

CITY OF LANDER
AMENDED AGENDA
JULY 12, 2022
6:00 p.m.
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS

- I. Pledge of Allegiance
- II. Call to Order
- III. Public Hearing – New Restaurant Liquor License
 - (a) Open Public Hearing
 - (b) Introduce and Read – The Antler Restaurant and Bar, LLC #7
 - (c) Ask for comments
 - (d) Close Public Hearings
- IV. Approval of Agenda
- V. Oral Comments
 - (a) Appointment of New City Clerk
 - (b) Personal Privilege – Mayor and Council
 - (c) Proclamation –
 - (d) Staff Discussion Items
 - (e) Communication from the floor on a current agenda item.
- VI. Consent Agenda
 - (a) Regular Meeting Minutes – June 14, 2022
 - (b) Regular Meeting Minutes – June 28, 2022
 - (c) Work Session Meeting Minutes – June 28, 2022
 - (d) Bills and Claims
- VII. Resolutions
- VIII. Ordinances
 - Third Reading
 - a. Ordinance 2022-1 – Amending Title 4
- IX. New Business
 - (a) Approve new liquor license for The Antler Restaurant and Bar, LLC
 - (b) Authorize Mayor to sign Hangar lease with Mike and Kelly Poborsky, Space 202
 - (c) Authorize Mayor to sign Hangar lease with Joel Otto, Space 411
 - (d) Authorize Mayor to sign Change Order with Hein Bond Architects for Maven Project
 - (e) Authorize Mayor to sign engagement letter from Fagnant, Lewis, Brinda, PC for the annual audit.
 - (f) Authorize Mayor to sign Grant Agreement with FFA for Shift Taxiway A(Runway22 End) (Phase III – Construction) in the amount of \$2,478,293.
- x. Executive Session – If Needed

Join Zoom Meeting

<https://us06web.zoom.us/j/4626791690?pwd=R3hsSG9sWjg4cXZxbFkvUXRxOVNFdz09>

Meeting ID: 462 679 1690 Passcode: 869970

**THE CITY OF LANDER
240 LINCOLN ST
LANDER WY 82520
TELEPHONE 307-332-2870**

**NOTICE OF APPLICATION FOR
RESTAURANT LIQUOR LICENSE**

Notice is hereby given that the following liquor licensee has filed an application for a Restaurant License in the office of the Clerk of the City of Lander, Wyoming for the following licensed building, to-wit:

**The Antler Restaurant and Bar, LLC, d/b/a The Antler Restaurant, 720 E.
Main St., Lander WY 82520**

Application Filed in Lander, Fremont County, Wyoming

Any protests, if any there be, against the issuance of such license will be heard at the hour of **6:00 p.m. on the July 12, 2022** in the City Council Chambers, 240 Lincoln Street, Lander, Wyoming 82520.

Tami Hitshe
City Clerk

PUBLISH: Lander Journal
June 22 & 29, 2022

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Mgr:

To be completed by City/County Clerk

License

Fees

Annual Fee:

\$

920.00

Prorated Fee:

\$

Transfer Fee:

\$

Publishing Fee:

\$

55.00

Local License #:

Date filed with clerk:

6 / 13 / 2022

Advertising Dates: (2 Weeks)

6/22/2022 & 6/29/2022

Hearing Date:

7 / 12 / 2022Publishing Fee Direct Billed to Applicant: ☐

License Term:

7 / 13 / 2022
Month Day Year

Through

2 / 20 / 2023
Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant:

The Antler Restaurant and Bar, LLC

Trade/Business Name (dba):

The Antler Restaurant

Building to be licensed/Building Address:

720 E Main St.

Number & Street

Lander

City

WY

State

82520

Zip

Fremont

County

Local Mailing Address:

680 Main St. Suite C.

Number & Street or P.O. Box

Lander

City

WY

State

82520

Zip

Local Business Telephone Number: (307) 335-5058Fax Number: (307) 335-8968

Business E-Mail Address:

FILING FOR☒ NEW LICENSE☐ TRANSFER OF LOCATION☐ TRANSFER OWNERSHIP

FORMERLY HELD BY:

FILING IN (CHOOSE ONLY ONE)☒ CITY OF: LANDER☐ COUNTY OF:☐ ASSIGNMENT LETTER ATTACHED**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)****RETAIL LIQUOR LICENSE**☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)☒ RESTAURANT LIQUOR LICENSE☐ RESORT LIQUOR LICENSE☐ BAR AND GRILL**LIMITED RETAIL (CLUB)**☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS**☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation)

from Jan to Dec☐ SEASONAL/PART-TIME

DAYS OF WEEK (e.g. Mon through Sat)

from MON to SUN☐ NON-OPERATIONAL/PARKED

HOURS OF OPERATION (e.g. 10a - 2a)

from 11a to 9 pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)(a) **OWN** the licensed building?☐ YES (own)(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 8 of lease.(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 7 of lease.(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b)☐ YES ☒ NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☒ YES ☐ NO**6. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**7. MICROBREWERY LICENSE:**

(a) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. LIMITED RETAIL (CLUB) LICENSE:**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

9. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members?

☐ YES☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

☐ YES☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐ YES☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?

☐ YES☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?

☐ YES☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?

☐ YES☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐ YES☐ NO
- (g) Have you filed a true copy of your bylaws with this application?

☐ YES☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)

☐ YES☐ NO

12. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
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				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

Memo

To: Mayor Richardson and City Council Members

From: Tami Hitshew, City Clerk

Date: 7/11/2022

Re: Antler Restaurant and Bar, LLC

I wanted to give you the history of the Antler Restaurant. Beau Wendling applied for a Retail Liquor License in February 2022. The plan was to have Sophal Thompson lease out a portion of his building to run the Antler Restaurant located at 592 Main Street. Apparently, there was a dispute between Sophal and Beau in June, 2022 and Sophal moved out of that location and is now leasing the building at 720 E Main Street from Wade Alexander. She is now applying for a restaurant liquor license. I have sent all documents to the State Liquor Division and they have verified that the application was complete.

**CITY OF LANDER
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS
240 LINCOLN STREET
LANDER, WY 82520
June 14, 2022**

THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen, Chris Hulme, Missy White, Julia Stuble, Melinda Cox (via Zoom), Dan Hahn.

Governing Body Absent:

City Staff Present: City Clerk Tami Hitshe, City Treasurer Charri Lara, Assistant Mayor RaJean Strube Fossen, Public Works Director Lance Hopkin, Chief Scott Peters, Attorney Adam Phillips Hunter Roseberry, Chris Johnson, Rachelle Fontaine

Call to Order.

Mayor Richardson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

- I. Public Hearing
 - (a) Open Public Hearing
 - (b) Introduce and Read. Charri read budget as presented.
 - (c) Ask for comments

Phillip Strong expressed concerns on whether the city can afford to allocate funds to the Golf Course and Community Center. Mr. Strong commented that selling the Golf Course and Community Center should be considered. He urged the city to provide the police officers a livable wage, so as not to lose excellent police officers and staff.

- (d) Close public hearing at 6:05 p.m.

II. Approval of Agenda

MOTION: Council Member Stuble moved to approve. Council Member Hulme made second. Motion passed unanimously.

III. Oral Comments

(a) Fire Department Badge Presentation Bobby Johnson presided over a badge presentation to Grant Burke.

- (b) Staff and Council Updates.

Chief Peters -Not a lot. The software grant finally came through. This is a \$40,000 grant with no required match. His office is busy and peaking in calls. He asks the community to be patient with weeds and grass. The grass has exploded. The department receives an average of five call a day concerning weeds and grass. The department is working on those one by one.

Lance Hopkin- Introduced Hunter Roseberry the new Assistant Public Works Director. He is working hard enforcing codes.

RaJean Strube-Fossen- Provided a grant update. The city received \$10,000 place making grant from the Wyoming Business Council that will be added to a grant from the Lander Cycling Club to rehabilitate the dirt bike park. It includes a shade shelter and revamping the bike park. That will happen late summer. The city was approved to put in for two Transportation Alternative Grants. One was for Baldwin and South 9th and the other is for planning study for a Main Street crossing at 1st and pathway to the new Popo Agie Park. Those are due July 15. The city is starting neighborhood flood update meetings. Next week will a meeting be for the South 1st Street manufactured home park area and the week after July 4th there will be a meeting for the homeowners who live along Fremont Street. These will continue until we can gear up for large town meeting.

Charri Lara- Monte, Rachelle and I attended WAM last week and it was a good session. I encourage everyone to attend at least one a year. The ideas and things that other small communities

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VISION
Preserving the past while providing for the future

are doing is unreal.

Attorney Phillips- No update.

Rachelle Fontaine- The City Barbeque is June 22, 2022, at the Drill Field. Working on HR and policy updates.

Tami Hitshe- No updates.

Council Member Hahn- His question was answered. He was wondering about the flood mitigation small meetings. He is glad to see that happen.

Council Member Stuble- Has an update on the two learning sessions we hosted in late May for the Main Street Association which is preliminary idea. The city hosted the Wyoming Business Council who hosts the Wyoming Main Street Program. Staff came up to join us to discuss what those associations can look like in other Wyoming towns, the benefits they can bring, and the possible structures of how you can set up a Main Street Association. We had two sessions that were well attended. Robust discussion about what Lander's downtown strengths and assets are and what could be improved as well. The next steps include a smaller site visit. Lastly, thank you Mr. Strong for your comments on the budget I share your concerns about the level of wages for our police officers and I am appalled at the number of officers that have an economic need to hold multiple jobs. I find that very troubling. I am proud of budget we will approve tonight. That is a topic we are going to address as soon we can in the next fiscal year. Thank you for keeping it on our minds.

Council Member White-Has several things, many giving kudos. The testing and adjustment of sirens thanks to fire folks and Comcast in helping attenuate the levels of the sound and making sure things work. Happy to see the topic sharing of water and sewer staff is on the agenda at FCAG. It's hard for small communities to have the qualified staff to make those systems work. Great that larger communities in Fremont County are willing to look at ways to help them out. Happy to see Sinks Canyon and Wacky Fish Camp registration is happening. I presented the general welcome for the Rotary District Conference as Council Member Stuble was ill and unable to attend. We had about 150 attend. A number of people commented that Lander and the facility is incredible. Thanks to Lance and the local engineering firm for hosting the water system master plan. It was helpful to see the amount of work that has happened in recent years and the long-term thinking that is occurring. Following up with the Chief, remember those of us with alleys it is the residents responsibility to trim weeds in the alley. There was a ton of Lander kids made the UW honor roll and dean's list and they are to be commended. Lastly, mother nature is a powerful force. Glad folks are aware of the need for fire, flood, tornado, etc. We are seeing more and more atypical events-from Northern Wyoming getting three feet of snow on Memorial Day, Minnesota and Michigan having tornadoes and Yellowstone having devastating flooding.

Council Member Hulme- There are some repairs needed at skate park that did not happen in the fall due to weather. The company came through last week and they were able to repair the coping around the entire bowl rather than just fixing the pieces here and there to give a longer-term repair. The company did not see anything else they needed to address. Some community members donated to make a portion of that possible and some that was coming out of the city. The parks department was excited to see happen and based upon safety of the community. Thanks to the Parks department for helping with power and water for the repairs. I appreciate the community members in the area respecting the process and keeping the area cleaned up and safe. Regarding building codes and fire sprinklers or residences, a local remodel/sprinkler system install came in at approximately \$2.50 sq ft. As a city we have numerous things going on, we are moving forward on all of them. Our staff is extremely dedicated and working on the planning we did for the last several years.

