

CITY OF LANDER SPECIAL REGULAR COUNCIL MEETING AGENDA
TUESDAY DECEMBER 20, 2022, 6:00 p.m.
CITY COUNCIL CHAMBERS, 240 LINCOLN STREET

1. Pledge of Allegiance
2. Call to Order
3. Approval of Agenda
4. Staff & Council Updates
5. Oral Comments
Amy McClure irrigation ditch concerns
6. New Business
 - A. Authorize May to sign an easement abandonment for Gannet Peak Subdivision Phase One lots 3-11 and subsequent re-plats
 - B. Authorize mayor to sign Groathouse Construction Inc. Change Order No 05 for the Maven Outdoor Equipment Company Headquarters Project increasing the contract time by 49 days.
 - C. Approve MOU with LEDA
7. Adjournment.

CITY OF LANDER SPECIAL WORK SESSION MEETING AGENDA
TUESDAY DECEMBER 20, 2022, CITY COUNCIL CHAMBERS
Immediately following special Regular Council meeting

1. LOTRA Lease and Request for waiving Rodeo ground fee discussions
2. Commercial Air Service minimum revenue guarantee discussion

Join Zoom Meeting

<https://us06web.zoom.us/j/85935249841?pwd=Q3l2cmV1YjJ4N3hjWXFrZzRRSy80Zz09> Meeting

ID: 859 3524 9841 Passcode: 199607

Upcoming Council Meetings:

Regular Meetings:

6:00 p.m. Tuesday January 10, 2023-Council Chambers
6:00 p.m. Tuesday February 14, 2023-Council Chambers
6:00 p.m. Tuesday March 14, 2023-Council Chambers
6:00 p.m. Tuesday April 11, 2023-Council Chambers
6:00 p.m. Tuesday May 9, 2023-Council Chambers

Work Sessions:

6:00 p.m. Tuesday January 24, 2023-Council Chambers
6:00 p.m. Tuesday February 28, 2023-Council Chambers
6:00 p.m. Tuesday March 28, 2023-Council Chambers

All meetings are subject to cancellation or change

DEED OF ABANDONMENT

THIS DEED OF ABANDONMENT AND RELEASE OF EASEMENT made this _____ day of _____, 2022, between City of Lander, a body corporate and politic of the State of Wyoming ("City"), Grantor, and the owners of the Lots described herein ("Property Owners"), Grantees;

WHEREAS, the City was given certain rights under an EASEMENT FOR WATERLINE in order to create a waterline through the duly recorded plat for the described property dated May 19, 2014, as document number 2014-1371639 in the Office of the County Clerk and Ex-Officio Register of Deeds of Fremont County, Wyoming, including all subsequent replats of said property; and

WHEREAS, Wyoming State Statute provides that the City may Dedicate, convey or lease any of its interest in any property, and the City Public Works Department has determined that the conditions there are valid reasons for the abandonment of a portion of the specific easement;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the City abandons, releases, grants, and reconveys to the current Property Owners, their successors, and assigns, in perpetuity, that part of the Easement described as follows ("Property"):

The Northern 10 feet of the above referenced easement through Lots Five (5) through Ten (10) of Gannett Peak Estates, Phase I, Final Plat, To the city of Lander, Fremont County, Wyoming, as Contained in Plat Recorded May 19, 2014, in Plat Cabinet 8, Page 111, in the Office of the county Clerk and Ex-Officio Register of Deeds of Fremont County, Wyoming;

TO HAVE AND TO HOLD unto the Property Owners, their successors and assigns, all for the purpose and intent that the estate, interest,

easements and servitudes created under the Easement are terminated, extinguished, and no longer in force and effected, as to the Property. The terms of the Easement affecting the property are hereby extinguished and the Easement is abandoned as to the Property.

AS WITNESS the due execution hereof by the parties hereto.

ATTEST

CITY OF LANDER

Rachelle Fontaine, City Clerk

Monte Richardson, Mayor

State of Wyoming)
) ss.
County of Fremont)

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known to be the _____ of the City of Lander, Wyoming that executed the within and foregoing instrument; who, duly sworn, on oath did say that he is the _____ that executed the foregoing instrument; that said instrument was signed on behalf of said City; and he acknowledged said instrument to be the free act and deed of said City for the uses and purposes therein mentioned.

Notary Public

My Commission Expires: _____

FINAL PLAY

FREMONT COUNTY, WYOMING

[illegible]

- GENERAL NOTES:
1. PROPERTY ZONED R-2 AS ARE
ADJACENT PROPERTIES
2. STREETS 60' IN WIDTH
3. FRONT TO EDGE OF PAVEMENT
28'
REAR LESSER OF 20' OR 20%
OF DEPTH
4. SLOES 10%
SIDE YARD ON FLANKING
STREET FOR CORNER LOTS 20'
5. 20' WETRINE, ESENTIAL
ADJACENT AND NORTH OF SOU
PROPERTY BOUNDARY AS
RECORDED #2009-1283536
6. SUBDIVISION:
THE CANNETT GROUP, INC.
STEVE PALMER, PRESIDENT
PO BOX 569
LAUDER, WY 82420

LEGEND:

- O FOUND 1-1/2" ALUMINUM
 CAP SET ON 5/8" REBAR
 FOUND 1-1/2" ALUMINUM
 CAP SET ON 5/8" REBAR
 FOUND 1" BRASS CAP
 BRASS BOUNDARY LINE
 WROTE FROM MOUND
 SET 2-1/2" ALUMINUM CAP
 ON 5/8" REBAR THIS STREET
 CORNERS TO BE SET
 5/8" REBAR - NO
 SLEIGHBONE BOUNDARY
 FOUND
 BLIND SETBACKS
 CULVERTS
 EDGE OF EXISTING ASPHALT
 BOUNDARY CORNER NUMBER NINE
 EXISTING LINES

CERTIFICATE OF RECEIVED AND SUBMISSION AS FOLLOWS:

[illegible]

DOWL HKM

| | |
|----------|--------|
| PROJECT | 942228 |
| DATE | 07/22 |
| DESIGNED | |
| DRAWN | |
| APPROVED | |
| SHEET | |

The Post and Times reported in the Office of the County Clerk
 on 4/11/1904, Essex Co., N.Y. that the
 following was the result of the
 election held on 4/11/1904.
 Document # 2014-13716339

John A. Foster
 County Clerk
 2014-13716339

Now 10.
instead
of 20.

OFFICE OF ATTORNEY AT THE PLANNING COMMISSION AS FOLLOWING:
This Map Adopted 21st May City of Sydney Planning & Zoning Commission on 25th May 2013
Date: _____
Signature: _____
Name: _____
Title: _____
Address: _____
City: _____
State: _____
Postcode: _____

DECLARATION OF INTEREST AND AFFIDAVIT BY THE CITY COUNCIL OF THE CITY OF ANNE ARBOR
 Approved by the City Council of the City of Annapolis, Maryland, on July 10, 2013
 Mayor John P. Cryer
 City Clerk [Signature]

PROJECT 5222.25
 DATE 07/22
 DESIGNED
 DRAWN
 APPROVED
 SHEET



CHANGE ORDER

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

CHANGE ORDER NO. 05

DATE: December 13, 2022

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

CONTRACT DATE: January 5, 2022

THE CONTRACT IS CHANGED AS FOLLOWS:

Adjustment of Contract time as proposed in CCD 02.

| | |
|---|-------------------|
| The Original Contract Sum was | \$6,038,592.00 |
| Net change by previously authorized Change Orders | \$115,423.00 |
| The Contract Sum prior to this Change Order was | \$6,154,015.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$0.00 |
| The new Contract Sum including this Change Order | \$6,154,015.00 |
| The Contract Time will be increased by | 49 days |
| The Date of Substantial Completion as of the date of this Change Order is | February 18, 2023 |

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

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

Digitally signed by
Jeff Bond
Date: 2022.12.13
16:00:14 -07'00'

Hein|Bond Architects

Groathouse Construction Inc.

