON-ACTION ITEMS)

- A. Lander Police Department Corporal Swearing In Ceremony
- Chief Scott Peters administered the oath and swore in Jacob Halsmer and David Milovich as Lander Police Department Corporals.
- B. Administer Oath of Office to Mayor White
- City Attorney Phillips administered the mayoral oath of office to Missy White.

9. CONSENT AGENDA

- A. Approve Special Regular February 25, 2025, City Council Meeting Minutes
- B. Approve Work Session February 25, 2025, City Council Meeting Minutes
- C. Approve Bills and Claims

WATER REFUNDS WATER REFUNDS 200,WATER REFUNDS WATER REFUNDS 106.88,LANDER FREE MEDICAL ECONOMIC DEVELP PROJECTS 2841.96,CENTRAL BANK & TRUST MEETING EXPENSE 585.25,CITY SERVICE VALCON FUEL 27077.18,MASTERCARD SUPPLIES 100.17,MASTERCARD PROFESSIONALS 249,MASTERCARD SUPPLIES 80,MASTERCARD SUPPLIES 148.99,MASTERCARD SUPPLIES 553.3,MASTERCARD FUEL 56.8,MASTERCARD SUPPLIES 40,MASTERCARD SUPPLIES 356.68,MASTERCARD TELEPHONE 1092.08,MASTERCARD SUPPLIES 8.19,MASTERCARD SUPPLIES 59.99,MASTERCARD SUPPLIES 114.59,MASTERCARD FUEL 54.58,MASTERCARD MEETING EXPENSE 23.99,MASTERCARD SUPPLIES 20,MASTERCARD WAM CONVENTION EXPENSES 268,MASTERCARD OPERATIONS AND MAINTENANCE 396.97,MASTERCARD OPERATIONS AND MAINTENANCE 43.12,MASTERCARD OPERATIONS AND MAINTENANCE 21.98,MASTERCARD OPERATIONS AND MAINTENANCE 97.67,MASTERCARD OPERATIONS AND MAINTENANCE 116.13,MASTERCARD SUPPLIES 47.06,MASTERCARD OPERATIONS AND MAINTENANCE 23.99,MASTERCARD OPERATIONS AND MAINTENANCE 54.75,MASTERCARD OPERATIONS AND MAINTENANCE 37.78,MASTERCARD CONCESSIONS 14.38,MASTERCARD TRAVEL 321.5,MASTERCARD ADVERTISING 3826.51,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD WW LAB/TESTING 645,MASTERCARD CONCESSIONS 354.95,MASTERCARD OPERATIONS AND MAINTENANCE 265,MASTERCARD OPERATIONS AND MAINTENANCE 67.9,MASTERCARD TRAVEL 40,MASTERCARD FUND EQUIPMENT REPLACEMENT - 156.42,MASTERCARD CONCESSIONS 806.35,MASTERCARD OPERATIONS AND MAINTENANCE 101.16,MASTERCARD WW LAB/TESTING 345,MASTERCARD EMPLOYEE BENEFIT 40.9,MASTERCARD EMPLOYEE

BENEFIT 55.26,MASTERCARD BUILDING MAINTENANCE 864,MASTERCARD OPERATIONS AND MAINTENANCE 31.49,MASTERCARD OPERATIONS AND MAINTENANCE 22.47,MASTERCARD BUILDING MAINTENANCE 22.6,MASTERCARD TOOLS & SHOP SUPPLIES 135,MASTERCARD OPERATIONS AND MAINTENANCE 44.07,MASTERCARD VEHICLE REPAIR 245.08,MASTERCARD SUPPLIES 423.96,MASTERCARD SUPPLIES 24.04,MASTERCARD BUILDING MAINTENANCE 36.2,MASTERCARD SUPPLIES 38.37,MASTERCARD SUPPLIES 337.95,MASTERCARD OPERATIONS AND MAINTENANCE 30.32,MASTERCARD TRAVEL 304,MASTERCARD WW LAB/TESTING 225,MASTERCARD OPERATIONS AND MAINTENANCE 231.91,MASTERCARD ADVERTISING - 199,MASTERCARD TUITION & REGISTRATION 476,MASTERCARD OPERATIONS AND MAINTENANCE 135.59,MASTERCARD TUITION & REGISTRATION 136,MASTERCARD BUILDING MAINTENANCE 42.8,MASTERCARD OPERATIONS AND MAINTENANCE 72.47,MASTERCARD SPECIAL PROGRAM 596,MASTERCARD WW LAB/TESTING 270,MASTERCARD OPERATIONS AND MAINTENANCE 534.87,MASTERCARD OPERATIONS AND MAINTENANCE 275.49,MASTERCARD OPERATIONS AND MAINTENANCE 25.99,MASTERCARD COMMUNITY DEVELOPMENT 234.15,MASTERCARD WATER SAMPLES TESTING 179,MASTERCARD SUPPLIES 100.48,MASTERCARD WAM CONVENTION EXPENSES 402,MASTERCARD ICE SKATING 193.62,MASTERCARD FIRE EQUIPMENT MAINTENANCE 56.67,MASTERCARD FUEL 60.08,MASTERCARD MEETING EXPENSE 32.87,MASTERCARD BUILDING MAINTENANCE 96.28,MASTERCARD WATER UTILITY BILLING 691.05,MASTERCARD TELEPHONE & INTERNET 135.86,MASTERCARD SHOP SUPPLIES 50,MASTERCARD WATER UTILITY BILLING 694.87,MASTERCARD VEHICLE REPAIR 2.91,MASTERCARD REPAIRS 6.81,MASTERCARD SUPPLIES 198.14,MASTERCARD VEHICLE REPAIR 152.99,MASTERCARD SUPPLIES 209.06,MASTERCARD SUPPLIES 33.59,MASTERCARD EMPLOYEE BENEFIT 35.05,MASTERCARD TOWING 195,MASTERCARD FUEL 75.44,MASTERCARD TELEPHONE & INTERNET 938.93,MASTERCARD TELEPHONE 1039.91,MASTERCARD TELEPHONE & INTERNET 1655.5,MASTERCARD TRASH COLLECTION 2285.61,MASTERCARD REPAIRS 29.97,MASTERCARD SUPPLIES 299,MASTERCARD BUILDING MAINTENANCE 16.99,MASTERCARD INVESTIGATIVE FUNDS 270,MASTERCARD PROF FEES COMPUTER 35,MASTERCARD TURF & GROUNDS MAINTENANCE 1418,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD BUILDING MAINTENANCE 80.74,MASTERCARD VEHICLE REPAIR 79.95,MASTERCARD SUPPLIES 122.63,MASTERCARD BUILDING MAINTENANCE 213.56,MASTERCARD VEHICLE REPAIR 80.6,MASTERCARD TURF & GROUNDS MAINTENANCE 908.02,MASTERCARD SUPPLIES 134.57,MASTERCARD POSTAGE 6.25,MASTERCARD PROF FEES COMPUTER 6.77,MASTERCARD PROF AND CONSULTING 154.35,MASTERCARD TELEPHONE & INTERNET 1706.4,MASTERCARD POSTAGE 9.2,MASTERCARD TURF & GROUNDS MAINTENANCE 621,MASTERCARD SUPPLIES 175.9,MASTERCARD UNIFORMS 95,MASTERCARD PROF AND CONSULTING 1.29,MASTERCARD REC. EQUIPMENT 8500,MASTERCARD SUPPLIES 199,MASTERCARD TOWING 150,MASTERCARD TURF & GROUNDS MAINTENANCE 811.5,MASTERCARD VEHICLE REPAIR 40.15,MASTERCARD TURF & GROUNDS MAINTENANCE 1027.03,MASTERCARD POSTAGE 10.5,MASTERCARD VEHICLE REPAIR 32.04,MASTERCARD UNIFORMS 82.93,MASTERCARD VEHICLE REPAIR 12.56,MASTERCARD OPERATIONS AND MAINTENANCE - 4.05,MASTERCARD VEHICLE REPAIR 26.51,MASTERCARD NEW ASSETS 115.21,MASTERCARD VEHICLE REPAIR 26.09,MASTERCARD VEHICLE REPAIR 20.48,MASTERCARD TRAVEL 8.99,MASTERCARD VEHICLE REPAIR 376.54,MASTERCARD VEHICLE REPAIR 69.62,MASTERCARD VEHICLE REPAIR 354.18,MASTERCARD VEHICLE REPAIR 829.39,MASTERCARD UNIFORMS 91.78,MASTERCARD INVESTIGATIVE FUNDS 5.88,MASTERCARD SUPPLIES/TOOLS & EQUIP 5.17,MASTERCARD VEHICLE REPAIR 348.65,MASTERCARD SHOP SUPPLIES 41.38,MASTERCARD OPERATION/ MAINTENANCE STREETS 149.38,MASTERCARD FUEL -0.4,MASTERCARD VEHICLE REPAIR 80.6,MASTERCARD SUPPLIES/TOOLS & EQUIP 5.69,MASTERCARD UNIFORMS 31.63,MASTERCARD VEHICLE REPAIR 17.74,MASTERCARD INVESTIGATIVE FUNDS 69.63,MASTERCARD VEHICLE REPAIR -18,MASTERCARD PROF. & TECHNICAL SERVICE 63.28,MASTERCARD TRAVEL 23.99,MASTERCARD UNIFORMS 971.84,MASTERCARD VEHICLE REPAIR 218.57,MASTERCARD OPERATION/ MAINTENANCE STREETS 11.96,MASTERCARD UNIFORMS 45.88,MASTERCARD VEHICLE REPAIR 137.77,MASTERCARD VEHICLE REPAIR 77.47,MASTERCARD VEHICLE REPAIR -67.89,MASTERCARD VEHICLE REPAIR 17.11,MASTERCARD SUPPLIES 12,MASTERCARD UNIFORMS 183.94,MASTERCARD VEHICLE REPAIR 63.8,ROCKY MOUNTAIN POWER ELECTRICITY 22454.91,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 1000,CITY SERVICE VALCON FUEL 22587.88,POSTMASTER POSTAGE 5000,WATER REFUNDS WATER REFUNDS 66.46,WATER REFUNDS WATER REFUNDS 193.12,WATER REFUNDS WATER REFUNDS 7.81,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 5000,ALSCO LINENS 448.64,ALSCO SUPPLIES 35.17,ALSCO LINENS 180.88,ARDURRA GROUP INC TAXIWAY 38966.25,AUSTIN SHIELDS COMMUNITY CENTER MAINTENANCE 925,AXON ENTERPRISE TUITION & REGISTRATION 17937.6,AYRES ASSOCIATES INC PROF AND CONSULTING 19219.2,B & T FIRE EXTINGUISHERS OFFICE EQUIP SUPPLIES & MAINT 369,B & T FIRE EXTINGUISHERS BUILDING MAINTENANCE 209.5,BADGER METER INC METER REPLACEMENT 326.5,BILL JONES PLUMBING & HEAT METER REPLACEMENT 110,BILL JONES PLUMBING & HEAT METER REPLACEMENT 722.45,BOBCAT OF THE BIG HORN BASIN INC VEHICLE REPAIR 336.03,CITY PLUMBING & HEATING BUILDING MAINTENANCE 617.53,CITY PLUMBING & HEATING BUILDING MAINTENANCE 95,CITY PLUMBING & HEATING OPERATION/ MAINTENANCE STREETS 373.56,CODY ENTERPRISE LLC ADVERTISING 302.4,DEALERS ELECTRICAL SUPPLY MAIN STREET REPAIR 255.36,DOWL BALDWIN CREEK/9TH 2716.5,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 65,FASTENAL VEHICLE REPAIR 186.68,FASTENAL SHOP SUPPLIES 186.68,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 418,FLEX SHARE BENEFITS FLEX SHARE FEES 271.95,FREMONT COUNTY CLERK ELECTION FEES 401.13,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18195.05,FREMONT COUNTY TREASURER PRISONER CARE 3465,FREMONT COUNTY TREASURER PRISONER CARE 3245,HDR ENGINEERING INC PROFESSIONAL FEES 8227.5,HDR ENGINEERING INC PROFESSIONAL FEES 5780,HDR ENGINEERING INC PROFESSIONAL FEES 15050,HDR ENGINEERING INC

STORAGE TANK REPLACEMENT 13479.57,HDR ENGINEERING INC PROF AND CONSULTING 11102.5,HDR ENGINEERING INC PROFESSIONAL FEES 412.5,HDR ENGINEERING INC PROFESSIONAL FEES 2716.5,HDR ENGINEERING INC PROFESSIONAL FEES 1387.5,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 6132.5,HIGH COUNTRY CONSTRUCTION STORAGE TANK REPLACEMENT 96932.17,INQUIREHIRE EMPLOYEE SCREENING 42.8,INQUIREHIRE EMPLOYEE SCREENING 32.1,LACAL EQUIPMENT INC EQUIPMENT REPAIR 4079.36,LANDER JOURNAL SUPPLIES 65,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 1231.11,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 2295,LARA CHARRI TRAVEL 509.79,METRON FARNIER METER REPLACEMENT 133118.82,MOTOROLA SOLUTIONS INC BUILDING MAINTENANCE 1488.48,MPK&D LLC PROF AND CONSULTING 3105,NORCO INC SHOP SUPPLIES 100.75,"OFFICE SHOP, INC." SUPPLIES 60.73,"OFFICE SHOP, INC." FUND EQUIPMENT REPLACEMENT 6990,O'REILLY AUTO PARTS REPAIR AND MAINTENANCE SERVICE 37.99,RDO EQUIPMENT CO VEHICLE REPAIR 63.43,REWORX PROF AND CONSULTING 5370,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 2820.5,RIVERTON RANGER INC SUPPLIES 65,ROCKY MOUNTAIN AUTOMATIC DOORS LLC BUILDING MAINTENANCE 2025,STRIKE CONSULTING GROUP PROF AND CONSULTING 25312.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 3063.75,STRIKE CONSULTING GROUP MCFARLANE DRIVE 3422.5,STRIKE CONSULTING GROUP FARTHING SLIP PROJECT 13261.25,STRIKE CONSULTING GROUP FLOOD DAMAGE REPAIR - FEMA 1595,SUMMIT FIRE & SECURITY COMMUNITY CENTER MAINTENANCE 387.5,SUMMIT FIRE & SECURITY REPAIRS 387.5,SUMMIT FIRE & SECURITY FIRE EXTINGUISHER MAINTENANCE 334.75,"SUMMIT WEST CPA GROUP, P.C." PROF. & TECHNICAL SERVICE 1876.57,SWEETWATER AIRE BUILDING MAINTENANCE 123.1,TEAM LABORATORY CHEM LLC OPERATION/ MAINTENANCE STREETS 191.25,TEAM LABORATORY CHEM LLC WW- OPERATIONS & MAINTENANCE 3546.5,WALLER TECIA COMMUNITY CENTER MAINTENANCE 4400,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 2404.48,WHITING LAW PC PROFESSIONALS 210,WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 3925,WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 6660,WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 3547.5,WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 975,WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 6897.5,WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 3947.5,WIND HOSTING PROF AND CONSULTING 50,WYDOT - FINANCIAL SERVICES FUEL 6234.06,WYDOT - FINANCIAL SERVICES MISC SMALL STREET REPAIRS 43.29,WYOMING ASSN OF RURAL WATER TUITION & REGISTRATION 790,WYOMING ASSN. OF MUN. TUITION & REGISTRATION 105,WYOMING FIRST AID & SAFETY SUPPLY SAFETY EQUIP & SUPPLIES 821.29,WYOMING LIVESTOCK ROUNDUP COMMUNITY DEVELOPMENT 149.5,WYOMING LIVESTOCK ROUNDUP COMMUNITY DEVELOPMENT 408,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 637.5,ROCKY MOUNTAIN POWER NEW ASSET 2872,ROCKY MOUNTAIN POWER NEW ASSET 12712,ROCKY MOUNTAIN POWER NEW ASSET 10958 ,ROCKY MOUNTAIN POWER 10.40-PARTTIME WAGES MUNICIPAL COURT 1119.83, PARKS 3252.00, POLICE 1760.00, AFLAC 467.29, CSSW 1,554.50, Colonial 232.55, Payroll Taxes 82,224.40, Def Comp 7,115, Flexshare 1191.67, Trustmark 379.66, WEBT 84054.12, Workers Compensation 5199.23, WRS 61043.53.

- D. Approve and authorize the Mayor to sign Amendment One to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander DWSRF#194
- E. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander CWSRF#125
- F. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander CWSRF#141
- G. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander CWSRF#142
- H. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander DWSRF#128
- I. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander DWSRF#180

Motion made by Council Member Cox and seconded by Council Member Stuble.

DISCUSSION; Council Member Cox inquired about the math in the amendments. Treasurer Lara explained and clarified the changes.

Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn and Mayor White. Motion passed.

10. OLD BUSINESS (ACTION ITEMS)

- A. Approve second reading Ordinance 2025 3 CenturyLink Franchise

Motion made by Council Member Larsen and seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn and Mayor White. Motion passed.

11. NEW BUSINESS (ACTION ITEMS)

- A. Authorize the Removal of Tami HitsheW from the Municipal Court account.

Motion made by Council Member Stuble, seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn and Mayor White. Motion passed.

- B. Authorize the addition of Captain Kelly Waugh to the itinerant account.

Motion made by Council Member D Hahn, seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn and Mayor White. Motion passed.

- C. Approve First Reading Ordinance 2025-4 AN ORDINANCE FIXING AND DETERMINING THE MILL LEVY NECESSARY TO BE LEVIED TO RAISE SUFFICIENT MONEY BY GENERAL TAX TO MEET THE CURRENT EXPENSES OF THE CITY OF LANDER FOR THE FISCAL YEAR COMMENCING JULY 1, 2025.

Motion made by Council Member Larsen and seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn and Mayor White. Motion passed.

- D. Authorize Mayor White as a signatory on all City of Lander Accounts

Motion made by Council Member Cox and seconded by Council Member Stuble. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Mayor White abstained. Motion passed.

- E. Adopt Housing Authority bylaws updated February 18, 2025

Motion made by Council Member Cox and seconded by Council Member D Hahn. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn and Mayor White. Motion passed.

- F. Authorize the Mayor to sign the updated MOU between the City of Lander and the Lander Economic Development Association.

Motion made by Council Member D Hahn and seconded by Council Member Cox.

DISCUSSION: Council Member D Hahn stated Line 2 currently reads "city will allow LEDA to present a budget request utilizing funds from the Wyoming Business Council Revenue recapture projects during the annual budget process." The proposed amendment would read "the city will allow LEDA to present a budget request, including an amount in excess of Wyoming Business Council Revenue recapture during the annual budget process."

Council Member Cox moved to approve the amendment language as presented, seconded by Council Member D Hahn. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Motion made by Council Member Larsen, seconded by Council Member Stuble to approve the MOU as amended. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- G. Authorize Mayor to sign contract for services with Ardurra Group Inc. for Design and Bidding Services for the Popo Agie River Park Entrance Development project in the amount of \$71,400

Motion made by Council Member Cox and seconded by Council Member Larsen. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- H. Approve and authorize the mayor to sign 307 Shredding LLC Confidential Document Destruction Agreement

Motion made by Council Member Cox and seconded by Council Member D Hahn. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- I. Authorize Mayor to issue a Notice to Proceed to Alexander Excavation, Inc. for the Bishop Randall Water and Paving Improvements

The motion was made by Council Member D Hahn and seconded by Council Member J Hahn. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- J. Authorize Mayor to sign engagement letter with Holthouse Appraisal Group for land appraisal for CDBG Popo Agie River Park Jefferson Street grant

Motion made by Council Member Stuble and seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- K. Authorize the Mayor to sign Subscription Service Agreement between QTPOD, LLC and City of Lander Hunt Field Airport

Motion made by Council Member D Hahn and seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

12. EXECUTIVE SESSION Litigation

Motion to adjourn to Executive Session made by Council Member Larsen, seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed. Executive Session entered at 7:16 PM.

Motion to adjourn the Executive Session made by Council Member Cox and seconded by Council Member D Hahn. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed. Executive Session adjourned at 7:20 PM.

13. ADJOURNMENT

Motion made by Council Member Larsen and seconded by Council Member Cox. Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 7:21 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

The entire meeting is available to view at <https://www.landerwyoming.org/meetings/recent> OR <https://www.youtube.com/@CityofLander>.

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		
	SPECIAL CITY COUNCIL MEETING		
	Tuesday, March 18, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. NEW BUSINESS (NON-ACTION ITEMS)

The meeting commenced at 6:00 PM. COUNCIL MEMBERS PRESENT: John Larsen, Josh Hahn, Melinda Cox, Julia Stuble, and Mayor White. COUNCIL MEMBERS ABSENT: Dan Hahn. STAFF PRESENT: City Clerk Rachelle Fontaine.

A. Strategic Planning

Kristin Gunther facilitated a strategic planning work session. Discussion topics included: the City's Mission and Vision, council and mayoral leadership definitions, an overview of the strategic planning process including the value of a strategic plan, identifying key inputs (public meetings, surveys, and the planning processes. The Task for the meeting was identified as defining what new ideas should be reflected in an updated plan, what carries over to the new/updated plan, and plan implementation. Desired outcomes include setting clear goals, creating a united path forward for community and city staff, and creating a deliberate rather than procedural approach to planning.

Discussion concerning the City’s strengths and weaknesses ensued. Strengths included committed staff, talented department heads, day-to-day management, fiscal responsibility, community-centered approaches, improved community communications and strategic planning priorities. Concerns were expressed from a budgetary standpoint about helpers/assistants and increased staff positions. City weaknesses included: uncertain financial future, budget cuts and impact on essential services, maintaining community communications, clarity and flow of accurate information, lack of shared understanding of economic development, the current structure of government, and infrastructure challenges, including deferred maintenance. Communication between staff and council was discussed, with ideas for potential improvement. Discussion concerning the loss of tax revenue and number of non-profits. At approximately an hour and ten minutes into the meeting video/audio recording was switched to audio only due to technical difficulties. The strategic planning priorities survey indicated that infrastructure was the highest priority. The council desires continuing discussions and review of strategic planning throughout the year, actionable issues, and items the council can affect and control. The meeting concluded by discussing priorities with budget constraints and changes in mind, including exploring other funding mechanisms, organizational structure, succession planning, recruiting, and potentially creating a charter ordinance and or a city manager as opposed to a strong mayor. There was a consensus that the City needs to be mindful of not spending more and stay within its means. Kristin will provide a framework for the council and staff to use moving forward.

2. ADJOURNMENT

Being no further business to come before the council, the meeting was adjourned at 8:00 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

The meeting is available to view/listen to at <https://www.landerwyoming.org/meetings/recent> OR <https://www.youtube.com/@CityofLander>.

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	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, March 25, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor Pro Tem Stuble led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCIL MEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, and Mayor Missy White via Zoom. COUNCIL MEMBERS ABSENT: Melinda Cox. STAFF PRESENT: Police Chief Scott Peters, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Clerk Rachelle Fontaine.

2. **MAYOR AND COUNCIL UPDATES**

Council Member Larsen thanked staff for filling potholes. Popo Conservation District is busy. Solid Waste no updates.

Mayor White reported that LEDA did not have a quorum last week and is rescheduling She is in Washington DC, advocating for Rural America funding.

Mayor Pro Tem Stuble has returned to the Energy and Efficiency Task Force as a liaison. She commented that there are scheduling conflicts with the School Board meetings, making it difficult for liaisons to attend the School Board meetings. The Council may consider whether or not there's a need for a School Board liaison from the Council or if any issues could be addressed between staff. When the new Ward 2 Council person is appointed, there might be more reorganization. A couple of tree Board representatives and city staff met today to review the new ordinance that the Board had compiled from the 3 that we have right now that are contradictory and redundant. Hopefully, this proposed ordinance will be discussed on the April 22, second work session. Lastly, the Tree Board and the Popo Agie Conservation District will be at the Garden Expo

3. **STAFF REPORTS**

City Clerk Rachelle Fontaine provided hiring updates for the City Treasurer and Summer Seasonal positions. She explained that the City is testing the Zoom Webinar platform to stream and record council meetings.

4. **NEW BUSINESS (NON-ACTION ITEMS)**

A. Ann Clement Wyoming 2-1-1 presentation

Ann Clement Executive Director, Wyoming 2-1-1 presentation. She provided a broad overview of the program and services Wyoming 2-1-1 provides. This program was designed to help people having a personal emergency. They provide Wyoming specific referral program for resources for a wide variety of issues, including food, housing, mental health, tax filing, aging, disabilities, kinship care, and guardianship. They have a call center and website.

B. Hattie Calvert, Assistant Director of Juvenile Justice Services of Fremont County, citation data presentation and budget request discussion for fiscal year 2025-2026.

Hattie Calvert, Assistant Director of Juvenile Justice Services of Fremont County citation data presentation and budget request discussion for fiscal year 2025-2026. In 2024 they assisted with 112 citations; 24 were municipal citations generally not requiring their supervision. Last year, they conducted 72 intakes. They have 60 citations in 2025 citations through the end of February. Their biggest costs are substance-related charges due to the supervision and drug testing costs. They are constantly seeking community service partnerships. There has been an increase in citations for the younger population. The biggest citation group comes from 15-year-olds, with some as young as 12. Alcohol citations are higher this year as well. The program will be requesting \$35,000 in funding again this year (FY 2025-2026).

C. Capital Improvement Project Update

Public Works Director/ City Engineer Lance Hopkin presented a Capital Improvement Project update for projects completed and planned for 2000-2028. Projects from 2000-2015 included the

Smith Water Line, Riverview Water Line, Third Street Slip Lining, Landslide Mitigation Below Buena Vista, Community Center Rebuild, and Wastewater Lagoons. In 2015 there were numerous challenges to infrastructure projects including a failing water system due to pressure spikes over 160 PSI and over 25 water breaks a year, failing sewer system, failing roads with less than \$40,000 in the street replacement fund, paving and crack sealing equipment had been sold, dated building and equipment. From 2015 forward the City has set goals to create plans for repair/replace, leverage local funding for grant awards, use the optional 1% funds effectively, and hire the right staff to help execute the plans. Sewer/Sewer Ponds updates include spending over \$1,000,000 to clean B Pond, 12 million gallons per day peak flow infiltration and inflow, open jointed pipe, failed under water air system and ponds were septic, DEQ and the EPA were forcing ponds to be fixed. Today the water tests in our discharge tests are consistently cleaner than the stream water, Ecoli numbers are down to the single digits, there is no need for UV or chlorine, the city is gaining capacity through digestion, and the city has been able to focus on infiltration and inflow and street infrastructure projects. Improvements include the sewer line from Wyoming Street to the hospital, the waterline on Wyoming street, 4th street sewer lining and reconstruction, 2nd street sewer lining and reconstruction, Eugene Street. The Water System was in failure in 2015. The city was leaking over 25,000 gallons a day, fire flow, pressure and capacity issues, water hammer between 40 PSI and 160 PSI at the hospital, tanks with exposed rebar, cracks and structural failure, single source supply with no back up, the water plant was not able to service water at times, valve, scada and control issues at the water plant, and numerous water breaks throughout the town. The High-Pressure Water Line addresses these issues into Phase 1 and Phase 2. The Water Tank and Pump Station project was commenced. Wells at the Water Treatment Plant were planned. The Water Treatment Plant received updated equipment, including SCADA, added screens, the plant flow control valve was replaced, lined with chemical tanks, removed the UV system, and added flow meters. The Rural Water House was upgraded. Many streets have subgrade and pavement thickness issues. Completed Streets include Dillon Drive, Christina Street, McDougal and Cliff Streets, Jefferson Street 6th -8th, Academic Way, Mt. Hope Drive, Popo Agie -4th-5th Street, Cliff Street 2nd-3rd, 2nd Street Lincoln to Garfield. Mill and Overlay projects were completed on South 7th, 8th Street and Kimberly Court, Garfield, Wood Street, Dillon Drive, South 8th, Smith Street, Sinks Canyon Road 5th to the City Limits, Cedar, Sage, Bellvue, Adams and Washington 5th-6th Street. Chip Seals were completed on Harmony Hills, Dillon Drive Valley View to Christina, Fremont Street 3rd-5th, Washington Street, Community Center. Fog/Slurry Seals were completed in the museum parking lot. Stream projects included 3rd Street and City park, McManus Park, 1st Street sewer abandonment, sewer discharge line, the Main Street bridge, Poor Farm Road, 2nd Street Bridge Enhancements, River Trail, Popo Agie Trout and Stream Restoration, Popo Agie within city limits. Community partnerships included the Chamber Building, Maven, 535 E. Main, Dollar General, Pioneer Museum, Pathfinder High School. Recreation Projects include the Rodeo Grounds, Golf Course, North Park, City Park, Centennial Park Gazebo, Bike Park, Softball Complex, and the Baldwin Creek Elementary Trail. Airport projects completed were the runway, taxiway and apron, cemetery expansion, water line extension, recycled asphalt pavement and building remodels. 2025 projects scheduled include: Lincoln Street, Gannett Peak School Sidewalks Phase 1, McFarlane Drive, Bishop Randall Drive, Meter Replacement, and pedestrian lighting at Baldwin Creek, Gannett Peak and 6th & Wood. 2026 projects planned include: 5th Street Jefferson to Fremont, Baldwin Creek Main Street to the City Limits, 9th Street near the pool, Buena Vista from Main Street to the Airport, and the apron project. 2027 projects planned include: Dillon Vista Subdivision, Cascade Street 2nd Street to McDougal, Welch Street curb and gutter and 6th Street (south of Cascade) 2028 Projects planned include: Fremont Street Sewer, 1st Street from Canyon to Industrial Park Road, fix troubled sewers, address the headworks structure at the Lagoons, and the West Taxiway. Potential 2028-2035 projects: Sunset addition utilities and paving, 9th Street Utilities and paving, 3rd Street Utilities and paving, Jefferson Street 2nd-6th utilities and paving, Clinchard utilities, drainage and paving, Bellvue, Del, Bonnie Brae/Cedar Connection paving, Wyoming Street 2nd to Buena Vista, Garfield 1st to 6th, 2nd Street water and paving, Popo Agie 6th to 7th and Sweetwater 1st to 10th utilities and paving.