Council Member Cox-Like to address a couple things that relate to the environment and energy task force I sit on. One, they have done a running list of facility projects and shares that with RaJean and Lance. It would be good if all council members and mayor were able to review that. I would like to know, where the city's buy-in falls in regard to which projects they recommend be completed. For information they have been doing walk throughs of all our facilities and looking at what the needs are to reduce our greenhouse gas impact. Would like an opportunity to meet with Adam to discuss the state's 25-kilowatt net meter limit. Where we could look at our franchise agreements and discuss our options. This task force does a really good job. They are very efficient.

Council Member Larsen- This last weekend, the chamber had a very successful Brewfest. No solid numbers yet. There were 30 brewers and massive crowds. The park was left in great shape. The golf tournament was a success. This Thursday is the young professional group, and they are discussing crypto currency. LOTRA doing well for the rodeo. The Fly-In is going forward and should be a grand event. Question concerning the responsibility of weeds in the pavement itself. Lance Hopkin stated that this is the city's responsibility, reach out and let him know and the city can get them done.

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Mayor Richardson- He went to the summer convention for WAM. There were great classes. Lot of funding available. Everybody is worried about the same issues as Lander. People are worried about funding, infrastructure, streets, and housing. Everybody should try and make it to those conferences.

- (c) Proclamation – Wind River Pride Month- 9th annual Council
Member Larsen read proclamation
- (d) Communication from the Floor – Citizen’s Comments

Mayor Richardson- Over the past year there has been renewed interest in the city government. For the council and I we are very grateful that so many want to participate. In order to be more efficient, the city government will be structured so that the agenda item called Communication from the Floor the city will always allow citizens to address the council. In the past citizens were to request to be heard in advance of this meeting this was done to ensure the topic of discussion would be relevant to the agenda having efficiencies and to allow the council and staff to better prepare to discuss topics as they came up. Beginning July 12, we will return to this structure. To be heard by the mayor and council, first reach out to the city clerk if the topic is concerning a scheduled agenda item you will be given the floor for three minutes. As always citizens are welcome to communicate their ideas and concerns to the mayor and council directly via email. Email addresses can be found on the City of Lander website.

Warren Thompson Expressed his concerns about the flood wall. He is asking for an open community meeting and opposes splitting meetings into smaller groups. He asked the mayor and councilmen to quit saying those against the flood mitigation are putting out misinformation. If there is misinformation, he would like to know what that misinformation is. Council Member White responded that there will be an open community meeting in September because that is the date the design will be completed. Warren would like to have the meeting before the primary election so the citizens can see what the council is doing with the flood wall. Council Member White responded that there are still early-stage plans for large town hall meeting which would include information about the flood mitigation, fire, streets, sewers efforts with all this information one in July. Council Member White thanked Mr. Thompson for the opportunity to note some of the misinformation. Some of the things she has heard are that the council is going to close off the use of City Park, that we will destroy the playground, that the flood design will be a giant concrete wall, (again there is no design as of yet) that we will not let the fire department have a place to practice, that it is a done deal, that the conversation is new and being done with a lack of transparency, when we have records going back to 2009 about this process and everything except private property acquisition has been done in the open with council meetings and minutes. Council Member Cox responded -still in the study process. No decision has been made. We are still gathering and processing information. She appreciates constituent input and concern. If an opportunity to have the meeting sooner than September not a bad idea. There has been a vote on what will happen after the study is completed.

Phillip Strong- He spoke out a couple months ago about the resolution saying it was going to be discriminatory if we passed something like that. I am disheartened that we declared June to be Pride Month. He expressed concern where does it stop. He urged the council to think deeply about this in the future out of concern for Lander.

Lanny Applegate- Has lived around this community for 61 years. He sees Lander going backwards. He still owns a house here and still calls Lander home. It is time for citizens to take the town back. He does not support a brick wall.

Council Member Hahn-Asked about the process the council uses when talking about property. He understands there are different types of property, but when talking about property in something as big as this flood mitigation and the council has information that is being kept away from our citizens. Can we change that? Attorney Phillips responded that the constitution can be changed by going to the legislature. Acquisition of property by the City is considered confidential.

- (e) Consent Agenda
 - a. Regular Meeting Minutes – May 10, 2022
 - b. Work Session Meeting Minutes – May 24, 2022
 - c. Bills and Claims

POSTMASTER 5000,ROCKY MOUNTAIN POWER 15804.79,CITY SERVICE VALCON 29108.74,CENTRAL BANK & TRUST 746.75,NAPA AUTO PARTS - LANDER 807.99,FREMONT ELECTRIC 3775,ESO SOLUTIONS 1550,Terminix of Wyoming 550,Inberg-Miller Engineers 14762,SIMPLYFILE 20.25,SIMPLYFILE 23.25,SIMPLYFILE 23.25,BONNEVILLE BUILDERS

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11119.88,CENTRAL WYOMING CLIMBERS ALLIANCE 883.07,CENTURY LINK 707.14,DOWL 2826.25,DRUG TESTING SERVICES LLC 360,DYTA CONSULTING 7050,HACH COMPANY 150.09,FLOYD'S TRUCK CENTER WY 630.01,KLEEN PIPE LLC 6937.36,HOMETOWN OIL 938.87,FERGUSON ENTERPRISES INC 306,FLEX SHARE BENEFITS 217.7,FREMONT CO SOLID WASTE DISPOS 84.6,LAWSON PRODUCTS 84.59,KIDDY UP 261.75,L N CURTIS & SONS 3778,HEIN BOND ARCHITECTS 22546.69,GROATHOUSE CONSTRUCTION 446842,HDR ENGINEERING INC 14012.02,LONG BUILDING TECHNOLOGIES 1686,OVERHEAD DOOR COMPANY 155,LOZIER TERESA 950,MASA 160,MES ROCKY MOUNTAINS 67,ONE STOP CARWASH 21.06,PAVEMENT MAINTENANCE INC 14250,REVIZE LLC 1800,RIVERTON TIRE & OIL CO 35.8,ROCKY MOUNTAIN PRE-MIX 240,SHIELDS CLEANING 3345.83,STANLEY STEAMERS 950,SPROUTS GREENHOUSE 5800,STRIKE CONSULTING GROUP 29991.96,SWEETWATER AIRE 2519.02,VISIONARY BROADBAND 105.35,WESTERN LAW ASSOCIATES 2741.25,WSFA - MUTUAL AID 1360,WHITING LAW PC 550,WORKWISE 202,WYOMING RETIREMENT SYSTEM 675,WYDOT - FINANCIAL SERVICES 6439.1,ADAM E PHILLIPS ATTORNEY AT LAW 4460,AFA BLACKHAWK SECURITY INC 282,ANAM CARA CAREGIVING 1630,API SYSTEMS INTEGRATORS 282,AUTO MEDIC LLC 51876.23,B & T FIRE EXTINGUISHERS 54,BADGER METER INC 322.3,MISC ONE TIME VENDOR 120,MISC ONE TIME VENDOR 140,WYDOT 4,FREMONT COUNTY TREASURER 35054.83,LANDER MEDICAL CLINIC 192,CLARKS LANDSCAPING 6650,WESTERN PRINTING CO. 87.82,PREMIER VEHICLE INSTALLATON INC 34614,FREMONT MOTOR COMPANY 554.58,CASPER STAR TRIBUNE 1107.4,INQUIREHIRE 390,BILL JONES PLUMBING & HEAT 1990.42,"CREATIVE ENERGIES, LLC" 78012,CITY OF RIVERTON 270,LEDA 2455.46,NORCO INC 223.11,WYOMING FIRE CHIEFS ASSN. 130,ALSCO 389.51,ONE CALL OF WYOMING 133.25,MASTERCARD 45442.29,BLACK HILLS ENERGY 4643.89,FREMONT MOTOR COMPANY 85480,MASTERCARD 44440.04,CENTRAL BANK & TRUST 888.94,FAGNANT LEWIS & BRINDA P.C. 723.47,FLEX SHARE BENEFITS 217.7,LANDER SENIOR CITIZENS CENTER 7430.6,NAPA AUTO PARTS - LANDER 440.19,"BACKCOUNTRY COBBLERS, LLC" 16645

MOTION: Council Member Larsen moved to approve the consent agenda as amended. Council Member White made second. Council Member White stated there was a typographical error in the minutes stating that the optional one percent for the roads was 13 million dollars. That is inaccurate but has been amended in the drop box document. Motion passed unanimously.

(f) Resolutions

a. Resolution 1242 – Appropriations

MOTION: Council Member Stuble moved to approve. Council Member Hulme made second. Motion passed unanimously.

b. Resolution 1243 – Amending job descriptions for Airport and Fire Hall facilities manager, Deputy Clerk/Treasurer & City Clerk/Human Resource Director

MOTION: Council Member Hulme moved to approve. Council Member White made second. Motion passed unanimously.

c. Resolution 1244 – Amending Salary Structure

MOTION: Council Member White moved to approve. Council Member Stuble made second. Motion passed unanimously.

d. Resolution 1245 - Exempting portion of Main Street, 1st – 4th from open container

MOTION: Council Member Larsen moved to approve. Council Member Hahn made second. Motion passed unanimously.

e. Resolution 1246 – Authorizing Open Container for July 4, 2022

MOTION: Council Member Larsen moved to approve. Council Member White made second. Motion passed unanimously.

f. Resolution 1247 – Amending Compensation for Firemen

MOTION: Council Member Stuble moved to approve. Council Member White made second. Motion passed unanimously.

g. Resolution 1248 – Amending Fees and Utility Rates for water service

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MOTION: Council Member Hahn moved to approve. Council Member White made second. Motion passed unanimously.

h. Resolution 1249 – Amending Fee Schedule for 2022

MOTION: Council Member Hulme moved to approve. Council Member White made second. Motion passed unanimously.

(g) New Business

- (a) Ratify Mayor's signature for WBC grant agreement for Table Mountain Living Community infrastructure in the amount of \$889,105

MOTION: Council Member White moved to approve. Council Member Larsen made second. Motion passed unanimously.

- (b) Authorize Mayor to sign one Airport Hangar Leases with Jeff Leafgreen for space 603

MOTION: Council Member Larsen moved to approve. Council Member White made second. Motion passed unanimously.

- (c) Authorize Mayor to sign Wildland Fire Management and Stafford Act Response Agreement

MOTION: Council Member White moved to approve. Council Member Hulme made second. Motion passed unanimously.

- (d) Approve LEDA recommendations from LIFT committee to award projects from the one-half cent sales tax for 2nd Quarter 2022 in the amount of \$ 139,135.00.

MOTION: Council Member Stuble moved to approve. Council Member Larsen made second. Motion passed unanimously.

- (e) Appoint Krista Lobera to Wind River Visitors Council for a 3-year term.

MOTION: Council Member Stuble moved to approve. Council Member White made second. Motion passed unanimously.

- (f) Approve CS 22.01 County Subdivision, Frank Estates

MOTION: Council Member White moved to approve. Council Member Stuble made second. Motion passed unanimously.

- (g) Approve S 22.04 Minor plat, 506 Sweetwater

MOTION: Council Member Larsen moved to approve. Council Member Stuble made second. Motion passed unanimously.

- (h) Authorize Mayor to sign the Taxiway A Construction agreement with Century Companies Inc. for \$2,999,756.00

MOTION: Council Member White moved to approve. Council Member Larsen made second. Motion passed unanimously.

- (i) Authorize the Notice to Proceed for Century Companies, Inc for the Taxiway A project.

MOTION: Council Member White moved to approve. Council Member Stuble made second. Motion passed unanimously.

- (j) Authorize Mayor's signature on WWC Engineering Professional Services Agreement for Lander Wells Project.

MOTION: Council Member Stuble moved to approve. Council Member Hahn made second. Motion passed unanimously.

(h) Executive Session – Litigation

MOTION: Council Member White moved to adjourn to Executive Session. Council Member Larsen made second. Motion passed unanimously.