Cade
Maestas
Digitally signed by
Cade Maestas
Date: 2022.12.13
16:09:45 -07'00'

Maven

City of Lander

Jeff Bond
BY

Fred Bronnenberg
BY

Cade Maestas
BY

Monte Richardson
BY

Date

Date

Date

Date

end of document



AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)*
Maven Outdoor Equipment Company
Headquarters
Lander, Wyoming

CONTRACT INFORMATION:
Contract For: General Construction

Date: 1/5/2022

CCD INFORMATION:
Directive Number: 002

Date: 12/13/2022

OWNER: *(name and address)*
City of Lander

ARCHITECT: *(name and address)*
Hein|Bond Architects

CONTRACTOR: *(name and address)*
Groathouse Construction

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Contract is being extended 49 calendar days for work directed in Proposal Request 01 - Existing Grade/Elevation Changes (3/17/2022). The costs requested in association with the additional 49 calendar days will be tracked within the Contractor's accounting software specifically from January 1, 2023 to February 18, 2023 (New date of Substantial Completion). Specific job costing categories (attached) were previously provided as proposed extended costs, the same categories will apply in calculating the actual costs for the 49 days, with the exception of Safety Manager, which is removed through previous agreements. Actual costs will be presented as incurred, with a monthly update provided early February as January billings are received.

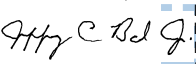
PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☐ Lump Sum decrease of \$0.00
 - ☐ Unit Price of \$ _____ per _____
 - ☒ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
Actual cost of the general requirement expenses for the categories attached from the period of January 1, 2023 through February 18, 2023.
 - ☐ As follows:
- The Contract Time is proposed to be adjusted. The proposed adjustment is an increase of 49 calendar days. The Corresponding new Date of Substantial Completion is February 18, 2023. This does not include any subsequent Changes to the work that may authorize adjustments to the Contract Time.

NOTE: *The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.*

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the changes described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Hein|Bond Architects
ARCHITECT *(Firm name)*

Digitally signed by Jeff Bond
Date: 2022.12.13
16:00:29-07'00'

City of Lander
OWNER *(Firm name)*

Groathouse Construction
CONTRACTOR *(Firm name)*

SIGNATURE
Jeff Bond
PRINTED NAME AND TITLE

SIGNATURE
Monte Richardson
PRINTED NAME AND TITLE

SIGNATURE
Fred Bronnenberg
PRINTED NAME AND TITLE

DATE

DATE

DATE

Maven Extended Overhead General Requirement Categories

| Job Cost Category | Description | Project Daily Cost | Actual Daily Cost |
|-------------------|--------------------------------|--------------------|-------------------|
| 1111 | Project Management | \$565.00 | |
| 1346 | Safety Manager | \$70.00 | \$0.00 |
| 1370 | Weather Protection | \$199.00 | |
| 1510 | Temporary Utilities | \$37.00 | |
| 1516 | Cellular/Office Phone/Internet | \$8.00 | |
| 1518 | Sanitary Facilities | \$24.00 | |
| 1520 | Office Trailer | \$22.00 | |
| 1525 | Temporary Fence | \$45.00 | |
| 1530 | Office Supplies/Equipment | \$25.00 | |
| 1550 | Project Management Fuel | \$20.00 | |
| 1553 | Project Lodging | \$67.00 | |
| 1580 | Erosion Control | \$18.00 | |
| 1600 | Project Management Vehicle | \$30.00 | |
| | | <hr/> | |
| | | \$1,130.00 | |



CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: 2106 - Maven Headquarters

Date: 30-Mar-22

Change Order Proposal NO: 01B

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 01 - Existing Grade/Elevation Changes

| RESP | BP | DESCRIPTION | QUANTITY | UNIT | UNIT COST | LABOR | MATERIAL | SUBCONTRACT | OTHER | ADD | DEDUCT |
|------------|------|-------------------|----------|------|-----------|-------|----------|-------------|--------|--------|--------|
| GC | BP00 | Extended Overhead | 49 | Day | 1,130 | | | | 55,370 | 55,370 | |
| SUBTOTALS: | | | | | | | | | | 55,370 | 55,370 |

Adjust to actual cost.

NOTES: This COP is the result of changes illustrated in PR 01 for the changes in Grades.

1. This Change will add 49 Days to the Project. Project was to start on February 14, 2022 new Start Date is April 4, 2022 new Completion date is February 14, 2023 not including Landscaping.
2. Per the revised Schedule. Landscaping will not be completed until spring 2023. Costs per day for Groathouse to be on site and supervise the work will be as paid on a time and material basis not to exceed \$562.00 per day.
3. Groathouse assumes these costs will be approved at the City Council meeting on April 12, 2022 but is proceeding to save time.

| | | |
|-------------------------|----|--------|
| ADD SUBTOTAL | \$ | 55,370 |
| DEDUCT SUBTOTAL | \$ | - |
| SUBTOTAL | \$ | 55,370 |
| INSURANCE/BOND (1.375%) | \$ | 761 |
| OH/PROFIT (10%) | \$ | 5,537 |
| TOTAL COST | \$ | 61,668 |

Wrong Date, 49 calendar Days from Dec 31, 2022 is February 18, 2023.

ACCEPTED:

Groathouse Construction, Inc.: _____ DATE: _____

Owner: _____ DATE: _____

Architect/Engineer: _____ DATE: _____

Revisions from Lander City Council Nov. 22, 2022
MEMO OF UNDERSTANDING BETWEEN THE CITY OF LANDER AND THE
LANDER ECONOMIC DEVELOPMENT ASSOCIATION

The City of Lander Wyoming (CITY) a Wyoming municipal corporation, and the Lander Economic Development Association (LEDA), a Wyoming Economic Development Organization and 501(c)6, enter this Memo of Understanding (MOU) for economic development (ED) 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.

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

- 1) Initiate and Act as the first point of contact for the following ED programs and agencies, as appropriate:
 - a) Wyoming Business Council
 - 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

LEDA may enter into joint contracts with the City of Lander but may not be the sole signatory where the program or entity requires City sponsorship and/or City funding.

- 2) Communication – LEDA will provide:

- a) Updates to CITY on economic development programs quarterly 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) Any updates to LEDA Bylaws.
- 3) City Representation on LEDA - LEDA agrees to appoint and maintain as voting members of its Board, one member of the City Council or City Staff member.
- 4) Business Support provided by LEDA
- a) Entrepreneurial development
 - b) Business retention
 - c) Leadership training
 - d) New business recruiting
 - e) Management of any subcommittees such as LIFT, WOW and others as appropriate.

The City shall provide the following:

- a) 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;
- b) The City will allow LEDA to present a budget request in excess of the WBC revenue recapture during the annual budget process.

- 5) Recommend improvements and changes to grant and loan programs

II. **TERM.** This MOU shall be in force from January 1, 2023 for a period of 4 years and reviewed annually thereafter.

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. LEDA and the City Council agree to review this MOU every 4 years.

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.

DATE: _____, 2022

CITY OF LANDER:

BY: _____
Mayor

ATTEST: _____

LANDER ECONOMIC DEVELOPMENT ASSOCIATION:

BY: _____
President

ATTEST: _____

LOTRA
PO Box 632
Lander, WY 82520

November 20, 2022

Dear Mayor Richardson, Rajeon and John,

When LOTRA sent our proposed MOU agreement on October 18, we requested an extension of the last lease we had with the City, until March 31, 2023, with a few amendments. We proposed to pay a pro-rated land lease of \$500 for 2022, and \$1000 for 2023. This was an intentional short-term solution, to address the concerns the city has with liability as we are currently operating without a signed contract. The March 2023 timeframe for an interim lease would give us time to address several issues.

The main issue LOTRA has with the City's 4-year counter proposal dated November 10 is that, as a not-for-profit entity, LOTRA has to consider the economic hardship that the city is placing on our volunteer organization by requiring that LOTRA pay BOTH the 10% ticket sales for the Pioneer Days Rodeo, AND the huge fee increase in the lease of the land on which the indoor arena stands. LOTRA already paid the city \$5,134 its 10% of the ticket sales from the 2022 rodeo. In past years we only paid the city to rent the outdoor arena, at \$300 per day for a total of \$600, for the 2-day July 3 & 4 Pioneer Days Rodeo.

Now, in addition to this new 10% ticket sales gate fee requirement, the city is asking that we increase the lease fee for the land on which LOTRA's building stands from \$100 in the past to \$2000 per year in 2023, with a \$500/year increase through 2027. This means that at the end of this contract, LOTRA will be paying \$4000 for the lease, plus the 10% ticket sales fee.

