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

Join Zoom Meeting
ihttps://us06web.zoom.us/j/89299340099?pwd=ozEFnrHAnpsWRTDnwzeHK1doUgIiod.1
Meeting ID: 892 9934 0099
Passcode: 515390

1. **CALL TO ORDER**
   - A. Pledge of Allegiance
   - B. Roll Call
2. **APPROVAL OF AGENDA**
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. Open hearing
   - B. Introduce and read
   - C. Public comment
   - D. Close hearing
4. **COMMUNICATION FROM THE FLOOR**
   Please approach the microphone and state your full name for the record. This meeting and comments are electronically recorded. All comments will be limited to three minutes.
   - A. Public Comment
5. **MAYOR AND COUNCIL UPDATES**
6. **STAFF REPORTS**
7. **NEW BUSINESS (ACTION ITEMS)**
   - A. Accept the resignation of Councilmember White
8. **NEW BUSINESS (NON-ACTION ITEMS)**
   - A. Lander Police Department Corporal Swearing In Ceremony

B. Administer Oath of Office to Mayor White

9. 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 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

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

10. OLD BUSINESS (ACTION ITEMS)

A. Approve second reading ordinance 2025 3 CenturyLink Franchise

11. NEW BUSINESS (ACTION ITEMS)

A. 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.

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

C. Adopt Housing Authority bylaws updated February 18, 2025

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

E. 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

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

G. Approve and Authorize the Mayor to sign Memorandum of Understanding (MOU) between WLRC and City of Lander: Sanitary Sewer

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

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

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

12. EXECUTIVE SESSION Litigation

13. ADJOURNMENT

Upcoming Council Meetings:

Special Meetings:

6:00 PM Tuesday, March 18, 2025, City Council Chambers

6:00 PM Tuesday, April 22, 2025, City Council Chambers

Regular Meetings:

6:00 PM Tuesday, April 8, 2025, City Council Chambers

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

Work Sessions:

6:00 PM Tuesday, April 15, 2025, City Council Chambers

6:00 PM Tuesday, March 25, 2025, City Council Chambers

All meetings are subject to cancellation or change.

CITY OF LANDER -NOTICE OF PUBLIC HEARING
ORDINANCE 2025-4

You are hereby notified that a Public Hearing will be held on March 11, 2025, at 6:00 p.m. during the Regular City of Lander Council Meeting, in the Council Chambers at Lander City Hall, 240 Lincoln Street, Lander, Wyoming and the first reading for 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, all interested parties are invited to attend. A draft copy of the Ordinance is available at Lander City Hall or at landerwyoming.org.

Rachelle Fontaine
City Clerk
Published Lander Journal February 19, 2025, February 26, 2025, and March 5, 2025

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 ______________

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

By_____________________________
Missy White, Mayor

ATTEST:

____
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

Section 7, ItemA.

Gmail

Rachelle Fontaine <rfontaine@landerwyoming.org>

Resignation from Council position

1 message

Missy White <mwhite@landerwyoming.org> Wed, Mar 5, 2025 at 8:03 PM
To: Rachelle Fontaine <rfontaine@landerwyoming.org>
Cc: Julia Stuble <jstuble@landerwyoming.org>

Dear City Clerk Fontaine and Mayor Pro Tem Stuble

In accordance with our city code 12-5-2(c), I am writing to submit my resignation from my council seat, to be effective March 11th.

It's been a pleasure to serve as a representative of Lander's Ward 2-- and indeed all of Lander's residents-- as a council member these past six plus years. Were it not for the untimely passing of Mayor Richardson, I would have gladly finished the remainder of this term.

Being nominated by and voted on by the Council to serve the remainder of Mayor Richardson's term is an honor. I look forward to working with the Council in this new capacity to continue serving the residents of this wonderful town.

Sincerely,
Councilmember White

--
Missy White
Lander City Council
Ward 2 Representative

	CITY OF LANDER
	SPECIAL CITY COUNCIL MEETING
	Tuesday, February 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. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox (via Zoom), and Missy White. Declaration of a quorum. STAFF PRESENT: Police Captain Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, Civil City Attorney Adam Phillips and City Clerk Rachelle Fontaine.

2. **APPROVAL OF AGENDA**

   The motion was made by Councilmember Larsen and seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

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

      Kathleen Averill stated that the Council faces a moral and ethical dilemma and encouraged them to vote for Dan Hahn who received 47% of the vote in the previous mayor race. She requested the Council uphold the will of the voters.

      Phillip Strong urged the Council to vote for Dan Hahn. All members are equally qualified, but Dan Hahn has run a campaign and expressed his desire to run. The Council should vote for the representation of the people.

      Jane Lynn expressed her support for Julia Stuble.

      Tim Sheehan expressed his support for Dan Hahn as he had the most votes other than Monte.

      Charles Woolwine expressed his concern for the soul of the City. He wants the Council to elect the person willing to commit Lander as a Safe Haven for unborn children and is pro-life.

      Sarah Reilley thanked all councilmembers for their service to the community. She commented that the statutes allow for the choice from within the council. She would like to see Councilwoman White as the next Mayor.

      Warren Thompson also thanked all councilmembers for their hard work. Thankless job at times. He expressed his support for Dan Hahn.

      Karen Wetzel expressed her belief and reasons why Dan Hahn should be the next mayor.

      Kara Colovich expressed concern with Councilmember Dan Hahn's lack of response to her attempts to speak with him. She wanted to ensure he brings concerns forward for all constituents.

      Joanna Harter expressed her support for Julia Stuble as Mayor.

4. **CONSENT AGENDA**
   A. Approve February 11, 2025, Regular City Council Minutes

   B. Approve February 18, 2025, Special City Council Meeting Minutes

      The motion was made by Councilmember D Hahn and seconded by Councilmember J Hahn.

      Councilmember White moved to amend the February 18, 2025 minutes to reflect Captain Kelly Waugh was present not Chief Peters, motion to amend was seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

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

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

   A. City Ordinance 12-5-2 procedure of filling City Council Member vacancies discussion

Civil City Attorney Adam Phillips explained the process outlined in the city ordinance. When a Councilmember fills the vacancy of mayor, the Lander City ordinance requires the councilmember to resign, and that resignation needs to be accepted at the next meeting. Upon acceptance of the resignation, the person can be sworn in and take the oath of office for the office of mayor. According to Lander City Ordinance 12-5-2 the City will advertise the vacant council seat and accept applications. The Councilmembers will interview the applicants and select an applicant to fill the position.

6. NEW BUSINESS (ACTION ITEMS)

A. Nominate and vote to fill the vacancy in the office of Mayor in accordance with City Ordinance 12-5-1 and W.S. 15-1-107

Mayor Pro Tem Stuble called for nominations for the office of Mayor. Councilmember Larsen nominated Councilmember White. Councilmember White accepted the nomination for the office of Mayor. Mayor Pro Tem Stuble called for other nominations. Councilmember J Hahn nominated Councilmember Dan Hahn and presented his reasons for so doing. Councilmember Dan Hahn accepted the nomination for the office of Mayor. Mayor Pro Tem Stuble called two more times for any other nominations.

Mayor Pro Tem Stuble called for a roll call vote: Councilmember J Hahn voted for Councilmember D Hahn. Councilmember Cox voted for Councilwoman White. Councilmember D Hahn voted for Councilmember D Hahn. Councilmember White voted for Councilmember White. Councilmember Larsen voted for Councilmember White. Mayor Pro Tem Stuble voted for Councilmember White. Mayor Pro Tem Stuble announced the results with Councilmember White receiving 4 votes, the majority and Councilmember D Hahn receiving 2 votes. She congratulated Councilmember White.

7. ADJOURNMENT

The motion was made by Councilmember Larsen and seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 6:36 PM.

The City of Lander

ATTEST:

By: ________________________________
Julia Stuble,
City of Lander Mayor Pro Tem

____
Rachelle Fontaine, City Clerk

	CITY OF LANDER
	CITY COUNCIL WORK SESSION MEETING
	Tuesday, February 25, 2025, following the Special Regular Meeting 6:45 PM
	City Council Chambers, 240 Lincoln Street
	MINUTES

1. NEW BUSINESS (NON-ACTION ITEMS)

Mayor Pro Tem Stuble led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox (via Zoom), and Missy White. Declaration of a quorum. STAFF PRESENT: Police Captain Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

Regarding the recently adjourned February 25, 2025, Special Regular Council meeting, Attorney Phillips clarified the process of filling the mayoral vacancy. The mayor position is not appointed. The Lander City Ordinance 12-5-1 states that it is filled by a majority vote of all council members. It is an election.

A. LOR Foundation Update Ami Vincent

Ami Vincent, LOR Foundation Lander Community Office, presented an update on the LOR Foundation's recent activities. In 2024 LOR funded 96 total projects, including 65 grants and 31 event sponsorships for a total of $715, 575 invested into the Lander community. Some of these projects included youth sports (volleyball, basketball, softball) free car seats, a community science project, composting workshops, a learn to sew program, and carbon monoxide testers. 2024 themes included kids as champions, libraries, and shared resources. Thirteen Lander youth had ideas that were funded in 2024, including math counts, a community dance team, pet education, winterizing the Civil Air Patrol, LVHS Boys Swim team Sponsorship, a Homeschool Business Fair Sponsorship and water fountains in City Park. In 2025 twenty-three projects have been funded to date. These projects included the Swim Club, a snow groomer, Poetry Teatime, and Invasive Species Treatment.

B. Discussion of Table Mountain Path Forward

Assistant Mayor RaJean Strube Fossen explained the staff needs direction. She provided a history of the project. The Housing Authority stopped the construction process in June due mainly to the recent determination that the Housing Authority did not have the statutory authority to operate such a facility unless it was 100% low-income restricted and funding shortages. If the Housing Authority were to continue managing the project two things would have to happen: 1. Limit the project to persons of low income as defined in the Act (which is less onerous than a HUD restriction and permits the Authority's board to reasonably determine what that means); or 2. Seek a legislative change to the statute in the 2025 General Session to empower Municipalities and Housing Authorities to finance assisted living facilities without regard to income.

The members agreed that the Housing Authority cannot own or operate the facility unless it is 100% income-restricted. It was agreed that it does not fit the original mission. Between June and September, four paths forward were discussed (Joint Powers Board, a City Enterprise Fund, new non-profit or private operators). All these forms will require new agreements with the design-build firm, Erdman, the City of Lander, open grant awards, and the Wyoming Community Foundation (WYCF).

Councilmember D Hahn expressed concerns about moving forward with the issues and the number of projects currently underway. Councilmember J Hahn is concerned about potential revenue changes. Councilmember White asked about the cost of studies. Construction costs are daunting. Councilmember Larsen had questions about Medicaid, Medicare, and private funding. Councilmember D Hahn recommends passing on the project. Councilmembers White, Stuble, and Larsen would like to learn more. It was noted that there is a WBC grant agreement that will have to be turned back due to timeline constraints. There are also existing resolutions assigning duties to the Housing Authority that must be revoked since there is no statutory authorization to make that assignment.

C. Police Department Update

Captain Kelly Waugh updated the Council on the Corporal process. There were two chosen to be promoted. He discussed a general restructuring of the department.

Being no further business coming before the Council, the meeting was adjourned at 8:00 PM.