MOTION: Council Member White moved to return to Regular meeting. Council Member Stuble made second. Motion passed unanimously.

(i) Adjournment

Being no further business to come before the Council, the meeting was adjourned at 7: 56 p.m.

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ATTEST:

The City of Lander

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, Human Resource Director

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**CITY OF LANDER
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS
240 LINCOLN STREET
LANDER, WY 82520
June 28, 2022**

THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen, Missy White, Julia Stuble (via Zoom), Melinda Cox, Dan Hahn.

Governing Body Absent: Chris Hulme

City Staff Present: City Clerk Tami Hitshe, City Treasurer Charri Lara, Assistant Mayor RaJean Strube Fossen, Public Works Director Lance Hopkin, Attorney Adam Phillips, Human Resource Director Rachelle Fontaine, Assistant Public Works Director, Hunter Roseberry.

Call to Order.

Mayor Richardson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

- I. Pledge of Allegiance
- II. Call to Order-Mayor
- III. Approval of Agenda

Mayor Richardson requested the June 28, 2022, Regular Council Meeting agenda be amended to include item c under New Business: Authorize an eighty-cent discount off the current price of fuel for the Fly-In pilots.

MOTION: Council Member White moved to approve as amended. Council Member Cox made second. Motion passed unanimously.

- IV. Resolutions
 - a. Resolution 1250- Open Container Permit North 8th Street July 2, 2022

MOTION: Council Member Cox moved to approve the open container permit ending at 10:00 p.m.. Council Member White made second. Motion passed unanimously.

- V. New Business
 - a. Authorize Mayor to sign Memorandum of Understanding with Lander Pet Connection.

MOTION: Council Member Cox moved to approve. Council Member Hahn made second. Motion passed unanimously.

- b. Authorize Mayor to sign Legal Services Agreement with Rick Sollars.

MOTION: Council Member White moved to approve. Council Member Cox made second. Motion passed unanimously.

- c. Authorize an eighty-cent discount off the current price of fuel for the Fly-In pilots.

MOTION: Council Member White moved to approve. Council Member Cox made second. Motion passed unanimously

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VI. Adjourn Meeting

MOTION: Council Member Cox moved to approve. Council Member Larsen made second. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 6: 19 p.m.

ATTEST:

The City of Lander

By: _____

Monte Richardson, Mayor

Rachelle Fontaine, Human Resource Director

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**CITY OF LANDER
WORK SESSION MEETING
COUNCIL CHAMBERS
240 LINCOLN STREET
LANDER, WY 82520
June 28, 2022**

**THE CITY OF LANDER IS AN EQUAL OPPORTUNITY
EMPLOYER**

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen, Melinda Cox, Julia Stuble (via Zoom), Missy White, Dan Hahn

Governing Body Absent: Chris Hulme

City Staff Present: City Clerk Tami Hitsheew, City Treasurer Charri Lara, Human Resource Director, Rachelle Fontaine, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, Assistant Public Works Director Hunter Roseberry, Attorney Adam Phillips

1. Staff & Council Updates

Lance Hopkin – FEMA update on work to repair the 2017 damage to infrastructure and problem areas. PCI Construction has made the connections on Third Street, across over on Wyoming and the bottom for water and sewer lines. They will finish the bank work in that area and move to behind the Chamber, the bridge and JC Park. Originally the work was to be complete in July, but DCI will be requesting an extension. We have contacted Homeland and they will contract FEMA about the extension. We have expended a lot of money on this project and want to receive reimbursement from FEMA. We are hoping to get something back by the end of the year, or early next year. Bucket truck is back. It still needs a little bit of other work, but the hydraulics are fixed. We intend to leave the Christmas lights on trees, so the trees are not damaged. We met with Ron Wempen, and the fire department. We looked at some of the areas and properties we own down by the river. Ron didn't want to touch those areas due to past experiences with Game and Fish and the Army Corps. We are really concerned about grass fires, and we will reach out and make those contacts in order to move forward. The Golf Course has a new restaurant occupant. There have been some equipment purchases that become part of the building that the city is involved with and there will be some expense involved.

RaJean Strube Fossen – Two short updates. In front of you is print material from the Independent Alliance of Fremont County which is a new name for board that manages the community services block grants. We put out this material because of the name change and because a lot of people are unaware of our services, like Almost Home Wyoming, Eagles Hope Transitions, VOA and County Group Home. These materials will be provided to the victim witness coordinator and law enforcement. The first small public meeting about the Fremont flood mitigation project public meeting went well. Another meeting is scheduled after the 4th for Fremont Street residents.

Charri Lara – Dave Frazier from WAM called making us aware the corporations are meeting in Hulett on Thursday. They will discuss liquor license changes and housing problems. The Public can tune in. Our dark money proclamation that was moved forward will also be discussed at this meeting. She posted payroll and we will end up in surplus this year. She requests the remaining surplus, of approximately \$500,000, be placed into equipment replacement line item. Met with asset manager. Our CD's coming due will be able to sell into an environment making more interest. Positive news for investments.

Adam Phillips – Nothing

Rachelle- Nothing

Tami-Nothing

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Julia Stuble-Update on LIFT and LEDA have scheduled a review of process and protocol on July 11. Please let her know if anyone would like any specific issues addressed. She inquired as to the public comment process at council meetings. Mayor Richardson responded that he felt public comment was getting out of control and was not on topic. The policy allows council to be prepared to give answers. The deadline request to speak at a Tuesday meeting will be the Friday before the meeting. Council Member Stuble opposes signing up in advance as the change has a chilling effect on comments the council needs to hear.

Dan Hahn – Awesome news. Lander Middle School received seventeen bikes donated for the Physical Education department as alternative sport and bike safety.

Missy White – Couple things. In our last business meeting, we noted that due to the increasing cost of repair and replacement that water cost is also increasing. The city has an existing assistance program to help with water bills. Reach out to Danielle and see if you qualify and spread the word. Attended the climate summit Saturday. Dr Schumann from the University of Wyoming as part of a group of scientists is looking not just at the big picture, but how climate change affects weather patterns. They are able to look at specific local patterns including the greater Yellowstone ecosystem. The Community Center burned ten years ago today Please be considerate and careful with fireworks

Melinda Cox- We had several events this last week. On Thursday, Lander Presents concert went well. There was the Eastern Shoshone Indian days, a pop-up concert at the Middle Fork with three incredible bands from Austin Texas as well as the Lander climate summit. Wind River Pride did a nice job making sure things were appropriate and cordial. Lander hosted state baseball. She expressed concerns about the new shop in town selling Delta 8, CBD, and mood enhancers that are very dangerous. Acknowledged the Senior Center and the unveiling for the solar charging center. We are receiving emails about sirens and there needs to be a discussion and solution to the concern.

John Larsen- Question for Council Member Cox artificial opiate is legal? Council Member Cox responded yes. Thanked the street crews for painting turning lanes.

Mayor Richardson-Thanked everyone for hard work as these are trying times. Thanked the council for going to meetings and staff for their hard work to keep the city running.

2. Title 4 Storage Container amendment discussion-The recommendation is different than Planning Commission originally presented. The Planning Commission has met twice and considered public comment. The recommendation is a three-factor permitting: a permanent structure, a temporary structure and a construction project structure. Council Member Hahn asked if there was a color match requirement for permanent structures? RaJean responded that the Planning Commission discussed an aesthetic code but did not include one. This is amendment addresses setbacks and structure types.
3. Discussion on Ordinance 2022-3 – City Wards-Adam Phillips explained there was a citizen request to research establishment of wards. In 1963 Ordinance 442 outlined three different wards according to legal description. These should be to updated each census. In an effort to rectify this situation and show current wards, he requested the City Clerk reach out to the County Clerk. The proposed ordinance on this agenda is for discussion and is not complete. Ordinance. 442 needs to be updated. Council Member White expressed concern about repealing Ordinance 442 and adopting a new ordinance and the effect that might have on ballots and candidates. Council Member Cox appreciates the update and has concern about timing. It is important to update the wards, but the update should wait. Council Member Larsen agrees with Council Member Cox. This is very important. It is nothing nefarious,, but there is no problem waiting until after election avoid contention that this has been causing. Council Member Hahn stated it should wait until December. Council Member Stuble sated it is clearly important but could be addressed this winter. Mayor Richardson stated this is

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one issue Municode identified as outdated. Fremont County Clerk, Julie Freese, explained that her office does not create nor monitor boundary lines. Her office performs redistricting and works on legislative lines, and she also looks at commissioner districts. She does not look at city lines. The reason the County has ward lines is due to city annexations. When those deeds are recorded, that information is provided to the county election office and the county expands the cities lines because the city says to. It is up to the City Council to adjust boundaries.

Sarah Dike-Lives on tweed lane requested permission to address the City Council. She thinks the new public comment policy is wrong and should not be implemented. She is glad to hear that it sounds like the Council is in agreement that changing Ordinance 442 should not be addressed until after the election. As a citizen any changes to districting or wards during an election reflects badly, and causes citizens, even if not the case, to think something nefarious is occurring. She expressed hope that when the Council does address the issue, they make it a bit fairer. She does not feel it is reasonable for citizens to ask to be on the agenda for public comment by Friday. Mayor Richardson agreed that Monday would be a reasonable timeframe. She feels these meetings are the citizens meeting, ran by the Mayor, and being caught off-guard is sometimes part of the job.

Karen Wetzel- She agrees with Sarah Dike. Article 1 of the Wyoming Constitution provides the right of people peaceful assemble to consult for the common good. Article 1, Section 21 and make known their opinion shall never be denied or abridged. Wyoming Statute §16-4-403 states that meetings are to be open, participation by public and minutes to be recorded. We should be given that opportunity.

4. LCAN discussion-Kara Colovich lives on Hobson Street. She wanted to come as a representative of LCAN and the energy and environment task force to report on the Climate Summit hosted here Saturday. We had the City of Laramie and Jackson, as well as representatives from the Wind River Reservation. It was a great opportunity to establish networks in those communities. She highlighted the strong Indigenous prospective to promote collaboration. She reiterated Council Member White's comments about the UW scientists helping solidify climate projections for our local region. The increased flooding, number of hot days, and drought would be areas to look into. Council Member Cox stated we need to discuss implementing these items into the budget, so departments have access to funding. Ms. Kolovich responded that LCAN is developing a Rubric for energy efficiency suggestions to classify different projects and they will pass it along to counsel and staff for feedback. This will be a collaborate document
5. Discussion on debt service and meters-Lance wanted to start a discussion as we are coming up in the masterplan and reassessing fees and looking at capital improvement projects. There are existing meter issues in a couple of areas including- manufactured homes. Often, they are building their own infrastructure on larger parcels. There can be individual meters in homes with a master meter in front of those. People realize if they pull the individual meter out of trailers, they are still receiving water service from the master meter. This creates a disparity in rates. People from out of town, or with additional connections or adjacent connections should be equalized. Our title 9 rules need to be changed to address these issues. Charri Lara added that when one renter, for example doesn't pay their water bill, they can still receive water because the park has a master meter and the master meter would need to be shut off, but that stops water for everyone in the park. Council Member Stuble reiterated there are three problems: 1. Unequal rates between master meters and independent meters; 2. Calculating correct rates in some master meter situations and 3. Shutting off master meters for lack of individual meter payment as affecting people who are paying. Lance expects the masterplan in August.