D. Ayers Master Plan Draft Presentation.

Nathan Randall and Angela Snyder from Ayres Associates presented the 2025 master plan update. Agenda topics: Our Team, Josh, Lindsay, Angela Snyder and Nathan Randall. Process timeline, Deliverable Timeline, Plan Overview, Community Engagement Process July 18-20, 2024, included 1,385 individual interactions November - December online survey 416 responses, presented a community snapshot, plan elements include community growth, economic development, housing, infrastructure, park & recreation, transportation. Priority Map: Grading

Scale factors include proximity to city and roads, access to utilities, flood risk, slope, and soil suitability. The map identified three categories for optimal development. Priority Area 1 in red identifies prime development areas, Economic Goals and Objectives, Housing, Infrastructure Parks & Recreation, Transportation. Larsen commented that there is a lot of information in this plan and inquired as to a timeline. Mayor White commented that she wants to take time to review the strategic plan and this information and see what appears feasible. Another discussion session concerning adopting the plan and how it might integrate with the strategic plan will be warranted. Council member D Hahn commented the planning board will be involved. It looks good but there is a lot here. This is the City's plan and a living document and can be amended. J Hahn looks good but is only 1400 people versus 7600 people and may not be completely comprehensive. Want the decision to be for the better and not something the City might regret. Action plan lives where? (Consensus Agenda item ??)

E. Chief Peters' yearly police department update

Chief Scott Peters presented the Lander Police Department update. (Mayor White exited the meeting) He thanked the council for the four years he has served and for their service and support. Four years ago, Mayor Richardson hired him for his philosophy and to streamlined operations. In his tenure, he has added approximately 1million dollars worth of infrastructure to the department, such as cars, vests and radios. He has replaced and modernized equipment so that officers are safe in their job. The department pioneered the multijurisdictional DUI team, which is now being used by the whole state. He uses a data-driven approach. The software system compiles the data with click and creates and tracks a map. In 2024 the department made 7,001 traffic stops, up from 3,206 in 2023. Calls and Animal Citations were about the same, Parking and DUI citations were down. 673 VIN checks were completed. Part One crimes were down, with 155 theft citations and 17 other citations compared to 199 theft citations and 19 others in 2023. Domestic violence were about the same at 28, which the Chief believes to be low and under reported. Crashes were down to 177 in 2024 from 249 in 2023. Custodial arrests and arrests were up. Public Intoxication was down, and use of force remained low at 17.

5. ADJOURNMENT

Being no further business to come before the Council, the meeting adjourned at 9:15 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00-
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00-
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00-
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00-
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		5,000.00
ADELLE SIMON	LVYV registrations for 2nd-4th grade and LVYV	780.00
ADELLE SIMON	LVYV registrations for 2nd-4th grade and LVYV	780.00
ADELLE SIMON	LVYV registrations for 2nd-4th grade and LVYV	780.00-
ADELLE SIMON	LVYV registrations for 2nd-4th grade and LVYV	780.00-
ADELLE SIMON	LVYV registrations for 2nd-4th grade and LVYV	780.00
Total ADELLE SIMON (1404):		780.00
AFFORDABLE TREE CARE, LLC	tree limb removal and tree pruning in city park	4,500.00
AFFORDABLE TREE CARE, LLC	tree limb removal and tree pruning in city park	4,500.00
AFFORDABLE TREE CARE, LLC	tree limb removal and tree pruning in city park	4,500.00-
AFFORDABLE TREE CARE, LLC	tree limb removal and tree pruning in city park	4,500.00-
AFFORDABLE TREE CARE, LLC	tree limb removal and tree pruning in city park	4,500.00
Total AFFORDABLE TREE CARE, LLC (1006):		4,500.00
AIRPORT IFE SERVICES INC	Airport IFE Services for Apron project Design	2,350.00
AIRPORT IFE SERVICES INC	Airport IFE Services for Apron project Design	2,350.00
AIRPORT IFE SERVICES INC	Airport IFE Services for Apron project Design	2,350.00-
AIRPORT IFE SERVICES INC	Airport IFE Services for Apron project Design	2,350.00-
AIRPORT IFE SERVICES INC	Airport IFE Services for Apron project Design	2,350.00
Total AIRPORT IFE SERVICES INC (1480):		2,350.00
ALERT 360	Annual Service	296.16
ALERT 360	Annual Service	296.16
ALERT 360	Annual Service	296.16-
ALERT 360	Annual Service	296.16-
ALERT 360	Annual Service	296.16
Total ALERT 360 (1467):		296.16
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17-
ALSCO	Micro Towels	35.17-
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17-
ALSCO	Micro Towels	35.17-
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17-
ALSCO	Micro Towels	35.17-
ALSCO	Micro Towels	35.17

ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17
ALSCO	Micro Towels	35.17-
ALSCO	Micro Towels	35.17-
ALSCO	Micro Towels	35.17
Total ALSCO (917):		140.68
ARDURRA GROUP INC	Preliminary designs for Jefferson Street extensi	3,442.50
ARDURRA GROUP INC	Preliminary designs for Jefferson Street extensi	3,442.50
ARDURRA GROUP INC	Preliminary designs for Jefferson Street extensi	3,442.50-
ARDURRA GROUP INC	Preliminary designs for Jefferson Street extensi	3,442.50-
ARDURRA GROUP INC	Preliminary designs for Jefferson Street extensi	3,442.50
Total ARDURRA GROUP INC (1390):		3,442.50
B & T FIRE EXTINGUISHERS	annual service	385.50
B & T FIRE EXTINGUISHERS	annual service	385.50
B & T FIRE EXTINGUISHERS	annual service	385.50-
B & T FIRE EXTINGUISHERS	annual service	385.50-
B & T FIRE EXTINGUISHERS	annual service	385.50
Total B & T FIRE EXTINGUISHERS (43):		385.50
BADGER METER INC	Mobile Hosting March 2025	326.50
BADGER METER INC	Mobile Hosting March 2025	326.50
BADGER METER INC	Mobile Hosting March 2025	326.50-
BADGER METER INC	Mobile Hosting March 2025	326.50-
BADGER METER INC	Mobile Hosting March 2025	326.50
Total BADGER METER INC (44):		326.50
BARGREEN/ELLINGSON	Spotless & Solo Detergents	645.00
BARGREEN/ELLINGSON	Spotless & Solo Detergents	645.00
BARGREEN/ELLINGSON	Spotless & Solo Detergents	645.00-
BARGREEN/ELLINGSON	Spotless & Solo Detergents	645.00-
BARGREEN/ELLINGSON	Spotless & Solo Detergents	645.00
Total BARGREEN/ELLINGSON (1047):		645.00
BILL JONES PLUMBING & HEATING INC	Rodeo Restroom Remodel Project - LOR Found	3,400.00
BILL JONES PLUMBING & HEATING INC	Rodeo Restroom Remodel Project - LOR Found	3,400.00
BILL JONES PLUMBING & HEATING INC	Rodeo Restroom Remodel Project - LOR Found	3,400.00-
BILL JONES PLUMBING & HEATING INC	Rodeo Restroom Remodel Project - LOR Found	3,400.00-
BILL JONES PLUMBING & HEATING INC	Rodeo Restroom Remodel Project - LOR Found	3,400.00
Total BILL JONES PLUMBING & HEATING INC (57):		3,400.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement MAR2025	49.91
CENTRAL BANK & TRUST	Petty Cash Reimbursement MAR2025	12.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement MAR2025	24.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement MAR2025	378.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement MAR2025	12.30
CENTRAL BANK & TRUST	Petty Cash Reimbursement MAR2025	12.66
CENTRAL BANK & TRUST	Petty Cash Reimbursement MAR2025	60.00
Total CENTRAL BANK & TRUST (96):		548.87
CITY PLUMBING & HEATING INC	Gas line for Street Shop Heater install	429.60
CITY PLUMBING & HEATING INC	Gas line for Street Shop Heater install	429.60

CITY PLUMBING & HEATING INC	Gas line for Street Shop Heater install	429.60-
CITY PLUMBING & HEATING INC	Gas line for Street Shop Heater install	429.60-
CITY PLUMBING & HEATING INC	Gas line for Street Shop Heater install	429.60
CITY PLUMBING & HEATING INC	Park Building water leak in plumbing chase. Las	77.39
CITY PLUMBING & HEATING INC	Park Building water leak in plumbing chase. Las	77.39
CITY PLUMBING & HEATING INC	Park Building water leak in plumbing chase. Las	77.39-
CITY PLUMBING & HEATING INC	Park Building water leak in plumbing chase. Las	77.39-
CITY PLUMBING & HEATING INC	Park Building water leak in plumbing chase. Las	77.39
Total CITY PLUMBING & HEATING INC (105):		506.99
CLOUDPERMIT INC	Milestone 1 of Cloudpermit implementation	500.00
CLOUDPERMIT INC	Milestone 1 of Cloudpermit implementation	500.00
CLOUDPERMIT INC	Milestone 1 of Cloudpermit implementation	500.00-
CLOUDPERMIT INC	Milestone 1 of Cloudpermit implementation	500.00-
CLOUDPERMIT INC	Milestone 1 of Cloudpermit implementation	500.00
Total CLOUDPERMIT INC (1455):		500.00
DAUPLER	annual license 2024	4,800.00
DAUPLER	annual license 2024	4,800.00
DAUPLER	annual license 2024	4,800.00-
DAUPLER	annual license 2024	4,800.00-
DAUPLER	annual license 2024	4,800.00
Total DAUPLER (1277):		4,800.00
DICKINSON CREEK CO	Annual dues per meeting notice	25.00
DICKINSON CREEK CO	Annual dues per meeting notice	25.00
DICKINSON CREEK CO	Annual dues per meeting notice	25.00-
DICKINSON CREEK CO	Annual dues per meeting notice	25.00-
DICKINSON CREEK CO	Annual dues per meeting notice	25.00
Total DICKINSON CREEK CO (1296):		25.00
DOWL	Credit for Overpayment TAP Grant Related	1,447.43-
DOWL	Credit for Overpayment TAP Grant Related	1,447.43-
DOWL	Credit for Overpayment TAP Grant Related	1,447.43
DOWL	Credit for Overpayment TAP Grant Related	1,447.43
DOWL	Credit for Overpayment TAP Grant Related	1,447.43-
DOWL	Includes \$1447.43 credit memo for overpaymen	2,722.66
DOWL	Includes \$1447.43 credit memo for overpaymen	2,722.66
DOWL	Includes \$1447.43 credit memo for overpaymen	2,722.66-
DOWL	Includes \$1447.43 credit memo for overpaymen	2,722.66-
DOWL	Includes \$1447.43 credit memo for overpaymen	2,722.66
Total DOWL (147):		1,275.23
DRUG TESTING SERVICES LLC	Employee Screening 2nd QTR	395.00
DRUG TESTING SERVICES LLC	Employee Screening 2nd QTR	395.00
DRUG TESTING SERVICES LLC	Employee Screening 2nd QTR	395.00-
DRUG TESTING SERVICES LLC	Employee Screening 2nd QTR	395.00-
DRUG TESTING SERVICES LLC	Employee Screening 2nd QTR	395.00
Total DRUG TESTING SERVICES LLC (148):		395.00
ECONO SIGNS	street sign post	1,101.54
ECONO SIGNS	street sign post	1,101.54
ECONO SIGNS	street sign post	1,101.54-
ECONO SIGNS	street sign post	1,101.54-

ECONO SIGNS	street sign post	1,101.54
Total ECONO SIGNS (1159):		1,101.54
ENTENMANN ROVIN CO	Corporal Badge	145.75
ENTENMANN ROVIN CO	Corporal Badge	145.75
ENTENMANN ROVIN CO	Corporal Badge	145.75-
ENTENMANN ROVIN CO	Corporal Badge	145.75-
ENTENMANN ROVIN CO	Corporal Badge	145.75
Total ENTENMANN ROVIN CO (156):		145.75
FERGUSON ENTERPRISES INC	leak bands	2,968.46
FERGUSON ENTERPRISES INC	leak bands	2,968.46
FERGUSON ENTERPRISES INC	leak bands	2,968.46-
FERGUSON ENTERPRISES INC	leak bands	2,968.46-
FERGUSON ENTERPRISES INC	leak bands	2,968.46
FERGUSON ENTERPRISES INC	manhole adjustment rings	990.00
FERGUSON ENTERPRISES INC	manhole adjustment rings	990.00
FERGUSON ENTERPRISES INC	manhole adjustment rings	990.00-
FERGUSON ENTERPRISES INC	manhole adjustment rings	990.00-
FERGUSON ENTERPRISES INC	manhole adjustment rings	990.00
Total FERGUSON ENTERPRISES INC (553):		3,958.46
FREMONT COUNTY ASSESSOR	Property tax - Maven Bld	12,852.21
FREMONT COUNTY ASSESSOR	Property tax - Maven Bld	12,852.21
FREMONT COUNTY ASSESSOR	Property tax - Maven Bld	12,852.21-
FREMONT COUNTY ASSESSOR	Property tax - Maven Bld	12,852.21-
FREMONT COUNTY ASSESSOR	Property tax - Maven Bld	12,852.21
Total FREMONT COUNTY ASSESSOR (186):		12,852.21
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81-
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24-
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81-
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24-
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24
Total FREMONT COUNTY TREASURER (190):		18,195.05
FREMONT MOTOR COMPANY	Radio IC-2	241.99
FREMONT MOTOR COMPANY	Radio IC-2	241.99
FREMONT MOTOR COMPANY	Radio IC-2	241.99-
FREMONT MOTOR COMPANY	Radio IC-2	241.99-
FREMONT MOTOR COMPANY	Radio IC-2	241.99
FREMONT MOTOR COMPANY	pressure power steering line	214.20
FREMONT MOTOR COMPANY	pressure power steering line	214.20
FREMONT MOTOR COMPANY	pressure power steering line	214.20-
FREMONT MOTOR COMPANY	pressure power steering line	214.20-
FREMONT MOTOR COMPANY	pressure power steering line	214.20
Total FREMONT MOTOR COMPANY (194):		456.19
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00

FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00-
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00-
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00
Total FRONTIER PROPERTY MAINTENANCE (1484):		925.00
GREAT WESTERN RECREATION	EWf for playgrounds North, Dillon, Garfield	5,980.00
GREAT WESTERN RECREATION	EWf for playgrounds North, Dillon, Garfield	5,980.00
GREAT WESTERN RECREATION	EWf for playgrounds North, Dillon, Garfield	5,980.00-
GREAT WESTERN RECREATION	EWf for playgrounds North, Dillon, Garfield	5,980.00-
GREAT WESTERN RECREATION	EWf for playgrounds North, Dillon, Garfield	5,980.00
Total GREAT WESTERN RECREATION (1228):		5,980.00
HDR ENGINEERING INC	made underpayment and this covers the differe	484.75
HDR ENGINEERING INC	made underpayment and this covers the differe	484.75
HDR ENGINEERING INC	made underpayment and this covers the differe	484.75-
HDR ENGINEERING INC	made underpayment and this covers the differe	484.75-
HDR ENGINEERING INC	made underpayment and this covers the differe	484.75
HDR ENGINEERING INC	Buena Vista Eng	19,335.00
HDR ENGINEERING INC	Buena Vista Eng	19,335.00
HDR ENGINEERING INC	Buena Vista Eng	19,335.00-
HDR ENGINEERING INC	Buena Vista Eng	19,335.00-
HDR ENGINEERING INC	Buena Vista Eng	19,335.00
HDR ENGINEERING INC	Buena Vista Engineering	16,869.40
HDR ENGINEERING INC	Buena Vista Engineering	16,869.40
HDR ENGINEERING INC	Buena Vista Engineering	16,869.40-
HDR ENGINEERING INC	Buena Vista Engineering	16,869.40-
HDR ENGINEERING INC	Buena Vista Engineering	16,869.40
HDR ENGINEERING INC	Buena Vista Engineering	16,869.40-
HDR ENGINEERING INC	CMAR and Project Memo	17,633.75
HDR ENGINEERING INC	CMAR and Project Memo	17,633.75
HDR ENGINEERING INC	CMAR and Project Memo	17,633.75-
HDR ENGINEERING INC	CMAR and Project Memo	17,633.75-
HDR ENGINEERING INC	CMAR and Project Memo	17,633.75
HDR ENGINEERING INC	Prof fees - Storage Tank	15,231.70
HDR ENGINEERING INC	Prof fees - Storage Tank	15,231.70
HDR ENGINEERING INC	Prof fees - Storage Tank	15,231.70-
HDR ENGINEERING INC	Prof fees - Storage Tank	15,231.70-
HDR ENGINEERING INC	Prof fees - Storage Tank	15,231.70
HDR ENGINEERING INC	Prof fees - General engineering	12,856.25
HDR ENGINEERING INC	Prof fees - General engineering	12,856.25
HDR ENGINEERING INC	Prof fees - General engineering	12,856.25-
HDR ENGINEERING INC	Prof fees - General engineering	12,856.25-
HDR ENGINEERING INC	Prof fees - General engineering	12,856.25
HDR ENGINEERING INC	Prof fees - Buena Vista	4,845.00
HDR ENGINEERING INC	Prof fees - Buena Vista	4,845.00
HDR ENGINEERING INC	Prof fees - Buena Vista	4,845.00-
HDR ENGINEERING INC	Prof fees - Buena Vista	4,845.00-
HDR ENGINEERING INC	Prof fees - Buena Vista	4,845.00
HDR ENGINEERING INC	Prof fees - Gen engineering	2,207.50
HDR ENGINEERING INC	Prof fees - Gen engineering	2,207.50
HDR ENGINEERING INC	Prof fees - Gen engineering	2,207.50-
HDR ENGINEERING INC	Prof fees - Gen engineering	2,207.50-
HDR ENGINEERING INC	Prof fees - Gen engineering	2,207.50
HDR ENGINEERING INC	Prof fees - Engineering CMAR	11,165.00
HDR ENGINEERING INC	Prof fees - Engineering CMAR	11,165.00
HDR ENGINEERING INC	Prof fees - Engineering CMAR	11,165.00-
HDR ENGINEERING INC	Prof fees - Engineering CMAR	11,165.00-
HDR ENGINEERING INC	Prof fees - Engineering CMAR	11,165.00

Total HDR ENGINEERING INC (994):		100,628.35
HEIKKILA CONSTRUCTION LLC	Final city hall office construction	1,061.43
HEIKKILA CONSTRUCTION LLC	Final city hall office construction	1,061.43
HEIKKILA CONSTRUCTION LLC	Final city hall office construction	1,061.43-
HEIKKILA CONSTRUCTION LLC	Final city hall office construction	1,061.43-
HEIKKILA CONSTRUCTION LLC	Final city hall office construction	1,061.43
Total HEIKKILA CONSTRUCTION LLC (1424):		1,061.43
HOMETOWN OIL	Park and rec fuel	21.40
HOMETOWN OIL	Park and rec fuel	21.40
HOMETOWN OIL	Park and rec fuel	21.40-
HOMETOWN OIL	Park and rec fuel	21.40-
HOMETOWN OIL	Park and rec fuel	21.40
HOMETOWN OIL	Park and rec fuel	34.97
HOMETOWN OIL	Park and rec fuel	34.97
HOMETOWN OIL	Park and rec fuel	34.97-
HOMETOWN OIL	Park and rec fuel	34.97-
HOMETOWN OIL	Park and rec fuel	34.97
Total HOMETOWN OIL (230):		56.37
LANDER FREE MEDICAL	1/2 Recipient	2,841.96
LANDER FREE MEDICAL	1/2 Recipient	2,841.96
LANDER FREE MEDICAL	1/2 Recipient	2,841.96-
LANDER FREE MEDICAL	1/2 Recipient	2,841.96-
LANDER FREE MEDICAL	1/2 Recipient	2,841.96
Total LANDER FREE MEDICAL (1458):		2,841.96
LANDER GIRLS SOFTBALL LEAGUE	1/2 Recipient	9,705.98
LANDER GIRLS SOFTBALL LEAGUE	1/2 Recipient	9,705.98
LANDER GIRLS SOFTBALL LEAGUE	1/2 Recipient	9,705.98-
LANDER GIRLS SOFTBALL LEAGUE	1/2 Recipient	9,705.98-
LANDER GIRLS SOFTBALL LEAGUE	1/2 Recipient	9,705.98
Total LANDER GIRLS SOFTBALL LEAGUE (1487):		9,705.98
LANDER SENIOR CITIZENS CENTER	March 2025 bills	1,345.00
LANDER SENIOR CITIZENS CENTER	March 2025 bills	1,345.00
LANDER SENIOR CITIZENS CENTER	March 2025 bills	1,345.00-
LANDER SENIOR CITIZENS CENTER	March 2025 bills	1,345.00-
LANDER SENIOR CITIZENS CENTER	March 2025 bills	1,345.00
Total LANDER SENIOR CITIZENS CENTER (296):		1,345.00
LYNDSAY ALCARAZ	1/2 Recipient	4,050.00
LYNDSAY ALCARAZ	1/2 Recipient	4,050.00
LYNDSAY ALCARAZ	1/2 Recipient	4,050.00-
LYNDSAY ALCARAZ	1/2 Recipient	4,050.00-
LYNDSAY ALCARAZ	1/2 Recipient	4,050.00
LYNDSAY ALCARAZ	1/2 Recipient	944.21
LYNDSAY ALCARAZ	1/2 Recipient	944.21
LYNDSAY ALCARAZ	1/2 Recipient	944.21-
LYNDSAY ALCARAZ	1/2 Recipient	944.21-
LYNDSAY ALCARAZ	1/2 Recipient	944.21

Total LYNDASAY ALCARAZ (1464):		4,994.21
MASTERCARD	New Captain and LT shields	155.70
MASTERCARD	Supplies	298.97
MASTERCARD	cleaning supplies for building floor, urinal cakes,	57.65
MASTERCARD	Fuel	53.92
MASTERCARD	Feb 2025 2nd set of BacT samples	75.00
MASTERCARD	Breakfast for Oral Board	17.48
MASTERCARD	Phone - All depts	47.51
MASTERCARD	Phone - All depts	365.76
MASTERCARD	Phone - All depts	249.17
MASTERCARD	Phone - All depts	1,164.04
MASTERCARD	Phone - All depts	25.76
MASTERCARD	Phone - All depts	113.84
MASTERCARD	Fraudulent Charge	57.92
MASTERCARD	Velcro for Vests	31.63
MASTERCARD	BacT for Hospital Pump Station	15.00
MASTERCARD	BacT Test for Ellis Tank	15.00
MASTERCARD	Fuel	34.48
MASTERCARD	Travel	214.20
MASTERCARD	Misc Public Works Equipment	22.15
MASTERCARD	March 1st Set of BacT Samples	75.00
MASTERCARD	Prof fees - LCCC	249.00
MASTERCARD	2-1x6 10'	22.68
MASTERCARD	Contact cement	51.29
MASTERCARD	Forms	80.00
MASTERCARD	Acct #156821201 Spectrum Phone - JAN2025	129.98
MASTERCARD	Acct #156821201 Spectrum Phone - JAN2025	129.99
MASTERCARD	Acct #156821201 Spectrum Phone - JAN2025	129.99
MASTERCARD	Acct #156821201 Spectrum Phone - JAN2025	259.98
MASTERCARD	Acct #156821201 Spectrum Phone - JAN2025	129.99
MASTERCARD	Acct #156821201 Spectrum Phone - JAN2025	129.99
MASTERCARD	Acct #156821201 Spectrum Phone - JAN2025	129.99
MASTERCARD	Acct #173012201 Spectrum Fiber Feb2025	449.50
MASTERCARD	Acct #173012201 Spectrum Fiber Feb2025	449.50
MASTERCARD	ship zamboni blade to cutting edge grinding and	86.48
MASTERCARD	Foot valve for trash pump as per Shane White's	77.15
MASTERCARD	1 inch black pipe for bleachers at city park	136.32
MASTERCARD	HDMI cable for conf room	65.98
MASTERCARD	Track 1099 Form 1099-S	2.30
MASTERCARD	LOR Grant Rodeo Restrooms Remodel Project:	3,152.37
MASTERCARD	food grade anti seize for sleeve valve rebuild	65.20
MASTERCARD	2 work shirts L7 and web cam L8	68.97
MASTERCARD	Desk Wheels	19.78
MASTERCARD	8 pair Corp Chevron patches for uniform shirts	56.48
MASTERCARD	Computer wrist rest and blue ink pens/supplies	30.32
MASTERCARD	new state and usa flag updated flag light city pa	228.47
MASTERCARD	hitch and seat covers for ic-3	114.26
MASTERCARD	Center-pull paper towels for the fire hall	122.49
MASTERCARD	4 batteries for gas monitors	108.00
MASTERCARD	Oxygen sensor for gas monitors	99.72
MASTERCARD	Pens for Danielle's front counter area, cardstock	43.95
MASTERCARD	floor mats for ic-3	76.82
MASTERCARD	sticky notes for office supply cabinet, mouse pa	62.28
MASTERCARD	Refund for defective tap	9.06-
MASTERCARD	Bottoming Tap and Die for 5/8-11 bolt size, for sl	22.05
MASTERCARD	Tap extractor set	31.31
MASTERCARD	Irwin bottoming taps for 5/8-11 threads	34.11
MASTERCARD	Replacement Computer	867.99

MASTERCARD	Monitors For Replacement	899.94
MASTERCARD	Rj45 plugs and cat cable strain relief boots	29.43
MASTERCARD	Webcams	49.98
MASTERCARD	Monitors for PD	1,477.42
MASTERCARD	Online Class	135.23
MASTERCARD	March Chambers Newsletter Insert for Open Ho	155.40
MASTERCARD	Water Bills FEB2025	692.52
MASTERCARD	We cancelled this order due to increased costs	3,152.37-
MASTERCARD	Vinyl stickers for IC-3	685.93
MASTERCARD	Meal	39.74
MASTERCARD	Housekeeping supplies	48.99
MASTERCARD	Tools and parts for PW shop	28.76
MASTERCARD	Acetone	11.99
MASTERCARD	Pd side recharge & recert of fire extinguishers	400.00
MASTERCARD	Supplies	20.00
MASTERCARD	Phone FEB2025	88.46
MASTERCARD	Phone FEB2025	197.15
MASTERCARD	Phone FEB2025	412.17
MASTERCARD	Phone FEB2025	121.24
MASTERCARD	Phone FEB2025	135.49
MASTERCARD	flood light, grinder disks	81.13
MASTERCARD	straight meter couplers	680.83
MASTERCARD	Acct #8313 30 043 0151349	382.83
MASTERCARD	Acct #8313 30 043 0016823	45.76
MASTERCARD	conversion software	157.20
MASTERCARD	Minute Book and paper	222.81
MASTERCARD	NAME PLATES	27.63
MASTERCARD	GAVEL	41.42
MASTERCARD	Drill bits	35.09
MASTERCARD	chainsaw chains, oil and repair weed eaters	325.98
MASTERCARD	License Renewal	41.00
MASTERCARD	Tuition - Danielle	285.00
MASTERCARD	Sponsor	70.00
MASTERCARD	AWS-Stacker	21.67
MASTERCARD	Firefighter awards	305.00
MASTERCARD	Patrol Vehicle Floor Mats	37.99
MASTERCARD	Scanner for Streets dept purchase orders	69.99
MASTERCARD	Monte Richardson signed up for Radio Ads sup	349.00
MASTERCARD	Lunch for interview panel	72.26
MASTERCARD	Softball Fields Lighting - Bulb Replacement on	264.26
MASTERCARD	publication	2,284.63
MASTERCARD	publication	1,794.00
MASTERCARD	front grill lights	103.70
MASTERCARD	Tuition	599.00
MASTERCARD	conversion software	104.45
MASTERCARD	wet test shipping	195.87
MASTERCARD	wet test shipping	195.88
MASTERCARD	renewal fee	400.00
MASTERCARD	wet test shipping	187.16
MASTERCARD	materials for hockey boards	464.76
MASTERCARD	picture frames for awards	50.64
MASTERCARD	Rodeo Restroom Partitions to be paid through L	3,755.00
MASTERCARD	Supplies	63.10
MASTERCARD	Paper	358.14
MASTERCARD	Housekeeping supplies	48.99
MASTERCARD	Fuel	49.07
MASTERCARD	Trash Removal FEB2025	758.58
MASTERCARD	Trash Removal FEB2025	1,027.40
MASTERCARD	Trash Removal FEB2025	158.03
MASTERCARD	Trash Removal FEB2025	180.44

MASTERCARD	Trash Removal FEB2025	165.47
MASTERCARD	mini x for the park cleanup	900.00
MASTERCARD	sharpen and ship zamboni blade	145.38
MASTERCARD	Google Workspace March 2025	862.45
MASTERCARD	Google Workspace March 2025	862.46
MASTERCARD	Price for degreasing, sandblasting, painting, an	83.40
MASTERCARD	Treated wood for trailer deck repair WTT-1	473.00
MASTERCARD	Equipment	96.80
MASTERCARD	Final materials for 2023 City remodel	879.48
MASTERCARD	Annual Service Golf Course Building	650.00
MASTERCARD	Storage	40.00
MASTERCARD	Housing Authority annual meeting	27.84
MASTERCARD	Meeting expense for strategic planning	62.48
MASTERCARD	Wastewater Sampling	345.00
MASTERCARD	February 2025 Wastewater Sampling	345.00
MASTERCARD	Feb 25 Wastewater Testing	345.00
MASTERCARD	Feb 2025 Wastewater Testing	345.00
MASTERCARD	March Wastewater Sampling	345.00
MASTERCARD	January 2025 Car Wash bill	30.37
MASTERCARD	Collar brass for members	454.00
MASTERCARD	Name tag for firefighter	36.00
MASTERCARD	Cam Lock coupling for pump tube	39.99
MASTERCARD	sledge hammer handle to replace a broken one	16.99
MASTERCARD	propane hose's	37.98
MASTERCARD	hose return, torch purchase	45.00
MASTERCARD	deck screws	49.99
MASTERCARD	Food for animal cruelty case L25-00517	7.99
MASTERCARD	Batteries	41.97
MASTERCARD	Desk Build Supplies	32.18
MASTERCARD	Travel	414.90
MASTERCARD	Travel	455.40
MASTERCARD	TPM sensor's	119.32
MASTERCARD	Red threadlock for sleeve valve project	24.99
MASTERCARD	oil and filter (stock order)	88.28
MASTERCARD	Inverter for LP6	112.93
MASTERCARD	silicone	19.98
MASTERCARD	stock order	88.83
MASTERCARD	brakes kits for LP-12, wiring for Wtt-1	652.38
MASTERCARD	Magnetic Heater	83.69
MASTERCARD	alternator and battery	704.55
MASTERCARD	thermostat	49.03
MASTERCARD	CREDIT	53.15-
MASTERCARD	stock order	131.00
MASTERCARD	REFUND - Magnetic Heater	83.69-
MASTERCARD	Battery	144.84
MASTERCARD	intake air control valve	42.21
MASTERCARD	Turn signal switch	63.32
MASTERCARD	oil filter	4.88
MASTERCARD	turn signal assembly	17.11
MASTERCARD	window regulator	65.12
MASTERCARD	stock order	117.35
MASTERCARD	1x8 10'	43.66
MASTERCARD	1-1x8 10'	21.83
MASTERCARD	e-coli testing for Feb. 2025	180.00
MASTERCARD	Desk Build Supplies	92.03
MASTERCARD	LED Stop Signs	1,799.98
MASTERCARD	Supplies	75.34
MASTERCARD	Rodeo Restrooms - Hand dryers - LOR Foundat	1,558.22
MASTERCARD	Rodeo Restrooms - Toilet paper dispensers, cha	2,007.02
MASTERCARD	Rodeo Restrooms - Sinks - Covered by LOR Fo	5,730.20