The City of Lander

ATTEST:

By: ________________________________
Julia Stuble,
City of Lander Mayor Pro Tem

____
Rachelle Fontaine, City Clerk

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
ALSCO	Community Center Linens	180.88
ALSCO	Community Center Supplies - Towels	35.17
ALSCO	Community Center Linens	448.64
ALSCO	Community Center Supplies	35.17
Total ALSCO (917):		699.86
ARDURRA GROUP INC	2nd invoice for apron design	38,966.25
Total ARDURRA GROUP INC (1390):		38,966.25
AUSTIN SHIELDS	Community Center Grounds Maintenance Contr	925.00
Total AUSTIN SHIELDS (1477):		925.00
AXON ENTERPRISE	Taser Certification Course	17,937.60
Total AXON ENTERPRISE (1059):		17,937.60
AYRES ASSOCIATES INC	Master plan professional services through Febr	19,219.20
Total AYRES ASSOCIATES INC (1434):		19,219.20
B & T FIRE EXTINGUISHERS	Annual extinguisher service	209.50
B & T FIRE EXTINGUISHERS	32 fire extinguishers annual service	369.00
Total B & T FIRE EXTINGUISHERS (43):		578.50
BADGER METER INC	Mobile Beacon Hosting February2025	326.50
Total BADGER METER INC (44):		326.50
BILL JONES PLUMBING & HEATING INC	Meter Project Plumbing Work	110.00
BILL JONES PLUMBING & HEATING INC	Meter Project Plumbing Work	722.45
Total BILL JONES PLUMBING & HEATING INC (57):		832.45
BOBCAT OF THE BIG HORN BASIN INC	Wiper motor	336.03
Total BOBCAT OF THE BIG HORN BASIN INC (856):		336.03
CENTRAL BANK & TRUST	Petty Cash Reimbursement FEB2025	71.92
CENTRAL BANK & TRUST	Petty Cash Reimbursement FEB2025	432.50
CENTRAL BANK & TRUST	Petty Cash Reimbursement FEB2025	12.40
CENTRAL BANK & TRUST	Petty Cash Reimbursement FEB2025	8.43
CENTRAL BANK & TRUST	Petty Cash Reimbursement FEB2025	60.00
Total CENTRAL BANK & TRUST (96):		585.25
CITY PLUMBING & HEATING INC	Heat for cold storage	373.56
CITY PLUMBING & HEATING INC	Womens bathroom faucet non-functional. Servic	95.00
CITY PLUMBING & HEATING INC	replace cartridge in pump	617.53
Total CITY PLUMBING & HEATING INC (105):		1,086.09

CITY SERVICE VALCON	Fuel - Airport	27,077.18
CITY SERVICE VALCON	Fuel - Airport	22,587.88
Total CITY SERVICE VALCON (1146):		49,665.06
CODY ENTERPRISE LLC	RFP ad for Rodeo Ground Concessionaire	302.40
Total CODY ENTERPRISE LLC (1481):		302.40
DEALERS ELECTRICAL SUPPLY	Bulbs for decorative street lights	255.36
Total DEALERS ELECTRICAL SUPPLY (648):		255.36
DOWL	work performed for CD23514 to be reimbursed	2,716.50
Total DOWL (147):		2,716.50
DRUG TESTING SERVICES LLC	screening	65.00
Total DRUG TESTING SERVICES LLC (148):		65.00
FASTENAL	hardware stock	186.68
FASTENAL	hardware for stock	186.68
Total FASTENAL (165):		373.36
FERGUSON ENTERPRISES INC	tap saddles, leak band	418.00
Total FERGUSON ENTERPRISES INC (553):		418.00
FLEX SHARE BENEFITS	Group Code #310036 FEB2025	135.98
FLEX SHARE BENEFITS	Group Code #310036 FEB2025	135.97
Total FLEX SHARE BENEFITS (173):		271.95
FREMONT COUNTY CLERK	2024 Elections	401.13
Total FREMONT COUNTY CLERK (690):		401.13
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24
FREMONT COUNTY TREASURER	JAN 2025 JAIL BILL	3,465.00
FREMONT COUNTY TREASURER	Feb jail bill	3,245.00
Total FREMONT COUNTY TREASURER (190):		24,905.05
HDR ENGINEERING INC	Construction Eng on Tank and Pumping Station	13,479.57
HDR ENGINEERING INC	Sewer Master Plan	11,102.50
HDR ENGINEERING INC	Buena Vista Overlay Eng	5,780.00
HDR ENGINEERING INC	Buena Vista Eng	8,227.50
HDR ENGINEERING INC	CMAR Eng	15,050.00
HDR ENGINEERING INC	GIS Tech	412.50
HDR ENGINEERING INC	GIS Tech	1,387.50
HDR ENGINEERING INC	Baldwin Creek Intersection Study	2,716.50
HDR ENGINEERING INC	Tank & Pump Station Const Eng	6,132.50
Total HDR ENGINEERING INC (994):		64,288.57
HIGH COUNTRY CONSTRUCTION	Tank and Pumping Station Construction	96,932.17

Total HIGH COUNTRY CONSTRUCTION (1062):		96,932.17
INQUIREHIRE	employee screening	32.10
INQUIREHIRE	employee screening	42.80
Total INQUIREHIRE (1087):		74.90
LACAL EQUIPMENT INC	blades for the airport loader plows	4,079.36
Total LACAL EQUIPMENT INC (278):		4,079.36
LANDER FREE MEDICAL	1/2 Recipient	2,841.96
Total LANDER FREE MEDICAL (1458):		2,841.96
LANDER JOURNAL	Subscription Renewal 2025	65.00
Total LANDER JOURNAL (287):		65.00
LANDER SENIOR CITIZENS CENTER	January 2025 Expenses	2,295.00
LANDER SENIOR CITIZENS CENTER	February 2025 Expenses	1,231.11
Total LANDER SENIOR CITIZENS CENTER (296):		3,526.11
LARA, CHARRI	Travel Reimbursement	509.79
Total LARA, CHARRI (302):		509.79
MASTERCARD	Scoreboard - Little League Field City Park. Waiti	8,500.00
MASTERCARD	Supplies	20.00
MASTERCARD	Snacks for supervisor training at community cen	35.05
MASTERCARD	Supplies	80.00
MASTERCARD	Clean up mezzanine	36.20
MASTERCARD	Clean up fire hall mezzanine	22.60
MASTERCARD	Office supplies	114.59
MASTERCARD	hockey pucks, hole punch, leather work gloves	193.62
MASTERCARD	Coffee for training	23.99
MASTERCARD	Donuts for training	8.99
MASTERCARD	Phones - All Depts	47.51
MASTERCARD	Phones - All Depts	365.76
MASTERCARD	Phones - All Depts	249.17
MASTERCARD	Phones - All Depts	290.04
MASTERCARD	Phones - All Depts	25.76
MASTERCARD	Phones - All Depts	113.84
MASTERCARD	January 2025 Second Set of BacT samples	75.00
MASTERCARD	WAM	265.00
MASTERCARD	Hoodie	82.93
MASTERCARD	Meeting Expense	23.99
MASTERCARD	furnace filters, lysol wipes, marker, tongs	80.74
MASTERCARD	Supplies	8.19
MASTERCARD	Fuel	56.80
MASTERCARD	Fuel	54.58
MASTERCARD	Gas WAM	40.00
MASTERCARD	Refund on broken monitor	156.42-
MASTERCARD	SquareUp Services for Skating Rink - Credit Ca	6.77
MASTERCARD	Prof Fees - LCCC	249.00
MASTERCARD	materials to replace hockey boards	908.02
MASTERCARD	SquareUp Advanced Access subscription for ice	35.00
MASTERCARD	Supplies	24.04

MASTERCARD	February 2-25 1st set of BacT samples	75.00
MASTERCARD	Fuel	60.08
MASTERCARD	2 hitting mats 6x12- clay w/hp softball	1,418.00
MASTERCARD	in ground home plate softball fields	621.00
MASTERCARD	Lodging WAM	304.00
MASTERCARD	Fuel Rebate	.40-
MASTERCARD	Refund advertising	199.00-
MASTERCARD	lunch for wb at 780 Cascade	101.16
MASTERCARD	Norton	63.28
MASTERCARD	WAMCAT Spring Series	476.00
MASTERCARD	Quarterly Fire Dept Meeting	55.26
MASTERCARD	propane	30.32
MASTERCARD	Pizza Hut Rebate	4.05-
MASTERCARD	Acct #156821201 Dec2024 b	129.98
MASTERCARD	Acct #156821201 Dec2024 b	129.99
MASTERCARD	Acct #156821201 Dec2024 b	129.99
MASTERCARD	Acct #156821201 Dec2024 b	259.98
MASTERCARD	Acct #156821201 Dec2024 b	129.99
MASTERCARD	Acct #156821201 Dec2024 b	129.99
MASTERCARD	Acct #156821201 Dec2024 b	129.99
MASTERCARD	Acct#173012201 JAN2025	449.50
MASTERCARD	Acct#173012201 JAN2025	449.50
MASTERCARD	SHRED BAGS	100.48
MASTERCARD	2 clorox disinfectant wipes	14.38
MASTERCARD	Urinal flush valve for water treatment plant	135.59
MASTERCARD	Track1099 - Avalara 1099 NEC processing fee	1.29
MASTERCARD	Padlock and CO alarms	56.67
MASTERCARD	ext hard drive, gloves and storage bike hooks fo	122.63
MASTERCARD	Desk Build Supplies	209.06
MASTERCARD	Additional paper tray for courtroom printer	199.00
MASTERCARD	Airpack Mask bags	337.95
MASTERCARD	Printer for courtroom	299.00
MASTERCARD	3/8 pvc tubing for chemical pumps	43.12
MASTERCARD	plumbing parts for dry fire suppression system a	29.97
MASTERCARD	battery's and blind cord connectors	54.75
MASTERCARD	welding helmet and regulator	97.67
MASTERCARD	garage door remotes	25.99
MASTERCARD	leveling kit	79.95
MASTERCARD	Stainless hose clamps for chemical pumps	67.90
MASTERCARD	PROMOTIONAL ITEMS FOR SWAG BAGS	234.15
MASTERCARD	Cables, Switches and Docks	534.87
MASTERCARD	ext hard drive, bike storage hooks	134.57
MASTERCARD	December 2024 Water Bills	691.05
MASTERCARD	Water Bills JAN2025	694.87
MASTERCARD	Century Link/Lumen Phone Bill JAN2025Accts:	88.30
MASTERCARD	Century Link/Lumen Phone Bill JAN2025Accts:	196.94
MASTERCARD	Century Link/Lumen Phone Bill JAN2025Accts:	411.49
MASTERCARD	Century Link/Lumen Phone Bill JAN2025Accts:	121.10
MASTERCARD	Century Link/Lumen Phone Bill JAN2025Accts:	121.10
MASTERCARD	Battery for WT2 and jumper cables	245.08
MASTERCARD	softball field equipment	811.50
MASTERCARD	Velcro for Vests	31.63
MASTERCARD	Avalara - Track1099 2025 1099 NEC & G forms	154.35
MASTERCARD	Supplies	356.68
MASTERCARD	EMPLOYEE BENEFIT	40.90
MASTERCARD	Subscription annual	553.30
MASTERCARD	2025 Membership dues	136.00
MASTERCARD	AWS	23.99
MASTERCARD	Replace defective VFD for floc drive motors	275.49
MASTERCARD	L24-04085	150.00