The financial impact of these TWO requirements is not sustainable for our organization in the foreseeable future. This is why we cannot sign your counter proposal lease agreement dated November 10 at this time.

There are two actions that we see are needed to move forward.

1. LOTRA will plan to meet with the Lander City Council to discuss the 10% ticket sales fees. We believe the 10% is not a fair percentage as it is placed on ticket sales, not net income. What is important to LOTRA is what the net income from the rodeo brings to our organization. Costs to put on a rodeo are pre-determined, but ticket sales are variable based on attendance due to weather, the day of the week that July 4th falls on, pandemics, etc. We believe the required gate fee to the City should be less than 10%, and that the percentage should be based on net income, not on ticket sales. If LOTRA can't generate the net income from putting on the July 3 & 4 rodeo that's needed to run the indoor barn year-round, then the LOTRA Board will have to come up with a different source of income to keep an indoor barn running.

2. Because signing the land lease MOU is partially dependent on the outcome of this meeting with City Council, and its annual financial impact on LOTRA, we are suggesting that the City sign the

Interim Lease Agreement that LOTRA proposed to extend our contract to March 2023 to resolve the city's concerns about liability, and then continue to discuss a fair annual lease price for a 4-5 year period. LOTRA is still looking for a mutually beneficial MOU that recognizes the benefits our non-profit organization provides to the City and its citizens. But we feel the City's counter proposal of November 10 does not take into account the fact that LOTRA has invested over \$58,000 of its funds and grants over the past decade to improve the city's outdoor arena. In fairness, we have asked the City staff to provide us a list of services and costs that the city maintenance crew has provided to LOTRA. We have not seen that list that outlines the services that the City gives back to LOTRA. We believe that information will be helpful for future negotiations.

In good faith, we have again included our proposed Interim Lease Agreement that could be in effect through March 2023, which would give us all time to figure out how to proceed into the future.

We will be scheduling a time to meet with the Lander City Council. Please let us know how you would like to proceed with an Interim Lease Agreement.

A handwritten signature in cursive script that reads "Paula McCormick".

Paula McCormick, LOTRA President

| Rodeo Ground Master Plan | | | |
|---|----------|-----------|---------------------|
| ITEM | QUANTITY | UNITS | UNIT PRICE COST LOW |
| Restroom Facility and Concession | 1 | BLD | \$ 350,000.00 |
| Concession Stand | 4 | BLD | \$ 30,000.00 |
| Exterior Track Fence | 2990 | LF | \$ 30.00 |
| Interior Track Fence | 2640 | LF | \$ 30.00 |
| Campground | 15 | SPACES | \$ 15,000.00 |
| Additional Seating | 1000 | Seats | \$ 100.00 |
| Covering Bleachers | 2 | Coverings | \$ 100,000.00 |
| Professional Sound System | 1 | System | \$ 30,000.00 |
| Sprinkler System Around Fence | 1 | System | \$ 15,000.00 |
| Sewer System Improvements | 250 | LF | \$ 100.00 |
| Water System Improvements | 450 | LF | \$ 100.00 |
| Buying Panels | 23 | Panels | \$ 1,000.00 |
| Building Fence | 460 | LF | \$ 60.00 |
| Electrical Supply Project | 1 | Project | \$ 30,000.00 |
| LED Lighting Upgrade | 1 | System | \$ 21,000.00 |
| Facility Yearly Maintenance | 1 | Year | \$ 15,000.00 |
| Depreciation | 1 | Year | \$ 10,000.00 |
| TOTAL FOR 10 YEARS | | | |
| | | | |
| Budget Needed for Next 10 Years | | | |
| | | | |
| Budget Needed if Proects are spaced over 20 | | | |

| UNIT COST HIGH | TOTAL COST LOW | TOTAL COST HIGH |
|----------------|------------------------|------------------------|
| \$ 650,000.00 | \$ 350,000.00 | \$ 650,000.00 |
| \$ 60,000.00 | \$ 120,000.00 | \$ 240,000.00 |
| \$ 50.00 | \$ 89,700.00 | \$ 149,500.00 |
| \$ 50.00 | \$ 79,200.00 | \$ 132,000.00 |
| \$ 40,000.00 | \$ 225,000.00 | \$ 600,000.00 |
| \$ 500.00 | \$ 100,000.00 | \$ 500,000.00 |
| \$ 300,000.00 | \$ 200,000.00 | \$ 600,000.00 |
| \$ 60,000.00 | \$ 30,000.00 | \$ 60,000.00 |
| \$ 30,000.00 | \$ 15,000.00 | \$ 30,000.00 |
| \$ 200.00 | \$ 25,000.00 | \$ 50,000.00 |
| \$ 200.00 | \$ 45,000.00 | \$ 90,000.00 |
| \$ 1,000.00 | \$ 23,000.00 | \$ 23,000.00 |
| \$ 80.00 | \$ 27,600.00 | \$ 36,800.00 |
| \$ 50,000.00 | \$ 30,000.00 | \$ 50,000.00 |
| \$ 25,000.00 | \$ 21,000.00 | \$ 25,000.00 |
| \$ 30,000.00 | \$ 15,000.00 | \$ 30,000.00 |
| \$ 20,000.00 | \$ 10,000.00 | \$ 20,000.00 |
| | \$ 1,630,500.00 | \$ 3,736,300.00 |
| | | |
| | \$ 163,050.00 | \$ 373,630.00 |
| | | |
| | \$ 94,025.00 | \$ 211,815.00 |

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this _____ day of _____, 2022, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wy 82520, hereinafter referred to as "Lessor," and the LANDER OLD TIMER'S RODEO ASSOCIATION (LOTRA), a 501C3 Non-Profit Corporation, of Lander, Wyoming, hereinafter referred to as "Lessee." City and LOTRA shall collectively be known herein as the "Parties."

RECITALS

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

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

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of City property for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA upon the terms and conditions hereinafter set forth; and

TERMS AND CONDITIONS

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the Building on the premises. The Lessor does hereby lease, let and demise unto the Lessee the real property, excluding the building, located at Lander Rodeo Grounds, with a legal description as described in Exhibit "A", which is attached and incorporated herein, together with the right of ingress and egress. Lessee accepts the premises "AS IS" without any express or implied warranties as to its condition or fitness for a particular purpose.

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

3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to use the property for the primary purpose of rodeo and livestock related activities. Primary purpose is defined as that which is first in intention and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for ~~the~~ period 4 years commencing on the _____ of ~~October, 2022~~ January 2023, and terminating on the 31st day of ~~March, December 2027-2023~~, unless sooner terminated for any of the reasons set forth in this Lease. ~~Thereafter, this Agreement shall be re-written for a longer period of time as determined~~

~~by the Lessee and Lessor.~~ This Agreement will only terminate with Ninety (90) days written notice to the other party.

5. **RENTAL FEE.** Lessee shall pay to Lessor ~~\$1,000~~\$2,000 (which shall be the new annual fee) and pro-rated (\$500 for the 6-month period), in one installment on or before the 15th day of ~~November, 2022~~August, 2023. ~~After the rental lease expires, a new lease may be renegotiated or changed as mutually agreed upon by both parties.~~ The rental amount shall increase by \$500 per year for the remaining years of this contract. The annual rental amount shall be discounted by any investment made by LOTRA to the Rodeo Grounds. Investments and improvements to the Rodeo Grounds made by LOTRA must be mutually agreed upon by both parties prior to installation.
6. **CONDITION OF PREMISES.** Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.
7. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for purposes associated with rodeo related activities and other uses as deemed appropriate by the Lessee. The Lessee shall have the right to occupy and use the premises for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA.
8. **PROHIBITED USES.** Lessee expressly agrees:
 - a. No residential use of any kind shall be permitted in or on the premises.
 - b. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the buildings, as it is strictly prohibited. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in or on the premises.
 - c. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of the Lessor.
 - d. Lessee shall not erect or permit to be erected any signs on the premises without written consent of Lessor.
 - e. No long-term storage of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the buildings.
 - f. Lessor has the right to tow and remove boats, trailers, campers or other similar property parked outside the leased premises at the sole expense of the owner(s) of said property.
9. **INSURANCE AND INDEMNIFICATION.** Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), and an aggregate limit amount of Two Million Dollars and no/100 (\$2,000,000.00). Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of

insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the building and all personal property on the premises. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, employees and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said building and the use of said building. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above.

10. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. All utility arrangements, including hook up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.
11. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of animal waste, trash, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-property site.
12. **INSPECTION.** Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, and comply with the laws, ordinances and regulations. Lessor, its agents and representatives, shall have an unrestricted right to enter the leased premises for the purpose of inspection for compliance with the terms of the Lease, upon a twenty-four (24) hour notice to Lessee. Access entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
13. **ADDRESSES FOR NOTICES.** All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

LOTRA
PO Box 632
Lander, WY 82520
14. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof, or allow any other third party to lease in exchange for rent or other compensation without the approval of Lessor. Neither this Lease nor any interest herein nor any

estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.

15. **ENVIRONMENTAL.** Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
16. **TAXES.** Lessee is responsible for any and all of their own taxes or assessments.
17. **BREACH-OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply.
- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
 - B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
 - C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
 - D. **Breach-Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply;
 - a. **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing-owing and unpaid.
 - b. **Termination.** If such payments are not made within thirty (30) days after notice, this Lease and Lessee's rights hereunder shall, at the election of the Lessor, forthwith terminate.
 - c. **Emergency Declarations.** If the City, County, or State is under a disaster declaration and such declaration prohibits the Lessee's ability to hold their events, which therefore affects the Lessee's ability to pay rent, such rent due may be negotiated between the Lessor and Lessee.

18. DEFAULT AND TERMINATION.

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises,

with process of law, and remove Lessee and require Lessee to remove the building and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.

- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination ~~of~~or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.
- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.
- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to the terms of this Agreement, and lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the building from the premises providing it leaves the premises in the same or better condition as when entered upon ~~y~~by Lessee; in the event Lessee does not remove the building within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's building from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the building foundation, floor or apron should be left in-place if it is in sustainable condition for use with a new building but should be removed from the premises if it is not.
- E. This Agreement may also be terminated upon mutual written agreement by the parties.
- F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.

19. ATTORNEY'S FEES. In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.

20. ADDITIONAL COVENANTS:

- A. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
- B. **MODIFICATION:** No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
- C. **NONWAIVER-NON-WAIVER:** Any waiver by Lessor or any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

- D. **CORPORATIONS:** If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- E. **RETENTION OF GOVERNMENTAL IMMUNITYIMMUNITY:** By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq. and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- F. **WYOMING LAW:** This agreement shall be construed in accordance with the laws of the State of Wyoming.
- G. **SEVERABILITY:** If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- H. **NO THIRD-PARTY BENEFICIARY INTENDED:** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- I. **HEADINGS:** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- J. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

(SIGNATURES ON FOLLOWING PAGE)

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

IN WITNESS WHEREOF, the parties have executed this lease this _____ day of _____, 2022.

THE CITY OF LANDER
A municipal corporation, Lessor

BY: _____
MAYOR

ATTEST:

CITY CLERK

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

BY: _____
PRESIDENT

ATTEST:

SECRETARY

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

NOTARIAL OFFICER

I hereby certify that on this _____ day of _____, 2022, _____, Mayor, personally appeared before me and executed the foregoing document under oath.

Witness and official seal

NOTARIAL OFFICER

My commission expires:

NOTARIAL OFFICER

I hereby certify that on this _____ day of _____, 2022, _____, City Clerk, personally appeared before me and executed the foregoing document under oath.

Witness and official seal

NOTARIAL OFFICER

My commission expires:

NOTARIAL OFFICER

I hereby certify that on this _____ day of _____, 2022, _____,
LOTRA PRESIDENT, personally appeared before me and executed the foregoing document under oath.

Witness and official seal

NOTARIAL OFFICER

My commission expires:

NOTARIAL OFFICER

I hereby certify that on this _____ day of _____, 2022, _____,
LOTRA SECRETARY, personally appeared before me and executed the foregoing document under oath.

Witness and official seal

NOTARIAL OFFICER

My commission expires:



PROJECT STATUS REPORT

Rock Springs – Construct SRE Building: Construction is about complete with a substantial completion scheduled for late June 2022. TD

Rock Springs –Rehabilitate & Expand Commercial Terminal: Construction is approximately 34% complete. They're framing area A and working on erecting the new canopies. Upcoming work includes removal of old canopies. MP/TD

Sheridan – Expand Terminal Baggage: Dick Anderson was selected as the CMAR and they're now developing the GMP. Design is complete. The PAPIs were bid separately due to scope difference from terminal work, but paid for under the same federal grant. A portion of the PAPI/REIL work is not federally eligible since they're located on an ineligible runway. Bids came in high for that work and additional funds have been allocated to the project. MP

Sheridan - Acquire SRE: Project will replace two trucks and add 12' plows. Bids were opened, only one bid submitted, coming in considerably higher than estimated. Award is pending the approval of additional funding. GH

PLANNING: Cheryl Bean

Airport Planning, Land & Environmental Projects:

Big Piney: Land & Easement Acquisition underway, and at approximately 82% completion. The land transfer is posted to the Federal Register. Pending BLM transfer.

Dixon: Master Plan update is underway and at 84% completion. Master Plan draft narrative draft and draft Airport Layout plan underway.

Laramie: Master Plan. Project is 14% complete.

Pinedale: Master Plan. Project is in the scoping/contracting phase.

Powell: Master Plan. Project has not started yet. Consultant selection is complete.

Thermopolis: Master Plan. Draft Airport Layout Plan set has been submitted for review. The project is 86% complete.

Upton: Master Plan. Project is underway. Forecast has been developed and submitted. Inventory has not been received.

Wheatland: Acquire Hangar Land. Project is underway. Environmental CATEX has been submitted.

AIR SERVICE:

Air Service Enhancement Program (ASEP):

Cheyenne – ASCYS04: Once to twice daily flights to Denver Intl Airport on United Express operated by SkyWest beginning November 1st through June 30th, 2022. Flights were originally scheduled to start July 1st but were delayed due to uncontrollable circumstances relating to the runway reconstruction. March operated with one daily flight, but from March 26th onwards, the market was restored to two daily.

The most recent months saw load factors of 51% in April and 56% in May as double daily flights returned. June month-to-date performance is in-line with May's 56%.

Original Scope: Once to twice-daily service to Denver Intl. Airport on United Express operated by SkyWest
Term: November 1st, 2021 through June 30th, 2022
State Match: \$840,000 / 60%

Capacity Purchase Agreement (CPA):

WYDOT recently signed an extension to the CPA contract with SkyWest to continue service to the four CPA markets for another three years. Significant increases in SkyWest's unit costs have driven a 25%+ increase in block hour rates for the service but the new extension allows for renegotiation of costs each year as we move forward if the situation changes.

Northwest Wyoming Regional Airport-Gillette (GCC): Load factors have run in the 70% to 80% range so far this year, with June month-to-date at 73%. SkyWest's crew-driven flight reductions reduced the market to 12 weekly flights since January and the market remains at that level through the fall. The market came in profitable in April and May, requiring no CPA support for those months.

Original Scope: *Additional 3rd daily roundtrip on peak days, daily during the summer months. Reduced frequencies were implemented in April 2020 but beginning in June 2021 flights were restored to the original scope of 3 daily and reduced to 2 daily starting in November, falling again to 12 per week in January. Schedules remain at 12 weekly flights through the fall.*

Term 1: Oct 1, 2019 – June 30, 2020

Grant: \$828,091 / 60%

Recoveries: \$120,893

Term 2: July 1, 2020 – June 30, 2021

Grant/State Match: \$1,373,482 / 60%

Recoveries: \$93,658

Term 3: July 1, 2021 – June 30, 2022

Grant/State Match: \$1,572,926 / 60%

Southwest Wyoming Regional Airport-Rock Springs (RKS): Load factors have averaged 80% or above for April, May and June month-to-date. SkyWest's crew-driven flight reductions starting in February have limited the market to one daily trip, Rock Springs was profitable in both April and May, requiring no CPA support funds for those months.