MASTERCARD	Garden Expo Booth; Trees Arbor Day Project	340.32
MASTERCARD	Push sweeper	151.99
MASTERCARD	Bore cleaning brush tap and drill bit set and scr	16.71
MASTERCARD	Tapered tap for 5/8-11 size bolts	11.69
MASTERCARD	Rank Insignia for vest	12.94
MASTERCARD	Rank Insignia Vests	15.63
MASTERCARD	Sledge hammer for sleeve valve project	31.49
MASTERCARD	Fittings for Ellis tank pressure sensors install	51.58
MASTERCARD	hose clamp	6.29
MASTERCARD	Work light for work in Magar tank vault and car c	45.88
MASTERCARD	1- 1x8-12' and 1 paneling	50.57
MASTERCARD	Acct #142816 Vonage MAR2025	827.75
MASTERCARD	Acct #142816 Vonage MAR2025	827.75
MASTERCARD	Video Vision	6,708.00
MASTERCARD	Video Storage Overage	87.00
MASTERCARD	FedEx shipping ground to billings to get parts p	46.22
MASTERCARD	Replacement outlet for WTP lab	26.09
MASTERCARD	Drill Bit set and chisels for removing broken tap	44.77
MASTERCARD	Sump pump and extension cord for Ellis tank bu	208.78

Total MASTERCARD (327): 61,818.18

METRON FARNIER	Meter Replacement	152,417.63
METRON FARNIER	Meter Replacement	152,417.63
METRON FARNIER	Meter Replacement	152,417.63-
METRON FARNIER	Meter Replacement	152,417.63-
METRON FARNIER	Meter Replacement	152,417.63

Total METRON FARNIER (1451): 152,417.63

MPK&D LLC	second billing for Strategic plan facilitator	2,610.00
MPK&D LLC	second billing for Strategic plan facilitator	2,610.00
MPK&D LLC	second billing for Strategic plan facilitator	2,610.00-
MPK&D LLC	second billing for Strategic plan facilitator	2,610.00-
MPK&D LLC	second billing for Strategic plan facilitator	2,610.00

Total MPK&D LLC (1482): 2,610.00

MULLINS, STUART	registration for lil dribblers and jr tiger 3 on 3 ba	2,065.00
MULLINS, STUART	registration for lil dribblers and jr tiger 3 on 3 ba	2,065.00
MULLINS, STUART	registration for lil dribblers and jr tiger 3 on 3 ba	2,065.00-
MULLINS, STUART	registration for lil dribblers and jr tiger 3 on 3 ba	2,065.00-
MULLINS, STUART	registration for lil dribblers and jr tiger 3 on 3 ba	2,065.00

Total MULLINS, STUART (1316): 2,065.00

OFFICE OF STATE LANDS & INVEST	Loan payment	50,000.00
OFFICE OF STATE LANDS & INVEST	Loan payment	50,000.00
OFFICE OF STATE LANDS & INVEST	Loan payment	50,000.00-
OFFICE OF STATE LANDS & INVEST	Loan payment	50,000.00-
OFFICE OF STATE LANDS & INVEST	Loan payment	50,000.00

Total OFFICE OF STATE LANDS & INVEST (372): 50,000.00

OFFICE OF STATE LANDS & INVESTMENTS	Wildland nozzles	94.16
OFFICE OF STATE LANDS & INVESTMENTS	Wildland nozzles	94.16
OFFICE OF STATE LANDS & INVESTMENTS	Wildland nozzles	94.16-
OFFICE OF STATE LANDS & INVESTMENTS	Wildland nozzles	94.16-
OFFICE OF STATE LANDS & INVESTMENTS	Wildland nozzles	94.16

Total OFFICE OF STATE LANDS & INVESTMENTS (1348):		94.16
ONE CALL OF WYOMING	dig tickets for Feb. 2025	7.35
ONE CALL OF WYOMING	dig tickets for Feb. 2025	7.35
ONE CALL OF WYOMING	dig tickets for Feb. 2025	7.35-
ONE CALL OF WYOMING	dig tickets for Feb. 2025	7.35-
ONE CALL OF WYOMING	dig tickets for Feb. 2025	7.35
Total ONE CALL OF WYOMING (374):		7.35
OVERHEAD DOOR COMPANY	Repair Garage Door in Old Plant	223.52
OVERHEAD DOOR COMPANY	Repair Garage Door in Old Plant	223.52
OVERHEAD DOOR COMPANY	Repair Garage Door in Old Plant	223.52-
OVERHEAD DOOR COMPANY	Repair Garage Door in Old Plant	223.52-
OVERHEAD DOOR COMPANY	Repair Garage Door in Old Plant	223.52
OVERHEAD DOOR COMPANY	door repairs	3,861.40
OVERHEAD DOOR COMPANY	door repairs	3,861.40
OVERHEAD DOOR COMPANY	door repairs	3,861.40-
OVERHEAD DOOR COMPANY	door repairs	3,861.40-
OVERHEAD DOOR COMPANY	door repairs	3,861.40
Total OVERHEAD DOOR COMPANY (378):		4,084.92
PATRICK CONSTRUCTION INC	McFarlane Drive Project	140,560.92
PATRICK CONSTRUCTION INC	McFarlane Drive Project	140,560.92
PATRICK CONSTRUCTION INC	McFarlane Drive Project	140,560.92-
PATRICK CONSTRUCTION INC	McFarlane Drive Project	140,560.92-
PATRICK CONSTRUCTION INC	McFarlane Drive Project	140,560.92
Total PATRICK CONSTRUCTION INC (385):		140,560.92
PAYMERANG LLC	Q4 2024 Charges	340.00
PAYMERANG LLC	Q4 2024 Charges	340.00
PAYMERANG LLC	Q4 2024 Charges	340.00
PAYMERANG LLC	Q4 2024 Charges	340.00
PAYMERANG LLC	Q4 2024 Charges	340.00-
PAYMERANG LLC	Q4 2024 Charges	340.00-
PAYMERANG LLC	Q4 2024 Charges	340.00-
PAYMERANG LLC	Q4 2024 Charges	340.00-
PAYMERANG LLC	Q4 2024 Charges	340.00
PAYMERANG LLC	Q4 2024 Charges	340.00
Total PAYMERANG LLC (1447):		680.00
PHOENIX ENERGY CORP	Rodeo Restroom Remodel - LOR Foundation G	4,288.38
PHOENIX ENERGY CORP	Rodeo Restroom Remodel - LOR Foundation G	4,288.38
PHOENIX ENERGY CORP	Rodeo Restroom Remodel - LOR Foundation G	4,288.38-
PHOENIX ENERGY CORP	Rodeo Restroom Remodel - LOR Foundation G	4,288.38-
PHOENIX ENERGY CORP	Rodeo Restroom Remodel - LOR Foundation G	4,288.38
Total PHOENIX ENERGY CORP (1426):		4,288.38
PREMIER VEHICLE INSTALLATON INC	Light bar brackets LP-10	76.32
PREMIER VEHICLE INSTALLATON INC	Light bar brackets LP-10	76.32
PREMIER VEHICLE INSTALLATON INC	Light bar brackets LP-10	76.32-
PREMIER VEHICLE INSTALLATON INC	Light bar brackets LP-10	76.32-
PREMIER VEHICLE INSTALLATON INC	Light bar brackets LP-10	76.32
PREMIER VEHICLE INSTALLATON INC	magnum light module	86.12
PREMIER VEHICLE INSTALLATON INC	magnum light module	86.12

PREMIER VEHICLE INSTALLATON INC	magnum light module	86.12-
PREMIER VEHICLE INSTALLATON INC	magnum light module	86.12-
PREMIER VEHICLE INSTALLATON INC	magnum light module	86.12
Total PREMIER VEHICLE INSTALLATON INC (836):		162.44
QUADIENT INC	Postage	1,000.00
Total QUADIENT INC (1189):		1,000.00
RAPID FIRE PROTECTION	City Hall Alarm Monitoring	360.00
RAPID FIRE PROTECTION	City Hall Alarm Monitoring	360.00
RAPID FIRE PROTECTION	City Hall Alarm Monitoring	360.00-
RAPID FIRE PROTECTION	City Hall Alarm Monitoring	360.00-
RAPID FIRE PROTECTION	City Hall Alarm Monitoring	360.00
Total RAPID FIRE PROTECTION (1233):		360.00
RDO EQUIPMENT CO	motor grader bits	5,052.00
RDO EQUIPMENT CO	motor grader bits	5,052.00
RDO EQUIPMENT CO	motor grader bits	5,052.00-
RDO EQUIPMENT CO	motor grader bits	5,052.00-
RDO EQUIPMENT CO	motor grader bits	5,052.00
Total RDO EQUIPMENT CO (1414):		5,052.00
REWORX	Hangar and water service agreement for airtabl	2,392.50
REWORX	Hangar and water service agreement for airtabl	2,392.50
REWORX	Hangar and water service agreement for airtabl	2,392.50
REWORX	Hangar and water service agreement for airtabl	2,392.50
REWORX	Hangar and water service agreement for airtabl	2,392.50-
REWORX	Hangar and water service agreement for airtabl	2,392.50-
REWORX	Hangar and water service agreement for airtabl	2,392.50-
REWORX	Hangar and water service agreement for airtabl	2,392.50-
REWORX	Hangar and water service agreement for airtabl	2,392.50
REWORX	Hangar and water service agreement for airtabl	2,392.50
Total REWORX (1347):		4,785.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney	570.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney	570.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney	570.00-
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney	570.00-
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney	570.00
Total RIVER OAKS COMMUNICATIONS CORP (1402):		570.00
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 MAR2025	5,409.50
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 MAR2025	416.14
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 MAR2025	1,975.64
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 MAR2025	5,220.37
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 MAR2025	838.51
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 MAR2025	515.94
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 MAR2025	5,803.84
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 MAR2025	3,500.09
Total ROCKY MOUNTAIN POWER (435):		23,680.03
SILVER SPUR LANES INC	Employee and Family Bowling Night on 3.22.25	275.50
SILVER SPUR LANES INC	Employee and Family Bowling Night on 3.22.25	275.50

SILVER SPUR LANES INC	Employee and Family Bowling Night on 3.22.25	275.50-
SILVER SPUR LANES INC	Employee and Family Bowling Night on 3.22.25	275.50-
SILVER SPUR LANES INC	Employee and Family Bowling Night on 3.22.25	275.50

Total SILVER SPUR LANES INC (1486):		275.50
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STRIKE CONSULTING GROUP	Prof fees - 5th Street Phase 2	2,385.00
STRIKE CONSULTING GROUP	Prof fees - 5th Street Phase 2	2,385.00
STRIKE CONSULTING GROUP	Prof fees - 5th Street Phase 2	2,385.00-
STRIKE CONSULTING GROUP	Prof fees - 5th Street Phase 2	2,385.00-
STRIKE CONSULTING GROUP	Prof fees - 5th Street Phase 2	2,385.00
STRIKE CONSULTING GROUP	Prof fees - Easement mapping	558.75
STRIKE CONSULTING GROUP	Prof fees - Easement mapping	558.75
STRIKE CONSULTING GROUP	Prof fees - Easement mapping	558.75-
STRIKE CONSULTING GROUP	Prof fees - Easement mapping	558.75-
STRIKE CONSULTING GROUP	Prof fees - Easement mapping	558.75
STRIKE CONSULTING GROUP	Prof fees - McFarlane Dr	8,712.50
STRIKE CONSULTING GROUP	Prof fees - McFarlane Dr	8,712.50
STRIKE CONSULTING GROUP	Prof fees - McFarlane Dr	8,712.50-
STRIKE CONSULTING GROUP	Prof fees - McFarlane Dr	8,712.50-
STRIKE CONSULTING GROUP	Prof fees - McFarlane Dr	8,712.50
STRIKE CONSULTING GROUP	Prof fees - MFPA Streamgaging	1,317.50
STRIKE CONSULTING GROUP	Prof fees - MFPA Streamgaging	1,317.50
STRIKE CONSULTING GROUP	Prof fees - MFPA Streamgaging	1,317.50-
STRIKE CONSULTING GROUP	Prof fees - MFPA Streamgaging	1,317.50-
STRIKE CONSULTING GROUP	Prof fees - MFPA Streamgaging	1,317.50
STRIKE CONSULTING GROUP	Prof fees - Sewer Master Plan	22,350.00
STRIKE CONSULTING GROUP	Prof fees - Sewer Master Plan	22,350.00
STRIKE CONSULTING GROUP	Prof fees - Sewer Master Plan	22,350.00-
STRIKE CONSULTING GROUP	Prof fees - Sewer Master Plan	22,350.00-
STRIKE CONSULTING GROUP	Prof fees - Sewer Master Plan	22,350.00
STRIKE CONSULTING GROUP	Prof fees - Water meter replacement	1,341.25
STRIKE CONSULTING GROUP	Prof fees - Water meter replacement	1,341.25
STRIKE CONSULTING GROUP	Prof fees - Water meter replacement	1,341.25-
STRIKE CONSULTING GROUP	Prof fees - Water meter replacement	1,341.25-
STRIKE CONSULTING GROUP	Prof fees - Water meter replacement	1,341.25
STRIKE CONSULTING GROUP	Prof fees - MFPA FC&R	20,466.21
STRIKE CONSULTING GROUP	Prof fees - MFPA FC&R	20,466.21
STRIKE CONSULTING GROUP	Prof fees - MFPA FC&R	20,466.21-
STRIKE CONSULTING GROUP	Prof fees - MFPA FC&R	20,466.21-
STRIKE CONSULTING GROUP	Prof fees - MFPA FC&R	20,466.21

Total STRIKE CONSULTING GROUP (1112):		57,131.21
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TEAM LABORATORY CHEM LLC	bag cold mix	1,138.50
TEAM LABORATORY CHEM LLC	bag cold mix	1,138.50
TEAM LABORATORY CHEM LLC	bag cold mix	1,138.50-
TEAM LABORATORY CHEM LLC	bag cold mix	1,138.50-
TEAM LABORATORY CHEM LLC	bag cold mix	1,138.50

Total TEAM LABORATORY CHEM LLC (493):		1,138.50
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WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00-
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00-

WALLER, TECIA	Maintenance at LCCC and City Hall	500.00-
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00-
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00-
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00-
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
Total WALLER, TECIA (1333):		4,400.00
WAMCO LAB INC.	sewer ponds wet testing	2,420.00
WAMCO LAB INC.	sewer ponds wet testing	2,420.00
WAMCO LAB INC.	sewer ponds wet testing	2,420.00-
WAMCO LAB INC.	sewer ponds wet testing	2,420.00-
WAMCO LAB INC.	sewer ponds wet testing	2,420.00
Total WAMCO LAB INC. (548):		2,420.00
WATER REFUNDS	REFUND - WATER	63.59
Total WATER REFUNDS (552):		63.59
WESTERN LAW ASSOCIATES	Legal Services March 2025	2,432.50
WESTERN LAW ASSOCIATES	Legal Services March 2025	2,432.50
WESTERN LAW ASSOCIATES	Legal Services March 2025	2,432.50-
WESTERN LAW ASSOCIATES	Legal Services March 2025	2,432.50-
WESTERN LAW ASSOCIATES	Legal Services March 2025	2,432.50
Total WESTERN LAW ASSOCIATES (559):		2,432.50
WHITING LAW PC	Professional Services March 2025	367.50
WHITING LAW PC	Professional Services March 2025	367.50
WHITING LAW PC	Professional Services March 2025	367.50-
WHITING LAW PC	Professional Services March 2025	367.50-
WHITING LAW PC	Professional Services March 2025	367.50
Total WHITING LAW PC (564):		367.50
WILD MOUNTAIN PAINTING	Rodeo Bathrooms - LOR Grant - Painting of inte	4,200.00
WILD MOUNTAIN PAINTING	Rodeo Bathrooms - LOR Grant - Painting of inte	4,200.00
WILD MOUNTAIN PAINTING	Rodeo Bathrooms - LOR Grant - Painting of inte	4,200.00-
WILD MOUNTAIN PAINTING	Rodeo Bathrooms - LOR Grant - Painting of inte	4,200.00-
WILD MOUNTAIN PAINTING	Rodeo Bathrooms - LOR Grant - Painting of inte	4,200.00
Total WILD MOUNTAIN PAINTING (1242):		4,200.00
WILLIAM H SMITH & ASSOC	Prof fees - South 9th Intersections	6,860.00
WILLIAM H SMITH & ASSOC	Prof fees - South 9th Intersections	6,860.00
WILLIAM H SMITH & ASSOC	Prof fees - South 9th Intersections	6,860.00-
WILLIAM H SMITH & ASSOC	Prof fees - South 9th Intersections	6,860.00-
WILLIAM H SMITH & ASSOC	Prof fees - South 9th Intersections	6,860.00
WILLIAM H SMITH & ASSOC	Prof fees - Lincoln Street	4,637.50
WILLIAM H SMITH & ASSOC	Prof fees - Lincoln Street	4,637.50
WILLIAM H SMITH & ASSOC	Prof fees - Lincoln Street	4,637.50-
WILLIAM H SMITH & ASSOC	Prof fees - Lincoln Street	4,637.50-
WILLIAM H SMITH & ASSOC	Prof fees - Lincoln Street	4,637.50
WILLIAM H SMITH & ASSOC	Prof Fees Baldwin Creek Road	6,002.50
WILLIAM H SMITH & ASSOC	Prof Fees Baldwin Creek Road	6,002.50
WILLIAM H SMITH & ASSOC	Prof Fees Baldwin Creek Road	6,002.50-
WILLIAM H SMITH & ASSOC	Prof Fees Baldwin Creek Road	6,002.50-

WILLIAM H SMITH & ASSOC	Prof Fees Baldwin Creek Road	6,002.50
WILLIAM H SMITH & ASSOC	Prof fees - Baldwin Crk Rd	3,915.00
WILLIAM H SMITH & ASSOC	Prof fees - Baldwin Crk Rd	3,915.00
WILLIAM H SMITH & ASSOC	Prof fees - Baldwin Crk Rd	3,915.00-
WILLIAM H SMITH & ASSOC	Prof fees - Baldwin Crk Rd	3,915.00-
WILLIAM H SMITH & ASSOC	Prof fees - Baldwin Crk Rd	3,915.00
WILLIAM H SMITH & ASSOC	Prof fees South 9th Intersections	1,477.50
WILLIAM H SMITH & ASSOC	Prof fees South 9th Intersections	1,477.50
WILLIAM H SMITH & ASSOC	Prof fees South 9th Intersections	1,477.50-
WILLIAM H SMITH & ASSOC	Prof fees South 9th Intersections	1,477.50-
WILLIAM H SMITH & ASSOC	Prof fees South 9th Intersections	1,477.50
Total WILLIAM H SMITH & ASSOC (1058):		22,892.50
WWC ENGINEERING	Wells Value Engineering	5,678.25
WWC ENGINEERING	Wells Value Engineering	5,678.25
WWC ENGINEERING	Wells Value Engineering	5,678.25-
WWC ENGINEERING	Wells Value Engineering	5,678.25-
WWC ENGINEERING	Wells Value Engineering	5,678.25
Total WWC ENGINEERING (1326):		5,678.25
WY CONFERENCE OF MUNICIPAL COURTS	conference	150.00
WY CONFERENCE OF MUNICIPAL COURTS	conference	150.00
WY CONFERENCE OF MUNICIPAL COURTS	conference	150.00-
WY CONFERENCE OF MUNICIPAL COURTS	conference	150.00-
WY CONFERENCE OF MUNICIPAL COURTS	conference	150.00
Total WY CONFERENCE OF MUNICIPAL COURTS (1141):		150.00
WY DEPT OF AGRICULTURE	Dept of Ag, Commercial Kitchen License for LC	100.00
WY DEPT OF AGRICULTURE	Dept of Ag, Commercial Kitchen License for LC	100.00
WY DEPT OF AGRICULTURE	Dept of Ag, Commercial Kitchen License for LC	100.00-
WY DEPT OF AGRICULTURE	Dept of Ag, Commercial Kitchen License for LC	100.00-
WY DEPT OF AGRICULTURE	Dept of Ag, Commercial Kitchen License for LC	100.00
Total WY DEPT OF AGRICULTURE (592):		100.00
WYOGLOSS LLC	Garage door repair on opener. City Parks Maint	125.00
WYOGLOSS LLC	Garage door repair on opener. City Parks Maint	125.00
WYOGLOSS LLC	Garage door repair on opener. City Parks Maint	125.00-
WYOGLOSS LLC	Garage door repair on opener. City Parks Maint	125.00-
WYOGLOSS LLC	Garage door repair on opener. City Parks Maint	125.00
Total WYOGLOSS LLC (1370):		125.00
WYOMING RETIREMENT SYSTEM	Firefighter retirement pension	637.50
WYOMING RETIREMENT SYSTEM	Firefighter retirement pension	637.50
WYOMING RETIREMENT SYSTEM	Firefighter retirement pension	637.50-
WYOMING RETIREMENT SYSTEM	Firefighter retirement pension	637.50-
WYOMING RETIREMENT SYSTEM	Firefighter retirement pension	637.50
Total WYOMING RETIREMENT SYSTEM (614):		637.50
WYOMING TAXPAYERS ASSN.	membership	195.00
WYOMING TAXPAYERS ASSN.	membership	195.00
WYOMING TAXPAYERS ASSN.	membership	195.00-
WYOMING TAXPAYERS ASSN.	membership	195.00-
WYOMING TAXPAYERS ASSN.	membership	195.00

Total WYOMING TAXPAYERS ASSN. (617):		195.00
YOUTH SERVICES OF FREMONT CO	youth supervision	35,000.00
YOUTH SERVICES OF FREMONT CO	youth supervision	35,000.00
YOUTH SERVICES OF FREMONT CO	youth supervision	35,000.00-
YOUTH SERVICES OF FREMONT CO	youth supervision	35,000.00-
YOUTH SERVICES OF FREMONT CO	youth supervision	35,000.00
Total YOUTH SERVICES OF FREMONT CO (622):		35,000.00
Grand Totals:		785,007.99

Report GL Period Summary

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

Part time employee gross wages by department for the pay period 2/19/2025 – 3/18/2025

City Hall = \$532.00

Municipal Court = \$1,077.30

Police = \$1,386.00

March 31, 2025 Net Payroll
\$ 234,091.02

Transmittals		
	Aflac	\$ 467.29
	Child Support	\$ 1,554.50
	Colonial Life	\$ 232.55
	Payroll Taxes	\$ 79,300.24
	Fascorp - Deferred Comp	\$ 7,115.00
	FlexShare Benefits	\$ 1,191.67
	NCPERS - Prudential Life	\$ 128.00
	Trustmark Insurance Benefits	\$ 379.66
	Unum	\$ 2.05
	WEBT - WY Educators Benefit Trust (Health Ins.)	\$ 81,070.50
	Workers Comp	\$ 5,006.43
	Wyoming Retirement System	\$ 59,286.68

ORDINANCE 2025-4

AN ORDINANCE FIXING AND DETERMINING THE MILL LEVY NECESSARY TO BE LEVIED TO RAISE SUFFICIENT MONEY BY GENERAL TAX TO MEET THE CURRENT EXPENSES OF THE CITY OF LANDER FOR THE FISCAL YEAR COMMENCING JULY 1, 2025.

Section 1: A Mill Levy of eight (8) mills, no more, no less, is hereby fixed, determined and declared necessary to raise sufficient money by general tax upon the property within the City of Lander, Fremont County, Wyoming, to meet the current expenses of said City of Lander for the fiscal year commencing July 1, 2025.

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

PUBLIC HEARING DATE MARCH 11, 2025

PASSED ON FIRST READING MARCH 11, 2025

PASSED ON SECOND READING APRIL 8, 2025

PASSED ON THIRD READING

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

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By Missy White, Mayor

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on , following passage, adoption and approval of Ordinance 2025-4, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being .

Rachelle Fontaine, City Clerk

ORDINANCE 2025-3
QWEST CORPORATION d/b/a CENTURYLINK QC FRANCHISE AGREEMENT

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION d/b/a CENTURYLINK QC ON BEHALF OF ITSELF AND ITS AFFILIATES (“CENTURYLINK”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“SYSTEM”) IN THE CITY OF LANDER, WYOMING

The City hereby ordains that it is in the public interest to grant CenturyLink a Franchise to operate a System pursuant to the terms and conditions contained herein.

FINDINGS

In review of CenturyLink, the City of Lander, Wyoming (“City”) makes the following findings:

CenturyLink’s technical ability, financial condition, legal qualifications, and character were considered in a full public proceeding after due notice and a reasonable opportunity to be heard on February 11, 2025;

CenturyLink’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and

The Franchise granted to CenturyLink by the City complies with the existing laws and regulations of the City.

Section 1) Grant of Franchise. The City hereby grants to CenturyLink the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its, wires, conduits, conductors, cables and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, roadways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City (“Right-of-Way” or “Rights-of-Way”), for the purpose of providing telecommunications services to the City’s inhabitants (hereinafter “Franchise”). The Franchise area is defined as the area within the legal boundaries of the City.

Section 2) Acceptance by CenturyLink. Within sixty (60) days after the passage of this Ordinance by the City, CenturyLink shall file a signed copy thereof with the City Clerk; otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3) Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for five (5) years (“Initial Term”). At the end of the Initial Term, this Franchise will renew for subsequent twelve (12) month periods (“Renewal Term”) until either Party provides written notice of its intent to terminate at least thirty (30) days prior to the expiration of the current Renewal Term. The Initial Term and Renewal Term may be collectively referred to as the “Term.”

Section 4) Franchise Fee. As of the effective date of this Franchise, CenturyLink will pay the City a Franchise Fee of three percent (3%) of revenues received for the provision of local telecommunication services within the City calculated based upon CenturyLink’s Gross Revenues (based upon the services defined in Appendix A hereto) generated by the System (the “Franchise Fee”). Payment shall be made quarterly within thirty (30) days after the last day of the quarter to which the payment applies during the Term of this Franchise.

Section 5) Obligation in Lieu of Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction or applicable law, the Franchise Fee provided for herein shall be adjusted in accordance with applicable laws, provided the terms are applied on a competitively neutral and nondiscriminatory basis for similarity situated users of the rights of way. Further, to the extent allowed by law, CenturyLink shall collect the alternative amounts agreed upon through a surcharge upon Utility Service provided to City residents and businesses who are customers of CenturyLink.

Section 6) Remittance of Franchise Fee.

6.1 Correction of Franchise Fee Payments. In the event that either the City or CenturyLink discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. If the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error; otherwise, the error shall be corrected and adjustments applied in the next monthly payment following discovery. However, if the error results in an overpayment of the Franchise Fee to the City, and said overpayment is in

excess of Five Thousand Dollars (\$5,000.00), credit for the overpayment shall be adjusted in the successive monthly payments; provided that if such period would extend beyond the term of this Franchise, CenturyLink may elect to require the City to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All franchise fee underpayments shall be corrected in the next monthly payment following discovery, together with interest computed at the rate set by the Public Service Commission for customer security deposits held by CenturyLink, from the date when due until the date paid. In no event shall either party be required to fund or refund any overpayment or underpayment which occurred more than five (5) years prior to the discovery of the error.

6.2 Audit of Franchise Fee Payments.

- A) Every five (5) years commencing at the end of the Initial term of this Franchise, the City may, upon written notice to CenturyLink request that CenturyLink conduct an internal audit to investigate and determine the correctness of the franchise fees paid to the City. Such audit shall be limited to the previous two (2) calendar years, or as otherwise requested by the City. Within sixty (60) days following the City’s written request, CenturyLink shall provide a written report to the City Clerk containing the audit findings.
- B) If the City disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit, and CenturyLink shall cooperate, including but not necessarily limited to, providing the City’s auditor with all information reasonably necessary to complete the audit or by making such information available via email within a reasonable time thereafter for review by the City.
- C) If the results of a City audit conducted pursuant to subsection 6.2(B) conclude that CenturyLink has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City and interest, CenturyLink shall also pay all reasonable costs of the City’s audit.
- D) This Franchise Fee relates only to the permission to use a public Right-of-Way under the terms and conditions set forth. The Franchise Fee shall not relieve CenturyLink from compensating the City to the extent that City permits are otherwise required in accordance with applicable law. The Franchise Fee is separate and apart from permit fees and any amounts collected for taxes or surcharges paid to federal, state, or local governments.

6.3 Fee Disputes. Either party may challenge any written notification of error as provided for in this Franchise by filing a written notice to the other party. The other party shall respond to any written notice of error within thirty (30) days from such other party’s receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party’s challenge. The parties shall make good faith efforts to resolve any such challenge and to provide such reasonable documentation to support any such written notification of error.

Section 7) Records Inspection. CenturyLink shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make such available. Subject to applicable laws, any information that is provided to the City and that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to CenturyLink following review. The City will not make copies of such information. Subject to applicable law, neither the City nor CenturyLink shall be required to publicly disclose information which is proprietary or confidential in nature, absent an appropriate order from a court or agency of competent jurisdiction. The City agrees to treat any information disclosed by CenturyLink as confidential pending a contrary determination, and only to disclose to its employees, representatives, agents or consultant that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law. The City agrees to notify CenturyLink in writing if the City receives a request to disclose confidential information, so that CenturyLink may take appropriate action to protect its interest.

Section 8) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself or any other entity. The City, however, shall not unreasonably interfere with CenturyLink’s Facilities or the rights granted CenturyLink herein.

Section 9) City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 10) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the City, the City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by CenturyLink of its Facilities. CenturyLink shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage, attorneys' fees, costs and expenses of whatsoever kind or nature on account of CenturyLink's use of the Right-of-Way, except to the extent arising out of the negligence or willful misconduct of the City.

Section 11) Insurance Requirements.