MASTERCARD	Supplies	100.17
MASTERCARD	Supplies - Police	100.17
MASTERCARD	Key lock access to fire hall and airport	720.00
MASTERCARD	Key lock access to fire hall and airport	144.00
MASTERCARD	Heet, Motor treatment and can air duster, USB t	42.80
MASTERCARD	publication costs	3,826.51
MASTERCARD	Uniform Pants	183.94
MASTERCARD	Performance Polos	971.84
MASTERCARD	Supplies	40.00
MASTERCARD	plastic eggs for Easter egg hunt	596.00
MASTERCARD	Compliance checks Jan 2025 27 gift certs	270.00
MASTERCARD	New PD Polo shirts with logo put on	95.00
MASTERCARD	Thermostat and multimeter for Hunt Field	96.28
MASTERCARD	Acct #8313 30 500 0003689 Spectrum Control	14.22
MASTERCARD	Acct #8313 30 500 0003689 Spectrum Control	121.64
MASTERCARD	Plumbing fittings for dry air fire suppression syst	6.81
MASTERCARD	WAM - Travel	268.00
MASTERCARD	WAM Travel	402.00
MASTERCARD	Chair	148.99
MASTERCARD	Latches and locks for tool box on break truck	396.97
MASTERCARD	Trash Removal JAN2025	757.16
MASTERCARD	Trash Removal JAN2025	1,025.46
MASTERCARD	Trash Removal JAN2025	157.73
MASTERCARD	Trash Removal JAN2025	180.10
MASTERCARD	Trash Removal JAN2025	165.16
MASTERCARD	Google Workspace JAN2025	853.20
MASTERCARD	Google Workspace JAN2025	853.20
MASTERCARD	L1 Lunch meeting	69.63
MASTERCARD	concession reorder rink	806.35
MASTERCARD	concession restock, popcorn machine cleaner	354.95
MASTERCARD	Misc maintenance items for Hunt Field, LCCC a	213.56
MASTERCARD	Supplies	59.99
MASTERCARD	Key blanks	11.96
MASTERCARD	surge protectors for new offices	47.06
MASTERCARD	January 2025 Wastewater Testing	645.00
MASTERCARD	January 2025 Wastewater Sampling	345.00
MASTERCARD	meeting expense for engineering interviews	32.87
MASTERCARD	1st Quarter TOC and Alkalinity Testing for WTP	179.00
MASTERCARD	January 2025 Wastewater Sampling	345.00
MASTERCARD	January Wastewater Sampling	345.00
MASTERCARD	Vest Tapes	45.88
MASTERCARD	Patches for Vest	91.78
MASTERCARD	repair on hotsy	135.00
MASTERCARD	goof off and mouse traps	32.04
MASTERCARD	Motor Grader Fitting	5.69
MASTERCARD	Stanadyne diesel treat for generator and transfe	72.47
MASTERCARD	Waterproof gloves for flocc drive maintenance	21.98
MASTERCARD	tools for trucks	231.91
MASTERCARD	AGM Battery	80.60
MASTERCARD	stock order	376.54
MASTERCARD	stock order	348.65
MASTERCARD	PR-5 parts	829.39
MASTERCARD	stock	17.11
MASTERCARD	U joint's	63.80
MASTERCARD	Motor grader hyd. hoses streets	115.21
MASTERCARD	brake adjuster RETURNING	26.09
MASTERCARD	brake fluid, power steering fluid with stop leak	26.51
MASTERCARD	output seal	17.74
MASTERCARD	Brake master cylinder	69.62
MASTERCARD	Hydraulic fittings motor grader	5.17

MASTERCARD	CREDIT	67.89-
MASTERCARD	bulb and connector	20.48
MASTERCARD	head light connector's	12.56
MASTERCARD	DEF fluid	75.44
MASTERCARD	battery	218.57
MASTERCARD	battery warranty and upgrade	80.60
MASTERCARD	DEF Fluid	38.37
MASTERCARD	air chuck	41.38
MASTERCARD	battery, TPM sensor's, W/S cap	354.18
MASTERCARD	credit	18.00-
MASTERCARD	Air valve solenoid	152.99
MASTERCARD	Air fittings	2.91
MASTERCARD	stock order	77.47
MASTERCARD	Filter	40.15
MASTERCARD	fuel pump and filter	137.77
MASTERCARD	Towing L24-00918 released by FCSO as Aband	195.00
MASTERCARD	Postage to repair L13 ticket writter	9.20
MASTERCARD	Postage WCL L25-00034	6.25
MASTERCARD	Postage evidence L24-03743 SA Kit	10.50
MASTERCARD	1x4-12' trim boards	116.13
MASTERCARD	e-coli testing for Dec. 2024	270.00
MASTERCARD	e-coli testing for Jan. 2025	225.00
MASTERCARD	Desk Build Supplies	198.14
MASTERCARD	Desk Build Supplies	33.59
MASTERCARD	Drinks for Training	5.88
MASTERCARD	Sand bags and snow shovels for City buildings	175.90
MASTERCARD	Hotel for WAM for Lance	321.50
MASTERCARD	Hotel for WAM conference for RaJean	321.50
MASTERCARD	Yearly subscription	50.00
MASTERCARD	Vonage FEB2024	827.75
MASTERCARD	Vonage FEB2024	827.75
MASTERCARD	Book for PIP	12.00
MASTERCARD	bases, pitchers plate, string winder, equipment f	1,027.03
MASTERCARD	Snow shovel for Ellis tank building	31.49
MASTERCARD	Coffee makers	149.38
MASTERCARD	AA batteries Parks and Rec building sinks - Aut	16.99
MASTERCARD	Desk Build Supplies	423.96
MASTERCARD	Pex adapters and couplers	22.47
MASTERCARD	trash bags and ice melt salt	44.07
MASTERCARD	Stainless nuts and washers for flocc drive sproc	37.78
Total MASTERCARD (327):		49,835.22
METRON FARNIER	Meter Replacement Project	133,118.82
Total METRON FARNIER (1451):		133,118.82
MISC ONE TIME VENDOR	2025-2026 LIQUOR LICENSE REFUND FOR O	1,000.00
Total MISC ONE TIME VENDOR (342):		1,000.00
MOTOROLA SOLUTIONS INC	Vehicle charger	1,488.48
Total MOTOROLA SOLUTIONS INC (1173):		1,488.48
MPK&D LLC	First payment for strategic planning task order	3,105.00
Total MPK&D LLC (1482):		3,105.00
NORCO INC	Acct #GT871 Cylinder Rental	100.75

Total NORCO INC (364):		100.75
OFFICE SHOP, INC.	new large format printer	6,990.00
OFFICE SHOP, INC.	large format printer paper	60.73
Total OFFICE SHOP, INC. (373):		7,050.73
O'REILLY AUTO PARTS	Patrol Vehicle Floor Mats	37.99
Total O'REILLY AUTO PARTS (376):		37.99
POSTMASTER	Utility Billing Postage	5,000.00
Total POSTMASTER (399):		5,000.00
RDO EQUIPMENT CO	Thermostat and gaskets	63.43
Total RDO EQUIPMENT CO (1414):		63.43
REWORX	Airtable water account setup, Tech assistance	5,370.00
Total REWORX (1347):		5,370.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney Fees	2,820.50
Total RIVER OAKS COMMUNICATIONS CORP (1402):		2,820.50
RIVERTON RANGER INC	Subscription Renewal 2025	65.00
Total RIVERTON RANGER INC (505):		65.00
ROCKY MOUNTAIN AUTOMATIC DOORS LLC	Replace garage door at the fire hall	2,025.00
Total ROCKY MOUNTAIN AUTOMATIC DOORS LLC (1372):		2,025.00
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 FEB2025	5,484.32
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 FEB2025	511.42
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 FEB2025	1,848.29
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 FEB2025	4,633.22
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 FEB2025	650.44
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 FEB2025	417.67
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 FEB2025	5,963.94
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 FEB2025	2,945.61
ROCKY MOUNTAIN POWER	Acct#58693041-001 2 October 2024	10.40-
ROCKY MOUNTAIN POWER	Gannett Peak Street Lights	12,712.00
ROCKY MOUNTAIN POWER	Baldwin Creek Street Lights	10,958.00
ROCKY MOUNTAIN POWER	Wood and 6th Street Light	2,872.00
Total ROCKY MOUNTAIN POWER (435):		48,986.51
STRIKE CONSULTING GROUP	McFarlane Dr. Construction Eng	3,422.50
STRIKE CONSULTING GROUP	MFPA Engineering	13,261.25
STRIKE CONSULTING GROUP	Stream Gauge	3,063.75
STRIKE CONSULTING GROUP	Sewer Master Plan Eng	25,312.75
STRIKE CONSULTING GROUP	FEMA Closeout Appeal Memo	1,595.00
Total STRIKE CONSULTING GROUP (1112):		46,655.25
SUMMIT FIRE & SECURITY	Sprinkler inspection - Golf Course Bld	334.75

SUMMIT FIRE & SECURITY	Prof fees - LCCC	387.50
SUMMIT FIRE & SECURITY	Semi Annual Ansul Fire Suppression service at	387.50
Total SUMMIT FIRE & SECURITY (1279):		1,109.75
SUMMIT WEST CPA GROUP P.C.	IT Services for - Parks & Rec., PD, Water Treat	625.53
SUMMIT WEST CPA GROUP P.C.	IT Services for - Parks & Rec., PD, Water Treat	625.52
SUMMIT WEST CPA GROUP P.C.	IT Services for - Parks & Rec., PD, Water Treat	625.52
Total SUMMIT WEST CPA GROUP P.C. (1328):		1,876.57
SWEETWATER AIRE	furnace at sam rodgers hangar	123.10
Total SWEETWATER AIRE (484):		123.10
TEAM LABORATORY CHEM LLC	cold mix	191.25
TEAM LABORATORY CHEM LLC	mega bugs for the sewer ponds	3,546.50
Total TEAM LABORATORY CHEM LLC (493):		3,737.75
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
Total WALLER, TECIA (1333):		4,400.00
WATER REFUNDS	REFUND - WATER - KNIGGE	200.00
WATER REFUNDS	REFUND - WATER - HANSEN	106.88
WATER REFUNDS	REFUND - WATER - GALLETTA	66.46
WATER REFUNDS	REFUND - WATER - ANDERSON	193.12
WATER REFUNDS	REFUND - WATER - BILLS FAMILY TRUST	7.81
Total WATER REFUNDS (552):		574.27
WESTERN LAW ASSOCIATES	February 2025 Services	2,404.48
Total WESTERN LAW ASSOCIATES (559):		2,404.48
WHITING LAW PC	February 2025 Services	210.00
Total WHITING LAW PC (564):		210.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Storm Water	3,947.50
WILLIAM H SMITH & ASSOC	Baldwin Creek ROW Eng	6,660.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Redesign	3,547.50
WILLIAM H SMITH & ASSOC	South 9th Geotech/Survey	3,925.00
WILLIAM H SMITH & ASSOC	South 9th Eng	6,897.50
WILLIAM H SMITH & ASSOC	Lincoln Street Const Eng	975.00
Total WILLIAM H SMITH & ASSOC (1058):		25,952.50
WIND HOSTING	SSL Certificate Renewal 2025	50.00
Total WIND HOSTING (1034):		50.00
WYDOT - FINANCIAL SERVICES	Outstanding WYDOT invoice	43.29
WYDOT - FINANCIAL SERVICES	WYDOT Fuel - FEB2025	2,951.46
WYDOT - FINANCIAL SERVICES	WYDOT Fuel - FEB2025	331.15
WYDOT - FINANCIAL SERVICES	WYDOT Fuel - FEB2025	1,475.73
WYDOT - FINANCIAL SERVICES	WYDOT Fuel - FEB2025	1,475.72

Total WYDOT - FINANCIAL SERVICES (606):		6,277.35
WYOMING ASSN OF RURAL WATER	registration for Shane White, Mike Haase	790.00
Total WYOMING ASSN OF RURAL WATER (598):		790.00
WYOMING ASSN. OF MUN.	Conference	105.00
Total WYOMING ASSN. OF MUN. (599):		105.00
WYOMING FIRST AID & SAFETY SUPPLY	Safety Supply Restock	821.29
Total WYOMING FIRST AID & SAFETY SUPPLY (427):		821.29
WYOMING LIVESTOCK ROUNDUP	Rodeo Concessionaire: Two Week Classified A	149.50
WYOMING LIVESTOCK ROUNDUP	Rodeo Concessionaire: Display Ad	408.00
Total WYOMING LIVESTOCK ROUNDUP (1476):		557.50
WYOMING RETIREMENT SYSTEM	Firefighter Retirement	637.50
Total WYOMING RETIREMENT SYSTEM (614):		637.50
Grand Totals:		694,534.14

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 1/19/2025 – 2/18/2025

Municipal Court = $1,119.83

Parks = $3,252.00

Police = $1,760.00

February 28, 2025 Net Payroll
$ 240,074.50

Transmittals		
Aflac	$	467.29
Child Support	$	1,554.50
Colonial Life	$	232.55
Payroll Taxes	$	82,224.40
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.)	$	84,054.12
Workers Comp	$	5,199.28
Wyoming Retirement System	$	61,043.53

AMENDMENT ONE TO THE LOAN AGREEMENT BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD AND THE CITY OF LANDER DWSRF #194

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule reflecting the amended interest rate.