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6. Discussion on city ordinances Title 3, 5, 9 -Hunter Roseberry. Title 3, 5 and 9 has a goal to tighten language and up eliminate contradictions to clarify the city's requirements and make it simpler for contractors to follow. This discussion will be explored in more depth at future work sessions.
7. Discussion on Safe Streets for All funding opportunity- RaJean explained this is a four-year, short-term funding opportunity for federal highway money ranging from \$200,000 to two million dollars that would leverage our one percent funds. This grant requires a resolution. The resolution can be either Vision Zero, a resolution to eliminate traffic deaths by a certain date or Complete Streets, a resolution to make streets safer for all modes of transportation. She reached out to the County, but they were not able to collaborate on this project. RaJean will prepare a resolution for the City Council's consideration. This fits our strategic plan.

Adjourned 8: 01p.m.

The City of Lander
A Municipal Corporation

Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, Human Resource Director

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6/28/2022

71 CONSTRUCTION CO	wb street repairs	15,041.60
Total 71 CONSTRUCTION CO (2):		15,041.60
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
ALSCO	LINENS	481.16
ALSCO	LINENS	315.70
ALSCO	linens	523.14
ALSCO	LINENS	34.00
ALSCO	LINENS	154.44
ALSCO	LINENS	110.64
ALSCO	LINENS - CREDIT	26.82
ALSCO	LINENS	138.75
ALSCO	LINENS	45.08
Total ALSCO (917):		1,776.09
APEX SURVEYING INC	Surveying for Table Mtn Living community	7,418.00
Total APEX SURVEYING INC (1238):		7,418.00
ARMSTRONG CONSULTANTS INC	Payment for Taxiway A	16,800.00
ARMSTRONG CONSULTANTS INC	Taxiway A Project	3,380.00
Total ARMSTRONG CONSULTANTS INC (35):		20,180.00
AUTO MEDIC	1/2 LIFT Recipient	16,416.75
Total AUTO MEDIC (1303):		16,416.75
B & T FIRE EXTINGUISHERS	Fire	36.00
Total B & T FIRE EXTINGUISHERS (43):		36.00
BADGER METER INC	SERVICE FOR JUNE 2022	161.40
Total BADGER METER INC (44):		161.40
BILL JONES PLUMBING & HEAT	BLDG MAINT - WELCOME CENTER	147.11
BILL JONES PLUMBING & HEAT	BLDG MAINT - WELCOME CENTER	520.89
Total BILL JONES PLUMBING & HEAT (57):		668.00
BOBCAT OF THE BIG HORN BASIN INC	Roller for Streets	12,861.76
BOBCAT OF THE BIG HORN BASIN INC	Parts	90.98
Total BOBCAT OF THE BIG HORN BASIN INC (856):		12,952.74
BUDGET BLINDS OF FREMONT COUNTY	Office Blinds	659.00
Total BUDGET BLINDS OF FREMONT COUNTY (1230):		659.00
CASELLE INC	ANNUAL SUPPORT	12,084.00
CASELLE INC	ANNUAL SUPPORT	12,084.00

Total CASELLE INC (86):		24,168.00
CASPER STAR TRIBUNE	Advertising for Taxiway A Project - Received 7/6	497.60
CASPER STAR TRIBUNE	Advertising for Taxiway A	145.66
Total CASPER STAR TRIBUNE (745):		643.26
CENTRAL BANK & TRUST	PETTY CASH	4.50
CENTRAL BANK & TRUST	PETTY CASH	192.25
CENTRAL BANK & TRUST	PETTY CASH	100.00
CENTRAL BANK & TRUST	PETTY CASH	285.00
CENTRAL BANK & TRUST	PETTY CASH	105.00
CENTRAL BANK & TRUST	PETTY CASH	60.00
Total CENTRAL BANK & TRUST (96):		746.75
CITY OF RIVERTON	Testing	270.00-
Total CITY OF RIVERTON (943):		270.00-
CITY SERVICE VALCON	Fuel - Airport	29,108.74
Total CITY SERVICE VALCON (1146):		29,108.74
COMMUNITY CENTER REFUNDS	DEPOSIT REFUND	300.00
COMMUNITY CENTER REFUNDS	DAMAGE DEPOSIT REFUND	300.00
Total COMMUNITY CENTER REFUNDS (1210):		600.00
CPS DISTRIBUTORS INC	Wireless controller	2,068.00
Total CPS DISTRIBUTORS INC (124):		2,068.00
DOWL	Fremont Street Sewer Final Design	190.00
Total DOWL (147):		190.00
DREAMLAND SKATEPARKS	replace pool coping around the skate park	11,982.00
Total DREAMLAND SKATEPARKS (1313):		11,982.00
DRUG TESTING SERVICES LLC	DOT and pre-employment testing	490.00
Total DRUG TESTING SERVICES LLC (148):		490.00
DYTA CONSULTING	Worked on Building & Planning contractor page	3,750.00
DYTA CONSULTING	Worked on Building & Planning contractor page	3,750.00
Total DYTA CONSULTING (1222):		7,500.00
ERDMAN COMPANY	Conceptual and design development per contra	440,000.00
Total ERDMAN COMPANY (1282):		440,000.00
FAGNANT LEWIS & BRINDA	Router	189.89
FAGNANT LEWIS & BRINDA	PROF SERVICES LCCC	4,766.50
FAGNANT LEWIS & BRINDA	PROF SERVICES LCCC	840.00

Total FAGNANT LEWIS & BRINDA (332):		5,796.39
FAIRFIELD TREE AND LAWN CARE	injections and trunk spray main street, park tree	1,925.00
Total FAIRFIELD TREE AND LAWN CARE (1055):		1,925.00
FIRTH, DOUG	Kitchen Equipment At Golf Course	7,063.39
Total FIRTH, DOUG (1317):		7,063.39
FLEX SHARE BENEFITS	HRA FUNDS	1,000.00
FLEX SHARE BENEFITS	HRA	55,000.00
FLEX SHARE BENEFITS	HRA	55,000.00-
FLEX SHARE BENEFITS	HRA	55,000.00
FLEX SHARE BENEFITS	HRA - Fontaine	1,000.00
FLEX SHARE BENEFITS	HRA - Fontaine	1,000.00-
Total FLEX SHARE BENEFITS (173):		56,000.00
FREMONT CO SOLID WASTE DISPOS	garbage	24.20
FREMONT CO SOLID WASTE DISPOS	garbage	25.00
FREMONT CO SOLID WASTE DISPOS	CHEMICAL WASTE CLEANUP EVENT 2022	1,000.00
FREMONT CO SOLID WASTE DISPOS	trash run	35.40
FREMONT CO SOLID WASTE DISPOS	park trash	28.20
FREMONT CO SOLID WASTE DISPOS	trash	40.20
FREMONT CO SOLID WASTE DISPOS	trash	30.60
FREMONT CO SOLID WASTE DISPOS	rodeo grounds trash	286.60
FREMONT CO SOLID WASTE DISPOS	main street garbage	21.00
FREMONT CO SOLID WASTE DISPOS	fire works garbage rodeo grounds	249.00
FREMONT CO SOLID WASTE DISPOS	camping trash city park	24.20
FREMONT CO SOLID WASTE DISPOS	rotary picnic city park	23.40
FREMONT CO SOLID WASTE DISPOS	rodeo grounds trash	286.60
FREMONT CO SOLID WASTE DISPOS	rodeo grounds trash	21.00
FREMONT CO SOLID WASTE DISPOS	rodeo grounds trash fire works	249.00
FREMONT CO SOLID WASTE DISPOS	city park trash day of 4th	23.40
FREMONT CO SOLID WASTE DISPOS	city park trash day of 4th	24.20
Total FREMONT CO SOLID WASTE DISPOS (183):		2,392.00
FREMONT COUNTY ASSN OF GOV	Dues	4,000.00
FREMONT COUNTY ASSN OF GOV	Dues	4,000.00
Total FREMONT COUNTY ASSN OF GOV (187):		8,000.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	1,000.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	18,079.83
Total FREMONT COUNTY TREASURER (190):		19,079.83
FREMONT MOTOR COMPANY	steering parts, alignment, sensor	534.90
Total FREMONT MOTOR COMPANY (194):		534.90
GROATHOUSE CONSTRUCTION	Maven Building Construction	419,197.00
Total GROATHOUSE CONSTRUCTION (1294):		419,197.00
HACH COMPANY	Reagents for Cl17 meters	1,156.65
HACH COMPANY	Hach reagents for plant lab	440.70

Total HACH COMPANY (214):		1,597.35
HDR ENGINEERING INC	Tank and Pump Station Engineering	425.00
HDR ENGINEERING INC	Lander Ditches Engineering and Water Rights	2,980.00
Total HDR ENGINEERING INC (994):		3,405.00
HEIN BOND ARCHITECTS	Construction Engineering Services for Maven	5,727.22
Total HEIN BOND ARCHITECTS (1254):		5,727.22
HOMETOWN OIL	fuel	56.07
HOMETOWN OIL	Fuel	66.09
Total HOMETOWN OIL (230):		122.16
HUFF SANITATION	TOILETS FOR MEMORIAL DAY	200.00
Total HUFF SANITATION (239):		200.00
INBERG MILLER ENGINEERS	Cascade Street Engineering	14,762.00
INBERG MILLER ENGINEERS	South 6th Street Engineering	2,159.00
INBERG MILLER ENGINEERS	Engineering for Assisted Living	14,247.75
INBERG MILLER ENGINEERS	CASCADE STREET DESIGN	8,572.50
INBERG MILLER ENGINEERS	S 6TH STREET DESIGN	2,159.00
INBERG MILLER ENGINEERS	TABLE MTN COMMUNITY LIVING - PROF SE	14,247.75
Total INBERG MILLER ENGINEERS (1239):		56,148.00
INQUIREHIRE	background checks	100.00
INQUIREHIRE	background screening preemployment	100.00
Total INQUIREHIRE (1087):		200.00
LANDER CHAMBER OF COMMERCE	2022 SUPPORT	15,000.00
Total LANDER CHAMBER OF COMMERCE (282):		15,000.00
LANDER GOLF & COUNTRY CLUB	2022 SUPPORT	12,000.00
LANDER GOLF & COUNTRY CLUB	2022 SUPPORT	25,000.00
Total LANDER GOLF & COUNTRY CLUB (286):		37,000.00
LANDER ONE SHOT CLUB	membership	100.00
Total LANDER ONE SHOT CLUB (294):		100.00
LANDER SENIOR CITIZENS CENTER	BLDG MAINTENANCE	2,670.08
Total LANDER SENIOR CITIZENS CENTER (296):		2,670.08
LANDER VALLEY TREE CARE	Hanging July 4th banners over main	300.00
Total LANDER VALLEY TREE CARE (1095):		300.00
LOCAL GOVERNMENT LIABILITY POOL	LIABILITY INSURANCE	12,165.50
LOCAL GOVERNMENT LIABILITY POOL	LIABILITY INSURANCE	12,165.50