11.1 CenturyLink will maintain in full force and effect for the term of the Franchise, at CenturyLink's expense, the following insurance coverage:

- A) Workers' Compensation and Employers Liability Insurance. CenturyLink shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Right-of-Way. CenturyLink's coverage shall be under the Wyoming Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. CenturyLink's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000) per employee for each accident or disease. CenturyLink shall also supply to the City proof of workers' compensation and employer's liability insurance for any contractor or subcontractor before allowing that contractor or subcontractor on the job site.
- B) Commercial General Liability Insurance. CenturyLink shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate.
- C) Business Automobile Liability. CenturyLink shall maintain, during the entire term, automobile liability insurance for owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence.

11.2 Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Term. All policies shall be primary and not contributory. CenturyLink shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.

11.3 City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. CenturyLink shall provide a copy of an endorsement providing this coverage.

11.4 City's Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

Section 12) Maps and Installation of CenturyLink's Facilities.

12.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

12.2 CenturyLink shall provide to the City upon written request of CenturyLink such as-built maps and/or drawings as the City may reasonably request, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City's Geographical Information System ("GIS"). CenturyLink shall also provide as-built maps and/or drawings to City staff, when specifically requested. Facilities plans shall be filed within ninety (90) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to CenturyLink's Facilities in the City. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.

12.3. CenturyLink shall, prior to commencing new construction (which involves disturbance of the Right-of-Way) or major reconstruction work in public Right-of-Way or other public places, apply for a permit from the City at CenturyLink's expense, which permit shall not be unreasonably withheld, conditioned or delayed. CenturyLink will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit beforehand to perform emergency repairs to its

Facilities but shall be required to contact the City prior to making any such repairs or reasonably soon thereafter following any need to restore CenturyLink's services. Permits shall not be required for routine maintenance or repair, however permits shall be pulled after completion of emergency repairs so that the City will have a record of such work. All contractors and subcontractors of CenturyLink shall also be required to pull permits at their expense, as provided above, except for routine maintenance or repairs.

12.4 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located and agreed upon so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

12.5 If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Rights-of-Way or other public property, CenturyLink shall replace and restore such Rights-of-Way or public property at CenturyLink's sole cost and expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

12.6 Before installation of new underground facilities or replacing existing underground facilities, CenturyLink shall first notify the City and may allow the City, at its own expense, to either share the trench for laying of its own facilities to the extent feasibly possible or provide a price for adding empty conduit to the extent feasibly possible, provided that such action will not unreasonably delay CenturyLink's project completion or increase CenturyLink's construction costs.

12.7 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, replacing or relocating its sewers, streets, water mains, sidewalks, or other public property.

12.8 In areas where all other utility lines are placed underground, CenturyLink shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, CenturyLink shall contact the City to determine if CenturyLink will be allowed to install its Facilities aerially, or above ground.

12.9 CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

12.10 To promote efficiencies, CenturyLink shall coordinate its work in the Rights-of-Way with the City and other users of the Rights-of-Way.

12.11 During construction in the Rights-of-Way, CenturyLink shall obtain bonds, such as generally applicable construction bonds, in accordance with the City's ordinary policies and procedures to cover remedial work and restoration of the Rights-of-Way.

Section 13) Relocation of Facilities

13.1 Relocation for the City. The City agrees to provide CenturyLink with as much advance written notice of any requirement for the City to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove CenturyLink's Facilities for a public purpose. Weather permitting, CenturyLink shall, upon receipt of advance written notice of not less than ninety (90) days or such reasonable period of time that the Parties may agree, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any CenturyLink property located in the Rights-of-Way when required by the City consistent with its police powers. CenturyLink shall be responsible for any costs associated with these obligations to the extent required under applicable federal, state or local law.

13.2 Relocation for a Third Party. CenturyLink shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any CenturyLink property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and CenturyLink is given advance written notice of not less than one hundred twenty (120) days. In said situation, CenturyLink will require advance payment of the costs.

13.3 Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the City determines there is no reasonable alternative, CenturyLink shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases have the right to abandon the Facilities and convey title to the City.

Section 14) Vegetation Management. CenturyLink shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on CenturyLink; instead, this right gives permission to CenturyLink should CenturyLink elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

Section 15) Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, CenturyLink and the City shall meet, using best faith efforts, to begin negotiating Franchise renewal.

Section 16) Revocation of Franchise for Non-Compliance.

16.1 In the event the City believes that CenturyLink has not complied with the terms of this Ordinance, the City shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged non-compliance.

16.2 CenturyLink shall have thirty (30) days from receipt of the written notice described in subsection 16.1 to either respond to the City, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the City of the steps being taken and the projected date that the steps will be completed.

16.3 In the event that CenturyLink does not comply with subsection 16.2, above, the City shall schedule a public hearing to address the asserted non-compliance issue. The City shall provide CenturyLink at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

16.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 16.3, determines that CenturyLink is non-compliant with this Ordinance, the City may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages; or
- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 16.5, below.

16.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to CenturyLink. CenturyLink shall have thirty (30) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at another public hearing. The City shall cause to be served upon CenturyLink, at least thirty (30) additional days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give CenturyLink an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. CenturyLink may appeal the City’s determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within thirty (30) days of the issuance of the City’s determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

Section 17) No Waiver of Rights. Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasion to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert or take any position as to the legality or appropriateness of any provision in this Ordinance that it believes is inconsistent with federal or state law, as may be amended.

Section 18) Transfer of Franchise. CenturyLink’s right, title or interest in the Franchise and Facilities shall not be sold, transferred or assigned, or otherwise encumbered without written permission from the City, except for a transfer or assignment to an entity that purchases all or substantially all of CenturyLink’s assets located in Fremont County, any entity that acquires a majority of the equity interests in CenturyLink or a direct or indirect parent company of CenturyLink, any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving CenturyLink or any of its direct or indirect parent companies or any sale, transfer, assignment, or encumbrance to an entity controlling, controlled by, or under common control with CenturyLink, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of CenturyLink in the Franchise or Facilities to secure indebtedness.

Section 19) Amendment. At any time during the Term of the Franchise, the City or CenturyLink may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendments. No amendment may be adopted without mutual written agreement of the Parties.

Section 20) Force Majeure. Neither party shall be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by epidemics, pandemics, acts of terrorism, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or fiber cut or other damage or event that is reasonably beyond that party’s ability to anticipate or control. This section also covers work delays caused by waiting for utility providers to service or monitor their utility poles on which CenturyLink’s Facilities or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 21) Change of Law. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes CenturyLink’s or the City’s rights or obligations under this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then CenturyLink and the City, by providing written notice to the other party, each shall have the right to request that affected portions of this Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within thirty (30) days thereafter. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the City or CenturyLink may file an action with any court of competent jurisdiction to conform the Franchise to the new law, regulation or order.

Section 22) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or (b) within five (5) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below:

The City of Lander
240 Lincoln Street
Lander, WY 82520
Attention: City Clerk

Qwest Corporation d/b/a CenturyLink QC
c/o NRE/ROW Network
931 14th Street
Denver, Colorado 80202

With a copy at the same address to the Attention of Network Legal Counsel

Section 23) Retention of Governmental Immunity. By entering into this Franchise, the City does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this Franchise.

Section 24) No Third Party Beneficiaries. This Franchise is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any other third party or entity.

Section 25) Headings. The headings of the sections and subsections are inserted for convenience of reference only and shall not affect the interpretation or meaning of the text herein.

Section 26) Severability. If any section, subsection, paragraph or sentence hereof is for any reason determined to be illegal, invalid, or unenforceable by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, subsection, paragraph or sentence hereof, all of which will remain in full force and effect for the Term of the Franchise and any renewal or renewals thereof.

Section 27) Venue. Venue for any judicial dispute between the parties shall be in State Court in Lander, Wyoming or the United States District Court for the District of Wyoming in Lander.

Section 28) Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 29) Effective Date. This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Lander.

APPROVED on 1st Reading this 11th day of February 2025

APPROVED on 2nd Reading this 11th day of March, 2025

APPROVED on 3rd Reading this 8th day of April, 2025

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 8th day of April, 2025.

THE CITY OF LANDER
A Municipal Corporation

By: _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

Qwest Corporation d/b/a CenturyLink QC
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on April 9, 2025, following passage, adoption, and approval of Ordinance 2025-3 Missy White, the duly elected, qualified, and acting Mayor of the City of Lander, issued this proclamation, and said Ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being April 12, 2025.

Rachelle Fontaine, City Clerk

APPENDIX A

CALCULATION OF FRANCHISE FEE

Retail local exchange telecommunications services provided by CenturyLink to CenturyLink’s customers within the City are subject to the Franchise fee outlined in this Agreement.

Business Local Access, including Flat Rate, Multiparty, and Extended Area Service
Residential Local Access, including Flat Rate, Multiparty, and Extended Area Service Local Access Trunks
Local Exchange Installation, Upgrade, Late Fees and Disconnection Fees
Local Voice over Internet Protocol (VoIP) (notwithstanding the Internet exclusion below)
Session Initiated Protocol Trunking
Hosted Voice Services
Business Measured Usage Local Access Service
Flat Usage Local Access Trunks
Low Income Telephone Assistance Program Local Access
Measured Rate Local Access Trunk Usage
Message Rate Local Access Trunk Usage
Public Access Line (PAL) Service
Residential Measured Usage

The following is a listing of revenue categories not representing the retail sale of local access services and, therefore, are excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

Utility and any Privilege taxes
Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks
Revenue from directory advertising
Bad debt write-offs and customer credits;
Non-sufficient funds charges;
Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
Any franchise fees that are not chargeable per federal or state law;
Revenues from any carrier purchased for resale;
Revenues from Internet access; and
Revenues from private line services not for local access.

BID TABULATION

Section 9, Item A.

[illegible]

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

BID NUMBER: E0125 CONTACT: Lance Hopkin OPEN DATE: March 6, 2025 BID TIME: 2:00 PM BID LOCATION: City Hall, 240 Lincoln Street, Lander WY 82520	The City of Lander is a political subdivision of the State of Wyoming and is a tax-exempt entity.
Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.	

The City of Lander will receive sealed bids for furnishing up to three (3) 2025 Ford F-150 4X4 Vehicles for the City of Lander, FOB destination City of Lander Maintenance Shop, 1390 Buena Vista Drive, Lander, WY, in accordance with the attached specifications. The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost.

The model submitted may be an approved equal, with written approval of the City of Lander. Any vendors wishing to submit a substitute model **MUST** provide product documentation and any bid exceptions two weeks before the bid opening. The City of Lander will publish a written listing of any allowed substitute/equivalent models via an Addendum. **ALL** substitution requests and bid exceptions shall be submitted via email to the City Engineer at lhopkin@landerwyoming.org no later than March 4, 2025 at 2:00 PM. The City of Lander **WILL NOT** consider any substitution requests or bid exceptions that are not pre-approved.

BID FORM

ITEM DESCRIPTION: (3) - Ford F-150 4X4 VEHICLES

Bidder to specify Make/Model/Year of vehicle: 2025 FORD F-150 XL REGULAR CAB

(Each) \$ 41,399.00

(Total/Qty 3) \$ 124,197.00

Please state delivery time frame: 90-150 DAYS # DAYS ARO

DEALER NOT RESPONSIBLE FOR
DELAYS CAUSED BY THE MANUFACTURER

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

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

Bidder's Name: <u>FREMONT MOTOR COMPANY</u> Bidder's Address <u>1731 W. MAIN ST.</u> Phone: <u>307-220-7475</u> Signature: <u></u>	E-mail: <u>NROBESON@FREMONTMOTORS.COM</u> City: <u>LANDER</u> St. <u>WY</u> Zip <u>82520</u> Fax: _____ Title: <u>FLEET MANAGER</u>
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GENERAL PROVISIONS

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

City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. The basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or services to be purchased as a result of this invitation to bid. **The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.**

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

The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless, and indemnify the City of Lander therefrom.

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

LIQUIDATED DAMAGES

Unavoidable Delays:

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

Notification of Delay:

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

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

Request for Extension:

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

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

Liquidated Damages:

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

NEW 2025 Ford F-150 4X4 VEHICLE BID SPECIFICATIONS

- ✓ • Exterior Color: Oxford White
- ✓ • Interior Color: Medium Dark Slate
- ✓ • Interior Style: Cloth 40/20/40 Front seat
- ✓ • 5.0 V8 Engine
- ✓ • 10 Speed Auto transmission
- ✓ • Regular Cab
- ✓ • 8 Foot Bed
- ✓ • 141 Inch Wheelbase
- ✓ • XL series
- ✓ • Equipment group 101A
- ✓ • 17" silver steel wheels
- ✓ • 265/70R17 BSW All terrain tires
- ✓ • 3.73 Electronic lock RR Axle
- ✓ • 7000# GVWR Package
- ✓ • Engine Block heater
- ✓ • Skid plates
- ✓ • Extended Range 36GAL Fuel tank



Preview Order 8112 - F1L - 4x4 XL Regular Cab : Order Summary Time of Preview: 03/04/2025 10:49:00 Receipt: 3/4/2025

Dealership Name : Fremont Motor Company

Sales Code : F56408

Dealer Rep.	NICHOLAS ROBESON	Type	Fleet	Vehicle Line	F-150	Order Code	8112
Customer Name	CITY OF LANDE	Priority Code	G2	Model Year	2025	Price Level	555

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 REGULAR CAB XL - 141	\$42465	FORD FLEET SPECIAL ADJUSTMENT	\$0
141 INCH WHEELBASE	\$0	JOB #2 ORDER	\$0
TOTAL BASE VEHICLE	\$42465	FRONT LICENSE PLATE BRACKET	\$0
OXFORD WHITE	\$0	ENGINE BLOCK HEATER	\$190
CLOTH 40/20/40 FRONT SEAT	\$0	SKID PLATES	\$160
MEDIUM DARK SLATE	\$0	50 STATE EMISSIONS	\$0
EQUIPMENT GROUP 101A	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$0
.XL SERIES	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.17" SILVER STEEL WHEELS	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
5.0L V8 ENGINE	\$2060	FUEL CHARGE	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.265/70R 17 BSW ALL-TERRAIN	\$0	PRICED DORA	\$0
3.73 ELECTRONIC LOCK RR AXLE	\$0	ADVERTISING ASSESSMENT	\$0
7000# GVWR PACKAGE	\$0	DESTINATION & DELIVERY	\$1995
		MSRP	
TOTAL BASE AND OPTIONS			\$46870
DISCOUNTS			NA
TOTAL			\$46870

This order has not been submitted to the order bank.

This is not an invoice.

Notice of Award

Date: April 9, 2025

Project: (3) 2025 Ford F-150 4x4 vehicles	
Owner: City of Lander	Owner's Contract No.: E0125
Contract: (3) 2025 Ford F-150 4x4 vehicles	Engineer's Project No.: N/A
Bidder: Fremont Motor Company	
Bidder's Address: 1731 W. Main St Lander, WY 82520	

You are notified that your Bid dated 03/04/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Three 2025 Ford F-150 4x4 vehicles.

The Contract Price of your Contract is for all vehicles, resulting in the amount totaling \$124,197.00 (\$41,399.00 per vehicle).

You must comply with the following conditions precedent within [30] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed 3-2025 Ford F-150 4x4 Vehicles Purchase Agreement.
2. Follow and abide by all terms and conditions set forth in the Invitation to Bid, Bid Form with attached General Provisions, and New Ford F-150 4X4 Vehicle Bid Specifications for three (3) 2025 Ford F-150 4X4 Vehicles, Bid Number E0125, and 3-2025 Ford F-150 4x4 Vehicles Purchase Agreement.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

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

City of Lander, WY

Owner

By:

Authorized Signature

Title

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3- 2025 FORD F-150 4X4 VEHICLES
PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Fremont Motor Company, whose address is 1731 W. Main Street, Lander WY 82520 hereinafter referred to as “Bidder”.

RECITALS

WHEREAS, the City advertised a Request for Bids and provided an Invitation to Bid, Bid Form with attached General Provisions, and New Ford F-150 4X4 Vehicle Bid Specifications for three (3) 2025 Ford F-150 4X4 Vehicles, Bid Number E0125,

WHEREAS, the Bidder submitted a completed and signed Invitation to Bid, Bid Form Number E0125 including the attached General Provisions and Specifications, dated March 4, 2025; and,

WHEREAS, the City authorized a Notice of Bid Award #E0125 for three (3)- 2025 Ford F-150 4X4 Vehicles to the low bidder Fremont Motor Company in the amount of \$ 124,197.00 (\$41,399.00 per vehicle), based on the completed and signed Invitation to Bid, Bid Form Number E0125 including the attached General Provisions and Specifications, dated March 4, 2025; and

WHEREAS, the Bidder agrees to provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0125 including the General Provisions Specifications, dated March 4, 2025 according to the terms and conditions set forth in the signed Invitation to Bid, Bid Form Number E0125 including the General Provisions Specifications, dated and this Agreement.

TERMS AND CONDITIONS

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

1. RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. DESCRIPTION OF WORK. The Bidder shall provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0125 including the attached Specifications, dated March 4, 2025, and a copy of those documents are attached hereto and incorporated herein as the terms and conditions of this Agreement.

3. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
4. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
5. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
6. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
7. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
8. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
9. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
10. 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.
11. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

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

THE CITY OF LANDER,
a municipal corporation:

BY: _____
Missy White, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
Fremont Motor Company

BID TABULATION

Section 9, Item B.

[illegible]

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

BID NUMBER: E0225 CONTACT: Lance Hopkin OPEN DATE: March 6, 2025 BID TIME: 2:00 PM BID LOCATION: City Hall, 240 Lincoln Street, Lander WY 82520	The City of Lander is a political subdivision of the State of Wyoming and is a tax-exempt entity.
Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.	

The City of Lander will receive sealed bids for furnishing two (2) - 2025 DODGE DURANGO GT AWD VEHICLES for the City of Lander, FOB destination City of Lander Maintenance Shop, 1390 Buena Vista Drive, Lander, WY, in accordance with the attached specifications. The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost.

The model submitted may be an approved equal, with written approval of the City of Lander. Any vendors wishing to submit a substitute model **MUST** provide product documentation and any bid exceptions two weeks before the bid opening. The City of Lander will publish a written listing of any allowed substitute/equivalent models via an Addendum. **ALL** substitution requests and bid exceptions shall be submitted via email to the City Engineer at lhopkin@landerwyoming.org no later than March 4, 2025 at 2:00 PM. The City of Lander **WILL NOT** consider any substitution requests or bid exceptions that are not pre-approved.

BID FORM E0225

ITEM DESCRIPTION: 2 - DODGE DURANGO GT AWD

Bidder to specify Make/Model/Year of vehicle: 2025 DODGE DURANGO GT

(Each) \$ 40,496.00

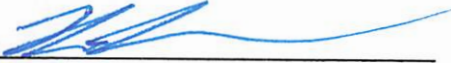
(Total/Qty 2) \$ 80,992.00

Please state delivery time frame: 120-150 DAYS # DAYS ARO

DEALER NOT LIABLE FOR
DELAYS CAUSED BY MANUFACTURER

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

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

Bidder's Name: <u>FREMONT MOTOR COMPANY</u>	E-mail: <u>NROBESON@FREMONTMOTORS.COM</u>
Bidder's Address <u>1731 W. MAIN ST.</u>	City: <u>LANDER</u> St. <u>WY</u> Zip <u>82520</u>
Phone: <u>307-220-7475</u>	Fax: _____
Signature: <u></u>	Title: <u>FLEET MANAGER</u>

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GENERAL PROVISIONS

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

funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. The basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or services to be purchased as a result of this invitation to bid. **The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.**

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

found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless, and indemnify the City of Lander therefrom.

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

LIQUIDATED DAMAGES

Unavoidable Delays:

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

Notification of Delay:

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

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

Request for Extension:

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

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

Liquidated Damages:

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

2025 DODGE DURANGO GT AWD VEHICLE SPECIFICATIONS

- ✓ • Exterior Color: White Knuckle clear coat
- ✓ • Interior Color: Black Interior Color
- ✓ • Interior Style: Black Cloth Seats
- ✓ • Engine: 3.6 V6 24V VVT.
- ✓ • Transmission: 8-speed Automatic 850RE Transmission. 4-wheel drive.
- ✓ • 160 Amp alternator
- ✓ • 2 Door passive entry
- ✓ • 24.6 Gallon fuel tank
- ✓ • 265/50R20 BSW A/S LRR Tires
- ✓ • 3rd-row seat
- ✓ • 7 passenger seating
- ✓ • Advanced Multistage front airbags
- ✓ • Anti-lock 4-wheel disc HD brakes
- ✓ • ATC w/3 Zone temp control
- ✓ • Automatic headlamps
- ✓ • Blind spot and cross-path detection
- ✓ • Driver inflatable knee bolster airbag
- ✓ • Electric power steering
- ✓ • Electronic stability control
- ✓ • Exterior mirrors with heating element
- ✓ • GVW rating of 6500LBS
- ✓ • Heated front seats
- ✓ • Heated steering wheel
- ✓ • Hill start assist

- ✓ • Park sense rear park assist with stop
- ✓ • Park view rear backup camera
- ✓ • Power 4-way driver lumbar adjustment
- ✓ • Power 8-way driver/manual passenger seat
- ✓ • Power-heated mirrors with fold away
- ✓ • Power Liftgate
- ✓ • Power locks
- ✓ • Pushbutton start
- ✓ • Power front windows with one touch-up and down
- ✓ • Rear window defroster
- ✓ • Rear window wiper/washer
- ✓ • Remote keyless entry
- ✓ • Remote start system
- ✓ • Supplemental side curtain all rows airbags
- ✓ • Supplemental front seat side airbags
- ✓ • Supplemental side airbags
- ✓ • Tilt / Telescoping steering column
- ✓ • Tire pressure monitoring display
- ✓ • Uconnect 5 Nav with 10.1" Display
- ✓ • Power Train Warranty - 60,000 Mile Powertrain Warranty
- ✓ • Bumper to Bumper Warranty – 3 Years or 36,000 MILE

FREMONT MOTOR COMPANY
1731 West Main Street
LANDER, WY 825202659

Configuration Preview

Date Printed:	2025-03-04 12:35 PM	VIN:	Quantity:	1
Estimated Ship Date:		VON:	Status:	BA - Pending order
			FAN 1:	00FGL City of Lander, WY
			FAN 2:	
			Client Code:	
			Bid Number:	TB5099
			PO Number:	

Sold to:	Ship to:
FREMONT MOTOR COMPANY (43348)	FREMONT MOTOR COMPANY (43348)
1731 West Main Street	1731 West Main Street
LANDER, WY 825202659	LANDER, WY 825202659

Vehicle: **2025 DURANGO GT AWD (WDEH75)**

	Sales Code	Description	MSRP(USD)
Model:	WDEH75	DURANGO GT AWD	43,995
Package:	2BD	Customer Preferred Package 2BD	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5099	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595
		Total Price:	<u>45,590</u>

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	99
Salesperson:			
Customer Name:			
Customer Address:	USA		
Instructions:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Notice of Award

Date: April 9, 2025

Project: (2) 2025 Dodge Durango GT AWD Vehicles	
Owner: City of Lander	Owner's Contract No.: E0225
Contract: (2) 2025 Dodge Durango GT AWD Vehicles	Engineer's Project No.: N/A
Bidder: Fremont Motor Company	
Bidder's Address: P1731 W. Main St Lander, WY 82520	

You are notified that your Bid dated 03/04/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **(2) 2025 Dodge Durango GT AWD Vehicles**.

The Contract Price of your Contract is for all vehicles, resulting in the amount totaling \$80,992.00 for both vehicles (\$40,496.00 each).

You must comply with the following conditions precedent within [30] days of the date you receive this Notice of Award.

1.

Deliver to the Owner [1] fully executed **(2) 2025 Dodge Durango GT AWD Vehicles** Purchase Agreement.
2.

Follow and abide by all terms and conditions set forth in the Invitation to Bid, Bid Form with attached General Provisions, and **(2) 2025 Dodge Durango GT AWD Vehicles** Specifications **(2) 2025 Dodge Durango GT AWD Vehicles**, Bid Number E0225, and **(2) 2025 Dodge Durango GT AWD Vehicles** Purchase Agreement.
3.

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

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

City of Lander, WY

Owner

By:

Authorized Signature

Title

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2- 2025 DODGE DURANGO GT AWD VEHICLES **PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of April, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Fremont Motor Company, whose address is 1731 W. Main Street, Lander WY 82520 hereinafter referred to as “Bidder”.

RECITALS

WHEREAS, the City advertised a Request for Bids and provided an Invitation to Bid, Bid Form with attached General Provisions, and 2025 Dodge Durango GT AWD Vehicle Bid Specifications for two (2) 2025 Dodge Durango GT AWD Vehicles, Bid Number E0225,

WHEREAS, the Bidder submitted a completed and signed Invitation to Bid, Bid Form Number E0225 including the attached General Provisions and Specifications, dated March 4, 2025; and,

WHEREAS, the City authorized a Notice of Bid Award #E0225 for two (2) 2025 Dodge Durango GT AWD Vehicle, Bid Specifications for two (2) 2025 Dodge Durango GT AWD Vehicles, Bid Number E0225 Vehicles to the low bidder Fremont Motor Company in the amount of \$ 80,922.00 (\$40,496.00 per vehicle), based on the completed and signed Invitation to Bid, Bid Form Number E0225 including the attached General Provisions and Specifications, dated March 4, 2025; and

WHEREAS, the Bidder agrees to provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0225 including the General Provisions Specifications, dated March 4, 2025 according to the terms and conditions set forth in the signed Invitation to Bid, Bid Form Number E0225 including the General Provisions Specifications, dated and this Agreement.

TERMS AND CONDITIONS

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

1. RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. DESCRIPTION OF WORK. The Bidder shall provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0225 including the attached Specifications, dated March 4, 2025, and a copy of those documents are attached hereto and incorporated herein as the terms and conditions of this Agreement.

3. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
4. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
5. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
6. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
7. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
8. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
9. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
10. 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.
11. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

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

THE CITY OF LANDER,
a municipal corporation:

BY: _____
Missy White, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
Fremont Motor Company

BID TABULATION

Section 9, Item C.

[illegible]

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

BID NUMBER: E0325 CONTACT: Lance Hopkin or Chief Peters OPEN DATE: March 6, 2025 BID TIME: 2:00 PM BID LOCATION: City Hall, 240 Lincoln Street, Lander WY 82520	The City of Lander is a political subdivision of the State of Wyoming and is a tax-exempt entity.
Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.	

The City of Lander will receive sealed bids for up to two (2) 2025 AWD Dodge Durango Pursuit Vehicles for the City of Lander, FOB destination City of Lander Maintenance Shop, 1390 Buena Vista Drive, Lander, WY, in accordance with the attached specifications. The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost.

The model submitted may be an approved equal, with written approval of the City of Lander. Any vendors wishing to submit a substitute model **MUST** provide product documentation and any bid exceptions two weeks before the bid opening. The City of Lander will publish a written listing of any allowed substitute/equivalent models via an Addendum. **ALL** substitution requests and bid exceptions shall be submitted via email to the City Engineer at lhopkin@landerwyoming.org no later than March 4, 2025 at 2:00 PM. The City of Lander **WILL NOT** consider any substitution requests or bid exceptions that are not pre-approved.

ITEM DESCRIPTION: 2 AWD DODGE DURANGO PURSUIT VEHICLE

Bidder to specify Make/Model/Year of vehicle: 2025 DODGE DURANGO PURSUIT

(Each) \$ 40,351.00

(Total/Qty 2) \$ 80,702.00

Please state delivery time frame: 120-150 DAYS **# DAYS ARO**

DEALER NOT RESPONSIBLE FOR
DELAYS CAUSED BY MANUFACTURER

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

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

The undersigned bidder certifies that the bidder's vehicles comply with and meet the specification requirements for Bid Number E0325 as set forth in the DODGE DURANGO PURSUIT VEHICLE AWD SPECIFICATIONS.

Bidder's Name: <u>FREMONT MOTOR COMPANY</u>	E-mail: <u>NROBESON@FREMONTMOTORS.COM</u>
Bidder's Address <u>1731 W. MAIN ST.</u>	City: <u>LANDER</u> St. <u>WY</u> Zip <u>82520</u>
Phone: <u>307-220-7475</u>	Fax: _____
Signature: 	Title: <u>FLEET MANAGER</u>

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GENERAL PROVISIONS

1. Bidders failing to use the bid form provided by the City will be disqualified. Only one copy of the bid is required. Alternate bids will not be considered unless the alternate was previously approved by the City. The bid proposal shall not contain any recapitulation by the bidder of the work to be done or items to be furnished in an attempt to condition the bid. Any such recapitulation will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specifications shall be clearly indicated by the bidder. Bids must be signed in the space provided on the face of the bid. The signature shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered.
2. Bids may not be withdrawn for 45 days after the bid opening. Bids may be revised prior to opening in writing, signed by an authorized representative of the company; or fax or email prior to the bid opening and followed with proper written confirmation received by the City within three calendar days thereafter. No bid may be revised after the opening.
3. Bids will be publicly opened and read at the time and place advertised for the opening of the bid, as shown on the "Invitation to Bid". Written addenda will be issued to all bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised. Requests for bid clarification shall be made no later than ten (10) days prior to the opening date. The City's response will be provided to all bidders of record. No bid received after the opening time has arrived will be considered. Late bids will be returned unopened. It is the sole responsibility of the bidder to ensure that bids arrive by the date and time specified. The bid shall be submitted in a sealed envelope that shows the bid number or name of the item or service being bid, and the date and time of opening to ensure against premature opening of the bid. Faxed or emailed bids will not be accepted. If the City of Lander City Hall is closed for any reason at the date and time scheduled for bid opening, the bid opening will automatically be rescheduled for the same time on the next working day that City Hall is officially open.
4. The award will be made to the qualified, responsible Wyoming resident bidder submitting the lowest responsive bid if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the face of the bid. If the bidder is a resident bidder, they may be asked to provide a copy of the "State of Wyoming Certificate of Residency Status". The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved. The basis for the award will be on total bid unless stated otherwise, and will include, where applicable, trade-in allowances, discounts, and other factors that may be indicated in the "Invitation to Bid". Prompt payment discounts of less than 20 days will not be considered in the award; otherwise, terms are net 30 days. In all cases where trades are shown on the "Invitation to Bid", the City reserves the right to trade or not to trade as deemed in its best interest. Trade-ins are "As Is-Where Is". If the City elects not to trade, the award will be based as stated above, without taking the trade(s) into consideration for the total bid amount. The City reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid

exceeds budgeted funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. The basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or services to be purchased as a result of this invitation to bid. **The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.**

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

found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless, and indemnify the City of Lander therefrom.