Original Scope: *Two daily roundtrips, 3rd daily Jun - Aug. Post COVID, the market retained close to daily service up until June 2021 when it increased to double daily. As of February 2022, the market dropped to 1 daily and continues at 1 daily through the fall.*

Term 1: Oct 1, 2019 – June 30, 2020

State Match: \$829,067 / 60%

Recoveries: \$0

Term 2: July 1, 2020 – June 30, 2021

Grant/State Match: \$1,276,633 / 60%

Recoveries: \$0

Term 3: July 1, 2021 – June 30, 2022

Grant/State Match: \$1,287,155 / 60%

Riverton Regional Airport (RIW): Riverton started the quarter with load factors in the high 60's, but June month-to-date is above 75%. In mid-February, the market was dropped to one daily flight as a result of SkyWest crew constraints and that schedule remains through the fall.

Original Scope: *Two daily roundtrips Mar-Dec, one daily Jan-Feb starting January 12, 2020 with second flight on Mon., Thurs., Fri., Sun. Overnight flight tagged with Sheridan (SHR). Reduced to 1 daily as of February 11th, 2022.*

Term 1: January 12, 2020 – June 30, 2020

Grant/State Match: \$759,040 / 60%

Recoveries: \$125,502

Term 2: July 1, 2020 – June 30, 2021

Grant/State Match: \$1,746,385 / 60%

Recoveries: \$307,736

Term 3: July 1, 2021 – June 30, 2022

Grant/State Match: \$1,837,257 / 60%

Sheridan County Airport (SHR): Load factors started the quarter at 69% in April but have progressed to 77% in May and above 85% for month-to-date June. In early January, the schedule was reduced to 12 flights per week and stays that way through the fall.

Original Scope: *Two daily roundtrips starting January 12, 2020. Overnight flight tagged with Riverton (RIW). Reduced to one flight daily for April and five times weekly for May and June. Current schedule has 12 weekly flights.*

Term 1: January 12, 2020 – June 30, 2020

State Match: \$716,410 / 60%

Recoveries: \$10,873

Term 2: July 1, 2020 – June 30, 2021

Grant/State Match: \$1,828,140 / 60%

Recoveries: \$221,202

Term 3: July 1, 2021 – June 30, 2022

Grant/State Match: \$1,991,049 / 60%



WYOMING Aeronautics Commission

DEPARTMENT OF TRANSPORTATION

Sigsbee Duck, Chairman

(307) 777-4015



PROJECT STATUS REPORT

Worland - Reconstruct Wildlife Fence: This project has been bid and awarded, but there's a long lead time on the gate, so we're expecting winter construction. MP

PLANNING: Cheryl Bean

Airport Planning, Land & Environmental Projects:

Big Piney - Land Acquisition from BLM: Exhibit A Update.

Cowley - Master Plan: Project is not yet underway.

Dixon - Master Plan: Project is at 87% completion. Master Plan draft narrative and draft Airport Layout nearing completion.

Evanston - Master Plan: Project is not yet underway.

Greybull - Master Plan: Project is not yet underway.

Laramie - Master Plan: Project is 17% complete. Inventory and Forecast have been reviewed and approved by WYDOT.

Pinedale - Master Plan: Grant was issued Sep. 12, 2022.

Powell - Master Plan: Consultant selection is complete.

Riverton - Master Plan: Project is not yet underway.

Rock Springs - Master Plan: Project is not yet underway.

Thermopolis - Master Plan: Draft Narrative and Airport Layout Plan set have been reviewed by WYDOT. The project is 95% complete.

Upton - Master Plan. Project is underway. Inventory and Forecast have been reviewed and approved.

Wheatland - Acquire Hangar Land: Environmental CATEX has been submitted.

AIR SERVICE: Mariah Johnson

Air Service Enhancement Program (ASEP):

Cheyenne – ASCYS05: Once to twice daily flights to Denver Intl Airport on United Express operated by SkyWest beginning July 1st through June 30th, 2023. The most recent months saw load factors of 52% in September and 58% in October. The booked load factor for November is at 60%.

Original Scope: Once to twice-daily service to Denver Intl. Airport on United Express operated by SkyWest

Term: July 1st, 2022 through June 30th, 2023

State Match: \$1,350,000 / 60%

Capacity Purchase Agreement (CPA):

WYDOT recently signed an extension to the CPA contract with SkyWest to continue service to the four CPA markets for another three years. Significant increases in SkyWest's unit costs have driven a 25%+ increase in block hour rates for the service but the new extension allows for renegotiation of costs each year as we move forward if the situation changes.

Northeast Wyoming Regional Airport-Gillette (GCC): Load factors have run in the 70% to 80% range so far this year, with October at 72%. The booked load factor for November is currently at 67%. SkyWest's crew-driven flight reductions reduced the market to 12 weekly flights since January and the market remains at that level through the fall.

Original Scope: Additional 3rd daily roundtrip on peak days, daily during the summer months. Reduced frequencies were implemented in April 2020 but beginning in June 2021 flights were restored to the original scope of 3 daily and reduced to 2 daily starting in November, falling again to 12 per week in

January. Schedules remain at 12 weekly flights through the fall.

Term 1: July 1, 2022 - June 30, 2023

Grant: \$2,660,000 / 60%

Term 2: July 1, 2023 – June 30, 2024

Grant/State Match: \$2,760,000 / 60%

Term 3: July 1, 2024 – June 30, 2025

Grant/State Match: \$2,880,000 / 60%

Southwest Wyoming Regional Airport-Rock Springs (RKS): Load factors have averaged 80% or above for since May, with October just below that at 78%. The booked load factor for November is 71%. SkyWest's crew-driven flight reductions starting in February have limited the market to one daily trip.

Original Scope: Two daily roundtrips, 3rd daily

Jun - Aug. Post COVID, the market retained close to daily service up until June 2021 when it increased to double daily. As of February 2022, the market dropped to 1 daily and continues at 1 daily through the fall.

Term 1: July 1, 2022 - June 30, 2023

State Match: \$3,834,000 / 60%

Term 2: July 1, 2023 – June 30, 2024

Grant/State Match: \$3,973,000 / 60%

Term 3: July 1, 2024 – June 30, 2025

Grant/State Match: \$4,134,000 / 60%

Riverton Regional Airport (RIW): Riverton had load factors since June of 80%, however October saw a decrease to 65%. The booked load factor for November is at 58%. In mid-February, the market was dropped to one daily flight as a result of SkyWest crew constraints and that schedule remains through the fall.

Original Scope: Two daily roundtrips Mar-Dec, one daily Jan-Feb starting January 12, 2020 with second flight on Mon., Thurs., Fri., Sun.

Overnight flight tagged with Sheridan (SHR).

Reduced to 1 daily as of February 11th, 2022.

Term 1: July 1, 2022 - June 30, 2023

Grant/State Match: \$3,670,000 / 60%

Term 2: July 1, 2023 – June 30, 2024

Grant/State Match: \$3,820,000 / 60%

Term 3: July 1, 2024 – June 30, 2025

Grant/State Match: \$3,992,000 / 60%

Sheridan County Airport (SHR): Load factors have dropped slightly from the near 90% levels seen this summer, however they are still strong at 74% in October. The November booked load factor is strong at 73%. In early January, the schedule was reduced to 12 flights per week and stays that way through the fall.

Original Scope: Two daily roundtrips starting January 12, 2020. Overnight flight tagged with Riverton (RIW). Reduced to one flight daily for April and five times weekly for May and June. Current schedule has 12 weekly flights.