   The original Loan Agreement, dated July 25, 2017, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of two million seventy thousand dollars and 00/100 ($2,070,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

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 the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to "two and one-half percent (2.5%)" in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: "one and one-half percent (1.5%)".

   B. As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

5. **Amended Responsibilities of the Borrower.** Responsibilities of the Borrower have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment 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 Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of five (5) pages; Promissory Note dated July 11, 2017, consisting of two (2) pages; Amortization Schedule commencing June 6, 2017, consisting of one (1) page; Assignment and Pledge of Revenues dated July 11, 2017, consisting of one (1) page; this Amendment One, consisting of three (3) pages; and the Updated Amortization Schedule dated December 7, 2023, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **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.

BOARD:
Wyoming State Loan and Investment Board

______________________________ ____________
Mark Gordon, Governor Date

ATTEST:

______________________________ ____________
Jason Crowder, Interim Director Date
Wyoming Office of State Lands and Investments

BORROWER:
City of Lander

______________________________ ____________
Monte Richardson, Mayor Date

ATTEST:

______________________________ ____________
Rachelle Fontaine, City Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

\#246230 02.06.25
For Tyler M. Renner, Supervising Attorney General Date

Wyoming The Office of State Lands and Investments

City of Lander - DW194

Loan Amortization Report

Interest Rates

Start Date	End Date	Interest Rate	Fee Rate
07/25/2017	10/05/2023	2.500000	0.000000
10/05/2023	07/01/2037	1.500000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	$0.00	0.000000	$0.00	$0.00	$0.00		$1,199,387.60	$1,199,387.60
1	07/15/2024	$115,040.20	1.500000	$17,744.36	$0.00	$132,784.56		$1,084,347.40	$1,084,347.40
2	07/15/2025	$116,742.16	1.500000	$16,042.40	$0.00	$132,784.56		$967,605.24	$967,605.24
3	07/15/2026	$118,469.30	1.500000	$14,315.26	$0.00	$132,784.56		$849,135.94	$849,135.94
4	07/15/2027	$120,222.00	1.500000	$12,562.56	$0.00	$132,784.56		$728,913.94	$728,913.94
5	07/15/2028	$122,000.63	1.500000	$10,783.93	$0.00	$132,784.56		$606,913.31	$606,913.31
6	07/15/2029	$123,805.57	1.500000	$8,978.99	$0.00	$132,784.56		$483,107.74	$483,107.74
7	07/15/2030	$125,637.21	1.500000	$7,147.35	$0.00	$132,784.56		$357,470.53	$357,470.53
8	07/15/2031	$127,495.95	1.500000	$5,288.61	$0.00	$132,784.56		$229,974.58	$229,974.58
9	07/15/2032	$129,382.20	1.500000	$3,402.36	$0.00	$132,784.56		$100,592.38	$100,592.38
10	07/15/2033	$100,592.38	1.500000	$1,488.22	$0.00	$102,080.60		$0.00	$0.00
Totals:		**$1,199,387.60**		**$97,754.04**	**$0.00**	**$1,297,141.64**	**$0.00**		

AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD AND THE CITY OF LANDER CWSRF #125

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule reflecting the amended interest rate.

   The original Loan Agreement, dated April 30, 2012, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of one million five hundred thousand dollars and 00/100 ($1,500,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

   The Amended Loan Agreement, dated April 26, 2016, established a new schedule of repayment for the new Loan principal balance of six hundred ninety-three thousand four hundred one dollars and 08/100 ($693,401.08) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.

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 the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to "two and one-half percent (2.5%)" in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: "one and one-half percent (1.5%)".

   B. As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

5. **<u>Amended Responsibilities of the City.</u>** Responsibilities of the City have not changed.

6. **<u>Amended Responsibilities of the Board.</u>** Responsibilities of the Board have not changed.

7. **<u>Special Provisions.</u>**

   A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

   B. **Counterparts.** This Amendment 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 Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **<u>General Provisions.</u>**

   A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of nine (9) pages; Promissory Note dated April 24, 2012, consisting of two (2) pages; Amortization Schedule commencing April 1, 2013, consisting of one (1) page; Assignment and Pledge of Revenues dated April 24, 2012, consisting of one (1) page; Amended Promissory Note dated April 26, 2016, consisting of one (1) page; Amortization Schedule commencing May 15, 2016, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; and the Updated Amortization Schedule dated December 7, 2023, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. <u>Signatures.</u> 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.

BOARD:
Wyoming State Loan and Investment Board

_______________________________ _______________
Mark Gordon, Governor Date

ATTEST:

_______________________________ _______________
Jason Crowder, Interim Director Date
Wyoming Office of State Lands and Investments

CITY:
City of Lander

_______________________________ _______________
Monte Richardson, Mayor Date

ATTEST:

_______________________________ _______________
Rachelle Fontaine, City Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#246223 02.07.25
for Tyler M. Renner, Supervising Attorney General Date

Wyoming The Office of State Lands and Investments

City of Lander - CW125

Loan Amortization Report

Interest Rates

Start Date	End Date	Interest Rate	Fee Rate
04/18/2012	10/05/2023	2.500000	0.000000
10/05/2023	04/01/2035	1.500000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	$0.00	0.000000	$0.00	$0.00	$0.00		$422,915.18	$422,915.18
1	05/15/2024	$38,222.86	1.500000	$6,256.83	$0.00	$44,479.69		$384,692.32	$384,692.32
2	05/15/2025	$38,788.35	1.500000	$5,691.34	$0.00	$44,479.69		$345,903.97	$345,903.97
3	05/15/2026	$39,362.21	1.500000	$5,117.48	$0.00	$44,479.69		$306,541.76	$306,541.76
4	05/15/2027	$39,944.55	1.500000	$4,535.14	$0.00	$44,479.69		$266,597.21	$266,597.21
5	05/15/2028	$40,535.51	1.500000	$3,944.18	$0.00	$44,479.69		$226,061.70	$226,061.70
6	05/15/2029	$41,135.22	1.500000	$3,344.47	$0.00	$44,479.69		$184,926.48	$184,926.48
7	05/15/2030	$41,743.79	1.500000	$2,735.90	$0.00	$44,479.69		$143,182.69	$143,182.69
8	05/15/2031	$42,361.37	1.500000	$2,118.32	$0.00	$44,479.69		$100,821.32	$100,821.32
9	05/15/2032	$42,988.09	1.500000	$1,491.60	$0.00	$44,479.69		$57,833.23	$57,833.23
10	05/15/2033	$43,624.08	1.500000	$855.61	$0.00	$44,479.69		$14,209.15	$14,209.15
11	05/15/2034	$14,209.15	1.500000	$210.22	$0.00	$14,419.37		$0.00	$0.00
Totals:		**$422,915.18**		**$36,301.09**	**$0.00**	**$459,216.27**	**$0.00**		

AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD AND THE CITY OF LANDER CWSRF #141

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule reflecting the amended interest rate.

   The original Loan Agreement, dated May 27, 2014, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of two million fifty-four thousand six hundred forty dollars and 00/100 ($2,054,640.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

   The Amended Loan Agreement, dated October 13, 2020, established a new schedule of repayment for the new Loan principal balance of one million six hundred ninety-seven thousand six hundred dollars and 00/100 ($1,697,600.00) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.

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 the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to "two and one-half percent (2.5%)" in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: "one and one-half percent (1.5%)".

   B. As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

5. **Amended Responsibilities of the City.** Responsibilities of the City have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

   A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

   B. **Counterparts.** This Amendment 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 Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

   A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated May 13, 2014, consisting of two (2) pages; Amortization Schedule commencing April 1, 2015, consisting of one (1) page; Assignment and Pledge of Revenues dated May 13, 2014, consisting of one (1) page; Amended Promissory Note with Appendix A dated October 13, 2020, consisting of three (3) pages; Amortization Schedule commencing September 9, 2020, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; and the Updated Amortization Schedule dated December 7, 2023, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **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.

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor — Date

ATTEST:

Jason Crowder, Interim Director — Date
Wyoming Office of State Lands and Investments

CITY:
City of Lander

Monte Richardson, Mayor — Date

ATTEST:

Rachelle Fontaine, City Clerk — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#246224 — 02.06.25

For Tyler M. Renner, Supervising Attorney General — Date

Wyoming The Office of State Lands and Investments

City of Lander - CW141

Loan Amortization Report

Interest Rates

Start Date	End Date	Interest Rate	Fee Rate
05/27/2014	12/07/2023	2.500000	0.000000
12/07/2023	04/01/2035	1.500000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	$0.00	0.000000	$0.00	$0.00	$0.00		$1,195,836.48	$1,195,836.48
1	10/15/2024	$91,204.34	1.500000	$17,691.83	$0.00	$108,896.17		$1,104,632.14	$1,104,632.14
2	10/15/2025	$92,553.67	1.500000	$16,342.50	$0.00	$108,896.17		$1,012,078.47	$1,012,078.47
3	10/15/2026	$93,922.95	1.500000	$14,973.22	$0.00	$108,896.17		$918,155.52	$918,155.52
4	10/15/2027	$95,312.50	1.500000	$13,583.67	$0.00	$108,896.17		$822,843.02	$822,843.02
5	10/15/2028	$96,722.60	1.500000	$12,173.57	$0.00	$108,896.17		$726,120.42	$726,120.42
6	10/15/2029	$98,153.57	1.500000	$10,742.60	$0.00	$108,896.17		$627,966.85	$627,966.85
7	10/15/2030	$99,605.70	1.500000	$9,290.47	$0.00	$108,896.17		$528,361.15	$528,361.15
8	10/15/2031	$101,079.32	1.500000	$7,816.85	$0.00	$108,896.17		$427,281.83	$427,281.83
9	10/15/2032	$102,574.74	1.500000	$6,321.43	$0.00	$108,896.17		$324,707.09	$324,707.09
10	10/15/2033	$104,092.28	1.500000	$4,803.89	$0.00	$108,896.17		$220,614.81	$220,614.81
11	10/15/2034	$105,632.28	1.500000	$3,263.89	$0.00	$108,896.17		$114,982.53	$114,982.53
12	10/15/2035	$107,195.06	1.500000	$1,701.11	$0.00	$108,896.17		$7,787.47	$7,787.47
13	10/15/2036	$7,787.47	1.500000	$115.21	$0.00	$7,902.68		$0.00	$0.00
Totals:		**$1,195,836.48**		**$118,820.24**	**$0.00**	**$1,314,656.72**	**$0.00**		

AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD AND THE CITY OF LANDER CWSRF #142

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule reflecting the amended interest rate.

   The original Loan Agreement, dated May 27, 2014, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of two million eight hundred sixty-one thousand nine hundred thirty-seven dollars and 00/100 ($2,861,937.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

   The Amended Loan Agreement, dated January 14, 2020, established a new schedule of repayment for the new Loan principal balance of one million twenty-five thousand six hundred fifteen dollars and 51/100 ($1,025,615.51) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.

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 the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to "two and one-half percent (2.5%)" in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: "one and one-half percent (1.5%)".

   B. As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

5. **Amended Responsibilities of the Borrower.** Responsibilities of the Borrower have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

   A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

   B. **Counterparts.** This Amendment 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 Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

   A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated May 13, 2014, consisting of two (2) pages; Amortization Schedule commencing April 1, 2015, consisting of one (1) page; Assignment and Pledge of Revenues dated May 13, 2014, consisting of one (1) page; Amended Promissory Note with Appendix A dated January 14, 2020, consisting of three (3) pages; Amortization Schedule commencing January 8, 2020, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; and the Updated Amortization Schedule dated December 7, 2023, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **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.