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

LIQUIDATED DAMAGES

Unavoidable Delays:

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

Notification of Delay:

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

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

Request for Extension:

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

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

Liquidated Damages:

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

DODGE DURANGO PURSUIT VEHICLE AWD SPECIFICATIONS

- ✓ 1. Exterior Color: White Knuckle Clear-Coat Exterior Paint
- ✓ 2. Interior Color: Black Interior Color
- ✓ 3. Interior Style: Cloth Front Bucket Seats with Vinyl Rear Seat
- ✓ 4. Engine_3.6L V6 24V VVT Pentastar Engine with Stop/Start
- ✓ 5. Transmission 8-Speed Automatic 850RE Transmission.
- ✓ 6. All Wheel Drive.
- ✓ 7. Instrument Panel Mounted Electronic Shifter
- ✓ 8. Upfitter Electronic Module (VSIM)
- ✓ 9. Police ABS 4-Wheel Heavy-Duty Disc Brakes
- ✓ 10. Police Tuned Suspension
- ✓ 11. Engine Hour Meter
- ✓ 12. Equipment Mounting Bracket
- ✓ 13. Police Floor Console
- ✓ 14. Black Vinyl Floor Covering
- ✓ 15. 130-MPH Maximum Speed Calibration.
- ✓ 16. Auxiliary Switches.
- ✓ 17. Advanced Multistage Front Air Bags, Supplemental Side-Curtain All-Rows Air Bags, Supplemental Front Seat-Mounted Side Air Bags.
- ✓ 18. ParkView® Rear Back-Up Camera
- ✓ 19. ParkSense® Rear Park-Assist with Stop Blind-Spot and Cross-Path Detection
- ✓ 20. 4-Wheel Traction Control
- ✓ 21. Class IV Receiver-Hitch
- ✓ 22. Electronic Stability Control
- ✓ 23. 24.6-Gallon Fuel Tank
- ✓ 24. Remote Keyless-Entry Push-Button Start
- ✓ 25. 220-Amp Alternator
- ✓ 26. Black left LED Spot Lamp
- ✓ 27. Uconnect® 4 with 8.4-inch Touch Screen Display AppleCarPlay®, Google Android Auto™ AND SiriusXM® Capable

- ✓ 28. Integrated Voice Command
- ✓ 29. Steering Wheel Mounted Audio Controls
- ✓ 30. 8-Way Power Driver and Manual Passenger Seats 4-Way Power Lumbar Adjustable Driver Seat
- ✓ 31. Air Conditioning with 3-Zone Automatic Temp Control
- ✓ 32. Tilt / Telescope Steering-column
- ✓ 33. Tire Pressure Monitoring Display
- ✓ 34. 18-inch x 8.0-inch Black Steel Wheels W/ Bright Hub Caps
- ✓ 35. 255/60R18 BSW On/Off Road Tires
- ✓ 36. Full-size spare tire with Matching Wheel
- ✓ 37. Heated Mirrors with fold
- ✓ 38. Rear Window Wiper/ Washer
- ✓ 39. Skid-Plate Group -Fuel Tank Skid Plate, Transfer Case Skid Plate, Suspension Skid Plate, Underbody Skid Plate.
- ✓ 40. Power Liftgate
- ✓ 41. Security Alarm
- ✓ 42. Four Key Fobs
- ✓ 43. Secure Park Package
- ✓ 44. Enhanced Accident Response System.
- ✓ 45. Hill Start Assist
- ✓ 46. Power Train Warranty - 60,000 Mile Powertrain Warranty
- ✓ 47. Bumper to Bumper Warranty – 3 Years or 36,000 MILE

FREMONT MOTOR COMPANY
1731 West Main Street
LANDER, WY 825202659

Configuration Preview

Date Printed:	2025-03-04 12:07 PM	VIN:	Quantity:	1
Estimated Ship Date:		VON:	Status:	BA - Pending order
			FAN 1:	00FGL City of Lander, WY
			FAN 2:	
			Client Code:	
			Bid Number:	TB5099
			PO Number:	

Sold to:	Ship to:
FREMONT MOTOR COMPANY (43348)	FREMONT MOTOR COMPANY (43348)
1731 West Main Street	1731 West Main Street
LANDER, WY 825202659	LANDER, WY 825202659

Vehicle: 2025 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,940
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	160
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	JRC	Power Liftgate	480
	ADL	Skid Plate Group	370
	LNf	Black Left LED Spot Lamp	750
	CUG	Police Floor Console	1,195
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5099	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595

Total Price: **48,490**

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	99
Salesperson:			
Customer Name:			
Customer Address:	USA		
Instructions:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Notice of Award

Date: April 9, 2025

Project: (2) 2025 Dodge Durango Pursuit AWD vehicles	
Owner: City of Lander	Owner's Contract No.: E0325
Contract: (2) 2025 Dodge Durango Pursuit AWD vehicles	Engineer's Project No.: N/A
Bidder: Fremont Motor Company	
Bidder's Address: 1731 W. Main St Lander, WY 82520	

You are notified that your Bid dated 03/04/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **(2) 2025 Dodge Durango Pursuit AWD vehicles**.

The Contract Price of your Contract is for all vehicles, resulting in the amount totaling **\$80,702.00 (\$40,351.00 per vehicle).**

You must comply with the following conditions precedent within [30] days of the date you receive this Notice of Award.

1. Deliver to the Owner **[1]** fully executed (2) 2025 Dodge Durango Pursuit AWD vehicles Purchase Agreement.
2. Follow and abide by all terms and conditions set forth in the Invitation to Bid, Bid Form with attached General Provisions, and 2025 Dodge Durango GT AWD Vehicle Bid Specifications for two (2) 2025 Dodge Durango Pursuit AWD Vehicles, Bid Number E0225, and 2-2025 Dodge Durango Pursuit AWD Vehicles Purchase Agreement.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

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

City of Lander, WY

Owner

By:

Authorized Signature

Title

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2- 2025 AWD DODGE DURANGO PURSUIT VEHICLES PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Fremont Motor Company, whose address is 1731 W. Main Street, Lander WY 82520 hereinafter referred to as “Bidder”.

RECITALS

WHEREAS, the City advertised a Request for Bids and provided an Invitation to Bid, Bid Form with attached General Provisions, and (2) 2025 AWD Dodge Pursuit Vehicles Bid Specifications for two (2) 2025 AWD Dodge Pursuit Vehicles, Bid Number E0325,

WHEREAS, the Bidder submitted a completed and signed Invitation to Bid, Bid Form Number E0325 including the attached General Provisions and Specifications, dated March 4, 2025; and,

WHEREAS, the City authorized a Notice of Bid Award #E0325 for two ((2) 2025 AWD Dodge Pursuit Vehicles , Bid Specifications for two (2) 2025 AWD Dodge Pursuit Vehicles , Bid Number E0325 to the low bidder Fremont Motor Company in the amount of \$ 80,702.00 (\$40,351.00 per vehicle), based on the completed and signed Invitation to Bid, Bid Form Number E0325 including the attached General Provisions and Specifications, dated March 4, 2025; and

WHEREAS, the Bidder agrees to provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0325 including the General Provisions Specifications, dated March 4, 2025 according to the terms and conditions set forth in the signed Invitation to Bid, Bid Form Number E0325 including the General Provisions Specifications, dated and this Agreement.

TERMS AND CONDITIONS

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

1. RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. DESCRIPTION OF WORK. The Bidder shall provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0325 including the attached Specifications, dated March 4, 2025, and a copy of those documents

are attached hereto and incorporated herein as the terms and conditions of this Agreement.

3. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
4. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
5. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
6. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
7. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
8. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
9. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
10. 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.
11. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

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

THE CITY OF LANDER,
a municipal corporation:

BY: _____
Missy White, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
Fremont Motor Company

BID TABULATION

Section 9, Item D.

[illegible]

INVITATION TO BID

CITY OF LANDER, WYOMING
LANDER, WY 82520
PHONE: (307) 332 2870

BID NUMBER: E0425 CONTACT: Lance Hopkin OPEN DATE: April 2, 2025 BID TIME: 2:00 PM BID LOCATION: City Hall, 240 Lincoln Street, Lander WY 82520	The City of Lander is a political subdivision of the State of Wyoming and is a tax-exempt entity.
Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.	

The City of Lander will receive sealed bids for one (1) 2025 4X4 Ram 3500 CAB CHASSIS for the City of Lander, FOB destination City of Lander Maintenance Shop, 1390 Buena Vista Drive, Lander, WY, in accordance with the attached specifications. The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost.

The model submitted may be an approved equal, with written approval of the City of Lander. Any vendors wishing to submit a substitute model **MUST** provide product documentation and any bid exceptions two weeks before the bid opening. The City of Lander will publish a written listing of any allowed substitute/equivalent models via an Addendum. **ALL** substitution requests and bid exceptions shall be submitted via email to the City Engineer at lhopkin@landerwyoming.org no later than March 27, 2025 at 2:00 PM. The City of Lander **WILL NOT** consider any substitution requests or bid exceptions that are not pre-approved.

ITEM DESCRIPTION: 1 4X4 Ram 3500 REG CAB CHASSIS

Bidder to specify Make/Model/Year of vehicle: 2025 RAM 3500 REG CAB CHASSIS

(Each) \$ 52,732.00

(Total/Qty 1) \$ 52,732.00

Please state delivery time frame: 8-24 WEEKS **# DAYS ARO**

DEALER NOT LIABLE FOR DELAYS CAUSED BY MANUFACTURER

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

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

The undersigned bidder certifies that the bidder’s vehicles comply with and meet the specification requirements for Bid Number E0325 as set forth in the DODGE DURANGO PURSUIT VEHICLE AWD SPECIFICATIONS.

Bidder’s Name: <u>FREMONT MOTOR COMPANY</u>	E-mail: <u>NROBESON@FREMONTMOTORS.COM</u>
Bidder’s Address <u>1731 W. MAIN ST.</u>	City: <u>LANDER</u> St. <u>WY</u> Zip <u>82520</u>
Phone: <u>307-220-7475</u>	Fax: _____
Signature: <u></u>	Title: <u>FLEET MANAGER</u>

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GENERAL PROVISIONS

1. Bidders failing to use the bid form provided by the City will be disqualified. Only one copy of the bid is required. Alternate bids will not be considered unless the alternate was previously approved by the City. The bid proposal shall not contain any recapitulation by the bidder of the work to be done or items to be furnished in an attempt to condition the bid. Any such recapitulation will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specifications shall be clearly indicated by the bidder. Bids must be signed in the space provided on the face of the bid. The signature shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered.
2. Bids may not be withdrawn for 45 days after the bid opening. Bids may be revised prior to opening in writing, signed by an authorized representative of the company; or fax or email prior to the bid opening and followed with proper written confirmation received by the City within three calendar days thereafter. No bid may be revised after the opening.
3. Bids will be publicly opened and read at the time and place advertised for the opening of the bid, as shown on the "Invitation to Bid". Written addenda will be issued to all bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised. Requests for bid clarification shall be made no later than ten (10) days prior to the opening date. The City's response will be provided to all bidders of record. No bid received after the opening time has arrived will be considered. Late bids will be returned unopened. It is the sole responsibility of the bidder to ensure that bids arrive by the date and time specified. The bid shall be submitted in a sealed envelope that shows the bid number or name of the item or service being bid, and the date and time of opening to ensure against premature opening of the bid. Faxed or emailed bids will not be accepted. If the City of Lander City Hall is closed for any reason at the date and time scheduled for bid opening, the bid opening will automatically be rescheduled for the same time on the next working day that City Hall is officially open.
4. The award will be made to the qualified, responsible Wyoming resident bidder submitting the lowest responsive bid if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the face of the bid. If the bidder is a resident bidder, they may be asked to provide a copy of the "State of Wyoming Certificate of Residency Status". The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved. The basis for the award will be on total bid unless stated otherwise, and will include, where applicable, trade-in allowances, discounts, and other factors that may be indicated in the "Invitation to Bid". Prompt payment discounts of less than 20 days will not be considered in the award; otherwise, terms are net 30 days. In all cases where trades are shown on the "Invitation to Bid", the City reserves the right to trade or not to trade as deemed in its best interest. Trade-ins are "As Is-Where Is". If the City elects not to trade, the award will be based as stated above, without taking the trade(s) into consideration for the total bid amount. The City reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid

exceeds budgeted funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. The basis of payment will be for actual quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or services to be purchased as a result of this invitation to bid. **The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.**

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

found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless, and indemnify the City of Lander therefrom.

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

LIQUIDATED DAMAGES

Unavoidable Delays:

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

Notification of Delay:

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

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

Request for Extension:

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

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

Liquidated Damages:

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

RAM 3500 4X4 REG CAB CHASSIS SPECIFICATIONS

- ✓ 1. 3500 REG CAB CHASSIS 4X4 (143.5 in WB - CA of 60 in
- ✓ 2. 2UA Package
- ✓ 3. Tradesman Level 1 Equipment Group
- ✓ 4. 6.4L V8 Hemi HD Engine
- ✓ 5. 8-Spd Auto 8HP75-LCV Transmission
- ✓ 6. Bright White Clear Coat
- ✓ 7. Monotone Paint
- ✓ 8. HD Vinyl 40/20/40 Split Bench Seat
- ✓ 9. Black/Diesel Gray Interior
- ✓ 10. Engine Block Heater
- ✓ 11. Dual Alternators Rated at 400 Amps
- ✓ 12. Full Size Spare Tire
- ✓ 13. 2 Additional Key Fobs
- ✓ 14. Rear Backup Alarm
- ✓ 15. ParkView Rear Back-up Camera
- ✓ 16. LT235/80R17E Off Road Tires
- ✓ 17. Dual Rear Wheels
- ✓ 18. Front License Plate Bracket
- ✓ 19. 6.2 Additional Gallons of Gas
- ✓ 20. Power Train Warranty - 5 Year or 60,000 Mile
- ✓ 21. Bumper to Bumper Warranty – 3 Years or 36,000 Mile

FREMONT MOTOR COMPANY
1731 West Main Street
LANDER, WY 825202659

Configuration Preview

Date Printed: 2025-04-02 1:19 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00FGL City of Lander, WY
FAN 2:
Client Code:
Bid Number: TB5099
PO Number:

Sold to:
FREMONT MOTOR COMPANY (43348)
1731 West Main Street
LANDER, WY 825202659

Ship to:
FREMONT MOTOR COMPANY (43348)
1731 West Main Street
LANDER, WY 825202659

Vehicle: 2025 3500 REG CAB CHASSIS 4X4 (143.5 in WB - CA of 60 in) (DD8L63)

	Sales Code	Description	MSRP(USD)
Model:	DD8L63	3500 REG CAB CHASSIS 4X4 (143.5 in WB - CA of 60 in)	50,825
Package:	2UA	Customer Preferred Package 2UA	0
	ESL	6.4L V8 HEMI HD Engine	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	WLA	Dual Rear Wheels	1,395
	TSG	LT235/80R17E Off Road Tires	995
	XAC	ParkView Rear Back-up Camera	495
	XAW	Rear Backup Alarm	145
	XCH	2 Additional Key Fobs	275
	TBB	Full Size Spare Tire	395
	4DH	Prepaid Holdback	0
	XBJ	Dual Alternators Rated at 400 Amps	495
	4ES	Delivery Allowance Credit	0
	NHK	Engine Block Heater	95
	MAF	Fleet Purchase Incentive	0
	A7B	Tradesman Level 1 Equipment Group	2,595
	MDA	Front License Plate Bracket	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5099	Government Incentives	0
Discounts:	YG6	6.2 Additional Gallons of Gas	0
Destination Fees:			1,995

Total Price: 59,705

Order Type: Fleet
Scheduling Priority: 1-Sold Order

PSP Month/Week:
Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Salesperson:
Customer Name:
Customer Address:
USA
Instructions:

Notice of Award

Date: April 9, 2025

Project: (1) 2025 4x4 Ram 3500 Cab Chassis

Owner: City of Lander

Owner's Contract No.: E0425

Contract: (1) 2025 4x4 Ram 3500 Cab Chassis

Engineer's Project No.: N/A

Bidder: Fremont Motor Company

Bidder's Address: P1731 W. Main St Lander, WY 82520

You are notified that your Bid dated 04/02/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **(1) 2025 4x4 Ram 3500 Cab Chassis**.

The Contract Price of your Contract is for all vehicles, resulting in the amount totaling

\$52,732.00.

You must comply with the following conditions precedent within [30] days of the date you receive this Notice of Award.

1. Deliver to the Owner **[1]** fully executed **(1) 2025 4x4 Ram 3500 Cab Chassis** Purchase Agreement.
2. Follow and abide by all terms and conditions set forth in the Invitation to Bid, Bid Form with attached General Provisions, and **2025 4x4 Ram 3500 Cab Chassis Bid** Specifications for **(1) 2025 4x4 Ram 3500 Cab Chassis**, Bid Number E0425, and **(1) 2025 4x4 Ram 3500 Cab Chassis** Purchase Agreement.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

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

City of Lander, WY

Owner

By:

Authorized Signature

Title

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1- 2025 4X4 Ram 3500 CAB CHASSIS VEHICLE

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Fremont Motor Company, whose address is 1731 W. Main Street, Lander WY 82520 hereinafter referred to as “Bidder”.

RECITALS

WHEREAS, the City advertised a Request for Bids and provided an Invitation to Bid, Bid Form with attached General Provisions, and 4X4 Ram 3500 Cab Chassis Bid Specifications for one (1) 2025 4X4 Ram 3500 Cab Chassis, Bid Number E0425,

WHEREAS, the Bidder submitted a completed and signed Invitation to Bid, Bid Form Number E0125, including the attached General Provisions and Specifications, dated April 2, 2025; and,

WHEREAS, the City authorized a Notice of Bid Award #E0425 for one (1)- 2025 4X4 Ram 3500 Cab Chassis to the low bidder Fremont Motor Company in the amount of \$52,732.00 based on the completed and signed Invitation to Bid, Bid Form Number E0425 including the attached General Provisions and Specifications, dated April 2, 2025; and

WHEREAS, the Bidder agrees to provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0425 including the General Provisions Specifications, dated April 2, 2025 according to the terms and conditions set forth in the signed Invitation to Bid, Bid Form Number E0425 including the General Provisions Specifications, dated and this Agreement.

TERMS AND CONDITIONS

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

1. RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. DESCRIPTION OF WORK. The Bidder shall provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0425 including the attached Specifications, dated April 2, 2025, and a copy of those documents are attached hereto and incorporated herein as the terms and conditions of this Agreement.

3. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
4. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
5. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
6. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
7. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
8. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
9. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
10. 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.
11. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

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

THE CITY OF LANDER,
a municipal corporation:

BY: _____
Missy White, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
Fremont Motor Company



CITY OF LANDER, WYOMING

OFFICE OF THE MAYOR

April 9, 2025

John Wendling
Wyoming Business Council
214 W 15th Street
Cheyenne WY 82001

by email to john.wendling@wyo.gov

The City of Lander requests to terminate the 2022 BRC grant agreement in the amount of \$889,105.00 for the Table Mountain Living Community Infrastructure. During the Council work session on February 25, 2025, there was consensus among the Council not to fund the construction of the facility in the 2025-26 budget. This determination is not based on the recognized need for such a facility - but on the lack of statutory authority to operate Table Mountain Living Community as envisioned, and the detrimental changes in possible funding opportunities as described below.

- In the summer of 2024, it was determined that the Lander Housing Authority (designated operator by City resolution) did not have statutory authority to operate an Assisted Living/Memory Care facility unless it was designated for 100% low-income purposes per WSS 15-10-102.
- The City Council and Housing Authority are determined to have these healthcare services available to citizens at all income levels.
- Our state and local governments will realize severe multi-year budget cuts starting in FY 2025-26 due to the tax relief bills and other legislation recently passed this session.
- It is likely that existing local government services will be cut in the next few years due to the recently passed property tax cut initiatives. It is not prudent to add new services that require large capital construction costs at the same time.
- The ARPA funding, so readily available in recent years, has run its course with very few grants and low interest loan opportunities for capital construction projects being available in the near future.
- This project was bid in Dec 2024 and the final project costs currently used for budgeting and fundraising will have to be increased for additional construction funding due to inflation.
- Council and staff voiced that neither a revenue bond issue nor a special purpose tax is likely to pass considering the overwhelming citizen/legislative support of the recent taxpayer cuts at the state and local level.

The City of Lander regrettably requests to terminate the 2022 agreement. Thank you for your attention to this matter. The City of Lander wholeheartedly supports WBC programs and hopes that the released funds can be used for other worthy BRC approved projects.

Respectfully submitted,

Missy White, Mayor

cc: Patrick Edwards by email to patrick.edwards@wyo.gov

Noelle Reed by email to noelle.reed@wyo.gov

**RESOLUTION 1353
REVOKING RESOLUTIONS 1203 AND 1329
ROMOVING THE AUTHORIZATION FOR THE LANDER HOUSING
AUTHORITY TO MANAGE THE TABLE MOUNTAIN LIVING COMMUNITY
HOUSING PROJECT.**

WHEREAS, Resolution 1203 dated May 11, 2021, and Resolution 1329 dated April 9, 2024, authorized the Lander Housing Authority to create and manage Table Mountain Living Community facility for assisted living and memory care services; and,

WHEREAS, In June 2024 it was determined by legal counsel that the Lander Housing Authority does not have statutory authority to proceed with these duties unless the facility is 100% low-income pursuant to Wyo. Stat. Ann. §§15-10-102 and 15-10-115, which is not consistent with the mission to make these services available locally for residents of all income levels; and,

WHEREAS, Resolution 136, dated February 17, 1979, authorized the Lander Housing Authority limited authority to create and manage housing opportunities specifically restricted to Low Income and disability housing is still in effect for managing Pushroot Village Apartments; and,

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander and the Lander Housing Authority hereby agree to revoke Resolutions 1203 and 1329 and the Lander Housing Authority will cease all planning, management, and contractual obligations related to the Table Mountain Living Community Assisted Living/ Memory Care facility,

PASSED, APPROVED AND ADOPTED the 8th day of April 8, 2025.

The City of Lander
A Municipal Corporation

Attest:

By: _____
Missy White, 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 April 8, 2025. 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

WIND RIVER VISITORS COUNCIL

P.O. Box 925 Lander, WY 82520 USA • 307-332-5546 • info@windriver.org • www.windriver.org

March 31, 2025

To all parties of the Joint Powers Agreement,

Attached is the Wind River Visitors Council's proposed budget and operating plan, effective July 1, 2025 through June 30, 2026 for your review and approval per the Joint Powers Agreement. Please do not hesitate to contact any of the town, city or county representatives listed below with questions. Please submit your approval no later than June 30, 2025.

Thank you.



Helen Wilson
Executive Director, WRVC

Wind River Visitors Council Board Members

Dave Furman
Town of Dubois Appointment

Krista Lobera
City of Lander Appointment

Helen Gordon
Town of Hudson Appointment

Maralyne Middour
County Commissioners Appointment

Hal Herron
City of Riverton Appointment

Owen Sweeney
City of Lander Appointment

Joel Highsmith
Town of Shoshoni Appointment

Frank Welty
Town of Dubois Appointment

Bryce House
City of Riverton Appointment

Erika Yarber
County Commissioners Appointment

	FY 2025-2026 Wind River Visitors Council Budget to Joint Powers Members DRAFT					
A	B	C	D	E	F	G
	Budget Category	Code	2024-2025 Budget	2025-2026 Budget	Section 9, ItemG.	Budget
1	Income					
2	Lodging Tax	4009	\$979,138	\$994,034		
3	Interest Earned	4501	\$3,240	\$3,591		
4	Destination Development Program	DD	\$300,000	\$0		
5	Total Revenue		\$ 1,282,378	\$ 997,625	\$ 997,625	100.00%
6						
7	Expenses					
8	Accounting Services					
9	Accounting Services	5000	\$10,000	\$11,750		
10	CPA Review or Audit	5300	\$15,000	\$15,500		
11	Total Accounting Services		\$25,000	\$27,250	\$ 27,250	2.73%
12						
13	Board Expenses					
14	Board Expenses	5400	\$3,500	\$4,000		
15	Wyoming Governor's Hospitality & Tourism Convention, Board Leadership Symposium	5500	\$5,000	\$10,000		
16	Board Training	5600	\$6,000	\$9,000		
17	Total Board Expenses		\$14,500	\$23,000	\$ 23,000	2.31%
18						
19	WRVC Office and Services					
20	WRVC Office Services	6000	\$ 20,000	\$ 20,000		
21	Cellular Telephone Stipend (\$50 per month)	6400	\$ 600	\$ 600		
22	Conference Attendance, Mileage, Meals	6500	\$ 20,000	\$ 22,000		
23	Professional Development	6600	\$ 3,500	\$ 3,500		
24	Total WRVC Office and Services		\$44,100	\$46,100	\$46,100	4.62%
25						
26	WRVC Staff					
27	WRVC Payroll (one full time staff, three part time staff)	6100	\$ 144,323	\$ 182,976		
28	FUTA/SUTA/FICA Taxes, Workers Compensation, Unemployment Insurance (25% of payroll)	6200	\$ 36,081	\$ 45,744		
29	Staff Medical Benefits, Retirement Benefits	6300	\$ 35,466	\$ 20,000		
30	Total WRVC Staff		\$215,870	\$248,720	\$248,720	24.93%
31						
32	Wind River Country Tourism Asset Development (TAD) \$248,508					
33	Community of Dubois 35.18% (FY 2024-2025 35%)	7000	\$85,675	\$87,425		
34	Community of Lander 30.35% (FY 2024-2025 32%)	7100	\$78,331	\$75,422		
35	Community of Riverton 34.47% (FY 2024-2025 33%)	7200	\$80,779	\$85,661		
36	Community of Shoshoni-Flat Rate	7300	\$9,800	\$9,900		
37	Community of Hudson-Flat Rate	7400	\$4,900	\$5,000		
38	Total Tourism Asset Development Program		\$ 259,485	\$ 263,408	\$ 263,408	26.40%
39						
40	Marketing Campaign					
41	Website Development	8000	\$11,300	\$74,313		
42	Direct Marketing, Leads, Online Marketing and Social Media	8025	\$97,815	\$151,390		
43	Google DMO Program	8050	\$2,000	\$0		
44	Regional & State Partnerships	8075	\$17,432	\$15,100		
45	Community Planning & Training	8100	\$11,040	\$11,040		
46	Photo and Video Library	8125	\$5,000	\$3,000		
47	Collateral Reprints	8150	\$43,000	\$43,000		
48	Press Relations/Events/Packages/Social Media	8175	\$54,000	\$56,340		
49	FAM Tours / Press Trips	8200	\$22,000	\$25,000		
50	Print Ads	8225	\$21,495	\$23,995		
51	Literature Distribution	8250	\$7,440	\$7,500		
52	Billboard in Shoshoni	8275	\$500	\$500		
53	Market Research and Analysis	8300	\$0	\$5,300		
54	Fulfillment Program	8325	\$18,000	\$10,000		
55	New Opportunities	8350	\$50,244	\$6,469		
56	Ambassador & Lodging Tax Education	8375	\$1,000	\$1,000		
57	Niche Target Marketing	8400	\$10,000	\$10,000		
58	Conference/Meeting Marketing	8425	\$5,000	\$5,000		
59	Group Tour Business	8450	\$2,500	\$2,500		
60	Support for Wind River Indian Reservation Interpretive Plan	8475	\$45,000	\$35,000		
61	International Marketing	8500	\$13,100	\$22,700		
62	Total Marketing Campaign		\$437,866	\$509,147	\$509,147	51.04%
63						
64	Air Service Marketing					
65	Air Service Marketing	9000	\$30,000	\$30,000	\$30,000	3.01%
66						
67	Board Discretionary Fund					
68	Board Discretionary Fund	9500		\$50,000	\$50,000	5.01%
69						
70	Destination Development Program (\$300,000)					
71	Destination Development Program (\$300,000)	DD	\$300,000	\$0		
72			300,000	0	\$0	0.00%
73	Total Expenses		\$ 1,110,951	\$ 1,197,625		120.05%
74	Cash From Prior Years' Surplus		\$44,593.00	\$200,000.00		
75	Over/(Under) Expenditures		\$0	\$0		

FY 2025-2026 Joint Powers Budget Notes

Code	Amount	Description
4009	\$994,034	Lodging Tax: This is the actual lodging tax revenue that was collected in fiscal year 2023 to 2024 and will serve as the budget for fiscal year 2025 to 2026.
4501	\$3,591	Interest Earned: Interest income in the beginning of fiscal year 2024 to 2025 averaged \$299.25 per month. This calculates to \$3,591 for the full fiscal year.
DD	\$0	Destination Development Program: The Wind River Visitors Council will not receive Destination Development Program funds in fiscal year 2025 to 2026, as these funds are received every other year.
5000	\$11,750	Accounting Services: This budget line has increased based on rising costs.
5300	\$15,500	CPA Review or Audit: This budget line has increased based on rising costs.
5400	\$4,000	Board Expenses: This budget line has increased based on rising costs.
5500	\$10,000	Wyoming Governor's Hospitality & Tourism Convention/Board Leadership Symposium: The Wind River Visitors Council is budgeting for new Board Members to attend the Wyoming Governor's Hospitality and Tourism Convention, and for the President, a member of the Executive Team and the Executive Director to attend the Board Leadership Symposium.
5600	\$9,000	Board Training: This board training will be conducted by Robert C. Harris, CAE.
6000	\$20,000	WRVC Office Services: This budget line is remaining the same based on this fiscal year's actual spendings.
6400	\$600	Cellular Telephone Stipend: This budget line is for a \$50 per month cellular telephone stipend.
6500	\$22,000	Conference Attendance, Mileage, Meals: This budget line has increased based on rising costs. In addition to conference attendance, this budget line also includes mileage for staff members and business meals that the Wind River Visitors Council hosts.
6600	\$3,500	Professional Development: This budget line supports staff development.