Term 1: July 1, 2022 - June 30, 2023

State Match: \$2,739,000 / 60%

Term 2: July 1, 2023 – June 30, 2024

Grant/State Match: \$2,850,000/60%

Term 3: July 1, 2024 – June 30, 2025

Grant/State Match: \$2,983,000 / 60%

City of Lander
Analysis of Wyoming Airports that receive WYDOT funding
CPA agreements

| Gillette | | | |
|-----------------|--------------|--------------|--------------|
| | Total | 0.6 WYDOT | 0.4 City |
| 2020 | 828,091.00 | 496,854.60 | 331,236.40 |
| 2021 | 1,373,482.00 | 824,089.20 | 549,392.80 |
| 2022 | 1,572,926.00 | 943,755.60 | 629,170.40 |
| 2023 | 2,660,000.00 | 1,596,000.00 | 1,064,000.00 |
| 2024 | 2,760,000.00 | 1,656,000.00 | 1,104,000.00 |
| 2025 | 2,880,000.00 | 1,728,000.00 | 1,152,000.00 |

| | | | |
|---------------------|--------------|--------------|--------------|
| Rock Springs | | | |
| 2020 | 829,067.00 | 497,440.20 | 331,626.80 |
| 2021 | 1,276,633.00 | 765,979.80 | 510,653.20 |
| 2022 | 1,287,155.00 | 772,293.00 | 514,862.00 |
| 2023 | 3,834,000.00 | 2,300,400.00 | 1,533,600.00 |
| 2024 | 3,973,000.00 | 2,383,800.00 | 1,589,200.00 |
| 2025 | 4,134,000.00 | 2,480,400.00 | 1,653,600.00 |

| | | | |
|-----------------|--------------|--------------|--------------|
| Riverton | | | |
| 2020 | 759,040.00 | 455,424.00 | 303,616.00 |
| 2021 | 1,746,385.00 | 1,047,831.00 | 698,554.00 |
| 2022 | 1,837,257.00 | 1,102,354.20 | 734,902.80 |
| 2023 | 3,670,000.00 | 2,202,000.00 | 1,468,000.00 |
| 2024 | 3,820,000.00 | 2,292,000.00 | 1,528,000.00 |
| 2025 | 3,992,000.00 | 2,395,200.00 | 1,596,800.00 |

| | | | |
|-----------------|--------------|--------------|--------------|
| Sheridan | | | |
| 2020 | 716,410.00 | 429,846.00 | 286,564.00 |
| 2021 | 1,828,140.00 | 1,096,884.00 | 731,256.00 |
| 2022 | 1,991,049.00 | 1,194,629.40 | 796,419.60 |
| 2023 | 2,739,000.00 | 1,643,400.00 | 1,095,600.00 |
| 2024 | 2,850,000.00 | 1,710,000.00 | 1,140,000.00 |
| 2025 | 2,983,000.00 | 1,789,800.00 | 1,193,200.00 |

| ANALYSIS OF ECONOMIC TAXES COLLECTED BY POPULATION | | | | | | | | | |
|--|-----------------|--------------|------------|-----------|------------|-----------|-----------|--------------|--------------|
| | % OF POPULATION | 48.33% | 2.32% | 1.10% | 19.23% | 0.59% | 1.20% | 27.23% | 100.00% |
| | POPULATION | 18963 | 911 | 431 | 7546 | 230 | 471 | 10682 | 39234 |
| | | FREMONT CO | DUBOIS | HUDSON | LANDER | PAVILLION | SHOSHONI | RIVERTON | TOTAL |
| Actual Collections | 6/30/2021 | 287,599.80 | 14,650.02 | 6,877.45 | 113,336.23 | 3,476.02 | 9,682.15 | 162,955.30 | 598,576.97 |
| Actual Collections | 6/30/2022 | 1,987,124.06 | 101,221.87 | 47,518.59 | 783,078.19 | 24,017.00 | 66,897.17 | 1,125,913.31 | 4,135,770.19 |
| Total Collected | | 2,274,723.86 | 115,871.89 | 54,396.04 | 896,414.42 | 27,493.02 | 76,579.32 | 1,288,868.61 | 4,734,347.16 |
| | PER PERSON | 119.96 | 127.19 | 126.21 | 118.79 | 119.53 | 162.59 | 120.66 | 120.67 |

| COLLECTIONS BASED ON POPULATION | | | | | | | | |
|---------------------------------|--------------|------------|-----------|------------|-----------|-----------|--------------|--------------|
| | 48.33% | 2.32% | 1.10% | 19.23% | 0.59% | 1.20% | 27.23% | 100.00% |
| | 18963 | 911 | 431 | 7546 | 230 | 471 | 10682 | 39234 |
| | FREMONT CO | DUBOIS | HUDSON | LANDER | PAVILLION | SHOSHONI | RIVERTON | TOTAL |
| | 289,310.68 | 13,898.75 | 6,575.59 | 115,126.21 | 3,509.02 | 7,185.85 | 162,970.87 | 598,576.97 |
| | 1,998,945.05 | 96,031.16 | 45,432.97 | 795,445.83 | 24,244.97 | 49,649.48 | 1,126,020.73 | 4,135,770.19 |
| | 2,288,255.73 | 109,929.91 | 52,008.55 | 910,572.05 | 27,753.98 | 56,835.33 | 1,288,991.60 | 4,734,347.16 |
| | 120.67 | 120.67 | 120.67 | 120.67 | 120.67 | 120.67 | 120.67 | 120.67 |
| | -13,531.87 | 5,941.98 | 2,387.49 | -14,157.63 | -260.96 | 19,743.99 | -122.99 | 0.00 |

| TOTAL COLLECTED 06/30/2022 | | | | | | | | | |
|----------------------------|------------|--------------|-----------|-----------|------------|-----------|-----------|------------|--------------|
| | 20% | 397,424.81 | 20,244.37 | 9,503.72 | 156,615.64 | 4,803.40 | 13,379.43 | 225,182.66 | 827,154.04 |
| Airport Cost | PER PERSON | 20.96 | 22.22 | 22.05 | 20.75 | 20.88 | 28.41 | 21.08 | 21.08 |
| | 10% | 198,712.41 | 10,122.19 | 4,751.86 | 78,307.82 | 2,401.70 | 6,689.72 | 112,591.33 | 413,577.02 |
| Ground Cost | PER PERSON | 10.48 | 11.11 | 11.03 | 10.38 | 10.44 | 14.20 | 10.54 | 10.54 |
| | 70% | 1,390,986.84 | 70,855.31 | 33,263.01 | 548,154.73 | 16,811.90 | 46,828.02 | 788,139.32 | 2,895,039.13 |
| PER PERSON OTHER | PER PERSON | 73.35 | 77.78 | 77.18 | 72.64 | 73.10 | 99.42 | 73.78 | 73.79 |

| CAPACITY DEVELOPMENT AGREEMENT DATA ANALYSIS | | | | | | | | | |
|--|-----------|------------|-----------|----------|------------|----------|----------|------------|------------|
| | 6/30/2022 | | | | | | | | |
| 734,902.80 | MRG TOTAL | 355,201.15 | 17,064.19 | 8,073.18 | 141,346.19 | 4,308.19 | 8,822.43 | 200,087.47 | 734,902.80 |
| | OVERAGE | 42,223.67 | 3,180.18 | 1,430.54 | 15,269.45 | 495.21 | 4,557.00 | 25,095.19 | 92,251.24 |
| | | | | | | | | | 92,251.24 |

| IF SMALLER CITIES PAID THEIR SHARE OF SHORTFALL | | | | | | | | | |
|---|-----------|--------------|-------------|------------|--------------|------------|------------|--------------|--------------|
| | 6/30/2023 | | | | | | | | |
| collections based on 06/30/22 | | 397,424.81 | 20,244.37 | 9,503.72 | 156,615.64 | 4,803.40 | 13,379.43 | 225,182.66 | 827,154.04 |
| 1,468,000.00 | MRG TOTAL | 709,529.59 | 34,086.46 | 16,126.52 | 282,345.11 | 8,605.80 | 17,623.18 | 399,683.34 | 1,468,000.00 |
| | shortfall | (312,104.78) | (13,842.08) | (6,622.80) | (125,729.47) | (3,802.40) | (4,243.75) | (174,500.67) | (640,845.96) |

| ANALYSIS OF ECONOMIC TAXES COLLECTED BY POPULATION | | | | | | | | |
|--|-----------------|--------------|-------------|------------|--------------|------------|------------|--------------|
| | % OF POPULATION | 48.33% | 2.32% | 1.10% | 19.23% | 0.59% | 1.20% | 27.23% |
| | POPULATION | 18963 | 911 | 431 | 7546 | 230 | 471 | 10682 |
| | | FREMONT CO | DUBOIS | HUDSON | LANDER | PAVILLION | SHOSHONI | RIVERTON |
| | | | | | | | | TOTAL |
| 0.997543076 | | | | | | | | |
| 6/30/2024 | | | | | | | | |
| collections based on 06/30/22 | | 397,424.81 | 20,244.37 | 9,503.72 | 156,615.64 | 4,803.40 | 13,379.43 | 225,182.66 |
| 1,528,000.00 MRG TOTAL | | 738,529.44 | 35,479.64 | 16,785.65 | 293,885.10 | 8,957.54 | 18,343.48 | 416,019.17 |
| shortfall | | (341,104.63) | (15,235.26) | (7,281.93) | (137,269.46) | (4,154.14) | (4,964.04) | (190,836.51) |
| 0.040871935 | | | | | | | | |
| 6/30/2025 | | | | | | | | |
| collections based on 06/30/22 | | 397,424.81 | 20,244.37 | 9,503.72 | 156,615.64 | 4,803.40 | 13,379.43 | 225,182.66 |
| 1,596,800.00 MRG TOTAL | | 771,782.60 | 37,077.15 | 17,541.44 | 307,117.62 | 9,360.86 | 19,169.41 | 434,750.92 |
| shortfall | | (374,357.78) | (16,832.77) | (8,037.72) | (150,501.98) | (4,557.46) | (5,789.98) | (209,568.26) |