BOARD:
Wyoming State Loan and Investment Board

______________________________________ _______________
Mark Gordon, Governor Date

ATTEST:

______________________________________ _______________
Jason Crowder, Interim Director Date
Wyoming Office of State Lands and Investments

BORROWER:
City of Lander

______________________________________ _______________
Monte Richardson, Mayor Date

ATTEST:

______________________________________ _______________
Rachelle Fontaine, City Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#246225 02.06.25
6V Tyler M. Renner, Supervising Attorney General Date

Wyoming The Office of State Lands and Investments

City of Lander - CW142

Loan Amortization Report

Interest Rates

Start Date	End Date	Interest Rate	Fee Rate
05/27/2014	12/07/2023	2.500000	0.000000
12/07/2023	07/01/2040	1.500000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	$0.00	0.000000	$0.00	$0.00	$0.00		$850,261.81	$850,261.81
1	07/01/2024	$53,211.07	1.500000	$12,579.22	$0.00	$65,790.29		$797,050.74	$797,050.74
2	07/01/2025	$53,998.31	1.500000	$11,791.98	$0.00	$65,790.29		$743,052.43	$743,052.43
3	07/01/2026	$54,797.19	1.500000	$10,993.10	$0.00	$65,790.29		$688,255.24	$688,255.24
4	07/01/2027	$55,607.88	1.500000	$10,182.41	$0.00	$65,790.29		$632,647.36	$632,647.36
5	07/01/2028	$56,430.58	1.500000	$9,359.71	$0.00	$65,790.29		$576,216.78	$576,216.78
6	07/01/2029	$57,265.44	1.500000	$8,524.85	$0.00	$65,790.29		$518,951.34	$518,951.34
7	07/01/2030	$58,112.65	1.500000	$7,677.64	$0.00	$65,790.29		$460,838.69	$460,838.69
8	07/01/2031	$58,972.40	1.500000	$6,817.89	$0.00	$65,790.29		$401,866.29	$401,866.29
9	07/01/2032	$59,844.87	1.500000	$5,945.42	$0.00	$65,790.29		$342,021.42	$342,021.42
10	07/01/2033	$60,730.25	1.500000	$5,060.04	$0.00	$65,790.29		$281,291.17	$281,291.17
11	07/01/2034	$61,628.72	1.500000	$4,161.57	$0.00	$65,790.29		$219,662.45	$219,662.45
12	07/01/2035	$62,540.49	1.500000	$3,249.80	$0.00	$65,790.29		$157,121.96	$157,121.96
13	07/01/2036	$63,465.75	1.500000	$2,324.54	$0.00	$65,790.29		$93,656.21	$93,656.21
14	07/01/2037	$64,404.69	1.500000	$1,385.60	$0.00	$65,790.29		$29,251.52	$29,251.52
15	07/01/2038	$29,251.52	1.500000	$432.76	$0.00	$29,684.28		$0.00	$0.00
Totals:		**$850,261.81**		**$100,486.53**	**$0.00**	**$950,748.34**	**$0.00**		

AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD AND THE CITY OF LANDER DWSRF #128

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule reflecting the amended interest rate.

   The original Loan Agreement, dated April 30, 2012, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of three million sixty-eight thousand dollars and 00/100 ($3,068,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

   The Amended Loan Agreement, dated September 18, 2017, established a new schedule of repayment for the new Loan principal balance of one million five hundred thirty-three thousand nine hundred ninety-nine dollars and 85/100 ($1,533,999.85) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.

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 the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to "two and one-half percent (2.5%)" in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: "one and one-half percent (1.5%)".

   B. As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

5. **Amended Responsibilities of the City.** Responsibilities of the City have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

   A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

   B. **Counterparts.** This Amendment 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 Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

   A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated April 24, 2012, consisting of two (2) pages; Amortization Schedule commencing April 1, 2013, consisting of one (1) page; Assignment and Pledge of Revenues dated April 24, 2012, consisting of one (1) page; Amended Promissory Note dated September 18, 2017, consisting of one (1) page; Amortization Schedule commencing September 14, 2017, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; and the Updated Amortization Schedule dated December 7, 2023, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **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.

BOARD:
Wyoming State Loan and Investment Board

_______________________________ _______________
Mark Gordon, Governor Date

ATTEST:

_______________________________ _______________
Jason Crowder, Interim Director Date
Wyoming Office of State Lands and Investments

CITY:
City of Lander

_______________________________ _______________
Monte Richardson, Mayor Date

ATTEST:

_______________________________ _______________
Rachelle Fontaine, City Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#240227 02.06.25
For Tyler M. Renner, Supervising Attorney General Date

Wyoming The Office of State Lands and Investments

City of Lander - DW128

Loan Amortization Report

Interest Rates			
Start Date	End Date	Interest Rate	Fee Rate
04/30/2012	10/05/2023	2.500000	0.000000
10/05/2023	04/01/2035	1.500000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	$0.00	0.000000	$0.00	$0.00	$0.00		$1,131,395.21	$1,131,395.21
1	06/15/2024	$81,663.24	1.500000	$16,738.45	$0.00	$98,401.69		$1,049,731.97	$1,049,731.97
2	06/15/2025	$82,871.41	1.500000	$15,530.28	$0.00	$98,401.69		$966,860.56	$966,860.56
3	06/15/2026	$84,097.45	1.500000	$14,304.24	$0.00	$98,401.69		$882,763.11	$882,763.11
4	06/15/2027	$85,341.63	1.500000	$13,060.06	$0.00	$98,401.69		$797,421.48	$797,421.48
5	06/15/2028	$86,604.22	1.500000	$11,797.47	$0.00	$98,401.69		$710,817.26	$710,817.26
6	06/15/2029	$87,885.49	1.500000	$10,516.20	$0.00	$98,401.69		$622,931.77	$622,931.77
7	06/15/2030	$89,185.71	1.500000	$9,215.98	$0.00	$98,401.69		$533,746.06	$533,746.06
8	06/15/2031	$90,505.17	1.500000	$7,896.52	$0.00	$98,401.69		$443,240.89	$443,240.89
9	06/15/2032	$91,844.15	1.500000	$6,557.54	$0.00	$98,401.69		$351,396.74	$351,396.74
10	06/15/2033	$93,202.94	1.500000	$5,198.75	$0.00	$98,401.69		$258,193.80	$258,193.80
11	06/15/2034	$94,581.84	1.500000	$3,819.85	$0.00	$98,401.69		$163,611.96	$163,611.96
12	06/15/2035	$95,981.13	1.500000	$2,420.56	$0.00	$98,401.69		$67,630.83	$67,630.83
13	06/15/2036	$67,630.83	1.500000	$1,000.57	$0.00	$68,631.40		$0.00	$0.00
Totals:		**$1,131,395.21**		**$118,056.47**	**$0.00**	**$1,249,451.68**	**$0.00**		

AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD AND THE CITY OF LANDER DWSRF #180

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule reflecting the amended interest rate.

   The original Loan Agreement, dated July 20, 2016, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of one million ninety thousand five hundred sixty dollars and 00/100 ($1,090,560.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

   The Amended Loan Agreement, dated April 13, 2021, established a new schedule of repayment for the new Loan principal balance of five hundred nine thousand fifty-four dollars and 11/100 ($509,054.11) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.

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 the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

   A. As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to "two and one-half percent (2.5%)" in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: "one and one-half percent (1.5%)".

   B. As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

5. **<u>Amended Responsibilities of the Borrower.</u>** Responsibilities of the Borrower have not changed.

6. **<u>Amended Responsibilities of the Board.</u>** Responsibilities of the Board have not changed.

7. **<u>Special Provisions.</u>**

   A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

   B. **Counterparts.** This Amendment 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 Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **<u>General Provisions.</u>**

   A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of nine (9) pages; Promissory Note dated June 17, 2016, consisting of two (2) pages; Amortization Schedule commencing April 1, 2017, consisting of one (1) page; Assignment and Pledge of Revenues dated June 17, 2016, consisting of one (1) page; Amended Promissory Note with Appendix A dated April 13, 2021, consisting of three (3) pages; Amortization Schedule commencing April 1, 2021, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; and the Updated Amortization Schedule dated December 7, 2023, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **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.

BOARD:
Wyoming State Loan and Investment Board

____________________________________ ________________
Mark Gordon, Governor Date

ATTEST:

____________________________________ ________________
Jason Crowder, Interim Director Date
Wyoming Office of State Lands and Investments

BORROWER:
City of Lander

____________________________________ ________________
Monte Richardson, Mayor Date

ATTEST:

____________________________________ ________________
Rachelle Fontaine, City Clerk Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#246228 02.06.25
FOR Tyler M. Renner, Supervising Attorney General Date

Wyoming The Office of State Lands and Investments

City of Lander - DW180

Loan Amortization Report

Da
Ti

Interest Rates

Start Date	End Date	Interest Rate	Fee Rate
07/20/2016	10/05/2023	2.500000	0.000000
10/05/2023	07/01/2041	1.500000	0.000000

Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
0	/ /	$0.00	0.000000	$0.00	$0.00	$0.00		$442,355.12	$442,355.12
1	07/01/2024	$26,109.93	1.500000	$6,544.43	$0.00	$32,654.36		$416,245.19	$416,245.19
2	07/01/2025	$26,496.21	1.500000	$6,158.15	$0.00	$32,654.36		$389,748.98	$389,748.98
3	07/01/2026	$26,888.21	1.500000	$5,766.15	$0.00	$32,654.36		$362,860.77	$362,860.77
4	07/01/2027	$27,286.01	1.500000	$5,368.35	$0.00	$32,654.36		$335,574.76	$335,574.76
5	07/01/2028	$27,689.69	1.500000	$4,964.67	$0.00	$32,654.36		$307,885.07	$307,885.07
6	07/01/2029	$28,099.35	1.500000	$4,555.01	$0.00	$32,654.36		$279,785.72	$279,785.72
7	07/01/2030	$28,515.06	1.500000	$4,139.30	$0.00	$32,654.36		$251,270.66	$251,270.66
8	07/01/2031	$28,936.93	1.500000	$3,717.43	$0.00	$32,654.36		$222,333.73	$222,333.73
9	07/01/2032	$29,365.04	1.500000	$3,289.32	$0.00	$32,654.36		$192,968.69	$192,968.69
10	07/01/2033	$29,799.48	1.500000	$2,854.88	$0.00	$32,654.36		$163,169.21	$163,169.21
11	07/01/2034	$30,240.35	1.500000	$2,414.01	$0.00	$32,654.36		$132,928.86	$132,928.86
12	07/01/2035	$30,687.74	1.500000	$1,966.62	$0.00	$32,654.36		$102,241.12	$102,241.12
13	07/01/2036	$31,141.75	1.500000	$1,512.61	$0.00	$32,654.36		$71,099.37	$71,099.37
14	07/01/2037	$31,602.48	1.500000	$1,051.88	$0.00	$32,654.36		$39,496.89	$39,496.89
15	07/01/2038	$32,070.02	1.500000	$584.34	$0.00	$32,654.36		$7,426.87	$7,426.87
16	07/01/2039	$7,426.87	1.500000	$109.88	$0.00	$7,536.75		$0.00	$0.00
Totals:		**$442,355.12**		**$54,997.03**	**$0.00**	**$497,352.15**	**$0.00**		

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 _____ day of __________, 2025

APPROVED on 2nd Reading this_____ day of __________, 2025

APPROVED on 3rd Reading this _____ day of __________, 2025

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the ______ day of ____________, 2025.

THE CITY OF LANDER
A Municipal Corporation

By:_______________________
_______________, Mayor

ATTEST:

____
_______________, 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 _________________________ , following passage, adoption, and approval of Ordinance 2025-3, Monte Richardson, the duly elected, qualified, and acting Mayor of the City of Lander, issued this proclamation, and said Ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being ______________________.

____
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.

BY-LAWS OF THE HOUSING AUTHORITY OF THE CITY OF LANDER, WYOMING
Adopted and Approved February 18, 2025

ARTICLE I - THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be "The Housing Authority of the City of Lander, Wyoming." Commonly know as the Lander Housing Authority.