6100	\$182,976	WRVC Payroll: This budget line pays the salaries of several full time and part time employees.
6200	\$45,744	Taxes, Workers Compensation, Unemployment Insurance: 25% of payroll.
6300	\$20,000	Staff Medical and Retirement Benefits: This budget line pays for medical insurance through the Wyoming Association of Municipalities (WAM) Blue Cross Blue Shield and retirement through the Wyoming Retirement System.
7000	\$87,425	Dubois TAD: Dubois brought in 35.18% of the lodging tax in fiscal year 2023 to 2024.
7100	\$75,422	Lander TAD: Lander brought in 30.35% of the lodging tax in fiscal year 2023 to 2024.
7200	\$85,661	Riverton TAD: Riverton brought in 34.47% of the lodging tax in fiscal year 2023 to 2024.
7300	\$9,900	Shoshoni TAD: Lodging tax throughout Fremont County increased. Therefore, TAD funding increased.
7400	\$5,000	Hudson TAD: Lodging tax throughout Fremont County increased. Therefore, TAD funding increased.
8000	\$74,313	Website Development: This budget line includes blogs; a website rebuild; website management, hosting and services; domain and plug-in renewals; and email hosting.
8025	\$151,390	Direct Marketing, Leads, Online Marketing and Social Media: This budget line includes email marketing software; a Wyoming Tourism unlimited leads co-op; Search Engine Optimization (SEO); paid social media; Wyoming Tourism sponsored content; banners on Wyoming Tourism; Wyoming Tourism spring and fall co-ops; National Park Trips leads and banner advertising in the Denver International Airport.
8075	\$15,100	Regional and State Partnerships: This budget line includes the Wind River Visitors Council's podcast; the production of the Wind River Visitors Council's annual report; chamber memberships; and local and national partnerships and memberships.
8100	\$11,040	Community Planning and Training: This budget line includes sponsored content, display ads and sponsoring #Snapped on County 10.
8125	\$3,000	Photo and Video Library: This budget line includes new photo and video acquisition.
8150	\$43,000	Literature and Sticker Reprints: This budget line covers the cost of

		printing new Vacation Guides, 7 Self-Guided Driving Tour Maps and State co-op stickers.
8175	\$56,340	Press Relations/Events/Packages/Social Media: This budget line includes Wind River Country's monthly event calendar, public relations, social media management, industry and consumer newsletters and Muckrack (a media database).
8200	\$25,000	FAM Tours / Press Trips: This budget line has increased based on rising costs.
8225	\$23,995	Print Ads: This budget line includes a full page ad in the Wyoming Official Travel Guide and a full page ad in the National Park Journal, Yellowstone.
8250	\$7,500	Literature Distribution: This budget line includes multi-state literature distribution, literature distribution in Teton County and a rack space in the Jackson Hole airport.
8275	\$500	Billboard in Shoshoni: This budget line covers the annual cost of the Wind River Country billboard in Shoshoni.
8300	\$5,300	Market Research and Analysis: The Wind River Visitors Council currently uses the Wyoming Office of Tourism's Zartico program and Destination International's "products and tools" for its market research and analysis. We are adding Co-Star, which provides occupancy rates and other hotel data.
8325	\$10,000	Fulfillment Program (postage, packets): This budget line includes postage and handling of vacation packets.
8350	\$6,469	New Opportunities: This budget line supports new projects that are unknown at this time.
8375	\$1,000	Ambassador and Lodging Tax Education: This budget line is remaining the same based on this fiscal year's actual spendings.
8400	\$10,000	Niche Marketing: This budget line includes support for the trek program through the Fremont County Museums. It also focuses on marketing campaigns for specific audiences. These campaigns include veterans, winter, rodeo/west, cultural explorers, sightseeing adventurers, active recreationalists, etc.
8425	\$5,000	Conference/Meeting Marketing: This budget line is for conference and meeting marketing.
8450	\$2,500	Group Tour Business: This budget line is for group tour marketing.
8475	\$35,000	Wind River Indian Reservation Interpretive Plan: This budget line supports projects on the Wind River Indian Reservation. Fiscal year 2025 to 2026's projects include powwow support, a Wind River

		Indian Reservation TravelStorys expansion and marketing for Recomplete projects.
8500	\$22,700	International Marketing Programs: This budget line supports a Great American West partnership program and a Brand USA programmatic media campaign and global inspiration program.
9000	\$30,000	Air Service Marketing: This budget line supports air service marketing through the FAST group. It is remaining the same based on this fiscal year's actual spendings.
9500	\$50,000	Board Discretionary Fund: This budget line is a discretionary fund to support projects, activities and/or initiatives that the Wind River Visitors Council Board of Directors deems fit.
Cash from prior year surplus	\$200,000	Cash From Prior Year Surplus: This cash carryover supports some large fiscal year 2025 to 2026 projects, such as a website rebuild and advertising in Denver International Airport.

**Wind River Visitors Council (WRVC)
Fiscal Year 2025 to 2026 Budget Narrative**

Joint Powers Board Summary

The Wind River Visitors Council, a Destination Marketing Organization (DMO), is charged with the responsibility of investing lodging tax revenues to facilitate wider promotion and marketing of Fremont County and the Wind River Indian Reservation (branded as Wind River Country) as a tourist and visitor destination.

The Wind River Visitors Council’s mission is to stimulate tourism by increasing awareness of, and encouraging visitation to, the unique destinations, activities and events in Wind River Country.

Fiscal Year 2025 to 2026 Budget

The Wind River Visitors Council Joint Powers Board Budget was approved by the Wind River Visitors Council’s Board of Directors on Thursday, March 27, 2025 for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Revenue

The Wind River Visitors Council uses the previous full fiscal year’s actual numbers for its budget. The last full fiscal year was FY 2023 to 2024, which had a revenue of \$994,034 which is the number that you’ll see in the proposed Joint Powers Budget. This was surpassed only by fiscal year 2021 to 2022, which had a revenue of \$1,016,610.

In fiscal year 2025 to 2026 the Wind River Visitors Council will receive lodging tax revenue, but will not receive a Destination Development Program grant, as these funds are distributed every other year.

Oversight

Because the Wind River Visitors Council’s revenue exceeded \$1,000,000 in fiscal year 2023 to 2024, the organization was required by state statute to have a CPA financial audit conducted. The financial audit was submitted to the Wyoming Department of Audit and the County Clerk’s office as public record.

Budgeted Income		Percent of Budget
Lodging Tax Collections, Interest Income and Destination Development Program Funds	\$997,625	100%

Budgeted Expenses	Cost	Percent of Budget
Accounting Services	\$27,250	2.73%
Board Expenses	\$23,000	2.31%

Office and Services	\$46,100	4.62%
Wind River Visitors Council Staff	\$248,720	24.93%
Tourism Asset Development (TAD) Program	\$263,408	26.40%
Marketing Campaign	\$509,147	51.04%
Air Service Marketing (FAST)	\$30,000	3.01%
Board Discretionary Fund	\$50,000	5.01%
Destination Development Program	\$0	0%
TOTAL	\$1,197,625	120.05%
Cash From Prior Year Surplus	\$200,000	
Over/(Under) Expenditures	0	

Lodging Tax Vote

The two percent lodging tax was renewed in November 2022 with overwhelming support, as indicated by a 72 percent vote in favor of renewing.

The five percent statewide lodging tax went into effect on January 1, 2021, and Fremont County started receiving two percent of that when Fremont County's tax went up for renewal. The state lodging tax guarantees two percent lodging tax collections to Fremont County. The remaining two percent was on the 2022 ballot for public vote to bring the County's collections to its four percent rate. A breakdown is below.

Fremont County

3% Statewide lodging tax (goes to the Wyoming Office of Tourism)
 2% State local guarantee (comes from the Wyoming Office of Tourism)
 2% Local option
 7% Total lodging tax

Tourism Asset Development (TAD) Program

Our Joint Powers communities of Dubois, Hudson, Lander, Riverton and Shoshoni function as our visitor centers throughout Fremont County. The Lander Chamber of Commerce, the City of Riverton and the Towns of Dubois, Hudson and Shoshoni receive an allocation from the 25 percent of all lodging taxes collected in the form of the Tourism Asset Development (TAD) program. These funds support community tourism development and events. The FY 2025/2026 budget puts 25 percent of lodging tax collections at \$248,508. This is up from \$244,785 in FY 2024/2025. TAD funding is distributed to each community based on their percentage of contribution to the lodging tax collections. Shoshoni and Hudson receive a flat rate, which is significantly higher than their percentage of actual lodging tax collections.

TAD distributions for FY 2025/2026 will be:

Dubois 35.18%	7000	\$87,425
Lander 30.35%	7100	\$75,422

Riverton 34.47%	7200	\$85,661
Shoshoni-flat rate	7300	\$9,900
Hudson-flat rate	7400	\$5,000
Total TAD Program		\$263,408

Fremont County Lodging Tax Collections (Source: Wyoming Department of Revenue)

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
July	\$77,747.08	\$68,977.20	\$88,147.68	\$87,331.20	\$57,078.97	\$128,851.47	\$121,114.01	\$149,196.33	\$153,777.75
August	\$119,558.34	\$97,863.24	\$132,820.79	\$116,138.02	\$103,524.40	\$166,881.99	\$159,201.31	\$141,275.66	\$145,592.64
September	\$121,979.86	\$136,510.43	\$121,074.32	\$110,570.80	\$119,039.14	\$141,012.80	\$131,327.68	\$141,487.84	\$161,718.51
October	\$82,457.36	\$135,684.13	\$92,822.73	\$131,303.72	\$96,609.43	\$104,610.46	\$161,539.35	\$173,406.62	\$190,436.85
November	\$66,320.69	\$60,656.37	\$74,941.32	\$62,477.23	\$55,640.27	\$127,396.06	\$66,529.20	\$62,740.43	\$67,751.20
December	\$28,180.25	\$19,345.61	\$19,015.36	\$39,919.44	\$41,054.05	\$42,669.91	\$42,757.39	\$35,378.38	\$42,773.77
January	\$24,854.02	\$35,059.29	\$20,424.06	\$34,534.93	\$30,150.89	\$39,330.21	\$42,626.27	\$51,443.45	\$49,424.70
February	\$28,315.62	\$35,103.14	\$35,548.75	\$32,238.55	\$35,123.06	\$40,338.62	\$46,395.65	\$31,916.64	\$50,426.86
March	\$41,364.69	\$32,397.61	\$29,958.44	\$36,985.04	\$37,491.44	\$44,848.47	\$41,104.69	\$41,225.46	
April	\$29,770.09	\$37,741.83	\$34,868.18	\$32,041.45	\$45,623.20	\$57,967.09	\$55,490.21	\$53,218.64	
May	\$30,993.80	\$30,913.52	\$37,983.64	\$17,600.12	\$45,320.51	\$55,570.82	\$42,656.79	\$50,072.66	
June	\$40,827.68	\$37,353.76	\$47,084.25	\$29,190.44	\$62,844.46	\$67,132.87	\$68,395.46	\$62,672.01	
Total	\$692,369.48	\$727,606.13	\$734,689.52	\$730,330.94	\$729,499.82	\$1,016,610.77	\$979,138.01	\$994,034.12	\$861,902.28

Some Highlights from Fiscal Year 2024 to 2025 (so far)

In addition to marketing to local, state, national and international audiences, the Wind River Visitors Council is also involved in lots of projects. Some of the projects from the current fiscal year (2024 to 2025) are listed below.

Celebration: Powwow on the Wind River Indian Reservation

The Wind River Visitors Council, in partnership with the Eastern Shoshone Tribe and the Northern Arapaho Tribe, released “Celebration: Powwow on the Wind River Indian Reservation.” This informative and fun video dives into the powwow circuit, focusing specifically on the powwows and the people of the Wind River Indian Reservation.

Discover Dubois

The Wind River Visitors Council released “Discover Dubois,” a TravelStorys audio tour consisting of 10 locations, most of which can be walked to from the downtown Dubois area. Each site has a three-minute recording.

Kiosk on the Wind River Indian Reservation

The Wind River Visitors Council worked with Wind River Development Fund to put an informational kiosk under the gazebo at the Frank B. Wise Business Center in Fort Washakie on the Wind River Indian Reservation. The kiosk includes must visit locations, a section about the Wind River Indian Reservation, a section about attending a powwow, access to the TravelStorys Wind River Indian Reservation audio tour and a link to the Wind River Visitors Council’s event calendar.

Wayfinding Signage in Dubois, Lander and Riverton

This Destination Development Program project puts attractive signage throughout Dubois, Lander and Riverton. A committee of 10 people, with representation from each community, worked with a contractor to create a strategic plan for this signage. The signage will have a unified look, while also representing each community’s unique personality. The project will be completed in summer 2025.

An Expansion of the Art Banner Project in Hudson and Riverton

This is another Destination Development Program project. Several new art banners are now on display in Hudson and Riverton. Additional banners will be put up soon.

Strategic Plan

The Wind River Visitors Council worked with Young Strategies and Rudloff Solutions to create initiatives for its new five year plan, which kicked off on January 1, 2025.

Resident Sentiment Survey

The Wind River Visitors Council is working in partnership with the University of Wyoming to put together a resident sentiment survey for Wind River Country. This survey will examine public perceptions of tourism, including the positives and negatives of economic development, environmental impacts, over-tourism, quality of life and other areas. The survey will launch during National Travel and Tourism Week, which takes place from May 4 to 10.

Fall Hospitality & Tourism Summit

Each fall, the Wyoming Hospitality & Travel Coalition presents the Fall Hospitality & Tourism Summit. The Wind River Visitors Council submitted a proposal to have this year's event in Riverton. The proposal was selected, and this year's event takes place on October 22 and 23 at Central Wyoming College. Accommodations and additional activities will take place at the Holiday Inn and the Hampton Inn & Suites.

Podcast

Last May, the Wind River Visitors Council launched a podcast, *Wyoming's Wind River Country: Yellowstone's Unique Neighbor*. New episodes air on the fourth Thursday of every month. This fiscal year's episodes so far are:

- July—Exploring the Night: Sinks Canyon State Park's Journey to Dark Sky Designation
- August—Echoes of Uranium: Unearthing Jeffrey City's Ghostly Past
- September—Beneath the Boulders: Exploring Boulder Choke Cave in Sinks Canyon
- October—Spirits of Riverton: Unveiling the Haunting Tales of Downtown
- November—Exploring Wind River Country's Local Food Scene
- December—Dubois Cowboy Christmas: Parade, Western Decor & Holiday Cheer
- January—Reeling in Winter Fun: Ice Fishing Derby Adventures at Boysen Reservoir
- February—Racing to the Finish: Dubois Hosts the Final Stage of the Pedigree Stage Stop Race



EMPLOYER PLAN SELECTION

This form must be completed and returned to WTW no later than April 30, 2025. Effective July 1, 2025, City of Lander selects the following benefit options to be offered to our staff.

X NO PLAN CHANGES, DELETIONS OR ADDITIONS

MEDICAL (Maximum of 3 options per group)

- X \$3,500 Deductible, 80/20 to \$7,500, \$50 Office Copay
- \$5,000 Deductible, 80/20 to \$7,500, \$55 Office Copay
- \$1,650 High Deductible Health Plan
- \$2,500 High Deductible Health Plan
- \$3,500 High Deductible Health Plan
- \$5,000 High Deductible Health Plan

DENTAL

- X Standard Option Dental
- High Option Dental

VISION

- X Employer Paid Vision
- Voluntary Vision

LIFE

- X Life and AD&D
- X Dependent Life

Group Name City of Lander Branch WEBT
Authorized by Date



Employer/Employee Contribution Split Dollar Amounts

Section 9, Item H.

Please select from the following options:

☐ Do NOT show rates on WEBT Portal

☒ Do show rates on WEBT Portal

- Dollar amounts will be entered on the WEBT Online Portal, so please complete contribution amounts (in dollars) below.
- If you have contribution splits other than outlined below, please email the details to your WEBT representative.

Medical Plan(s)

Deductible: 3500

	Employer	Employee
Single	\$ 857.62	\$ 125.38
2 Adults	\$ 1709.94	\$ 231.06
Adult + Dep	\$ 1483.14	\$ 205.86
Family	\$ 2332.74	\$ 334.26

Dental Plan

	Employer	Employee
Single	\$	\$ 36.00
2 Adults	\$	\$ 92.00
Adult + Dep	\$	\$ 74.00
Family	\$	\$ 109.00

Deductible: _____

	Employer	Employee
Single	\$	\$
2 Adults	\$	\$
Adult + Dep	\$	\$
Family	\$	\$

Vision Plan

	Employer	Employee
Employee	\$ 7.40	\$
Employee + 1 (Child or Spouse)	\$ 10.43	\$
EE + 2 or More Children	\$ 10.43	\$
Family	\$ 18.69	\$

Deductible: _____

	Employer	Employee
Single	\$	\$
2 Adults	\$	\$
Adult + Dep	\$	\$
Family	\$	\$

Employer Paid Life

Life and AD&D	3.38
Dependent Life	1.25

The above employer/employee contribution splits will remain in effect from July 1, 2025 through June 30, 2026. If any changes are made, you must notify your WEBT representative.

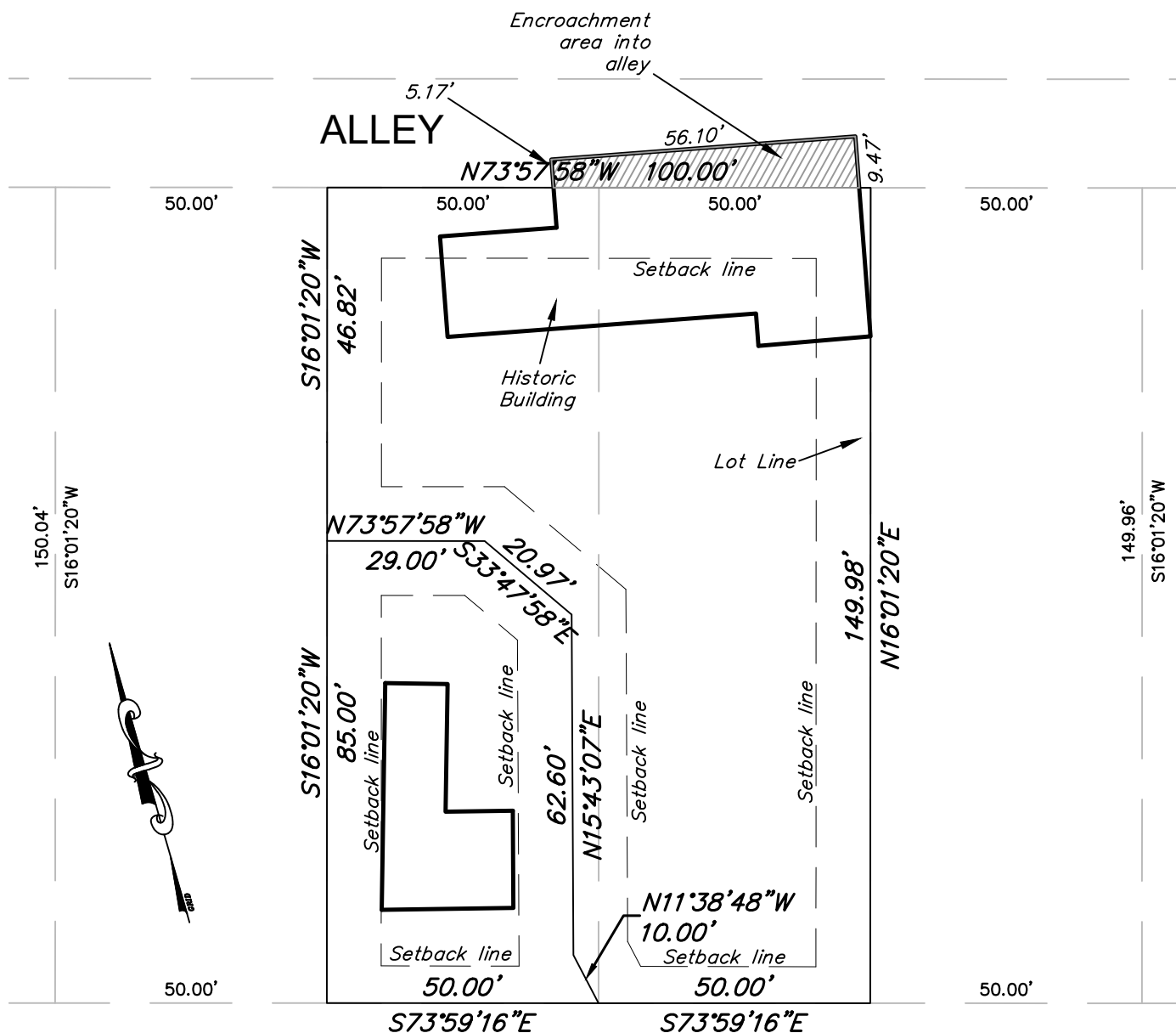
Group Name City of Lander Branch WEBT

Authorized by _____ Date _____

Structure Encroachment for 552 Washakie Street, Lander, WY

DESCRIPTION:

BLOCK 116, LOTS 15 and 16, TROSPER'S ADDITION, CITY OF LANDER
ZONE R-3



WASHAKIE STREET

SCALE: 1" = 30'

Map to detail structure encroachment into alley from Lots 15 & 16,
Blk 116, Trospers Addition, City of Lander, Fremont County, WY

DRAWN BY: CDH March 21, 2025
CHKD BY:
PROJECT NO. 124121

EXHIBIT "A"

this drawing provided by:

HAMILTON LAND SURVEYING, INC.

Lander: 307-332-2903
Dubois: 307-455-2070

A WYOMING COMPANY PROVIDING: COMMERCIAL - RESIDENTIAL -
INDUSTRIAL OIL & GAS - WATER RIGHTS - CONSTRUCTION AND
SUBDIVISION LAND SURVEYING SERVICES



LICENSE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as “OWNER or OWNERS”, and the JOE AND DANIELLE JEAN KLUBERTON who are residents of Lander, Wyoming, herein referred to as “LICENSEE”.

WITNESSETH:

WHEREAS, OWNER is the owner of real estate which is described as the alley from Lot 16 A of Lots 15A & 16A, Block 116, Trosper’s Addition, Replat of City of Lander also known as 550 Washakie, in Fremont County, Wyoming, (hereinafter referred to as the “Property”) located within Lander, Fremont County, State of Wyoming; and,

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

TERMS AND CONDITIONS:

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

1. **LICENSE**. OWNER does hereby grant to LICENSEE, their heirs and assigns, and/or their agents and guests, unrestricted right to enter and remain upon the Property, and does hereby grant a license to use and remain upon the premises described as follows: no more than 10 feet of additional space of their existing building, encroaching into the alley from Lot 16 A of Lots 15A & 16A, Block 116, Trosper’s Addition, Replat of City of Lander all of which is located within Fremont County, Wyoming. This license is for the purpose of accommodating the existing structural encroachment, or any other similar or lawful activities, subject to the terms and conditions hereinafter stated.
2. **TERM**. This License will remain in effect for the time that the encroachment exists and shall terminate with 30 days written notice by the Owner.

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

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

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

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

7. **RIGHTS OF PARTIES.** LICENSEE hereby reserves the right to use said licensed premises for the purpose of placing, maintaining, or conducting any equipment, items, or activity related to rodeos or other related activities, items, or equipment, which will not

interfere with or prevent the exercise by OWNER of the rights granted hereunder. Said equipment, items, or activities are and shall be the property of LICENSEE. LICENSEE shall be solely responsible for all scheduling, reservations, rentals, utilities, maintenance, and repairs. LICENSEE shall install, pay for, and be responsible for meters and payment of any utilities to be used with or for the premises.

8. **LIMITATION ON CONSTRUCTION.** It is understood and agreed by and between the parties hereto that LICENSEE shall not erect any other structure, other than those structures described herein, of any type or kind or plant anything upon said premises except with the consent, in writing, of the OWNER first had and obtained.
9. **TERMINATION.** This license is subject to cancellation by OWNER upon Thirty Days (30) days written notice to LICENSEE. Notice given by OWNER must state the other party's name, address, and dates the license shall be terminated. Said notice shall be computed commencing with the day after the date of mailing.
10. **REMOVAL AFTER TERMINATION.** LICENSEE agrees that on or before the termination date of this license, it shall remove or cause to be removed any and all debris on the premises described in this License, any and all equipment for the facilities and other things erected or placed by it, and will yield up said premises to the OWNER as in the condition as when the same was entered upon by LICENSEE. Removal of any and all equipment shall be done within 48-hours after termination at the sole expense of LICENSEE. Upon LICENSEE's failure to do so, OWNER may do so at the sole cost and expense of LICENSEE. LICENSEE shall repair any damage to the premises caused by it in utilizing this License. Any and all repairs must be completed within 7-days after termination. In the event LICENSEE fails to repair any and all damages, OWNER shall submit an invoice for costs of repairs, which LICENSEE herein agrees to pay in full upon receipt of said invoice.
11. **NOTICE.** Any notice herein provided shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt

requested to LICENSEE or to OWNER and such other persons as either party may from time to time designate in writing.

12. **APPLICABLE LAW, RULES OF CONSTRUCTION, AND VENUE.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Ninth Judicial District, Lander County, Wyoming.
13. **SIGNATURES.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LANDER:

*550 Washakie Street
City of Lander
Page 4 of 5*

BY: _____
MISSY WHITE

ATTEST:

Rachelle Fontaine, City Clerk

LICENSEES:

BY: _____
JOE KLUBERTON

DANIELLE JEAN KLUBERTON

Wyoming Local Government Liability Pool JPB
6844 Yellowtail Rd
Cheyenne, WY 82009 USA
3076381911
pmcdaniel@lglp.net
www.lglpwyoming.org

BILL TO
Lander, The City of 240 Lincoln St Lander, WY 82520

SHIP TO
Lander, The City of 240 Lincoln St Lander, WY 82520

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
15765	04/02/2025	\$41,727.00	06/30/2025	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2025	Contribution FY 2026	Membership Renewal for FY26 07/01/25 - 06/30/26	1	41,727.00	41,727.00

SUBTOTAL	41,727.00
TAX	0.00
TOTAL	41,727.00
BALANCE DUE	\$41,727.00

**AMENDMENT ONE TO PROJECT AGREEMENT
LANDER WELL AND TRANSMISSION PIPELINE 2021**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and CITY OF LANDER, Fremont County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF LANDER, 24 Lincoln Street, Lander, WY 82520.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2025 Wyo. Sess. Laws, modifying the Lander Well and Transmission Pipeline 2021 (PROJECT) by increasing the appropriation and extending the reversion date.

The original Project Agreement, dated June 25, 2021, authorized the design, construction, and operation of the PROJECT; described the PROJECT; specify terms for funding the PROJECT; and provided for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of well connections, pumping facilities, transmission pipelines; and
 - B. Appurtenances necessary to make the PROJECT function in the manner intended
3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
 4. **Amendments.**

- A. **PROJECT Loan and Grant.** The PROJECT funding as set forth in Section 4.A. of the original Project Agreement is hereby amended to read as follows:

“4.A. A sum not to exceed ONE MILLION NINE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$1,914,458.00) shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:

1. A grant to the SPONSOR of not more than ONE MILLION NINE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$1,914,458.00) or sixty-seven percent (67%) of the actual development costs, whichever is less until it is entirely disbursed.

- C. **PROJECT Costs in Excess of Appropriation.** Section 4.A. or the second paragraph of Section 4.A. of the original Project Agreement is hereby amended to read as follows:

“4.A. If the COMMISSION approves and the SPONSOR elects to proceed, the SPONSOR shall, regardless of the expected cost of the PROJECT, complete the PROJECT and be responsible for all actual PROJECT costs in excess of ONE MILLION NINE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$1,914,458.00).”

- D. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.P. of the original Project Agreement is hereby amended to read as follows:

“4.P. The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2028, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.”

5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this

Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. General Provisions.

- A. Entirety of Agreement.** The original Project Agreement, consisting of eleven (11) pages and this Amendment One consisting of four (4) pages represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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

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

WYOMING WATER DEVELOPMENT COMMISSION

Lee Craig
Chairman

3-19-25
Date

Dennis J. Pinn
Secretary

3-19-25
Date

CITY OF LANDER

Mayor

Date

Lance Hopkin, Public Works Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

mp # 246980
Megan Pope,
Senior Assistant Attorney General

3/6/25
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION,
WYOMING LIFE RESOURCE CENTER
AND
CITY OF LANDER**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Health, Behavioral Health Division, Wyoming Life Resource Center (WDH-WLRC), whose address is: 8204 Wyoming Highway 789, Lander, Wyoming 82520, and City of Lander (COL), whose address is: 405 Fremont Street Lander, Wyoming 82520.
2. **Purpose.** The purpose of this MOU is to acknowledge the rerouting of the forced main sewer line that is owned and operated by the COL. This MOU provides consent from the COL to allow the WDH-WLRC to perform construction on the line in order to reroute the line around a maintenance building in order to correct an encroachment on the easement outlined in Attachment A, City of Lander Sewer Easement Agreement, which is attached to and incorporated into this MOU by this reference.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days' written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** The COL agrees to provide reimbursement to the WDH-WLRC in the event that a bid alternate of hardware replacement is accepted. WDH-WLRC will provide written notice to COL if the need for reimbursement arises and details surrounding any payment shall be mutually agreed upon by WDH-WLRC and COL.
5. **Responsibilities of WDH-WLRC.** WDH-WLRC agrees to:
 - A. Construct a new section of pressurized sewer line in which routes around the maintenance building, as depicted by Attachment B, Pressurized Sanitary Sewer Main Proposed Map, which is attached to and incorporated into this MOU by this reference.
 - B. Include in the main sewer line rerouting design a bid alternate for replacing the hardware at the mechanical joints on the main pressurized line.
6. **Responsibilities of COL.** COL agrees to:
 - A. Participate in main sewer line rerouting design plan review to ensure the proper standards for public works are addressed.

- B. Provide an inspection of the section of line at tie-in, and, upon approval, provide a letter to WDH-WLRC stating the main sewer line operation is turned back over to the COL.
- C. If the COL wishes to have the hardware at the mechanical joints replaced during the project, COL will inform the WDH-WLRC of approval of the alternate bid.
- D. Provide reimbursement to WDH-WLRC in accordance with Section 4 above.