| BASED ON LARGER CITIES PAYING SMALLER CITIES SHORTFALLS | | | | | | | | |
|---|-----------|------------|-----------|----------|------------|----------|-----------|--------------|
| smaller towns % | 5.21% | | | | | | | |
| amount added to cities/county | 0.02 | | | | | | | |
| 6/30/2023 | | | | | | | | |
| collections based on 06/30/22 | | 397,424.81 | 20,244.37 | 9,503.72 | 156,615.64 | 4,803.40 | 13,379.43 | 225,182.66 |
| 1,468,000.00 MRG TOTAL | | | | | | | | 827,154.04 |
| 640,845.962 | shortfall | 320,864.00 | | | 134,379.36 | | | 185,602.61 |
| total | | 718,288.81 | 20,244.37 | 9,503.72 | 290,995.00 | 4,803.40 | 13,379.43 | 410,785.27 |
| 99.75% | | | | | | | | 1,468,000.00 |
| 6/30/2024 | | | | | | | | |
| collections based on 06/30/22 | | 397,424.81 | 20,244.37 | 9,503.72 | 156,615.64 | 4,803.40 | 13,379.43 | 225,182.66 |
| 1,528,000.00 MRG TOTAL | | | | | | | | 827,154.04 |
| 700,845.96 | shortfall | 350,905.29 | | | 146,960.79 | | | 202,979.88 |
| total | | 748,330.10 | 20,244.37 | 9,503.72 | 303,576.43 | 4,803.40 | 13,379.43 | 428,162.54 |
| 4.09% | | | | | | | | 1,528,000.00 |
| 6/30/2025 | | | | | | | | |
| collections based on 06/30/22 | | 397,424.81 | 20,244.37 | 9,503.72 | 156,615.64 | 4,803.40 | 13,379.43 | 225,182.66 |
| 1,596,800.00 MRG TOTAL | | | | | | | | 827,154.04 |
| 769,645.96 | shortfall | 385,352.63 | | | 161,387.50 | | | 222,905.82 |

CITY OF LANDER
ANALYSIS OF SALES TAX
BY INDUSTRY

| TOTAL COMPARE BY INDUSTRY TYPE | | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
|--------------------------------|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|-----------|
| 11 | AGRICULTURE, FORESTRY, FISHING & HUNTING | 20,117 | 13,858 | 21,089 | 17,829 | 13,602 | 14,855 | 25,576 | 24,015 | 17,624 | 22,836 | 20,575 | 25,274 | 21383 | 30309 |
| 21 | MINING | 6,396,724 | 5,168,099 | 4,743,330 | 5,317,045 | 5,010,590 | 6,709,931 | 7,346,927 | 3,769,840 | 2,709,493 | 4,890,201 | 3,042,259 | 4,230,863 | 3254576 | 2281426 |
| 22 | UTILITIES | 581,863 | 628,968 | 625,653 | 675,454 | 706,816 | 1,467,924 | 1,028,385 | 927,671 | 913,916 | 839,846 | 948,934 | 859,710 | 889812 | 738779 |
| 23 | CONSTRUCTION | 1,011,198 | 723,636 | 579,283 | 697,743 | 951,729 | 1,360,268 | 1,126,187 | 639,487 | 595,489 | 438,272 | 560,813 | 674,428 | 574046 | 779116 |
| 31-33 | MANUFACTURING | 687,924 | 548,237 | 483,116 | 516,431 | 485,938 | 582,125 | 411,971 | 391,831 | 313,735 | 427,750 | 558,371 | 387,717 | 331990 | 545954 |
| 42 | WHOLESALE TRADE | 1,964,711 | 1,549,753 | 1,752,861 | 2,008,592 | 1,748,616 | 3,117,916 | 2,636,908 | 1,830,881 | 1,662,000 | 1,471,253 | 1,720,048 | 1,675,904 | 1824728 | 2187272 |
| 44-45 | RETAIL TRADE | 13,235,501 | 11,663,453 | 11,933,690 | 12,530,604 | 12,958,781 | 14,779,820 | 16,163,113 | 14,766,814 | 14,232,288 | 15,021,255 | 16,029,227 | 17,732,776 | 20596549 | 24066069 |
| 48-49 | TRANSPORTATION & WAREHOUSING | 110,385 | 221,457 | 132,666 | 76,435 | 48,879 | 147,077 | 44,051 | 36,447 | 42,387 | 59,188 | 42,505 | 37,173 | 37354 | 47911 |
| 51 | INFORMATION | 709,155 | 470,068 | 537,858 | 597,620 | 596,626 | 969,450 | 1,164,480 | 1,101,752 | 978,160 | 901,038 | 906,600 | 1,024,385 | 965922 | 1040773 |
| 52 | FINANCE & INSURANCE | 28,662 | 29,980 | 28,996 | 37,570 | 44,605 | 171,575 | 43,157 | 28,564 | 22,695 | 32,217 | 34,964 | 27,047 | 30148 | 26485 |
| 53 | REAL ESTATE | 1,161,079 | 877,444 | 1,089,600 | 1,168,135 | 1,117,224 | 1,096,977 | 1,713,288 | 1,200,191 | 827,236 | 785,606 | 721,441 | 804,645 | 873623 | 965321 |
| 54 | PROFESSIONAL/TECHNICAL | 151,554 | 136,639 | 200,053 | 180,833 | 140,699 | 98,594 | 127,081 | 128,873 | 114,206 | 92,756 | 96,830 | 126,838 | 154550 | 182311 |
| 55 | MGMG OF COMPANIES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 56 | ADMIN & SUPPORT WASTE | 79,886 | 61,656 | 69,673 | 73,697 | 67,790 | 81,604 | 84,761 | 85,444 | 59,636 | 55,043 | 57,780 | 56,121 | 62180 | 71063 |
| 61 | EDUCATION SERVICES | 35,943 | 37,502 | 39,646 | 40,544 | 36,637 | 41,807 | 40,834 | 33,867 | 39,520 | 39,995 | 38,165 | 24,121 | 8942 | 14005 |
| 62 | HEALTH CARE & SOCIAL ASSISTANCE | 4,170 | 1,748 | 1,950 | 2,184 | 1,780 | 2,084 | 4,560 | 2,423 | 1,601 | 1,890 | 2,762 | 6,078 | 7856 | 7586 |
| 71 | ARTS, ENTERTAINMENT & RECREATION | 118,459 | 104,548 | 55,132 | 79,794 | 115,582 | 128,498 | -31,808 | 75,556 | 61,867 | 59,732 | 56,408 | 55,163 | 62107 | 105231 |
| 72 | ACCOMMODATION & FOOD SERVICE | 3,004,443 | 2,784,472 | 2,866,664 | 3,419,429 | 3,430,276 | 4,071,243 | 4,490,985 | 4,064,369 | 4,052,286 | 4,186,005 | 4,259,107 | 4,301,056 | 4697531 | 6786829 |
| 81 | OTHER SERVICES EXCEPT PUBLIC ADMIN | 1,119,894 | 1,038,141 | 1,158,899 | 1,151,559 | 1,264,412 | 1,333,231 | 1,376,178 | 1,260,904 | 1,263,541 | 1,458,070 | 1,269,924 | 1,282,184 | 1392323 | 1577606 |
| 92 | PUBLIC ADMINISTRATION | 3,436,479 | 2,667,010 | 3,300,391 | 3,599,468 | 3,853,522 | 4,724,505 | 4,603,677 | 4,015,810 | 4,164,771 | 4,520,391 | 4,547,801 | 4,344,793 | 5609926 | 6094295 |
| | | 33,858,147 | 28,726,669 | 29,620,550 | 32,190,966 | 32,594,104 | 40,899,484 | 42,400,311 | 34,384,739 | 32,072,451 | 35,303,344 | 34,914,514 | 37,676,276 | 41395546 | 47548341 |
| difference over prior year | | | -5,131,478 | 893,881 | 2,570,416 | 403,138 | 8,305,380 | 1,500,827 | -8,015,572 | -2,312,288 | 3,230,893 | -388,830 | 2,761,762 | 3,719,270 | 6,152,795 |