Total LOCAL GOVERNMENT LIABILITY POOL (316):		24,331.00
LONG BUILDING TECHNOLOGIES	REPAIRS - LCCC	187.50
LONG BUILDING TECHNOLOGIES	HVAC @ CC	187.50
Total LONG BUILDING TECHNOLOGIES (1295):		375.00
LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
Total LOZIER, TERESA (995):		950.00
MASTERCARD	Uniform items	123.72
MASTERCARD	Radios for new vehicles	2,673.00
MASTERCARD	canva monthly subscription	12.99
MASTERCARD	DVD R's for evidence copy videos	20.70
MASTERCARD	Mop and Glo for floors	17.26
MASTERCARD	OEM Radio	143.47
MASTERCARD	Printer toner Black	141.08
MASTERCARD	Gloves and DVD's	166.17
MASTERCARD	DVD Sleeves	13.70
MASTERCARD	Gloves	49.86
MASTERCARD	Safety Belts for Truck 1 ladder	789.99
MASTERCARD	forms	242.14
MASTERCARD	250 Evidence Narc Envelopes	101.96
MASTERCARD	Hotel room for DHS. Will be reimbursed by DH	99.00
MASTERCARD	WATER BILLS	673.04
MASTERCARD	slide door lock	11.99
MASTERCARD	Wifi receiver for weed and pest computer	23.97
MASTERCARD	Wifi receiver for weed and pest computer	38.99
MASTERCARD	Safety glasses and nitrile gloves. Items allocate	31.98
MASTERCARD	Safety glasses and nitrile gloves. Items allocate	268.62
MASTERCARD	2 Computer screens	373.22
MASTERCARD	Folder Holders for Filing	39.80
MASTERCARD	Folders	12.33
MASTERCARD	Safety glasses dispenser for chemical rooms	92.66
MASTERCARD	Monitors for Hunter	380.93
MASTERCARD	Hunter's Keyboard	27.99
MASTERCARD	Cell Phone case	48.99
MASTERCARD	Hunter's Computer	1,685.00
MASTERCARD	Batteries for New pagers	62.99
MASTERCARD	cots for sinks camp	199.96
MASTERCARD	camera charger	23.98
MASTERCARD	New ERG for all fire vehicles	40.35
MASTERCARD	sewer jet suction tube	324.65
MASTERCARD	2 sets of rubber float mats	259.98
MASTERCARD	Thermal Imager	547.90
MASTERCARD	craft supplies camp	5.79
MASTERCARD	craft supplies camp	23.73
MASTERCARD	craft supplies combined 6.50 and 11.50	18.00
MASTERCARD	lnk cartridges	153.78
MASTERCARD	combined invoices for craft supplies	146.27
MASTERCARD	craft supplies camp	9.99
MASTERCARD	craft supplies split inv 98.82 and 102.31	98.82
MASTERCARD	Thermal Imager Case	30.62
MASTERCARD	Decals for the Fuel System (Come compliant wit	105.47
MASTERCARD	Repair Police Bikes	152.33
MASTERCARD	Ammonia solutions	77.37
MASTERCARD	Ammonia solutions	70.98

MASTERCARD	Windows 11 Pro for Public Works Assistant Co	104.45
MASTERCARD	canopy for camp	839.63
MASTERCARD	Tap saddle for house water feed pump	91.07
MASTERCARD	CPR & First Aid training Camp Counselors	97.50
MASTERCARD	Paint for drill field	33.72
MASTERCARD	Sharpies	16.40
MASTERCARD	Renewal ACPFIM	125.00
MASTERCARD	Annual Renewal	2,366.03
MASTERCARD	AWS Bill	20.00
MASTERCARD	Refund	189.77-
MASTERCARD	Supplies	6.48
MASTERCARD	Batteries	36.85
MASTERCARD	Supplies - Fire	213.91
MASTERCARD	plants for park planters	164.00
MASTERCARD	EMS recertification for Shawn McRae Hotel roo	384.00
MASTERCARD	PHONE BILLS	9.48
MASTERCARD	Supplies	19.99
MASTERCARD	PHONE BILLS	100.24
MASTERCARD	PHONE BILLS	129.98
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	PHONE BILLS	129.99
MASTERCARD	Professional Fees	199.00
MASTERCARD	PHONE BILLS	259.98
MASTERCARD	Holiday Inn Express Hotel invoices for two room	266.05
MASTERCARD	Holiday Inn Express Hotel invoices for two room	266.05
MASTERCARD	This is for 3 additional pizzas at \$18.49 each (\$	49.14
MASTERCARD	Pizza for Lander Volunteer Fire Department Vol	249.94
MASTERCARD	Holiday Inn Express hotel charges from 5/22/22	545.00
MASTERCARD	LMS safety training seats A Even & H Roseberr	60.00
MASTERCARD	Cases of paper	471.84
MASTERCARD	Printer	199.00
MASTERCARD	Trash	21.80
MASTERCARD	Art skin for wydot elec box at hwy 287/789. AtL	700.00
MASTERCARD	misc tools and shop supplies	427.49
MASTERCARD	t shirts for summer camps	1,171.01
MASTERCARD	phone bills	417.19
MASTERCARD	phone bills	417.19
MASTERCARD	supplies for summer camp	65.07
MASTERCARD	Runway Lights	474.97
MASTERCARD	new wind screens for the tennis courts	3,947.75
MASTERCARD	Trash	273.06
MASTERCARD	Trash	1,883.31
MASTERCARD	Wyoming Water Association Memebership	600.00
MASTERCARD	Supplies	25.99
MASTERCARD	May Wastewater Testing	228.00
MASTERCARD	2nd Quarter TOC water testing	96.00
MASTERCARD	May wastewater testing	273.00
MASTERCARD	May Wastewater samples	273.00
MASTERCARD	May Wastewater Samples	273.00
MASTERCARD	Fox Parks annual CCR Report	125.00
MASTERCARD	May Wastewater BOD testing	228.00
MASTERCARD	Small Engine gasoline	10.66
MASTERCARD	advertising	823.68
MASTERCARD	Postage WCL I22-01513	5.10
MASTERCARD	Postage WCL L22-01754 UA Kit	5.10
MASTERCARD	Postage WCL I22-01676	5.10
MASTERCARD	Return defective weapon lights to surfire/L17	10.85

MASTERCARD	Postage WCL lab DUI x 2 kits	12.36
MASTERCARD	Postage DUI kits to WCL x2	12.99
MASTERCARD	Postage Gun sight in for repair	9.45
MASTERCARD	degreaser and a fuse	28.58
MASTERCARD	Supplies	80.00
MASTERCARD	Lifting Straps	132.62
MASTERCARD	Phones All Depts	25.76
MASTERCARD	Supplies	69.28
MASTERCARD	Phones All Depts	113.79
MASTERCARD	Phones All Depts	145.93
MASTERCARD	Phones All Depts	203.78
MASTERCARD	Phones All Depts	350.11
MASTERCARD	May 2nd set of BacT samples	60.00
MASTERCARD	breakfast burritos and water	51.56
MASTERCARD	Fittings	209.80
MASTERCARD	Packing tape to ship water samples	13.66
MASTERCARD	Renew call	100.00
MASTERCARD	Gas for City Hall Vehicle on Pinedale Trip	72.55
MASTERCARD	David Harrenga Training in Rock Springs	196.00
MASTERCARD	Calendar for PD	21.48
MASTERCARD	Workpaper manager	2,686.00
MASTERCARD	gold spray paint for nuggets	10.12
MASTERCARD	cleaning supplies	23.00
MASTERCARD	Car wash brush	36.90
MASTERCARD	Masking tape for range	12.39
MASTERCARD	Car wash soap	18.12
MASTERCARD	New Hose for Washing trucks and new bolts for	45.03
MASTERCARD	New padlock for gate, Corner brace for marker	48.19
MASTERCARD	Weed Killer	59.38
MASTERCARD	ACO Catch Pole	147.83
MASTERCARD	Anne Even office furniture 50% down upon orde	2,255.15
MASTERCARD	Storage	40.00
MASTERCARD	Trash	276.01
MASTERCARD	Trash	1,903.68
MASTERCARD	Peloton membership for gym	44.00
MASTERCARD	recertification fees	60.00
MASTERCARD	Safety Equipment	38.98
MASTERCARD	Bags for Water Samples Fitting for pump	21.58
MASTERCARD	First set of June 2022 BacT samples	75.00
MASTERCARD	WHISKEY BARRELS	116.03
MASTERCARD	Gerald retirement lunchh	86.35
MASTERCARD	feed work crew lunch	42.74
MASTERCARD	Prof Services Upwork	630.00
MASTERCARD	National Donut Day for employees	33.24
MASTERCARD	SUPPLIES	182.00
MASTERCARD	SUPPLIES	36.00
MASTERCARD	Safely vest	25.99
MASTERCARD	refill candy dish, council mints	19.25
MASTERCARD	Building maintenance	67.47
MASTERCARD	Grease Gun	56.61
MASTERCARD	supplies	85.80
MASTERCARD	Propane	131.67
MASTERCARD	Marking paint	14.38
MASTERCARD	Replacement switches	10.78
MASTERCARD	Digital calipers for L7 school	21.99
MASTERCARD	Large disposable gloves patrol	19.99
MASTERCARD	Sprayer Repair	81.69
MASTERCARD	Trash Bags for plant	31.99
MASTERCARD	Trash Bags for plant	49.98
MASTERCARD	Stickers for fleet numbers	4.14

MASTERCARD	Weed eater	29.99
MASTERCARD	parts for sprayer for ponds	592.30
MASTERCARD	Tools	28.95
MASTERCARD	bolts for sprayer	2.57
MASTERCARD	sprayer parts	61.80
MASTERCARD	Batteries, ant and wasp spray	47.03
MASTERCARD	Batteries	47.97
MASTERCARD	air freshener	27.42
MASTERCARD	L10 keys for school to Sgts	8.24
MASTERCARD	Runway Lights	2,322.72
MASTERCARD	keys/pin flags	37.55
MASTERCARD	foam brushes	13.66
MASTERCARD	ww lab supplies	138.90
MASTERCARD	ww lab supplies	23.20
MASTERCARD	ww lab supplies	23.20
MASTERCARD	craft supplies for camps	102.31
MASTERCARD	Hosting annual fee for TMLC website. to be paid	168.00
MASTERCARD	new motor for fan in restrooms at park	150.26
MASTERCARD	PHONE BILLS	813.33
MASTERCARD	PHONE BILLS	813.34
MASTERCARD	PHONE BILLS	16.99
MASTERCARD	Camera install LP 11	206.00
MASTERCARD	Camera install LP 16	206.00
MASTERCARD	Camera install LP 17	154.50
MASTERCARD	Batteries	33.10
MASTERCARD	Parts for House water feed pump	138.20
MASTERCARD	Parts for house water feed pump cont.	104.26
MASTERCARD	PVC primer and glue	37.10
MASTERCARD	new handles for grill at north park	240.66
MASTERCARD	Calibration Columns	802.79
MASTERCARD	Supplies for Grundfos pump install	42.25
MASTERCARD	PHONES	449.50
MASTERCARD	PHONES	449.50
MASTERCARD	gas in casper	48.32
MASTERCARD	lumber	30.00
MASTERCARD	Purchase of TMLC domain name. to be paid fro	20.00
MASTERCARD	Caulking for Rodeo tank hatch to limit water intr	23.38
MASTERCARD	refund for ink returned to amazon	33.98-
MASTERCARD	rooms for conference	384.00
MASTERCARD	Water can for chlorine applications in Ellis tank,	20.14
MASTERCARD	Supplies for Grundfos pump install	59.14
MASTERCARD	Supplies for Grundfos pump install	32.19
MASTERCARD	sprinkler parts	22.80
MASTERCARD	Spray pump	302.27
MASTERCARD	Barrel Bolt Lock	8.99
MASTERCARD	Plumbing for new sink in bathroom due to leak	42.27
MASTERCARD	More parts for house water feed pump	85.47
Total MASTERCARD (327):		52,061.47
MCRAE, SHAWN	CPR Certification testing Sinks Canyon Camp C	225.00
Total MCRAE, SHAWN (333):		225.00
MULLINS, STUART	pay registration for buckets basketball camp	1,600.00
Total MULLINS, STUART (1316):		1,600.00
NAPA AUTO PARTS - LANDER	Filters	20.72
NAPA AUTO PARTS - LANDER	Battery	119.12