7. General Provisions.

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of four (4) pages; Attachment A, City of Lander Sewer Easement Agreement, consisting of one (1) page; and Attachment B, Pressurized Sanitary Sewer Main Proposed Map, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this MOU and the language of any attachment or document incorporated by reference, the language of this MOU shall control.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The State of Wyoming, WDH-WLRC and COL do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not

be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

WDH-WLRC
DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION,
WYOMING LIFE REOURCE CENTER

_____	_____
Stefan Johansson, Director	Date
Wyoming Department of Health	

_____	_____
Ragen Latham, Interim Senior Administrator	Date
Behavioral Health Division	

COL
CITY OF LANDER

_____	_____
(Signatory, Title)	Date
City of Lander	

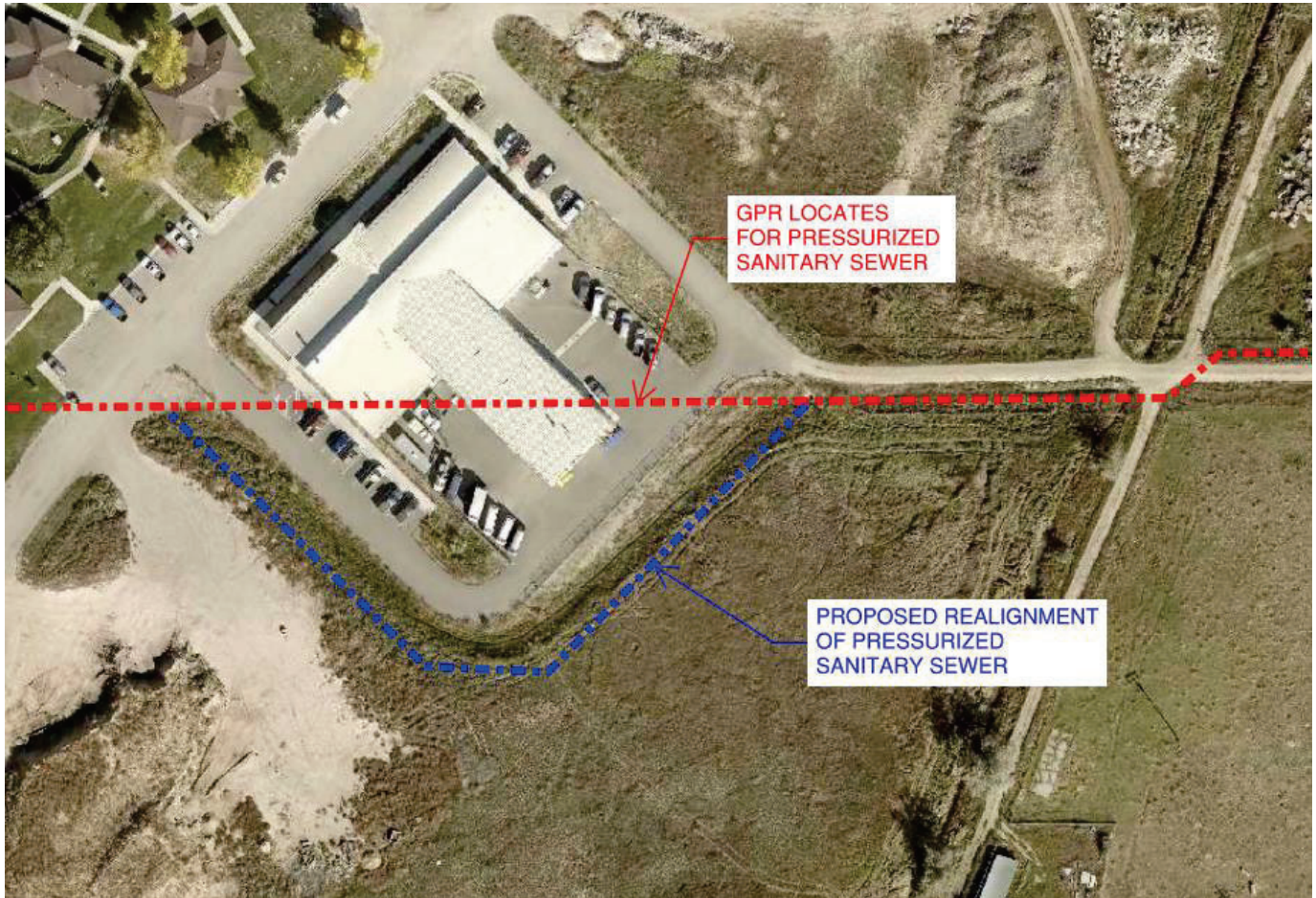
ATTEST:

_____	_____
Rachelle Fontaine, City Clerk	Date
City of Lander	

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____	_____
Chandler Pauling, Assistant Attorney General	Date

Pressurized Sanitary Sewer Main Proposed Map



STATE OF WYOMING

TO

CITY OF LANDER

GRANT OF EASEMENT FOR

Sewer Easement

KNOW ALL MEN BY THESE PRESENTS, That the Board of Land Commissioners of the State of Wyoming, acting within the authority vested in it by and under the Constitution and laws of the State of Wyoming, does, for and in consideration of the payment of none

(\$ 0.00) grant to City of Lander

for the uses and purposes and upon the conditions hereinafter set forth, an easement for a sewer over a certain tract of land situated in the County of Fremont State of Wyoming more particularly described as follows:

A right of way for a pipeline being thirty feet in width, being 15 feet on each side of center line across the following described land: NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 17, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 8, and S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 9, T.33N., R.99W., of the 6th P.M., Fremont County, Wyoming. Said right of way being more particularly described as follows:

Beginning at a point on the easterly right of way line of State Highway 789, said point being S.87°39'W. 170.2 feet more or less and S.36°50'W., 49.48 feet from the North $\frac{1}{4}$ corner of Section 17, T.33N., R.99W., 6th P.M., Fremont County, Wyoming and running thence N.83°59'11"E. 183.79 feet; thence N.84°59'11"E. 792.26 feet, thence N.89°43'43"E. 988.10 feet, thence N.67°14'11"E., 57.42 feet; thence N.89°26'15"E. 1238.53 feet, thence N.58°59'11"E. 151.71 feet, thence N.88°59'11"E. 260.00 feet, more or less to a point on the Easterly side of an existing dike for a pond and the end of this easement.

The above described strip of land contains 2.53 acres, more or less.

The above described tract being more specifically shown upon a map in the office of the Commissioner of Public Lands, filed with and made a part of an application for right of way.

TO HAVE AND TO HOLD for continuous use said easement over the above described land for the use and benefit to locate, construct, control, maintain, improve, relocate, and repair, within the designated right-of-way.

PROVIDED, That the easement granted hereby shall never be used so as to interfere with or impair the full development of the land embraced therein for its minerals or coal, or interfere with or impair the full or complete extraction therefrom by the State of Wyoming or its legal grantees or leasees of all minerals or coal contained in said land, including oil and gas.

PROVIDED FURTHER, That the easement granted hereby shall not be used to the detriment or injury of the grazing or agricultural leases or purchasers of said land from the State of Wyoming, or their livestock or property, or so as to interfere with their use and enjoyment of the surface embraced in the easement for grazing purposes or the cultivation of crops.

PROVIDED FURTHER, That upon the abandonment or discontinuance of the use of said tract of land for said purpose for which granted, the rights of said grantee to the use of said land and easement shall terminate and cease, and all rights and interest vested in said grantee by this grant of easement shall revert to the State of Wyoming, its successors and assigns, the same as if this grant had never been made.

PROVIDED FURTHER, That if the herein described land is ever required or to be used for mineral development by or for the benefit of the State or for any other public purpose beneficial to the State of Wyoming, then the grantee will, upon proper notice from the grantor, remove or relocate at its own expense any facility, utility or other use granted by this easement.
(Provision added as per Board Action of July 14, 1966)

IN TESTIMONY WHEREOF, The Board of Land Commissioners has caused this instrument to be signed by its President and countersigned by its Secretary, and its seal to be hereunto affixed the 2nd day of January, A.D. 19 84.

Countersigned: [Signature]
Acting Deputy Commissioner of Public Lands, Secretary

[Signature]
Governor, President Board of Land Commissioners

Contract #: 246679

Entry Date: 2/10/2025 4:59:32 PM

Section 9, Item N.

Department: Wyoming Office of State Lands & Investments

WYOMING ATTORNEY
GENERAL'S OFFICE

Agency Contact: Doering, Jennifer

MAR 31 2025

Phone: 307-777-7453

Madison Barber
APPROVED AS TO FORM

Other Agency Contact: 307-777-7331

Client Comments:

Contractor/Vendor Name: City of Lander

Contract Title: Mineral Royalty Grant 25006

Contract Type: Grant Agreement - State

Contract Amount: 300000.0000

Contract Effective Date:

Contract Expiration Date: 2/6/2029 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Tyler Renner

GRANT MRG-25006

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

1. **Parties.** The parties to this Grant Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82002, and the grant recipient, City of Lander (Grantee), whose address is: 240 Lincoln St, Lander, WY 82520.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI shall provide grant funds approved by the State Loan and Investment Board (SLIB) to the Grantee under Chapter 3, Federal Mineral Royalty Capital Construction Account Grants (Rules), to be used for the Flood Protection Design (PROJECT).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the completion or termination of the PROJECT and disbursement, consistent with Chapter 3 § 9(c) of the State Loan and Investments Board's Rules. All services shall be completed during this term.
4. **Payment.**
 - A. OSLI agrees to pay the Grantee for the PROJECT described herein. Total payment under this Agreement shall not exceed three hundred thousand dollars (\$300,000.00). Payment shall be made in accordance with Attachment A, Special Conditions, which is attached to and incorporated into this Agreement by this reference, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of OSLI.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees:

Grant Agreement
between the State of Wyoming, Office of State Lands and Investments
and City of Lander
Page 1 of 7

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

6. Responsibilities of OSLI. OSLI agrees:

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

7. Special Provisions.

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

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

- B.** Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is fifty percent (50%).
- C.** According to Chapter 3, Section 5(d)(iii) of the Rules, the maximum amount reimbursable for engineering costs is limited to twenty percent (20%) of the grant amount approved, if applicable sixty thousand dollars (\$60,000.00).
- D.** If the SLIB provides additional funding for this project, OSLI will recalculate the disbursement percentage and will make disbursements based upon that percentage. OSLI will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E.** The Grantee shall keep OSLI staff informed on all aspects of the project and shall direct the Grantee's engineer to submit or make available for inspection, such reports, designs, or plans on the progress of the work and on the results of tests of materials and workmanship requested by OSLI staff.
- F.** Except in the case of vehicle purchases, the Grantee shall submit to OSLI the following materials prior to issuing an advertisement for bids:
 - (i)** An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded;
 - (ii)** Engineer's cost estimate and proposed construction budget for the PROJECT;
 - (iii)** Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
 - (iv)** The Grantee's proposed advertisement for bids from the Grantee's engineer, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.
- G.** Upon receipt of the plans, specifications, title opinion, and permits required by Section 7(F), above, OSLI shall review the documents and notify the Grantee of any deficiencies. If OSLI determines that the Project as proposed may reasonably

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

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

8. General Provisions.

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

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages; Attachment A, Special Conditions, consisting of one (1) page, Attachment B, Application, consisting of ten (10) pages; and the Grant Draft Request (GDR) form, provided in Excel format, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OS LI or to incur any obligation of any kind on behalf of the State of Wyoming or OS LI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- J. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex,

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

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

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

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

STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:

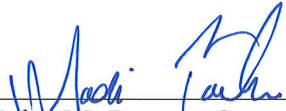
Jason Crowder, Interim Director
Date

GRANTEE:
City of Lander

Signature
Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

For:  # 2466679
Tyler M. Renner, Supervising Attorney General
Date 03.31.25

GRANT MRG-25006

STATE OF WYOMING STATE LOAN AND INVESTMENT BOARD

Grant Agreement Attachment A

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

Grantee shall complete a *Certification Statement*, incorporated herein by this reference, and submit it to the Office of State Lands as soon as possible upon entering into this Agreement.

This form can be found on the Office's website by going to <http://lands.wyo.gov>, then clicking on "Grants & Loans", then "Grants", then clicking on "Mineral Royalty Grants", "Contractors and Design Firms Certification".

The Certification Statement must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the Certification Statement before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed Certification Statement is referencing.

Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers from Prime Contractor with all requests for progress payment beginning with the second request. See W.S. 16-6-1001(a)(iv).

For questions about the Certification, please contact the OSLI Grant And Loans department at slf-grantsandloans@wyo.gov or (307) 777-7331

Contact Info

Applicant: City of Lander

Name of Project Flood Protection Design

Mailing Address	240 Lincoln St.		
City	Lander	State	WYOMING
		Zip	82520
E-Mail Address	clara@landerwyoming.org	Phone #	307-332-2870 ext 118
Tax ID #:	83-60000071	Entity Type	City

Contact Person	RaJean Strube Fossen, Assistant Mayor		
	Name and Title		
Address	240 Lincoln St		
City	Lander	State	WYOMING
		Zip	82520
E-Mail Address	rsfossen@landerwyoming.org	Phone #	307-332-2870 ext 117

Engineer Contact	Lance Hopkin		
Address	240 Lincoln St		
City	Lander	State	WYOMING
		Zip	82520
E-Mail Address	lhopkin@landerwyoming.org	Phone #	307-330-4956

Other Contact			
	Name and Title		
Address			
City		State	WYOMING
		Zip	
E-Mail Address		Phone #	

State of Wyoming
State Loan and Investment Board
Mineral Royalty Grant Program

Applicant

City of Lander

Entity Type

City

Name of Project

Flood Protection Design

Project Priority

1

 of

1

Brief project description limited to 50 words or less.

The project enhances USACE Flood Mitigation efforts to improve the timely Federal applications (BRIC and PROTECT). It aims to eliminate flood risks for people and structures in the 100-year floodplain, while offering solutions to preserve critical State Highway infrastructure.

Is this an Emergency?

Yes

No

x

Amount of Funding Requesting

\$300,000

NOTE: This amount must match the amount on the submitted resolution

List all other funding sources for the project in the table below including the status and amount expended, if any.

Other Funding Source Description	Amount	Status*		Amount Expended	Funding%
		Pending	Approved		
General Fund	\$300,000				50.00%
					0.00%
					0.00%
					0.00%
Total Other Funding	\$300,000			\$0	

*Documentation to support the status must be attached to the Application Packet.

Estimated Total Project Cost:

\$600,000

Auto Calculated
(Amount Requested plus Total Other Funding)

Balance of Project Incomplete:

\$600,000

Auto Calculated
(Estimated Project Costs less Amount Expended)

Estimated Reimbursement Rate:

50%

(Final Reimbursement Rate is Determined by Board Approved Amount)

Auto Calculated
(Amount Requested/Estimated Project Costs)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved.
To the best of my knowledge and belief, the information in this application is true and correct.
I understand the State may review any relevant documents or instruments relating to the analysis

Signature

Monte Richardson

Date

9/19/2024

Name and Title (typed)

Monte Richardson, Mayor

Project Questions

Applicant: City of Lander

Name of Project Flood Protection Design

Population 7,546

	Directly	Indirectly
Percentage of population directly served by the project	85%	15%

1. Requesting funding for a Water Project?
If yes, complete the Water/Sewer Questionnaire.

Yes	No
	x

2. Requesting funding for a Sewer Project?
If yes, complete the Water/Sewer Questionnaire.

Yes	No
	x

3. Requesting funding for a Street and/or Road Project?
If yes, complete the Street Questionnaire.

Yes	No
	x

4. Requesting funding for a Fire Apparatus?
If yes, complete Fire Apparatus Questionnaire.

Yes	No
	x

5. Requesting funding to purchase a Vehicle?
If yes, complete Vehicle Replacement Certification Form.

Yes	No
	x

6. Do or will you own the asset for which funding is being requested?

Yes	No
x	

7. Do you have an asset management plan? If yes, please provide a copy.

Yes	No
	x

8. Do you have a maintenance plan for the project asset for which funding is requested?
If yes, please provide a copy of the current plan.

Yes	No
	x

9. Do you have an Administrative Order? (If yes, provide copy of the Administrative Order)

Yes	No
	x

10. Is project needed to meet federal or state health and/or safety requirement?
If yes, provide specific health or safety requirement project will address.

Yes	No
	x

11. If only partial funding is possible, would that be beneficial to your project?
If yes, detail the minimum amount needed and why this amount would be beneficial.

Yes	No
x	

The City does not have an engineers estimate at this time and would be happy with any amount awarded for this project. The \$600,000 amount was determined by assuming Engineering is 10-12% of a \$6-10M construction project. Any unawarded amount will be paid from the Lander General Fund as authorized by Council.

12. If full funding is received but there are cost overruns or unexpected expenses, how will those additional costs be covered?

General Fund

13. Has a preliminary planning study, preliminary engineering report, feasibility study, technical study, planning, planning study, Wyoming Water Development Level I or II study been completed for the project?

Yes	No
na	

14. How was it determined this project was needed?

See project narrative. Lander has been in flood mitigation planning since 2009.

15. Is an Environmental Review necessary for the project?

Yes	No
na	

a. Has it been completed?

If yes, what potential issues need to be addressed?

Yes	No
na	

The USACE Section 205 Feasibility study did a full environmental analysis available at the following link. <https://usace.contentdm.oclc.org/utils/getfile/collection/p16021coll7/id/20512> . The USACE is currently determining if the study needs to be amended with an expanded protection area.

16. Is the project for deferred maintenance, preventative maintenance or is the project solving a problem already realized by the community?

n/a

17. Please describe any other funding sources applied for to fund this project but were denied, if applicable.

n/a

Project Narrative Questions

Applicant: City of Lander

Name of Project Flood Protection Design

1. Provide a detailed description of the entire project including all activities regardless of funding source.

Flood mitigation measures have been studied in Lander since before the publication of the USDA Lander Flood Protection Project of 2009 prompted by the NRCS and the Popo Agie Conservation District (PACD). After the destruction during the 2010 FEMA Flood disaster event, the 2009 design was null and void. A USACE Section 22 study was paid for with a partnership between the PACD, the City, and the County. By 2015 that Section 22 Study progressed into the current Section 205 Flood Mitigation Project funded 100% by the City which addresses only a portion of the floodplain issues. The project currently being designed consists of catching flood waters at the south end of town near City Park and putting them back in the channel. The Corp built a new hydraulic model for this project and it shows that an actual 100-year event would be catastrophic for Lander. The new hydraulic model found a mistake in the existing FEMA floodplain mapping and that there is a far more extensive area of flooding impact than what is currently adopted. The USACE model shows flooding 1st through 5th Streets from the south end of town to the north end and that the City's sewer Lagoons would be inundated. The USACE has been working on a design using the model that focuses on improving the channel upstream of Main Street Bridge to City Park to handle the additional flow. The project requires widening around both the 2nd Street and Main Street Bridges to capture the flood water safely as well as additional channel widening. The City and the USACE are nearing 65% completion of the design and it is becoming evident that there are downstream impacts that need to be mitigated as well. In order to take advantage of Federal BIL funding opportunities, the City is pursuing funding this design project to define construction solutions and cost estimates to increase the area of protection to greater than the current 85% protection level from the USACE design and also address the transportation issues caused by annual runoff and the potential for highway infrastructure failures under the projected 100-year flood event. The Middle Fork of the Popo Agie has meandered away from its existing channel below Main Street Bridge in numerous locations. The most concerning location is 3200 feet downstream where the channel has turned towards Highway 789 and is nearly across the right-of-way line. There is about a 40' drop from the Highway right-of-way to the river and it is unsafe. The City has documented that we are losing about 9 feet per year as the river continues to carve at this location and the soil above calves off into the river. The river is also currently aimed at a residential house and a concern in which we have is that all the additional flow downstream of Main Street Bridge is going to not be controlled and cause unexpected downstream damage. The investment and award of this request will provide all the documentation to put in timely Federal applications (BRIC and PROTECT) that has the potential to increase the citizen protections for life and property at the least taxpayer burden from the City's general fund.

2. Describe how the project will contribute to the health, safety and welfare of the citizens in your community.

The design project will enhance and expand the ongoing USACE Flood Mitigation design in preparation of making a better scoring Federal Application to the 2025 FEMA BRIC (Building Resilient Infrastructure Communities). The Flood Mitigation project will be designed to remove the risk to over 85% of the affected people and structures who are currently located within the 100-year floodplain. In addition to the USACE project this design project also presents solutions on how to preserve State Highway infrastructure in two ways: 1. Highway 287/789 heading to Riverton has an active slide in the highway right-of-way threatening road failure through existing annual runoff flows and projected 100-year flood event and 2. Main Street Bridge (State Highway 287) has a threat of failure for anything over a 50-year flood event. The loss of the Main Street Bridge bifurcates our City and cuts off access to daily used local amenities such as schools, groceries, retail, post office, and housing. Loss of Highway 287/789 greatly disrupts our major supply/trucking routes, bus routes and access to neighboring cities. Lander also has had near death experiences during flood fighting and a mitigation project will relieve us of future risk in flood fighting.

3. Describe how the project will protect citizens from hazards that may result if the project is not done?

Lander has been identified as a high risk for national FEMA flood disaster events, the two most recent being in 2010 and 2017. Finding a solution, and implementing it, to protect both people and infrastructure from the dangers of flooding within the project area is critical before it becomes an emergency. The design project will enhance and expand the ongoing USACE Flood Mitigation design in preparation of making a better scoring Federal Application to the 2025 FEMA BRIC (Building Resilient Infrastructure Communities). The Flood Mitigation project will be designed to remove the risk to over 85% of the affected people and structures who are currently located within the 100-year floodplain and eliminate the failure of critical Highway infrastructure in and out of Lander.

4. Describe your financial need in relation to the project. Explain how the project will be carried out if multiple funding sources are utilized.

The MRG award will reduce the taxpayer burden for the additional designs and make Lander more competitive for the Federal FEMA BRIC and PROTECT funding. Construction under BRIC will be reimbursed 75% by the federal award whereas the existing USACE Section 205 construction appropriation is eligible for only a 65% federal award with a 35% local match

5. Provide a detailed breakdown of the project costs. Provide a WY Licensed Engineer's cost estimate allocating no more than 10% for construction contingency, engineering services for design at no more than 10% of construction budget, and construction management at no more than 10% of the construction budget. The submitted cost estimate needs to have been prepared within the last 12 months.

Activity Costs:

Administration	n/a
Legal	n/a
Land Acquisition	n/a
Engineering Costs by Service	
Basic Services	\$ 600,000
Resident Project Representative Services	n/a
Additional Services**	n/a
Construction	n/a
Contingency	n/a
Total Project Costs	\$ 600,000

Auto Calculates

* Please also attach a more detailed cost estimate from the WY Licensed Engineer.

** Please provide a description of the "Additional Engineering Services" to be provided.

n/a

6. Provide estimated project schedule

	Date
Design	7/1/2025
Bid	
Start Construction	
End Construction	

7. Provide estimated grant draw down schedule

Time Frame	Amount
Jun-25	\$ 300,000
Total Draws	\$ 300,000

City of Lander MRG Project Narrative – Supplemental information

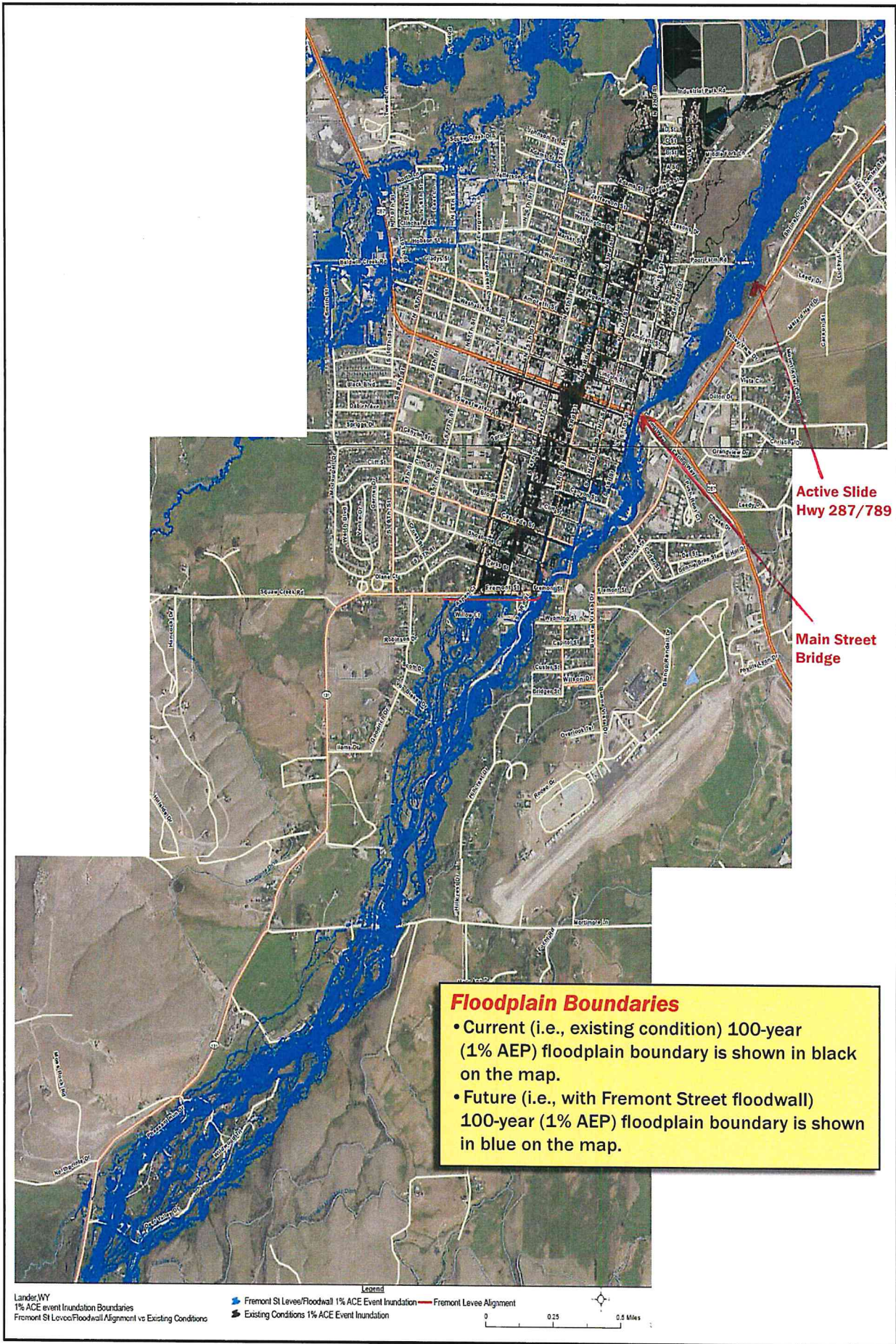
***Please also attach a more detailed cost estimate from the WY Licensed Engineer.**

The \$600,000 design amount was determined by assuming that Engineering design is typically 10-12%. Using the USACE feasibility study level unit costs, the City Engineer estimates that a mitigation project of this magnitude will result in a \$6-10M construction project. Since the USACE will share their hydraulic modeling data we used the lower numbers of 10% engineering of a \$6M project.

Between now and the February MRG award determination, Lander will put out an RFP and get engineering proposals based on project scoping in order to get a better defined estimate of the engineering cost needs of this project.



Section 205 Flood Risk Management Study
Middle Popo Agie River - Lander, WY
100-year Floodplain Boundaries



General Financial Questions

Applicant: City of Lander

Name of Project: Flood Protection Design

Date Prepared: 2/6/2024

Prepared By: Charri Lara, City Treasurer
(Name and Title)

1. Assessed Valuation, this Fiscal Year (FY) 99750682/2023

2. Total Mills levied by the Entity, this FY 8

3. Provide information on the capital improvement plan and budget
N/A for a design project. Final design and construction will result in a full long term maintenance and CIP plan.

4. What is number of the total mill levied on real property in the Entity's jurisdiction?
8 mils

5. What is the Entity's Total bonded and non-bonded indebtedness (Including principal balance, interest rate, and remaining term?)
SLIB #125 - \$422915.18 @1.5%, SLIB #128 - \$1,131,395.21 @ 1.5%, SLIB #141 - \$1,296,923.51 @ 1.5%, SLIB #142 - \$894,930.59 @ 1.5%, SLIB #180 - \$442,355.12 @ 1.5%, SLIB #194 - \$1,199,387.60 all of these loans are enterprise fund loans

6. Please provide the following information for the past three FYs

Total Investments		
	Year	Amount
6/30/	21	\$1,611,757.00
6/30/	22	\$1,643,937.00
6/30/	23	\$3,700,697.00

Total Cash Balances		
	Year	Amount
6/30/	21	\$12,271,804.00
6/30/	22	\$11,801,979.00
6/30/	23	\$11,488,713.00

7. What is the Sales and Use Tax levied in the County in which the project is located?

	Year	Amount Levied	\$ Amount
6/30/	21	5 1/2	\$3,377,441.00
6/30/	22	5 1/2	\$4,174,405.00
6/30/	23	5 1/2	\$4,477,027.00

8. Please provide the following information related to reserve accounts.

Water Reserve Account		
	Year	Amount
6/30/	21	\$2,900,046.00
6/30/	22	\$2,501,622.00
6/30/	23	\$2,295,585.00

Sewer Reserve Account		
	Year	Amount
6/30/	21	\$2,900,046.00
6/30/	22	\$2,501,622.00
6/30/	23	\$2,295,585.00

General Fund Reserve		
	Year	Amount
6/30/	21	\$5,744,862.00
6/30/	22	\$7,911,747.00
6/30/	23	\$8,342,896.00

Other		
	Year	Amount
6/30/		
6/30/		
6/30/		

CHANGE ORDER NO. 1

Owner:	City of Lander	Owner's Project No.:
Engineer:	Strike Consulting Group	Engineer's Project No.:
Contractor:	Patrick Construction, Inc.	Contractor's Project No.:
Project:	Macfarlane Utilities Project	
Contract Name:		
Date Issued:	March 28, 2025	Effective Date of Change Order:

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

Description:

The water line alignment and fittings were revised to reflect the approved equal installation of 765 lineal feet of 10" DR-11 HDPE installed via horizontal directional drilling (HDD) in lieu of open cut installation of 8" C-900 PVC. The 10" HDPE will be installed under bid item 200 at the unit bid price. Sheet C2.0 also shows the change to HDD installation of the WYDOT water service. Due to the change in service line installation method to WYDOT, it was determined that the water main could be abandoned along Buena Vista to the intersection with Push Root Court. The hydrant was moved to the north side of the public works building and an additional 2" water service installed via HDD to an existing irrigation system on sheet C2.3. The Owner requested the service line at STA 4+33.6 be upsized to 1.5" and the service line for the sanitary yard hydrant/irrigation on C2.4 be downsized to 1". Additionally, the Owner requested additional gate valves at STA 5+21.1, STA 12+08.1, and STA 12+16.1 be installed to isolate hydrants to aid in maintenance. All revisions are addressed using existing bid items and summarized in the table below.