Section 2. Office of Authority. The office of the Authority shall be at such a location as designated by the Board, in the City of Lander, State of Wyoming

Section 3. The Authority is established in accordance with Wyoming State Statute 15-10 (inclusive) all other laws of the State of Wyoming applicable thereto. The function of the Authority shall be as stated in City of Lander Resolutions 136 dated February 27, 1979, and Resolution 1203 dated May 11, 2021, and all other subsequent Resolutions duly approved and adopted by the City of Lander.

ARTICLE II - OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairperson, a Vice Chairperson, a Secretary and a Treasurer. A Secretary/Treasurer officer may be elected to perform combined duties.

Section 2. Chairperson. The Chairperson shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairperson shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the Authority.

Section 3. Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. The Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a new Chairperson.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office. The Secretary shall assume all duties of the Chairperson and Vice Chairperson in the absence of both of those officers.

Section 5. Treasurer. The Treasurer shall have fiduciary responsibility of all funds of the Authority and shall keep or verify financial transactions as requested by the Board or the Auditing agency.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority. The Officer's duties may be designated to staff positions or a contract for services as the Board deems appropriate.

Section 7. Required Public Officer Training. Each Board Member shall comply with the State Statute 9-1-510, inclusive, and complete and approved Public Officer Training within 12 months of being appointed to the Board

Section 8. Removal. The Authority may remove officers and members with or without cause as approved by a majority vote of the Board.

Section 9. Attendance. Removal of a member may take place in the event of three (3) consecutive, unexcused absences. Each individual case will be reviewed by the Authority.

Section 10. Election or Appointment. The Chairperson, Vice Chairperson, Secretary and Treasurer shall be elected at the annual meeting of the Authority from among the board members of the Authority and shall hold office for one year or until their successors are elected and qualified.

Section 11. Vacancies. Should the office of any of these elected positions become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. Officer vacancies should be filled as soon as possible.

Section 12. Additional Personnel. The Authority may employ such personnel, as it deems necessary to exercise its powers, duties and functions as prescribed by the laws of the State of Wyoming applicable thereto. The selection and compensation of such personnel shall be determined by the Authority subject to the laws of the State of Wyoming. The Board has the right to enter into contractual agreements for management (in whole or in part) of the facilities. All contracts for services shall be duly approved by a majority of the Board and executed by signature of the Chairperson.

ARTICLE III-MEETINGS

Section 1. Annual Meeting. The annual meeting of the Authority shall be in February of each year or at an alternate time and place established by the board.

Section 2. Regular Meetings. Regular meetings will be held at a time and place to be established by the Board. All meetings will be held in accordance with Wyoming State Statute 16-4-403, Open public meetings law. The Board reserves the right to discuss business in an executive session for personnel, potential litigation, and property issues as allowed in Wyoming State Statute.16-4-405

Section 3. Special Meetings. The Chairperson of the Authority may, when deemed expedient, OR upon the written request of two members of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated by the request. The call for a special meeting must be communicated to each member of the Authority and publically posted at least 24 hours prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call.

Section 4. Membership. The Housing Authority Board shall consist of (five) 5 voting members per Wyoming State Statute 15-10-115 through 117. Members of the Board are nominated by the existing Board Members, recommended to the Mayor and appointed by the City Council of the City of Lander.

The term of each such member shall be 5 years, with terms to be staggered to ensure continuity. Upon completion of the first term, each term may be renewed once for a maximum of up to 2 terms served. Should a vacancy occur for any reason, immediate notice thereof shall be given to the City Clerk. The vacancy shall be filled as soon as possible and in accordance with this Section. The newly appointed member shall be assigned to serve the remainder of the unexpired term of the vacancy and then be eligible for one more full five (5)-year term.

The membership shall strive to have representatives with competent business and/or financial experience. The membership can have committees, ad hoc members, volunteers, and paid staff as necessary to carry out all the duties of the Board. In addition, the City Council may assign a staff liaison or a council liaison (or both) to the Authority.

Section 5. Order of Business. At the regular meetings of the Authority the following shall be the order of business.

1. Roll call.
2. Approval of the minutes of the previous meeting.
3. Bills and communications.
4. Facility Management reports.
5. Reports of Committees.
6. Strategic Planning: Goals & Objectives update.
7. Unfinished business.
8. New business.
9. Adjourn.

Section 6. Quorum - Manner of Voting. Three board members shall constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other purposes. No action may be taken in the absence of a quorum, except to adjourn the meeting to a subsequent date. The Authority shall conduct its meetings according to Robert's Rules of Order.

Proxy voting shall not be allowed. Telephonic and video attendance and voting may be allowed if the member attended and participated in the entire discussion of the voting matter.

The result of voting on all questions coming before the Authority shall be entered upon the minutes of such meeting.

ARTICLE IV- CONFLICT OF INTEREST

Section 1. Any member of the Authority who has a conflict of interest on any agenda item that is before the Authority shall voluntarily excuse themselves, vacate the seat, and refrain from discussing and voting on said agenda item.

ARTICLE V-AMENDMENTS

Section 1. Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three of the members of the Authority at a regular or a special meeting, but no such amendment shall be adopted unless at least 14 days written notice thereof has been previously given to all of the members of the Authority. These Bylaws and any such amendments will require the final adoption of the Lander City Council as the Board's governing body pursuant to Wyoming State Statutes.

Duly approved and adopted this 18^{h} day of February 2025

____

Chairman – Janeira Hart

____

Attest: Secretary – RaJean Strube Fossen

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Duly approved and adopted this 18h day of February 2025

Janeira Hart

Chairman – Janeira Hart

RaJean Strube Fossen

Attest: Secretary – RaJean Strube Fossen

MEMO OF UNDERSTANDING BETWEEN THE CITY OF LANDER AND THE LANDER ECONOMIC DEVELOPMENT ASSOCIATION

Dated this 11th day of March 2025, the City of Lander Wyoming (CITY) a Wyoming municipal corporation, and the Lander Economic Development Association (LEDA), a Wyoming Economic Development Organization, enter this Memo of Understanding (MOU) for economic development purposes.

Whereas LEDA has the expertise to provide economic development efforts and general area marketing, and is willing to provide those services for CITY; and,

Whereas the City Council of CITY has determined that the services of LEDA can provide an effective and efficient means for promoting economic development efforts for the community.

Whereas the original agreement of December 21, 2022, needs to be revoked and updated due to removing LEDA duties for reviewing and approving Lander Investments for Tomorrow (LIFT) application process and changes to their bylaws.

The parties agree as follows:

I. SERVICES AND RESPONSIBILITIES

CITY agrees to recognize LEDA as the primary economic development organization for the community and within the limitations and exclusions expressed elsewhere in this MOU and by statute, to communicate and coordinate CITY activity in the areas of economic development with LEDA. Representatives of LEDA and CITY shall maintain communications and meet, as needed, to discuss economic development efforts under this MOU.

LEDA may enter into joint contracts with the CITY for any mutually agreed upon project or program, but LEDA may not be the sole signatory where the project or program requires City sponsorship and/or City funding obligations.

LEDA agrees to provide the following economic and community development services for the CITY including, but not limited to:

1) Act as the primary point of contact for the following programs, as appropriate:

    a) Wyoming Business Council Grant/Loan programs
    b) Tribal Economic Development Associations and Councils
    c) Wyoming Economic Development Association (WEDA)
    d) Wyoming Rural Development (USDA)
    e) Wyoming Department of Workforce Services, including Workforce Development
    f) U.S. Economic Development Association (EDA)
    g) Other Federal Development Programs

h) Incoming business leads and referrals, in Cooperation with CITY Staff

2) soleCommunication – LEDA will provide:

a) Updates to CITY on economic development programs quarterly or as appropriate.
b) Annual financial reporting to CITY and allow the CITY, or its representative, from time to time to inspect and review LEDA's books and records related to this MOU.
c) Periodic update / promotion regarding upcoming events (Wyoming Outdoor Weekend, participation in key state or regional meetings, etc.).

d) Information on any updates to LEDA's bylaws that affect the responsibilities of this agreement.

3) City Representation on LEDA - LEDA agrees to maintain as voting members of its Board, one member of the City Council and /or City Staff member.

4) Business Support - LEDA
a) Entrepreneurial development
b) Business retention
c) Leadership training
d) New business recruiting

e) Management of any subcommittees such as WOW, Business Retention and expansion, ED subcommittees and others as appropriate.

The CITY agrees to provide the following.

1) Annual contribution of funds to LEDA as decided through the CITY's annual budget process, which begins in March of each year and is approved in June.

2) The City will allow LEDA to present a budget request utilizing funds from the WBC revenue recapture projects during the annual budget process.

3) Provide a point of contact for sharing financial information and Recommending improvements and changes to grant and loan applications.
4) City Representation on LEDA – City agrees to provide a council liaison and/or a City staff person to act as a voting member of LEDA.

II. **TERM.** This MOU shall be in force from March 11, 2025 until such time as it officially rescinded or subsequently revised in writing by either party.

III. **TERMINATION.** This MOU may be terminated by either party upon sixty (60) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party's usual place of business. Upon the effective date of termination, all duties, and responsibilities of the parties, one to the other shall cease.

IV. **CONFORMANCE WITH LAWS.** LEDA agrees to comply with all municipal, state, and federal ordinances, laws, rules, and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.

V**. GOVERNMENTAL IMMUNITY.** Nothing contained in this MOU is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the CITY to any amount or situation wherein liability would not lie, or would be limited, in the absence of this MOU.

VI. **MODIFICATION**. No modification of the terms of this MOU shall be effective unless such modification is in writing and signed and dated by the parties.

VII**. ASSIGNMENT**. This MOU is not assignable without prior written consent of the parties.

VIII. **CHOICE OF LAW.** The laws of the State of Wyoming govern this MOU.

IX. **ENTIRE AGREEMENT.** This document constitutes the entire agreement of the parties, superseding all previous agreements between CITY and LEDA.

X. **RELATIONSHIP OF PARTIES** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other, except for LEDA to represent themselves as the Economic Development Agent for the CITY. This MOU is not meant to create the expectation that LEDA is a CITY entity or that any of LEDA's Board members or employees are CITY employees.

SIGNATURES ON NEXT PAGE

MEMO OF UNDERSTANDING BETWEEN THE CITY OF LANDER AND THE LANDER ECONOMIC DEVELOPMENT ASSOCIATION

CITY OF LANDER:

BY: ______________________________ DATE:___________________

Missy White, Mayor

ATTEST: _________________________________

Rachelle Fontaine, City Clerk

LANDER ECONOMIC DEVELOPMENT ASSOCIATION:

BY: ______________________________ DATE: __________________

Stacy Hall, President

ATTEST: _________________________________

WORK ORDER 25-01
CITY OF LANDER
LANDER, WYOMING

POPO AGIE RIVER PARK ENTRANCE DEVELOPMENT PROJECT

DESIGN & BIDDING SERVICES

This Work Order shall be attached to, made a part of, and incorporated by reference into the Agreement Between Owner and Engineer for Professional Services with the City of Lander and T-O Engineers, Inc., dated September 8th, 2020.

SCOPE OF WORK

The Scope of Work dated February 6th, 2025, is attached as Exhibit A-1. This document describes the anticipated work effort and schedule in detail for design completion, permitting, and bidding for the Popo Agie River Park entrance project. This Work Order will include all the phases and their respective tasks from the attached Scope of Work.

- Phase #1 – PS&E Submittal
- Phase #2 – WDEQ Permitting
- Phase #3 – Bidding

FEES

Fees for services provided under this Work Order will be determined and billed on a Time and Materials basis as defined in the Agreement, and are as follows:

• Phase #1 – PS&E Submittal	$ 39,500.00
• Phase #2 – WDEQ Permitting	$ 19,800.00
• Phase #3 – Bidding	$ 12,100.00
Total	**$ 71,400.00**

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 25-01 to the AGREEMENT the day and year first above written.