| BREAKDOWN BY RETAIL TRADE ACTIVITY | | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
|------------------------------------|---------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 4411 | AUTOMOBILE DEALERS | 278938 | 236764 | 251601 | 285839 | 280523 | 330396 | 294143 | 309905 | 274235 | 281550 | 264863 | 297634 | 332795 | 319623 |
| 4412 | OTHER MOTOR VEHICLE DEALERS | 336521 | 244821 | 256324 | 264862 | 259836 | 351167 | 376927 | 299493 | 275089 | 328704 | 376939 | 409832 | 477137 | 459582 |
| 4413 | AUTO PARKS ASCCES & TIRE STORES | 379962 | 317240 | 400417 | 399554 | 429043 | 532851 | 542842 | 477372 | 462684 | 462532 | 492296 | 511221 | 643276 | 690622 |
| 4421 | FURNITURE STORES | 84048 | 73281 | 89965 | 115519 | 122274 | 155418 | 148626 | 115937 | 117014 | 12118 | 128023 | 158683 | 149603 | 177884 |
| 4422 | HOME FURNISHING STORES | 138148 | 145797 | 137628 | 117921 | 133941 | 192259 | 193323 | 172456 | 157367 | 158209 | 159425 | 184361 | 198814 | 247445 |
| 4431 | ELECTRONC & APPLIANCE STORES | 450337 | 387229 | 425387 | 442163 | 452717 | 551987 | 570069 | 520064 | 480142 | 501884 | 565479 | 603123 | 614904 | 796336 |
| 4441 | BUILDING MATERIAL & SUPPLIES | 3068886 | 2495148 | 2821703 | 2909052 | 3038758 | 3900407 | 4022573 | 3853404 | 3515137 | 3714864 | 4076366 | 4159734 | 4585751 | 5691215 |
| 4442 | LAWN & GARDEN EQUIPMENT | 297089 | 249294 | 223949 | 303531 | 261674 | 519268 | 412726 | 467515 | 405956 | 452011 | 592995 | 535359 | 515112 | 606659 |
| 4451 | GROCERY STORES | 708832 | 624893 | 644687 | 648951 | 663553 | 817713 | 885538 | 854552 | 877758 | 847531 | 703157 | 755799 | 795384 | 857407 |
| 4452 | SPECIALTY FOOD STORES | 53572 | 30946 | 34409 | 32397 | 28247 | 34790 | 33392 | 37832 | 36401 | 29387 | 30936 | 31026 | 29570 | 373765 |
| 4453 | BEER WINE & LIQUOR STORES | 306022 | 258507 | 239604 | 250336 | 267931 | 323898 | 328205 | 306468 | 298035 | 316729 | 394964 | 422628 | 511071 | 528288 |
| 4461 | HEALTH & PERSONAL CARE | 179994 | 165073 | 176627 | 196179 | 196021 | 238870 | 251316 | 215645 | 210605 | 219135 | 231872 | 241372 | 284205 | 332112 |
| 4471 | GASOLINE STATIONS | 1214388 | 961849 | 1074874 | 1099595 | 1089996 | 1371673 | 1363165 | 1066858 | 983912 | 1149834 | 1231757 | 1353415 | 1401190 | 1636656 |
| 4481 | CLOTHING STORES | 182969 | 177024 | 207939 | 259417 | 256309 | 325101 | 324459 | 298430 | 264754 | 289566 | 312819 | 317930 | 300546 | 325845 |
| 4482 | SHOES STORES | 33709 | 26818 | 26825 | 30230 | 26553 | 36471 | 36852 | 63427 | 59566 | 60325 | 63321 | 63048 | 82396 | 87835 |
| 4483 | JEWELRY LUGGAGE& LEATHER | 74532 | 58652 | 53251 | 56344 | 57594 | 76346 | 78498 | 77410 | 67340 | 48404 | 52990 | 44932 | 45086 | 72683 |
| 4511 | SPORTING GOODS | 360598 | 310553 | 302667 | 321650 | 397187 | 468930 | 457288 | 435873 | 378263 | 422368 | 452241 | 506479 | 734369 | 812805 |
| 4512 | BOOKS & MUSIC | 111608 | 90647 | 82989 | 79409 | 77049 | 88445 | 77015 | 68963 | 55916 | 53827 | 51624 | 47510 | 55136 | 74846 |
| 4521 | DEPARTMENT STORES | 613329 | 447506 | 440119 | 383879 | 438945 | 584941 | 540643 | 382455 | 340798 | 146749 | 146497 | 33008 | 31585 | 30768 |
| 4529 | OTHER GENERAL MERCHANDISE | 3625967 | 3164304 | 2928503 | 3110681 | 3121535 | 3805069 | 3761561 | 3415925 | 3450540 | 3604474 | 3634644 | 3293730 | 3874744 | 4288915 |
| 4531 | FLORISTS | 39807 | 32736 | 29582 | 26983 | 30711 | 40668 | 41343 | 34381 | 30239 | 29714 | 33790 | 29528 | 32741 | 42272 |
| 4532 | OFFICE SUPPLIES, STATIONARY | 196689 | 182362 | 178931 | 178925 | 189277 | 227731 | 211655 | 179317 | 164984 | 173324 | 168536 | 159794 | 181401 | 214838 |
| 4533 | USED MERCHANDIS | 49141 | 47180 | 45454 | 53437 | 60766 | 66107 | 63044 | 69654 | 59487 | 54715 | 54440 | 55862 | 71766 | 88212 |
| 4539 | OTHER MISC STORE | 714957 | 493903 | 409738 | 461881 | 727089 | 597539 | 652658 | 662449 | 809528 | 676493 | 588845 | 554946 | 673036 | 936392 |
| 4541 | ELECTRONIC SHOPPING | 197401 | 122623 | 130583 | 197897 | 161832 | 210820 | 249817 | 179597 | 240650 | 629683 | 956657 | 2279491 | 3188375 | 3775428 |
| 4542 | VENDING MACHINE OPERATORS | 5213 | 4356 | 4256 | 1801 | 518 | 1547 | 5341 | 3364 | 3631 | 5767 | 3959 | 3887 | 2966 | 3124 |
| 4543 | DIRECT SELLING ESTABLISHMENTS | 369879 | 295777 | 292234 | 275774 | 161996 | 269768 | 225246 | 173672 | 176966 | 208529 | 216716 | 653716 | 735784 | 903286 |

| AIR SERVICE | | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
|----------------|----------------------------------|-----------|-----------|------------|-----------|-----------|-----------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|
| 4811 | SCHEDULED AIR TRANSPORTATION | 240 | 95 | 879 | 121 | 124 | 337 | 558 | 587 | 610 | 328 | 376 | 170 | 237 | 182 |
| 4812 | NON SCHEDULED AIR TRANSPORTATION | 0 | 89 | 34 | 86 | | | 24 | | | | 120 | | | 150 |
| Total | | 240 | 184 | 913 | 207 | 124 | 337 | 582 | 587 | 610 | 328 | 496 | 170 | 237 | 332 |
| Sales Tax Rate | | 0.004 | 0.004 | 0.004 | 0.004 | 0.004 | 0.005 | 0.005 | 0.005 | 0.005 | 0.005 | 0.005 | 0.005 | 0.005 | 0.0055 |
| Taxable Sales | | 60,000.00 | 46,000.00 | 228,250.00 | 51,750.00 | 31,000.00 | 67,400.00 | 116,400.00 | 117,400.00 | 122,000.00 | 65,600.00 | 99,200.00 | 34,000.00 | 47,400.00 | 60,363.64 |