NAPA AUTO PARTS - LANDER	Tie rod end	122.04
NAPA AUTO PARTS - LANDER	DEF fluid for Truck 1	33.18
NAPA AUTO PARTS - LANDER	Tie rod end	37.49
NAPA AUTO PARTS - LANDER	Belt Tensioner	115.19
NAPA AUTO PARTS - LANDER	Air compressor at fire hall and drill field filter	122.36
NAPA AUTO PARTS - LANDER	Belt	43.19
NAPA AUTO PARTS - LANDER	Spark Plugs	12.04
NAPA AUTO PARTS - LANDER	Brake Pads	36.99
NAPA AUTO PARTS - LANDER	Brake Fluid	8.44
NAPA AUTO PARTS - LANDER	Brake Hose	24.99
NAPA AUTO PARTS - LANDER	antifreeze for drill truck	5.98
NAPA AUTO PARTS - LANDER	belt	22.39
NAPA AUTO PARTS - LANDER	belt	12.19-
NAPA AUTO PARTS - LANDER	V Belt	19.99
NAPA AUTO PARTS - LANDER	parts	35.64
NAPA AUTO PARTS - LANDER	Purge valve	8.23-
NAPA AUTO PARTS - LANDER	TPMS band clamp	15.86
NAPA AUTO PARTS - LANDER	oil filter	3.09
NAPA AUTO PARTS - LANDER	Wiper blades, silicon	29.71
NAPA AUTO PARTS - LANDER	Battery	48.18
NAPA AUTO PARTS - LANDER	Filters	7.69
NAPA AUTO PARTS - LANDER	steering stabilizer and track bar IC-2	169.23
NAPA AUTO PARTS - LANDER	hose clamps	8.26
NAPA AUTO PARTS - LANDER	Batteries and core charge	572.97
NAPA AUTO PARTS - LANDER	Trailer Connector	13.25
NAPA AUTO PARTS - LANDER	Trailer connector	13.01
NAPA AUTO PARTS - LANDER	Filters	37.65
NAPA AUTO PARTS - LANDER	Battery cores and grease	68.10-
NAPA AUTO PARTS - LANDER	Filters	196.06
NAPA AUTO PARTS - LANDER	oil filter	13.33
NAPA AUTO PARTS - LANDER	Intake Manifold	173.71
NAPA AUTO PARTS - LANDER	Thermostat and gasket	18.53
NAPA AUTO PARTS - LANDER	Brake rotors and brake pads	159.99
NAPA AUTO PARTS - LANDER	Wiper Arm	22.09
NAPA AUTO PARTS - LANDER	Brake Cleaner	77.28
NAPA AUTO PARTS - LANDER	Filter	11.71
NAPA AUTO PARTS - LANDER	Ignition Coil	28.60
NAPA AUTO PARTS - LANDER	Battery	67.25
NAPA AUTO PARTS - LANDER	DOT 4 Brake fluid	35.50
NAPA AUTO PARTS - LANDER	Brake caliper and a Brake caliper core	59.43
NAPA AUTO PARTS - LANDER	DOT 3 Brake fluid	8.44
NAPA AUTO PARTS - LANDER	Filters	30.13
NAPA AUTO PARTS - LANDER	oil filter	7.88
NAPA AUTO PARTS - LANDER	tail lamp for SH-1	12.31
NAPA AUTO PARTS - LANDER	Inside door handle	27.19
NAPA AUTO PARTS - LANDER	Mirror	17.45
NAPA AUTO PARTS - LANDER	Filters	38.93
Total NAPA AUTO PARTS - LANDER (353):		2,615.94
OFFICE OF STATE LANDS & INVEST	LOAN PAYMENT CW141	132,000.00
OFFICE OF STATE LANDS & INVEST	LOAN PAYMENT	66,000.00
Total OFFICE OF STATE LANDS & INVEST (372):		198,000.00
OFFICE SHOP, INC.	repairs	115.96
Total OFFICE SHOP, INC. (373):		115.96
ONE CALL OF WYOMING	dig tickets for June 2022	11.75

Total ONE CALL OF WYOMING (374):		11.75
OVERHEAD DOOR COMPANY	garage door opener trolley	1,809.00
Total OVERHEAD DOOR COMPANY (378):		1,809.00
POSTMASTER	POSTAGE - WATER	5,000.00
Total POSTMASTER (399):		5,000.00
RAMAKER & ASSOCIATES	Cims Hosting	800.00
Total RAMAKER & ASSOCIATES (419):		800.00
ROCKY MOUNTAIN POWER	Electricity all depts	274.00
ROCKY MOUNTAIN POWER	Electricity all depts	2,482.85
ROCKY MOUNTAIN POWER	Electricity all depts	3,466.24
ROCKY MOUNTAIN POWER	Electricity all depts	197.79
ROCKY MOUNTAIN POWER	Electricity all depts	3,059.01
ROCKY MOUNTAIN POWER	Electricity all depts	4,166.26
ROCKY MOUNTAIN POWER	Electricity all depts	1,545.50
ROCKY MOUNTAIN POWER	Electricity all depts	613.14
Total ROCKY MOUNTAIN POWER (435):		15,804.79
SHERWIN WILLIAMS	Paint for Streets	1,886.15
Total SHERWIN WILLIAMS (926):		1,886.15
SHIELDS CLEANING	Maintenance LCCC	3,345.83
Total SHIELDS CLEANING (1131):		3,345.83
SWEETWATER AIRE	bldg maint - lccc	805.77
Total SWEETWATER AIRE (484):		805.77
SYBERTECH WASTE REDUCTION	3000 bag rolls lg trash cans	1,048.34
Total SYBERTECH WASTE REDUCTION (486):		1,048.34
TAYLOR DITCH CO.	FEES	100.50
Total TAYLOR DITCH CO. (492):		100.50
TEGELER AND ASSOCIATES	Insurance - Special	2,676.36
Total TEGELER AND ASSOCIATES (933):		2,676.36
THATCHER COMPANY	Tanker of Aluminum Sulfate	8,203.81
THATCHER COMPANY	Pup of Caustic Soda	10,272.68
Total THATCHER COMPANY (498):		18,476.49
TRIHYDRO	Environmental for TMLC USDA grant	5,000.00
Total TRIHYDRO (1208):		5,000.00
TWEEDS WHOLESALE CO.	camp supplies	839.04

TWEEDS WHOLESALE CO.	camp supplies	85.44
TWEEDS WHOLESALE CO.	camp food	164.50
Total TWEEDS WHOLESALE CO. (523):		1,088.98
VAN DIEST SUPPLY CO.	Quinstar Herbicide - Special Management - Spu	649.00
VAN DIEST SUPPLY CO.	Overdrive Herbicide - Special Management - Sp	666.75
VAN DIEST SUPPLY CO.	Esplanade 200 SC Herbicide	697.60
VAN DIEST SUPPLY CO.	Esplanade 200 SC Herbicide	697.60
Total VAN DIEST SUPPLY CO. (542):		2,710.95
VISIONARY BROADBAND	Back up internet for the Water Treatment Plant	105.35
Total VISIONARY BROADBAND (1289):		105.35
WAM - WCCA	ENERGY PAYMENT	2,500.00
Total WAM - WCCA (546):		2,500.00
WESTERN LAW ASSOCIATES	Prof Services	3,123.25
WESTERN LAW ASSOCIATES	LITIGATION	660.00
Total WESTERN LAW ASSOCIATES (559):		3,783.25
WHITING LAW PC	PROF SERVICES	1,220.00
Total WHITING LAW PC (564):		1,220.00
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	3,807.97
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	1,903.98
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	1,903.98
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	158.56
Total WYDOT - FINANCIAL SERVICES (606):		7,774.49
WYOMING FIRST AID & SAFETY SUPPLY	Bi-Annual first aid kit check and update	448.72
WYOMING FIRST AID & SAFETY SUPPLY	Bi-Annual first aid kit check and update	448.73
Total WYOMING FIRST AID & SAFETY SUPPLY (427):		897.45
WYOMING LAW ENFORCEMENT ACAD	Training Wooten Vehicle Dnyanmics	350.00
Total WYOMING LAW ENFORCEMENT ACAD (609):		350.00
WYOMING RETIREMENT SYSTEM	Fire Fighter Retirement	656.25
Total WYOMING RETIREMENT SYSTEM (614):		656.25
Grand Totals:		1,597,580.

Report GL Period Summary

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

4-11-8-A General Requirements for Portable and Temporary Storage Structures.

A. Portable storage structures shall be considered an accessory structure in a residential district. A placement permit from City Administration shall be issued prior to placing a portable structure. Such structure shall not be placed on any lot or in any street without the lot owner, renter, or assignee first obtaining the placement permit.

a. Portable storage structures placed for more than 90 days shall not be placed over or within any platted utility easement nor any other permanent easement of record.

b. Setbacks for all portable storage structures placed for more than 90 days in all residential districts shall meet the setbacks as required in Section 4-11-8 of this code.

B. Temporary Storage structures shall not be placed on any lot or in any street without the lot owner, renter, or assignee first obtaining the placement permit. Such permit will regulate the placement of the temporary structure to be located in either the street, City ROW, front yard, driveway, or side yard of the primary structure.

a. Temporary storage structures shall not be placed over or within any platted utility easement nor any other easement of record without express permission stated on the acquired permit as issued.

b. Setbacks for all temporary portable storage structures in all residential districts shall be the setbacks as required in Section 4-11-8 of this code.

C. For construction projects requesting a building permit, temporary storage structures may be added to the building permit. Under these conditions, temporary storage structures shall be removed prior to issuing the occupancy permit.

This language required a change in the definitions as follows:

76. STORAGE STRUCTURES, PORTABLE: Any structure, including metal containers, which is so designed and constructed to make it portable and capable of movement from one site to another, is designed to be used without a permanent foundation, designed with the purpose of storing tangible property and not designed for occupancy by persons, ~~and to have a minimum of 32 square feet.~~

~~77. STORAGE STRUCTURES, TEMPORARY: Any transportable structure, including metal containers which are placed on a lot for 90 days or less, designed and used primarily for temporary storage of structure materials (before they are utilized for structure purposes) household goods prior to or during moving, and other such materials for use on a temporary basis.~~

Here is a clean copy of the code as now proposed.

Mike Logue, Lance and Hunter have agreed to this language.

- **This does NOT apply to commercial districts**
- **This separates the rules into 3 categories of permanent, temporary and construction projects.**
- **The storage structure placement permit form will be added to our new procedures.**
- **Also, there will be a checkbox for all new building permits for a one-time approval and storage and waste receptacles for the duration of the construction permit.**
- **The placement permit form will allow for extensions of the 90-day permit can be made at the approval of City Administration. With a separate construction process section temporary permits should not have to be extended for any reason.**

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this ____ day of July 2022, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Michael and Kelly Poborsky and Rose Poborsky, whose address is PO Box 155 Lander, WY 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 202 a hangar 40 feet by 40 feet consisting of approximately 1600 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for fifteen (15) years commencing on the ____ day of July 2022, and terminating on the 31st day of December, 2037 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lease has been paid by prior owner for the 2022 proportional year of this Lease and the rental fee for the above-described space. Lessee shall pay to lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this lease shall be \$ 267.60, which

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

equates to \$0,150 (2023 rate) per square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1st, then the first year shall be prorated on a daily basis. The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated, or changed, and new methods of calculation may be used.

6. **AIRCRAFT OWNERSHIP.** Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 502

Plane Number: N7334Q
Manufacturer: Cessna
Year/Make/Model: 1972 C-182 Skylane
Registered Owner(s): Michael & Kelly Poborsky and Rose Poborsky
Address of Lessee: PO Box 155 Lander, WY 82520
Business Phone of Lessee: Mike 307-413-8947 Kelly 307-413-8974
Home Phone of Lessee: Rose 814-242-1597, rose@teamgap.com
Cell Phone of Lessee: Mike 307-413-8947 Kelly 307-413-8974

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

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

Routine owner aircraft maintenance and care are allowed.