ITEM	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CO1 QUANTITY	NET EXTENDED PRICE
202	8" Fittings	EA	19	\$1,000.00	16	(\$3,000.00)
203	10" Fittings	EA	2	\$1,500.00	7	\$7,500.00
204	8" Gate Valve	EA	2	\$5,400.00	6	\$21,600.00
205.1	1" Service	EA	4	\$1,000.00	5	\$1,000.00
206.1	1" Service	LF	191	\$50.00	126	(\$3,250.00)
206.2	1.5" Service	LF	334	\$65.00	505	\$11,115.00
206.3	2" Service	LF	112	\$65.00	426	\$20,410.00
216	Bollard	EA	3	\$850.00	6	\$2,550.00
NET CHANGE						\$57,925.00

Attachments: Sheets C2.0-C2.4

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,097,972.00	Original Contract Times: Substantial Completion: November 28, 2025 Ready for final payment: December 19, 2025
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ 0	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 1,097,972.00	Contract Times prior to this Change Order: Substantial Completion: November 28, 2025 Ready for final payment: December 19, 2025
Increase this Change Order: \$ 57,925.00	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 1,155,897.00	Contract Times with all approved Change Orders: Substantial Completion: November 28, 2025 Ready for final payment: December 19, 2025

Recommended by Engineer (if required)

By:



 Digitally signed by Bryce A Roberts

Title: Project Manager

Date: 3/28/25

Authorized by Owner

By:

Title:

Date:

Accepted by Contractor

Jeff Patrick



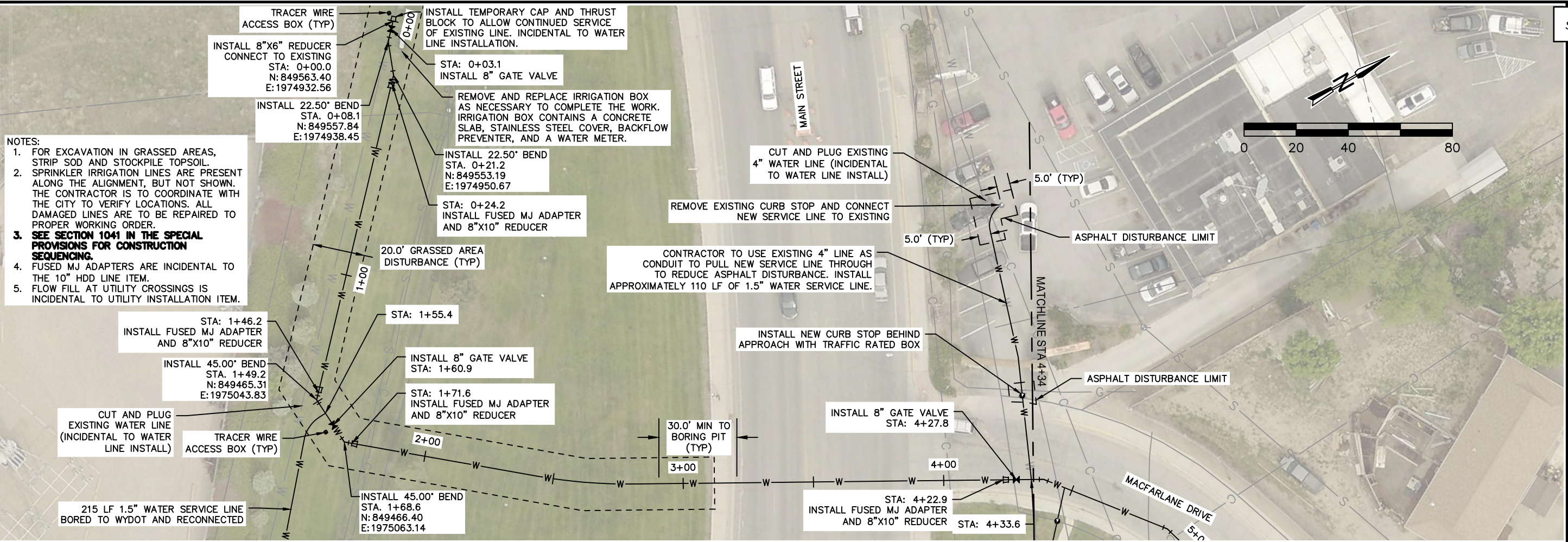
Digitally signed by Jeff Patrick
Date: 2025.03.28 15:29:00 -06'00'

Secretary/Treasurer

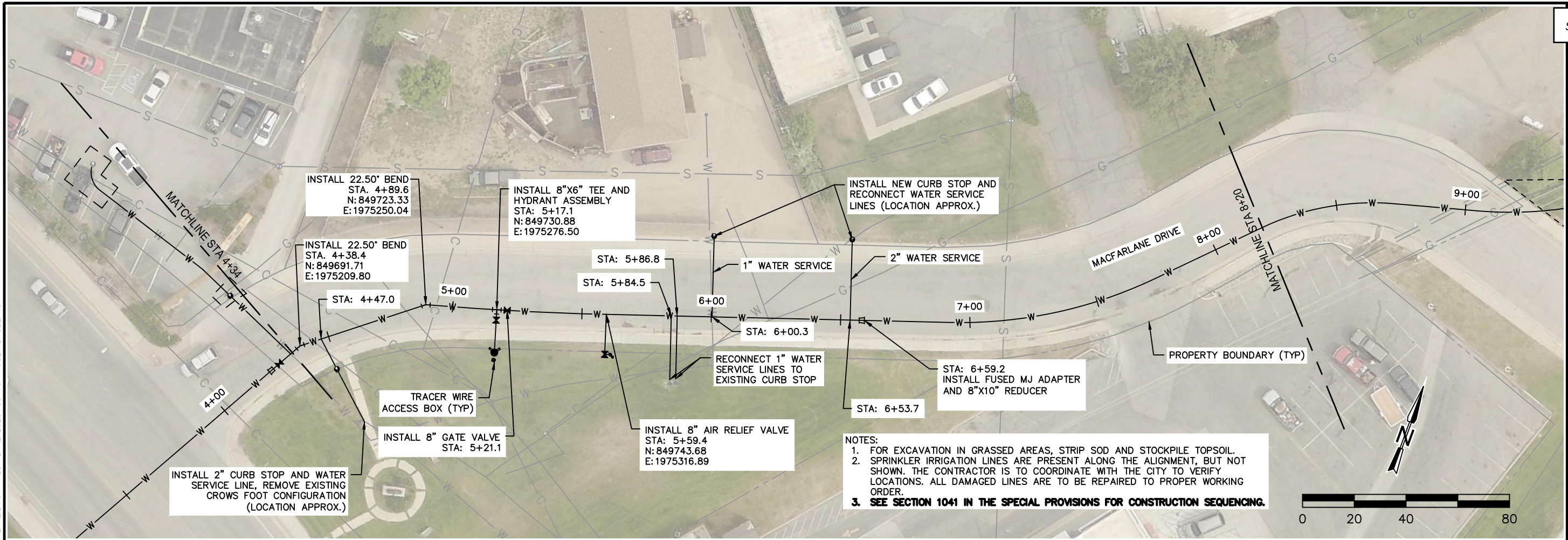
3/28/2025

Approved by Funding Agency (if applicable)

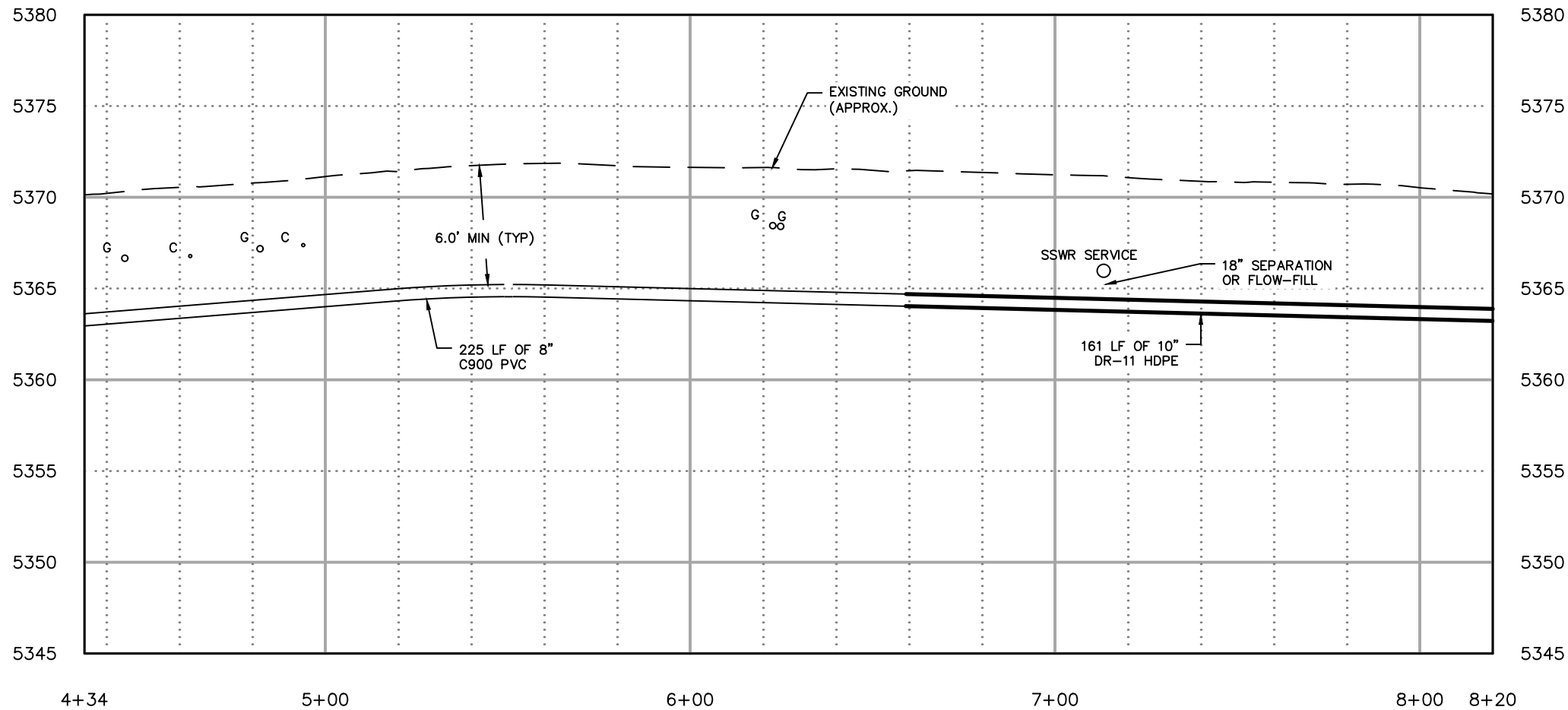
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NOTE:
1. LOCATION AND DEPTH OF UTILITIES SHOWN ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY LOCATION AND DEPTH OF UTILITIES.



Section 9, Item O.

REV.	DESCRIPTION	DATE
3	CHANGE ORDER NO. 1	03/19



MACFARLANE UTILITIES PROJECT
CITY OF LANDER
PROPOSED WATER LINE
PLAN AND PROFILE
FREMONT COUNTY, WY

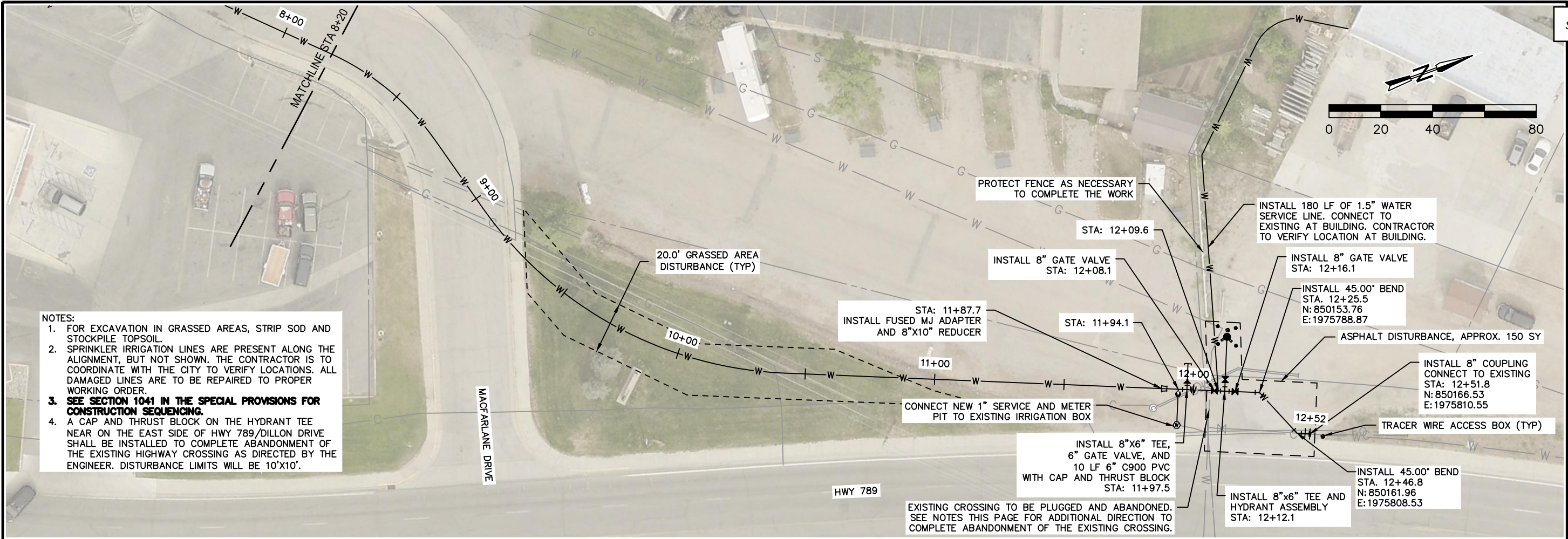


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SHEET
6 OF 21

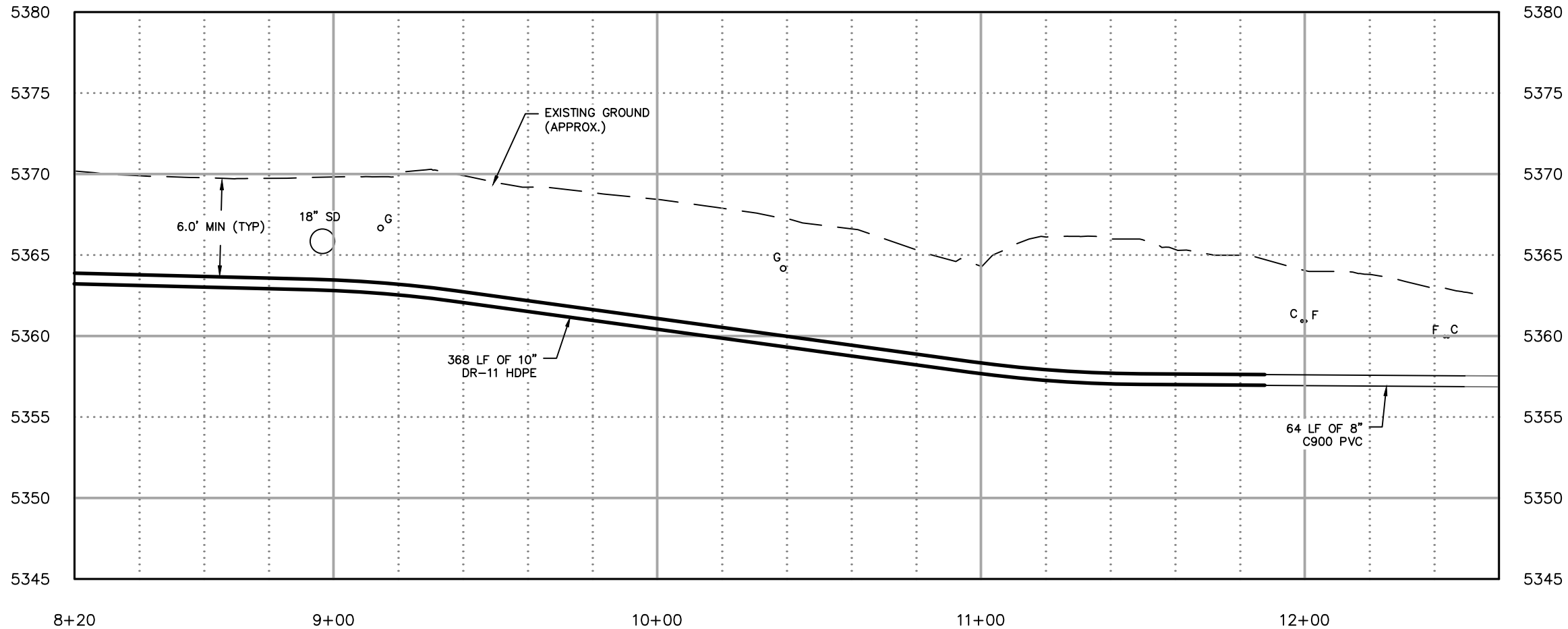
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- NOTES:
1. FOR EXCAVATION IN GRASSED AREAS, STRIP SOD AND STOCKPILE TOPSOIL.
 2. SPRINKLER IRRIGATION LINES ARE PRESENT ALONG THE ALIGNMENT, BUT NOT SHOWN. THE CONTRACTOR IS TO COORDINATE WITH THE CITY TO VERIFY LOCATIONS. ALL DAMAGED LINES ARE TO BE REPAIRED TO PROPER WORKING ORDER.
 3. **SEE SECTION 1041 IN THE SPECIAL PROVISIONS FOR CONSTRUCTION SEQUENCING.**
 4. A CAP AND THRUST BLOCK ON THE HYDRANT TEE NEAR ON THE EAST SIDE OF HWY 789/DILLON DRIVE SHALL BE INSTALLED TO COMPLETE ABANDONMENT OF THE EXISTING HIGHWAY CROSSING AS DIRECTED BY THE ENGINEER. DISTURBANCE LIMITS WILL BE 10'X10'.

- NOTE:
1. LOCATION AND DEPTH OF UTILITIES SHOWN ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY LOCATION AND DEPTH OF UTILITIES.



Section 9, Item O.

REV.	DESCRIPTION	DATE
1	ADDENDUM NO. 1	01/21
3	CHANGE ORDER NO. 1	03/19



MACFARLANE UTILITIES PROJECT
CITY OF LANDER
**PROPOSED WATER LINE
PLAN AND PROFILE**
FREMONT COUNTY, WY

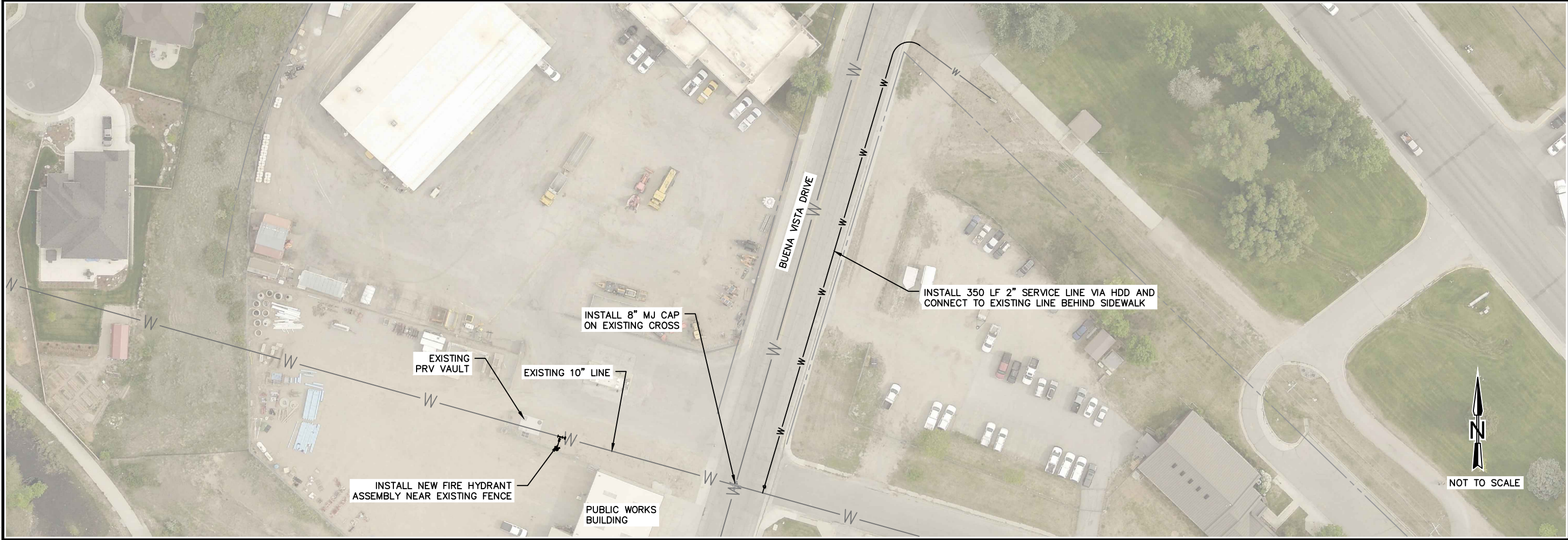
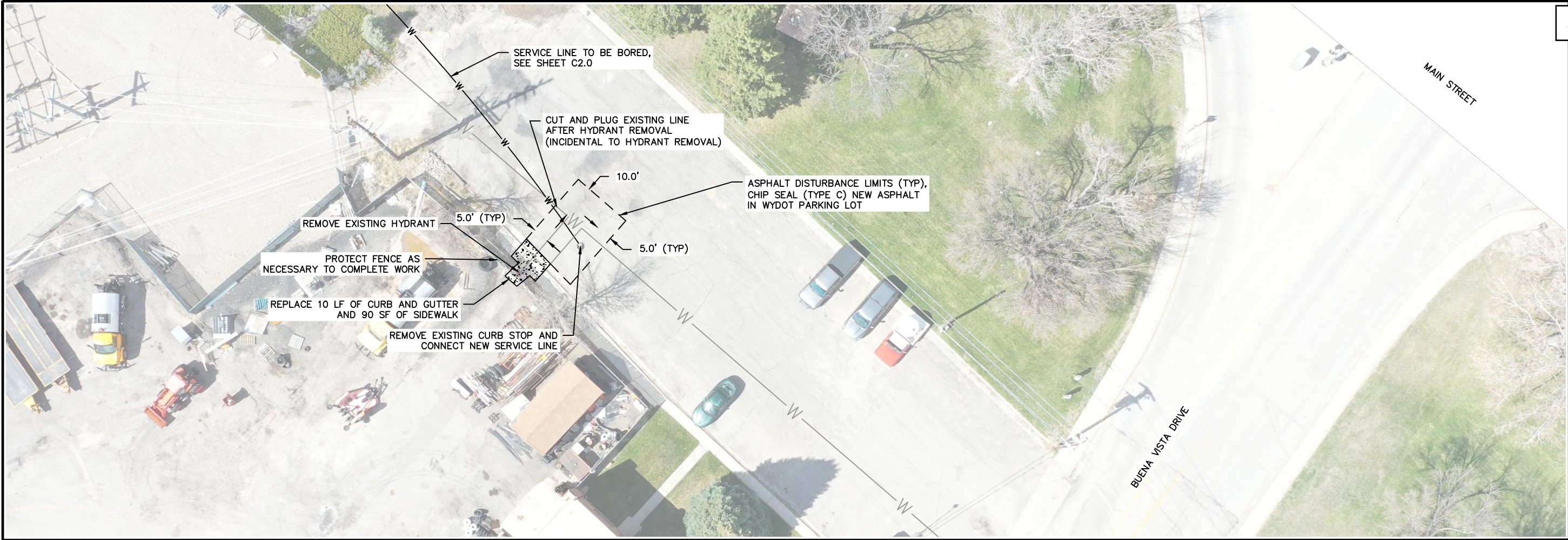


DATE	01/02/2025
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SHEET
7 OF 21

C2 160

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Section 9, Item O.

REV.	DESCRIPTION	DATE
3	CHANGE ORDER NO. 1	03/19



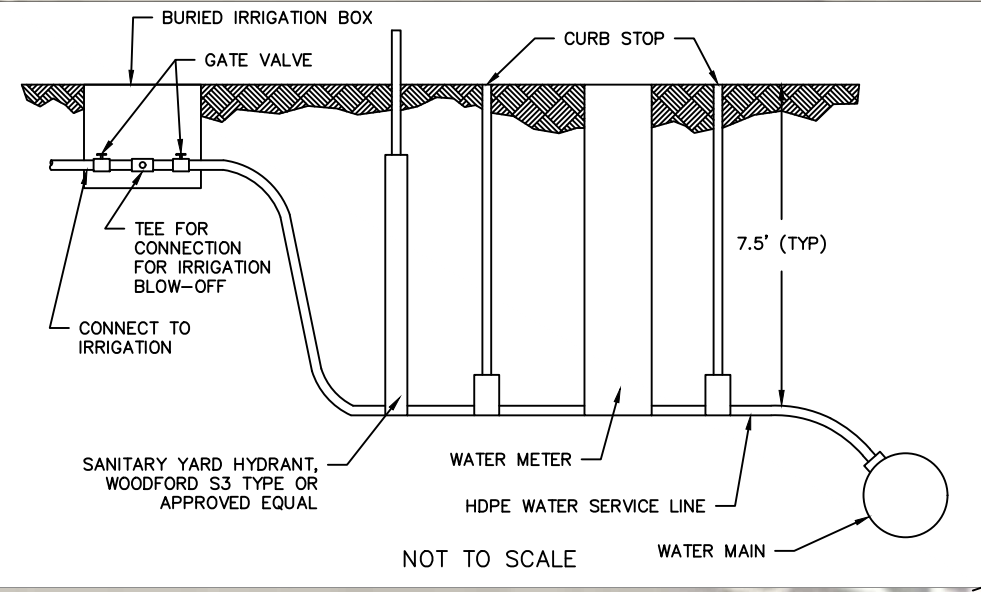
MACFARLANE UTILITIES PROJECT
CITY OF LANDER
WYDOT HYDRANT AND SERVICE
PLAN VIEW
FREMONT COUNTY, WY



STRIKE
CONSULTING
GROUP
engineering • environmental

205 S 3RD STREET
LANDER, WY 82520
307-335-8466

DATE	01/02/2025
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SHEET	8 OF 21
C2	161



March 15, 2025

Anne Even
Community Development Coordinator
City of Lander
240 Lincoln Street
Lander, WY 82520-2848

Re: Maintenance Facilities Master Plan Assessment

Dear Anne,

Ayres is excited about the opportunity to partner with the City of Lander to provide a review and assessment of your community's maintenance facilities. To follow is our understanding of the goals and scope of the project.

PROJECT UNDERSTANDING

We understand that the City of Lander has maintenance facilities in the community at the locations listed below. We understand that many of these sites are not ideally located, have aging facilities and may not provide optimal operating efficiency for staff and crews.

These locations support maintenance operations across the community and each site houses equipment, materials, and sometimes includes staff offices. We understand that the general goal of this effort will be to review these sites and explore ways to increase operational and cost efficiency for maintenance crews and staff through improved facility development and configuration. This could possibly include the consolidation, expansion, or downsizing of facilities and we understand that the overall scope is to review current operations and facilities and provide short- and long-term planning recommendations to improve the sites in the system and, in turn, assist the town in better serving the community.

The following is a list of the sites we are including in the scope of this assessment. We understand that we will be reviewing a large cross-section of sites across the city's maintenance infrastructure to understand the overall system and the potential opportunities for improvement. We will spend less time reviewing and providing recommendations for the lower priority sites but will visit these sites to make holistic, system wide recommendations.

Higher Priority Sites

- City Hall/Police
- City Park
- Facilities for the new Poppo Agie Park
- Airport Site
 - Old and new terminals
 - One shot hangar
 - Fire storage
 - Kinney and Sam Rodgers leased buildings
- Public Works Building
- Garfield Shop (1st and Garfield)

Lower Priority Sites

- Fire Hall

- Cemetery Shop
- Sewer Treatment Facility
- Water Treatment Facility

Other Considerations:

- We also understand that some of the sites have customer interface components which will need to be considered in the recommendations
- The Garfield Shop location may not be the highest best use for that facility and has potential redevelopment opportunities which you would like us to study. If this scenario were to proceed these operational components would have to be relocated.
- The relationship of staffing across the facilities system. Provide general recommendations for reconfiguration and location of staff to increase efficiency and operations.
- Overview for garaging of vehicles and equipment and general recommendations for reconfiguration.

SCOPE OF WORK

The following is our understanding of the scope of work items for this project.

- Review of existing conditions and the listed sites as well as meetings with staff to understand operations and flow (one 2-3 day site visit)
- Proforma study for redevelopment of Garfield Shop location
- High level concept layouts for Garfield Shop location (2 preliminary test fits)
- Recommendations for facilities improvements and reconfiguration

DELIVERABLES

Below are the final deliverables that we will be providing at the conclusion of this effort. The final document will be in a format similar to the recent parks and recreation master plan.

- Graphic overview of each site with existing conditions and recommendations using marked up aerial images
- 2 concept level bubble diagram test fit options for the Garfield site
- High level proforma report for the Garfield Site

SCHEDULE & TIME FRAME

Report completion before end of the fiscal year (summer – what date?)

PROJECT ASSUMPTIONS

- (1) 2-3 Day Site Visit
- (5) Virtual Meetings
- We understand that this will need to be adopted by the city council. We have included one virtual site visit for presentation to council.

PROJECT EXCLUSIONS:

- Public meetings or community engagement

- Site plan studies for locations other than the Garfield Shop
- Cost estimates and cost estimating
- 3D renderings and visualizations
- Engineering or detailed design

PROFESSIONAL SERVICES FEES

\$36,700.00

We are proposing a package of basic services that will provide final deliverables as described above. The budget is presented as a lump sum professional services fee inclusive of travel and other reimbursable expenses.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Proposed by Consultant:

Accepted by Owner:

Ayres Associates Inc.

Owner's Name


Signature

Signature

Matthew Ashby
Name

Name

Vice President, Development Services
Title

Title

March 15, 2025
Date

Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

FIXED PROPERTY DAMAGE RELEASE

CLAIM NUMBER:24-870798462

DATE:3/7/2025

KNOW ALL BY THESE PRESENT, THAT I/WE, City of Lander, as Title /Legal owner(s) of a light pole, for and in consideration of the sum of four thousand two hundred twenty seven dollars and forty three cents (\$4,227.43) the receipt of which is hereby acknowledged, do hereby for myself/ourselves release and forever discharge Anna Grumbine and Progressive Universal Insurance Company from any and all claims, actions, causes of action, demands, damages, costs, and any compensation whatsoever, which the undersigned now has/have or which may hereafter accrue for damages to property, including any claims for loss of use, diminution in value or other personal property, arising out of an accident which occurred on or about 11/22/2024, at or near 145 US-287 Lander, Wyoming.

It is understood and agreed that this settlement is in full compromise of a disputed claim as to questions of liability and as to the nature and extent of property damages. Further, neither this release, nor the payment pursuant hereto, shall be construed as an admission of liability.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

_____ Print Name	_____ Signature	_____ Date
_____ Title		
_____ Print Name	_____ Signature	_____ Date
_____ Title		