FOR: CITY OF LANDER,

____

By: ____________________________________

Title: ____________________________________

Date: ____________________________________

FOR: ARDURRA GROUP, INC.

____

By: Wesley Werbelow, PE

Title: Cody Office Manager

Date: ____________________________________

Exhibit A-1: Scope of Work for Popo Agie River Park Entrance Development Project

Project Understanding:

Ardurra (Consultant) has fulfilled the relevant portions of the scope of work associated with Work Order #24-01 dated 5/17/2024, which include wetland delineation, topographic surveying, and civil design phases for development of the Popo Agie River Park Parking Area and roadway improvements on Jefferson Street from 1st Street to Popo Agie River Park (Project hereafter). The City of Lander (City) wishes to proceed with completion of design, preparation of a project manual, permitting, and project bidding.

Preliminary Project Schedule:

Completion of the scope of work items discussed herein is anticipated within four months of receiving the Notice to Proceed. This timeline includes approximately two months for Phase 1 Tasks, two months for Phase 2 Tasks, and one month for Phase 3 tasks.

Scope of Work:

1. **Phase 1 – Plans, Specifications, and Estimates (PS&E) Submittal**
   - 1.1. Amend construction drawings, specifications, and engineer's opinion of probable construction cost per the feedback received from City in the 90% design review meeting.
   - 1.2. Attend and participate in one virtual meeting with adjacent property owner(s) to discuss additions or modifications to the construction drawings, and implement changes in the construction drawings, specifications, and engineer's opinion of probable construction cost.
   - 1.3. Develop EJCDC front end documents that comply with the funding agency's requirements. It is anticipated that Consultant will attend one virtual meeting with the funding agency prior to drafting this document in order to understand specific requirements to be included in the front end documents.
   - 1.4. Quality Control Review – An engineer within Ardurra who is experienced in design of similar projects but is outside of the immediate project team will provide an independent quality control review of the plans, specifications, front end documents, and opinion of probable construction cost for the PS&E submittal. Any revisions will be incorporated prior to submittal to City.
   - 1.5. PS&E Review Meeting – The PS&E package will be submitted to City for Review. A virtual meeting will be held to review the drawings and discuss any final changes to be incorporated prior to Wyoming Department of Environmental Quality (WDEQ) Permitting.
2. **Phase 2 – WDEQ Permitting**
   - 2.1. Design Report – Consultant will develop a design report in compliance with Chapter 12, Section 9 of the Wyoming Water Quality Rules & Regulations. It is anticipated that City will provide a calibrated hydraulic model in order to model the potable water line improvements.
   - 2.2. WDEQ Permitting – Consultant will submit final construction drawings, specifications, and the design report to the WDEQ for a permit to construct water and sewer utilities. It is anticipated that one set of revisions to the deliverables will be required based on WDEQ's comments.
3. **Phase 3 – Bidding**
   - 3.1. Project Advertisement – Consultant will advertise the project in the Casper Star Tribune as well as host the project information on Consultant's plan share website. Advertisement will comply with Wyoming State Statute 15-1-113. Advertisement fees will be paid by City.
   - 3.2. Pre-Bid Meeting – Consultant will conduct an in-person pre-bid meeting and site visit with interested bidders.
   - 3.3. Bidding Support – Consultant will answer any questions regarding the project from bidders and issue addenda, if necessary.

3.4. Bid Opening – Consultant will conduct an in-person bid opening, review bid results for compliance with the contract documents, develop a bid tabulation (if more than one bid is received), and provide a recommendation of award letter to City.

Assumptions/Exclusions:
This scope of work was created with the following assumptions. If it is determined that one or more of these assumptions are incorrect, an amended scope of work will be provided.

- PS&E review by City is anticipated to be concurrent with all other City agencies.
- Right-of-way acquisition or preparation of easements are excluded.
- Design of any dry utilities is not included in the project. Consultant will show utilities to be relocated if this information is provided to us by the utility. Relocated utilities will be depicted horizontally only and no additional plan and profile sheets will be developed.
- Hydrologic and hydraulic storm sewer modelling beyond simple runs of storm sewer or culverts is excluded.
- City will provide a calibrated hydraulic model to Consultant to model the proposed water line.
- Drainage permitting and reporting is excluded.
- City currently has on file, or will acquire, video inspection footage or inspection report of the existing sewer main within the project limits on Jefferson Street.
- Preparation of a SWPPP, grading permit, or any other permits required will be the responsibility of the contractor.
- Geotechnical investigation is excluded.
- Utility potholing or use of a specialized utility location service is not anticipated.
- It is assumed that no cultural resources are present at the project site and a cultural resources survey will not be required.
- Construction administration is not included in this Scope of Work.
- It is assumed that electronic files for all deliverables will be acceptable.
- Any services, products, or professional responsibility not specifically described in the scope items discussed are excluded.

Fee:

The table below includes a breakdown of the fees for each phase listed. All work will be performed on a time and expense basis. This price summary is guaranteed for a period of 90 days.

	Phase	Fee
1.0	PS&E Submittal	$39,500.00
2.0	WDEQ Permitting	$19,800.00
3.0	Bidding	$12,100.00
	TOTAL ENGINEERING FEES	**$71,400.00**

307 Shredding LLC.
Confidential Document Destruction Agreement

This Confidential Document Destruction Agreement ("Agreement") is entered into as of this ___, day of _____________, 20____("Effective Date") by and between ***307 Shredding LLC.*** having a place of business at ***156 Hoot Owl Road, Riverton WY. 82501*** ("Company") and
____________________________(Customer's Name), having a place of business at
______________________________, __________, ___, ________("Customer").

1. SERVICES

1.1 Services to be furnished. Company will provide the services for the secure destruction of records ("Services") described on Amendment A attached hereto and made a part hereof. Company will furnish a Certificate of Destruction to Customer, upon request by Customer. The Services may, at Customer's option and as indicated on Amendment A, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give Company from time to time. Customer may also request custom Services not set forth on Amendment A, in which case Company will consult with Customer as to the terms and conditions of the Services requested.

1.2 Services to Affiliates and Subsidiaries. Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services shall be directed to and be payable by such affiliate or subsidiary.

1.3 Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further said that third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer and make Customer aware of any use of any subcontractor, including their identity.

2. RESPONSIBILITIES

2.1 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

2.2 Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.

2.3 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.

2.4 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.

2.5 Performance of Services. All Services performed by Company will be in a professional manner in accordance with NAID standards and practices.

2.6 Material Descriptions: Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fess at the request of the Customer.

3. FEES AND PAYMENTS

3.1 All standard charges for Services under this Agreement shall be as specified on Amendment A. The prices set forth in Amendment A shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days' prior written notice. For any service requested by Customer that is not listed on Amendment A, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear interest at the rate of one and one-quarter per cent (1.25%) per month.

4. CONFIDENTIALITY

4.1 "Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company's reasonable costs for such compliance.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 5.2 or unless otherwise specified in Amendment A, shall continue in effect for one year.

5.2 Termination. Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within thirty (30) days after written notice from the non-breaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company bins and other property kept at Customer's site, and Company shall have no obligation to provide further Services to Customer.

6. CLAIMS AND DISPUTE RESOLUTION

6.1 Time for Presenting Claims. Customer must present any claim with respect to any Service in writing to Company within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.

6.2 Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.

7. LIABILITY AND WARRANTY

7.1 Limitation of Liability. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

7.2 Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder.

8. MISCELLANEOUS

8.1 Notices. All notices hereunder shall be in writing and may be sent via email or to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its General Manager.

8.2 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8.3 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

8.4 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.

8.6 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

Customer:	*Company:*
____________________ Customer's Name	307 Shredding LLC.
by: ____________________	by: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________

State of ____________________

County Of____________________

This instrument was acknowledged before me on ____________________
Date

BY____
Name(s) of person(s)

____
Signature of Notary Public

Amendment A

Specific services to be furnished to the company listed in the Confidential Document Destruction Agreement are as follows.

1. Provider agrees to provide onsite document destruction services to the company for the agreed rate of $75.00 per 64G bin for recurring service and $75.00 per bin for purge service(10 bin minimum), plus any applicable State sales tax. No other fees or charges will be added without prior coordination and consent of the company as described in section 3 of the agreement.
2. The company/provider agrees to ensure foreign persons, as defined in 22 CFR 120.16, will not have access to media provided for destruction
3. Company agrees that all the equipment provided to them is property of the provider and will release/return any unused or excess equipment upon request.

Customer:

____

Customer's Name

Sign: ______________________________

Print: ______________________________

Title: ______________________________

Company:

307 Shredding LLC.

by: ______________________________

Name: ______________________________

Title: ______________________________

Billing Address:______________________

____

Physical Address:______________________

____

Billing Email & Phone:__________________

____

Customer Location Email and Phone:_______

____

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

No. 3080

Section 11, ItemG.

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: NW¼NW¼ Sec. 17, S½S½SE¼ Section 8, and S½SW¼SW¼, 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 form the North ¼ 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** February **A.D. 19** 84.

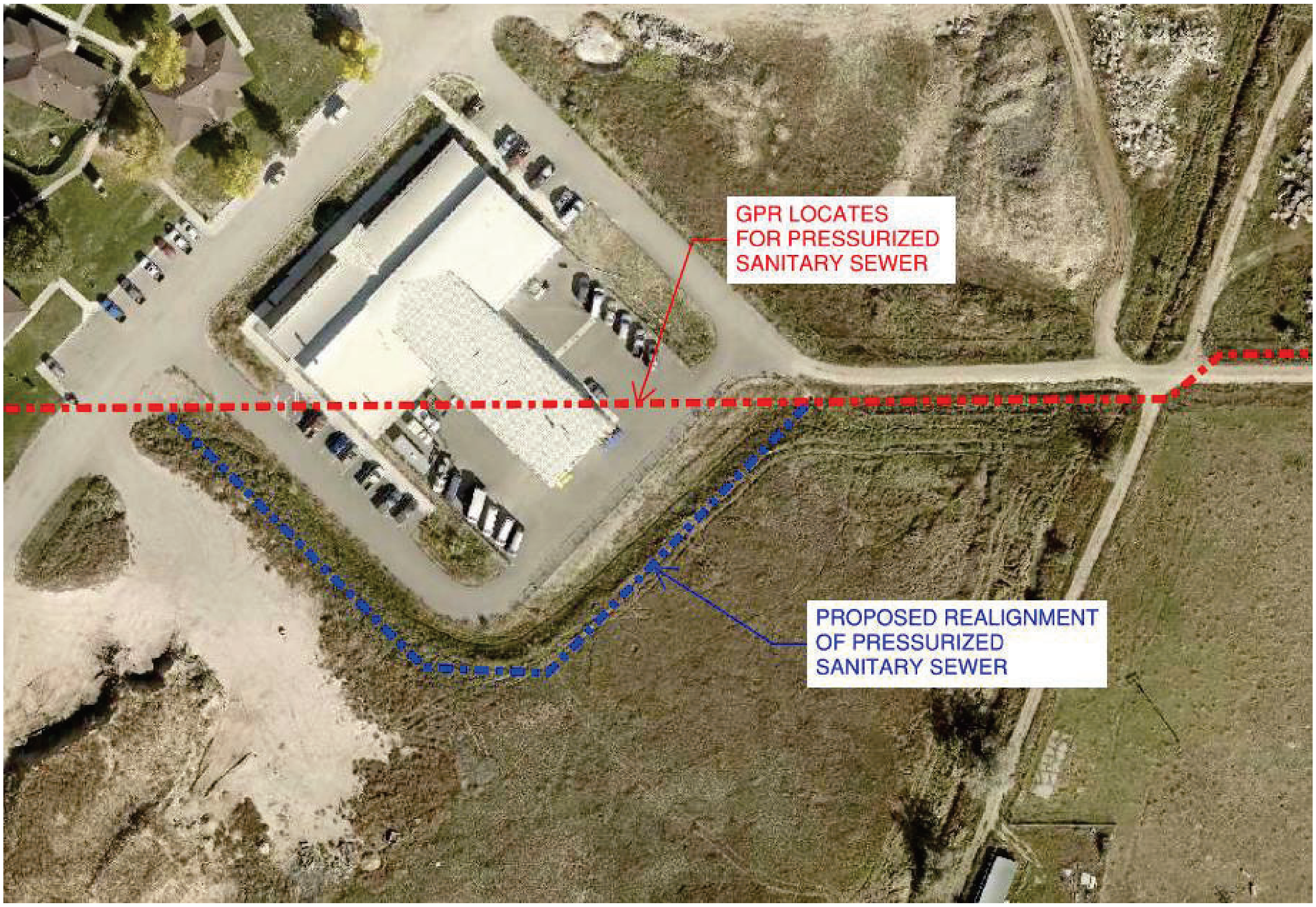
Countersigned:

Acting Deputy **Commissioner of Public Lands, Secretary** | **Governor, President Board of Land Commissioners**

(SEAL)

Examined 2/2/84

Pressurized Sanitary Sewer Main Proposed Map



EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	City of Lander	Owner's Contract No.:	
Contractor:	Alexander Excavation, Inc.	Contractor's Project No.:	
Engineer:	Terry Zenk, Apex Engineering	Engineer's Project No.:	
Project:	Bishop Randall water and paving improvements	Contract Name:	
		Effective Date of Contract:	Oct 29, 2025

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____March 12_________________, 20_25_]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is ____July 1, 2025____________, and the date of readiness for final payment is_August 11, 2025__]

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

Submittals will be emailed to and tzenk@apexsurveying.com with a copy to rsfossen@landerwyoming.org

Owner:	City of Lander
	Authorized Signature
By:	Missy White
Title:	Mayor
Date Issued:	March 11, 2025

Copy: Engineer

Holthouse Appraisal Group

139 West Second Street, Suite 3E
Casper, Wyoming 82601
Phone Number - 307-265-7608
www.holthousecompanies.com

APPRAISAL ENGAGEMENT LETTER

DATE OF AGREEMENT: JANUARY 27TH, 2025

PARTIES TO AGREEMENT:

Client:
Mr. Monte Richardson, Mayor
City of Lander, Wyoming
240 Lincoln Street
Lander, WY 82520
Contact: Rajean Strube Fossen, Assistant Mayor
Office – (307) 332-2870 # 2
Cell – (307) 709-0346
E-Mail – rsfossen@landerwyoming.org

Appraisers:
Mr. John "Colter" King
Holthouse Appraisal Group
139 West Second Street, Suite 3E
Casper, Wyoming 82601
Office – (307) 265-7908
Cell – (307) 272-7608
E-Mail – colterkingapp@gmail.com

Client hereby engages appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

1. A Tract in the SW/4SW/4 of Section 8, Township 33 North, Range 99 West of the 6th P.M., Fremont County, Wyoming. Approximately 3.15 acres.

PROPERTY TYPE

1. Vacant Land

INTEREST VALUED

1. Fee Simple

CLIENT

Monte Richardson, Mayor of the City of Lander, Wyoming

INTENDED USERS

1. Mayor Monte Richardson, City of Lander, State of Wyoming.

Note: No other users are intended by appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

To assist the Client(s) in establishing the fair market value of the subject properties for the purposes of a possible sale/purchase.

Note: No other use is intended by appraiser. The intended use as stated shall be used by appraiser in determining the appropriate Scope of Work for the assignment.

TYPE OF VALUE

Market Value – As defined in the Uniform Appraisal Standards for Federal Land Acquisitions 2016 (Yellow Book), Section 1.2.4.

DATE OF VALUE
Date of Inspection

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS
None anticipated

Note: Appraisers shall use all hypothetical conditions and/or extraordinary assumptions necessary to develop a reasonable and credible opinion of value.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)
Uniform Appraisal Standards For Federal Land Acquisitions – Yellow Book

ANTICIPATED SCOPE OF WORK
Site visit:
Site inspection and interior/exterior inspection of the structural improvements.

Valuation approaches:
Sales Approach to Value and those additional approaches deemed necessary by the appraiser.

Note: Appraiser shall use all approaches necessary to develop a reasonable and credible opinion of value.

APPRAISAL REPORT
Report Option:
Appraisal Report

Form or Format:
Narrative Reports – Separate Assignments

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE
Provided by the Client or Client's contact.

IMPROVEMENTS
1. Mobile Homes (Personal Property)

PROPERTIES UNDER CONTRACT FOR SALE
1. No contract delivered to appraiser at the time of engagement letter.

CLIENT OBLIGATIONS
1. The Client shall provide the appraiser with the following prior to inspection:
    a. Provide contact person to answer appraiser's questions in a timely fashion and current phone number.
    b. Purchase price and associated documentation to confirm any sales of the subject within the previous 10 years.
    c. Environmental Reports, if available.
    d. Detailed information concerning the any negotiations for purchase, copy of purchase agreement, and/or details for any like-kind swap. Proposed terms, written if available.
    e. Additional data in order to complete the appraisal reports per UASFFLA, i.e., Yellow Book Standards, if requested by the appraiser(s).
2. Timely Payment of the Appraisal Fee
    a. The appraisal fee shall be $5,000 with a 0% retainer ($0.00) due and payable upon the execution of this Agreement.

b. The balance of the appraisal fee ($5,000) is due and payable upon receipt of the appraisal report. If not paid within 30 days from receipt a 10% penalty will be assessed plus 21% per annum of the unpaid balance until paid.
c. Cancellation fee shall be equal to 50% of each total appraisal fee.

DELIVERY DATE

Anticipated completion date is **60 days** from the execution of this Agreement or **March 31st, 2025** whichever is latest, subject to the timely receipt of information requested by the appraiser, with an automatic **0** day extension at the discretion of the appraiser. Delivery date is subject to the timely receipt of information requested by the appraiser, weather conditions, and access to the subject properties. Date of execution is determined as the date a signed Agreement is stamped received by Holthouse Appraisal Group.

TIME IS OF THE ESSENCE

Hereof, and any party who fails to tender any payment or perform any other condition hereof as herein provided, shall be in default of this Agreement. In the event of default, the non-defaulting party may elect to either treat this Agreement as breached and recover such damages as may be proper, or may treat this Agreement being in full force and effect and require specific performance of the items hereof. In the event that any party shall become in default or breach of any of the terms of this Agreement, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Agreement with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

DELIVERY METHOD

Electronic

NUMBER OF COPIES

Electronic

WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE

Appraiser's obligations pursuant to this Agreement are complete when the Appraisal Report in the form specified in this Agreement is delivered to Client pursuant to this Agreement. Appraiser agrees to be responsive to Client's legitimate inquiries regarding the contents of the report after delivery.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report, or disclose the results of the appraisal prepared in accordance with this Agreement, to any party other than the Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by appraiser as set forth in this Agreement. Unless otherwise specified herein, appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by appraiser not set forth in this Agreement will be performed in addition to the above stated appraisal fee at the following rate: Preparation time will be billed at $125.00/hour; secretarial services necessary in preparation for court or deposition will be billed at $100.00/hour; deposition or court time will be billed at $200.00/hour, or in a separate agreement.

Testimony at Court or Other Proceedings
Unless otherwise stated in this Agreement, Client agrees that appraiser's assignment pursuant to this Agreement shall not include appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. These fees shall be billed as follows: Preparation time will be billed at $125.00/hour; secretarial services necessary in preparation for court or deposition will be billed at $100.00/hour; deposition or court time will be billed at $200.00/hour with a minimum of $850 per day plus costs if outside Natrona County, Wyoming.

Changes to Agreement
Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

Cancellation
Client may cancel this Agreement at any time prior to appraiser's delivery of the Appraisal Report upon written notification to appraiser. Client shall pay appraiser for work completed on assignment prior to appraiser's receipt of written cancellation notice, unless otherwise agreed upon by appraiser and Client in writing.

Governing Law and Jurisdiction
This Agreement shall be governed by the law of the state in which appraiser's office, as specified in this Agreement, is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

Appraiser independence
Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

Notices
Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

No Third-Party Beneficiaries
Nothing in this Agreement shall create a contractual relationship between appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

Ownership of Work Product
The possession of the Appraisal Report, or any copy or portion thereof, by Client or any third party does not include or confer any rights of publication or redistribution of the Appraisal Report other than to such persons or entities identified in this Agreement who shall be advised in writing of appraiser's rights under this Agreement prior to their receipt of the Appraisal Report. All rights, title and interest in (1) any data gathered by appraiser in the course of preparing the Appraisal Report (excluding any data furnished by or on behalf of Client) and (2) the content of the

Appraisal Report prepared pursuant to this Agreement shall be vested in appraiser. Subject to the foregoing, Client shall have the right to possess a copy of the Appraisal Report and to disclose the report to Client's attorneys, accountants or other professional advisors in the course of Client's business affairs relating to the property that is the object of the Appraisal Report, provided that such attorneys, accountants or advisors are advised in writing of appraiser's rights under this Agreement prior to receipt of such Appraisal Report.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in which appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to appraiser pursuant to this Agreement.

ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged appraiser, nor will Client use appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and appraiser. This Agreement includes the following Appendices, which are incorporated into, and made a part of this Agreement:

- Appendix "A" - Identification of the Subject Property

- Assessor's Datasheet for Subject Property

➢ *If any of this information is found to be incorrect or incomplete the appraiser reserves the right to renegotiate appraisal fees, delivery dates, or other terms as necessary for the completion of this assignment.*

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both appraiser and Client within 10 days of the Date of this Agreement.

By Appraiser:	**By Client:**
Signature	**Signature**
JOHN C. (COLTER) KING **CERTIFIED GENERAL APPRAISER, AP-1556**	**MONTE RICHARDSON, MAYOR** **CITY OF LANDER, WYOMING**
January 27th, 2025	
Date	**Date**

APPENDIX "A"

Identification of the Subject Property

Parcels 1+2 = 32,919 sq.ft

1 Parcel(s) Zoom to parcel(s)

- Parcel: 33990830005100
- Account#: R0006059 Property Detail
- Tax ID: 0000000000006010 Property Taxes
- Owner: RHODEN WESLEY
- Mail Addr: PO BOX 315
- Mail Addr: SPEARFISH, SD 57783
- Deed: 1402971 (05/252018)
- Location: TWP 33N RNG 099W SEC 08 TR IN SWSW WD 2018-1402971
- Tax Classification: Commercial
- 3.15 acres

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

Lat / Lon N: 42.84067°, W: 108.72340°
NAD83 UTM Zone 12 X: 686044, Y: 4745636
NAD83 Wyoming West Central USft N: 852870, E: 1975634

100 ft

2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1st of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and cITY OF lANDER - HUNT FIELD AIRPORT ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web- based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. **Terms of Payment.**

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. **Taxes.**

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. **Minimum Technical Specifications.**

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. **Scope and Limitations.**

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. **Confidential Information.**

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. Cardholder and Transaction Information.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:	**Address for Notice:**
QTPOD, LLC 2605 Trade Centre Ave., Ste. B Longmont, CO 80503	240 LINCOLN ST LANDER WY 82520
Attention: ________________	**Attention:** HUNTER ROSENBERRY
Email: ____________________	**Email:** HROSENBERRY@LANDERWYOMING.ORG

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement**. Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only be a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC	CITY OF LANDER/HUNT FIELD
By:____________________	By: ____________________
Name:____________________	Name: JENNIFER WHITE
Title:____________________	Title: MAYOR

Exhibit 1
Fees

1. Fee Plans

The following Fee Plans are available. Please select one.

☐ **Base Plan—$1195 per unit, per year, $4780 for five years if prepaid**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates

☐ **Premium Plan—$1,995 per unit, per year (Post-Warranty)**
Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option

☑ The Services may be accessed through a cellular plan established by QTPOD at a cost of $480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (**"Uptime Percentage"**). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, **"Downtime"** includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer's applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).