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

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

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

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

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

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

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

10. **PROHIBITED USES.** Lessee expressly agrees:

- A. No residential use of any kind shall be permitted in any hangar or on the premises.
- B. Lessee shall not store any explosives, toxic, flammable, combustible, or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair, or restoration of the aircraft.
- C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises.
- E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
- F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
- G. Lessor has the right to tow and remove boats, trailers, campers, or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with movement of aircraft.

11. **CONSTRUCTION OF NEW HANGARS.** Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances, and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow loads. The Lessee shall be responsible for providing pavement or concrete surface

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from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

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

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

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

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

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

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

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

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

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Michael and Kelly Poborsky Rose Poborsky
Address PO Box 155 Lander, WY 82520
Email: mikepoborsky@mac.com Phone: 307-413-8947
Email: rose@teamgap.com Phone: 814-242-1597

19. NON-ASSIGNMENT. Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to store an aircraft in the hangar for more than 45 days in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
20. ENVIRONMENTAL. Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
21. TAXES. Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.
22. BREACH – OTHER THAN NON-PAYMENT OF MONEY. If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay

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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:
 - (1) Notice. Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
 - (2) Termination. If such payments are not made within thirty (30) days after said notice, this Lease and Lessee's rights hereunder shall, at the election of Lessor, forthwith terminate.

23. **DEFAULT AND TERMINATION.**

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.
- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control.

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

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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. **NON-DISCRIMINATION.**

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

E. **REQUIREMENTS OF THE UNITED STATES.**

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

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- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.
 - (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.
- F. **CORPORATIONS.** If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- G. **RETENTION OF GOVERNMENTAL IMMUNITY.** By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- H. **WYOMING LAW.** This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- I. **SEVERABILITY.** If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- J. **NO THIRD-PARTY BENEFICIARY INTENDED.** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- K. **HEADINGS.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- L. **ENTIRE AGREEMENT.** This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

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

SIGNATURES ON FOLLOWING PAGES

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Mike Poborsky

BY: _____
Mayor Monte Richardson

Signature

ATTEST:

City Clerk Tami Hitshew

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this ____ day of _____, 20____, before me personally appeared Monte Richardson, the Mayor, and Tami Hitshew, City Clerk of Lessor to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this ____ day of _____, 20____, before me personally appeared _____, Mike and Kelly Poborsky, Lessor to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

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[illegible]

On this ____ day of _____, 20____, before me personally appeared _____, Rose Poborsky, Lessor to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

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HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this _____ day of _____ 20____, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Joel Otto, whose address is 2946 Sinks Canyon Road, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 411, a hangar 40 feet by 37 feet, consisting of approximately 1480 square feet, Lease area of approximately 1638 square feet located at Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for **fifteen (15) years** commencing on the _____ day of _____, 20____, and terminating on the 31st day of December, **2037** unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.

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5. **RENTAL FEE.** Lessee shall pay to Lessor \$ 245.70 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first year of this Lease shall be \$0.150 (2023 rate) per square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1st, then the first year shall be prorated on a daily basis. The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. **AIRCRAFT OWNERSHIP.** Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 502

Plane Number: to be assigned
Manufacturer: Slipstream
Year/Make/Model: 1994 Genesis Experimental
Registered Owner(s): Joel Otto
Address of Lessee: 2946 Sinks Canyon Road, Lander
Business Phone of Lessee: 307-332-7989
Home Phone of Lessee: same
Cell Phone of Lessee: 307-349-6886

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

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

Routine owner aircraft maintenance and care are allowed.

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

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

10. **PROHIBITED USES.** Lessee expressly agrees:

- A. No residential use of any kind shall be permitted in any hangar or on the premises.
- B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
- C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises.
- E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
- F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
- G. Lessor has the right to tow and remove boats, trailers, campers or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with movement of aircraft.

11. **CONSTRUCTION OF NEW HANGARS.** Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

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

12. **ALTERATIONS OF EXISTING HANGARS.** The Lessee shall not make any alterations, changes or improvements other than repairs to existing hangar structures without the prior written recommendation of the airport board and then the written consent of the Lessor, and then only in strict compliance with all applicable FAA regulations, ordinances and codes of the Lessor. Lessee must also obtain a building permit from Lessor prior to any alternations.
13. **INSURANCE AND INDEMNIFICATION.** Lessee shall always obtain and maintain continuously in effect during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$300,000.00 combined single limit for each accident/occurrence for bodily injury and property damage in or near the hangar or on the hangar space site. Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the hangar, all aircraft and personal property on the premises or in the hangar. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, the Airport Board members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said hangar space and Lessee's hangar and the use of the airport. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above. The liability insurance policy or policies required under the terms of this Agreement shall name Lessor as additional insured.
14. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the Airport Board and "as built" plans of the locations of such utility lines shall be provided to the Airport Board and the City of Lander Public Works Director. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.
15. **SNOW REMOVAL.** The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.

16. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-airport site.
17. **INSPECTION.** Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The Lander Airport Board, its agents and representatives shall have an unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
18. **ADDRESSES FOR NOTICES.** All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Joel Otto
Address: 2946 Sinks Canyon Road, Lander WY 82520
Email: jotto@lisco.com Phone: 307-349-6886

19. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to store an aircraft in the hangar for more than 45 days in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
20. **ENVIRONMENTAL.** Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
21. **TAXES.** Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

22. **BREACH – OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:
- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
 - B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
 - C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
 - D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - (1) **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
 - (2) **Termination.** If such payments are not made within thirty (30) days after said notice, this Lease and Lessee's rights hereunder shall, at the election of Lessor, forthwith terminate.
23. **DEFAULT AND TERMINATION.**
- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
 - B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

C. NONWAIVER. Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

D. NON-DISCRIMINATION.

(1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.

(3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.

E. REQUIREMENTS OF THE UNITED STATES.

(1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.

(2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee's hangar. The relocation of Lessee's hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee's hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible at a request the move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee's hangar according to the above guidelines. This Lease

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

shall be amended if any term of this Lease is required to comply with the above guidelines.

- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.
 - (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.
- F. **CORPORATIONS.** If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- G. **RETENTION OF GOVERNMENTAL IMMUNITY.** By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- H. **WYOMING LAW.** This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- I. **SEVERABILITY.** If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- J. **NO THIRD-PARTY BENEFICIARY INTENDED.** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- K. **HEADINGS.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- L. **ENTIRE AGREEMENT.** This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Joel Otto

BY: _____
Mayor Monte Richardson

Signature _____

ATTEST:

City Clerk Tami Hitshe

[illegible]

On this ____ day of _____, 20____, before me personally appeared Monte Richardson, the Mayor, and Tami Hitsheew, City Clerk of Lessor to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

[illegible]

On this ____ day of _____, 20____, before me personally appeared _____, Joel Otto, of Lessor to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____



CHANGE ORDER

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

CHANGE ORDER NO. 02

DATE: June 30, 2022

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

CONTRACT DATE: January 5, 2022

THE CONTRACT IS CHANGED AS FOLLOWS:

Revisions to some exterior finishes as described in Proposal Request 02B, for the cost as described in Change Order Proposal 02B: \$10,993
Electrical changes in the office areas, including adding floor outlets as described in Proposal Request 03B, for the costs as described in Change Order Proposal 03B: \$9,959
Delete electrical circuits to access controlled doors as described in Proposal Request 05, for the cost reduction as described in Change Order Proposal 05: **(\$4,896)**

Exhibits / Attachments: PR02B (5/3/2022, Hein|Bond Architects), PR 03B (5/19/2022, Hein|Bond Architect), PR 05 (5/19/2022, Hein|Bond Architects), COP-2B (6/6/2022, Groothouse Construction), COP-3B (6/1/2022, Groothouse Construction), COP-5 (6/1/2022, Groothouse Construction)

The Original Contract Sum was	\$6,038,592.00
Net change by previously authorized Change Orders	\$39,279.00
The Contract Sum prior to this Change Order was	\$6,077,871.00
The Contract Sum will be increased by this Change Order in the amount of	\$16,056.00
The new Contract Sum including this Change Order	\$6,093,927.00
The Contract Time will be increased by	0 days
The Date of Substantial Completion as of the date of this Change Order is	December 31, 2022

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: 2022.07.01
08:59:40-06'00'

Hein|Bond Architects

Wayne Kitchen
Digitally signed by: Wayne Kitchen
DN: CN = Wayne Kitchen email =
wkitchen@groothouse.com C =
US O = Groothouse Construction
Date: 2022.07.01 10:04:38 -06'00'

Groothouse Construction Inc.

Cade Maestas
Digitally signed by Cade Maestas
DN: cn=Cade Maestas, gm=Cade
Maestas, o=US United States, ou=United
States co=Maven
e=cade@maestabuilt.com
Reason: I have reviewed this document
Location:
Date: 2022-07-01 14:15-06:00

Maven

City of Lander

Jeff Bond
BY

Wayne Kitchen
BY

Cade Maestas
BY

Monte Richardson
BY

Date

Date

Date

Date



CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 06-Jun-22

Change Order Proposal NO: 02B

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 02B - Change in Siding Material

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
B492	BP 07B	Pricing per attached breakdown from Brothers Construction	1	ls				10,000		10,000	
S20	BP 08B	Pricing per attached breakdown from Shrader Metal and Design	1	ls				(1,330)			(1,330)
S92	BP 07A	Pricing per attached breakdown from SDI	1	ls				3,620		3,620	
GC	BP 01	OSB	1	ls		(800)					(800)
GC	BP 01	Tyvek	1	ls		(280)	(250)				(530)
GC	BP 01	Insulation	1	ls		(540)	(750)				(1,290)
GC	BP00	Project Administration	2	hr	100				200	200	
SUBTOTALS:						(1,620)	(1,000)	12,290	200	13,820	(3,950)

NOTES: This COP is the result of changes illustrated in PR 02B for the changes to exterior siding.

ADD SUBTOTAL	\$	13,820
DEDUCT SUBTOTAL	\$	(3,950)
SUBTOTAL	\$	9,870
INSURANCE/BOND (1.375%)	\$	136
OH/PROFIT (10%)	\$	987
TOTAL COST	\$	10,993

ACCEPTED:

Groathouse Construction, Inc.: _____ DATE: _____

Owner: _____ DATE: _____

Architect/Engineer : _____ DATE: _____

BROTHER'S CONSTRUCTION COMPANY

419 Pinion Street
Rock Springs, WY
82901

Phone: 307-389-7863
307-389-7814



Proposal Request No 2: PR 02B/ Maven Headquarters

CLIENT: Groathouse Construction

ESTIMATE DATE: 06 / 06 / 2022.

DESCRIPTION	PRICE
- Deduct 500 sqft	-\$ 7,500.00
- Add 1,000 sqft	\$ 15,000.00
- Add Horizontal Lines V-Joint at 12" spacing	\$ 2,500.00
Total	\$10,000.00

NOTES

Price includes Materials & Labor to perform job.

wkitchen@groathouse.com

From: gene@schradercody.com
Sent: Wednesday, June 1, 2022 5:27 PM
To: wkitchen@groathouse.com
Subject: Maven HQ PR-02B

Wayne:

Our deduct to the project to make the siding changes shown in PR-02 B is net deduct of \$1,330.00.
Please call me on my cell 307-899-2887 with questions or concerns.

Thank You,

Gene Schrader
President
Schrader Metal & Design, Inc.
P.O. Box 1538
2420 Sheridan Avenue
Cody, WY 82414
Office: 307-587-2288
Fax: 307-587-8244
gene@schradercody.com



**STANDARD
DRYWALL
INC.**

**COMMERCIAL
DRYWALL
METAL FRAMING**

LATH & PLASTER

**SUSPENDED
ACOUSTICAL
CEILINGS
WALLPANELS**

FIREPROOFING

EIFS

**REGIONAL/
ACCOUNTING OFFICE:
3100 PALISADES Dr.
CORONA, CA 92880
PH 951.256.8656
FX 951.256.8657**

ADDITIONAL OFFICES

**DEL VALLE, TX
JACKSON, WY
LAKESIDE, CA
LAS VEGAS, NV
SALT LAKE CITY, UT**

CA # 44328

June 6, 2022

Wayne Kitchens
Groathouse
Maven Outdoor Equipment Company HQ
1042 Speedgoat Dr. - Lander, Wy

Re: PR#2.B
SDI: 002

Re: Exterior Skin

Wayne,

Per your request, see attached pricing and back up for densglass adds to exterior elevations. Deduct is from West balcony location.

MATERIAL/EQUIPMENT:	\$1,749
LABOR:	\$3,320
OH/P:	\$447
(DEDUCT)	\$632.00

Value of this Change Request **\$3,620**

Attached is a breakdown associated with the above changes.

Qualifications:

1. This price excludes acceleration and time extensions to the contract.
2. This price is based upon the above work being performed within the normal sequence of the surrounding construction.
3. The above pricing is valid for thirty (30) days.

If you should have any questions or require clarification of any kind, please do not hesitate to call.
Sincerely,

STANDARD DRYWALL, INC.

Ben Hufstedler
Project Manager

002



Proposal Request

PROJECT: Maven Headquarters

DATE: 05/03/22

CONTRACTOR: Groathouse Constructions Inc.

CONTRACT DATE: 01/05/22

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within **Z** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

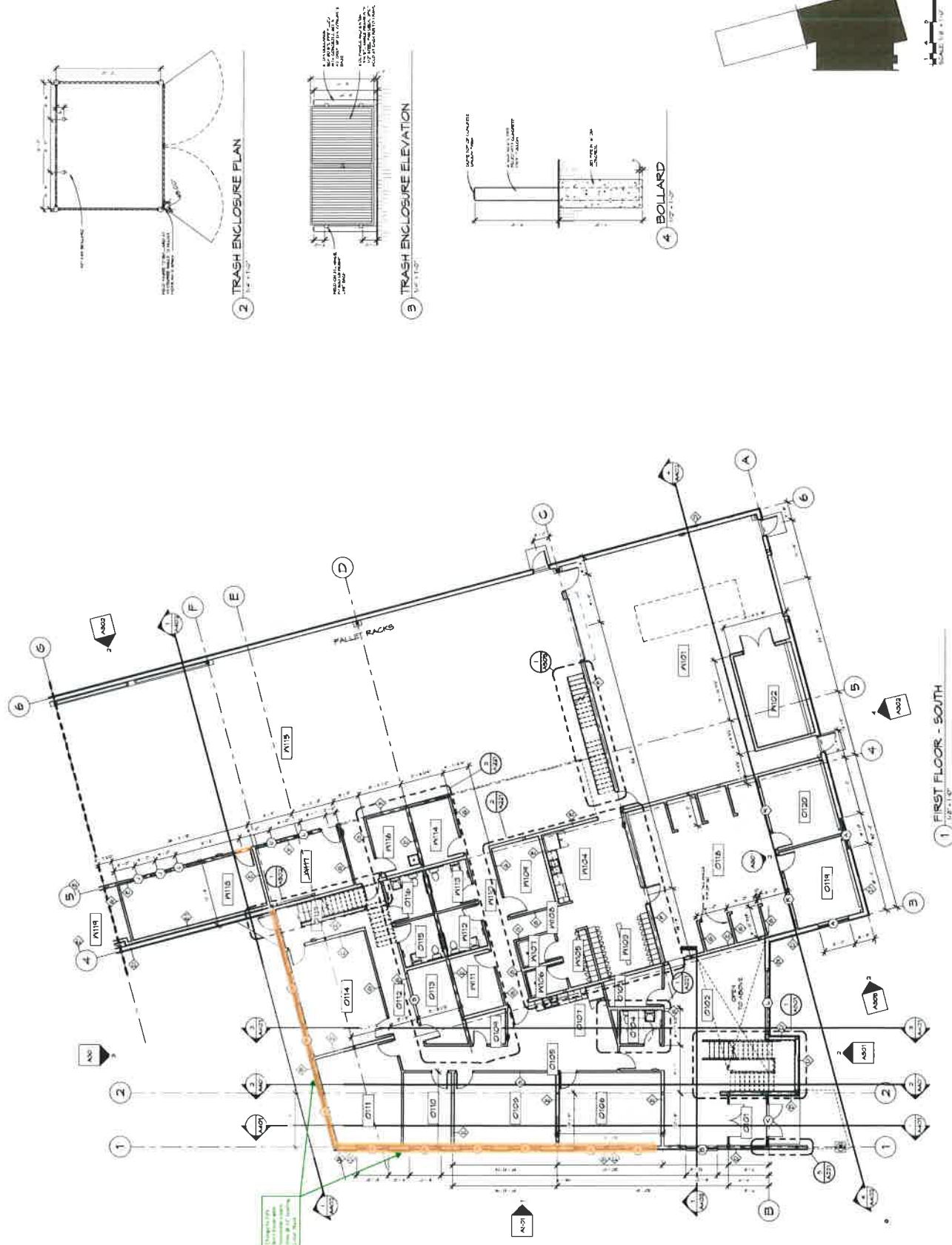
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

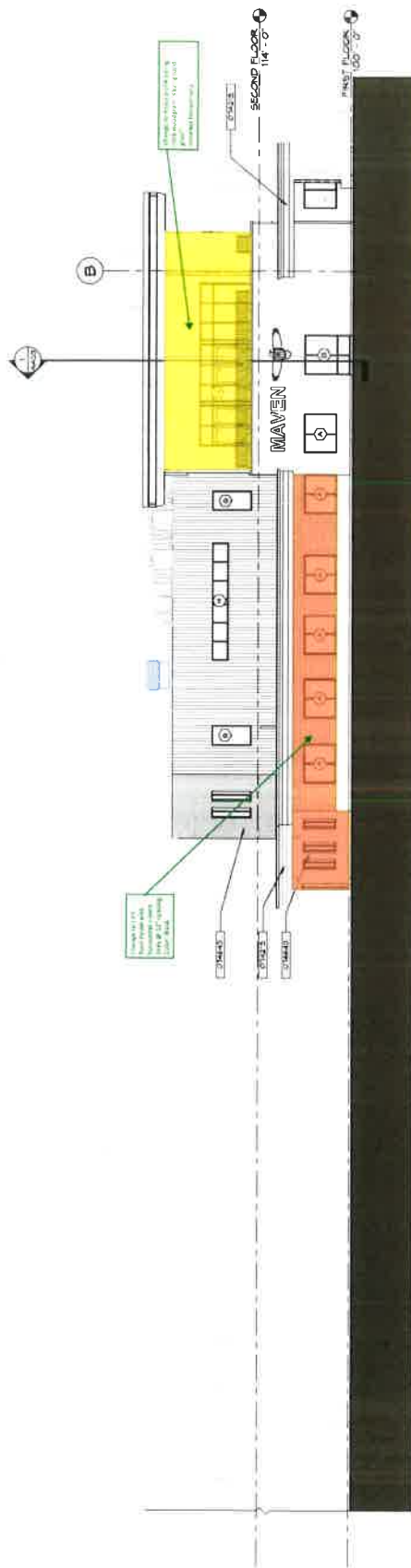
DESCRIPTION: Maven would like to consider changing some areas of the exterior from EIFS to metal panel.
See attached drawings designating areas that would be changed

- Change metal panel siding To EIFS as indicated (reference wall type B)
- Change EIFS to metal panel siding as indicated (reference wall type D)
(color, style and orientation as noted).

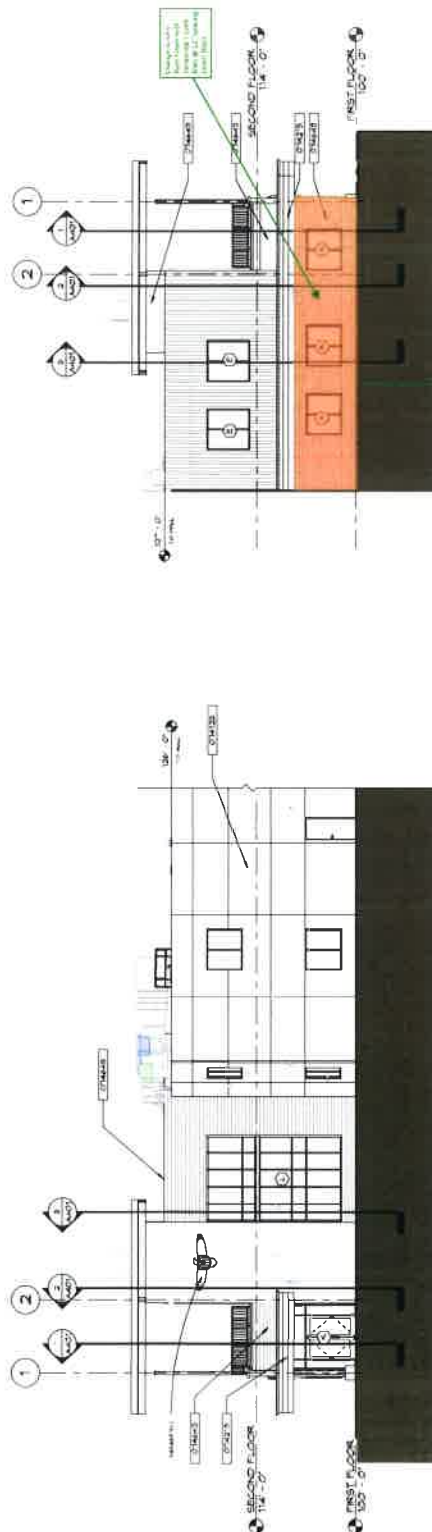
ATTACHMENTS: A101, A111, A301 (with notations)

REQUESTED BY: Owner (Maven)





1 OFFICE WEST
100-1-22



2 OFFICE SOUTH (ENTRY)

3 OFFICE NORTH
1/2" x 1-5"



CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 01-Jun-22

Change Order Proposal NO: 03B

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 03B - Additional Power and Data Drops

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
M55	BP 19A	Pricing per attached breakdown from Modern Electric	1	ls				8,742		8,742	
GC	BP00	Project Administration	2	hr	100				200	200	
SUBTOTALS:								8,742	200	8,942	

NOTES: This COP is the result of changes illustrated in PR 03B for added drops of power and data.

ADD SUBTOTAL	\$	8,942
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	8,942
INSURANCE/BOND (1.375%)	\$	123
OH/PROFIT (10%)	\$	894
TOTAL COST	\$	9,959

ACCEPTED:

Groathouse Construction, Inc. _____ DATE: _____

Owner: _____ DATE: _____

Architect/Engineer _____ DATE: _____



Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601
307-266-1711

Client Address:

Groathouse Const.

1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: Maven

Contract #: 03/23/2022

Project Name: Maven VE

Project #: 12-22-21 #3

Client PCO #: 03B

Work Description

This price is good for acceptance within 30 days from the date of receipt.

We request a time extension of 0 days.

We will supply and install all materials, labor, and equipment as per your instructions

PCO Pricing based odd of PR#03B received from Wayne Kitchen dated 5.19.22.

Notes/Clarifications:

- Darren Beckloff confirmed we need a data drop to the 1st floor conference room floor box, and we have included that in this PCO

Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601

Client Address:

Groathouse Const.

1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: **Maven**

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #:

Itemized Description

Description	Qty	Total Mat. \$	Total Hours
3/4" Conduit - EMT 10' Lengths	113.000	147.79	7.006
1" Conduit - EMT 10' Lengths	1.000	2.22	0.068
1-1/4" Conduit - EMT 10' Lengths	20.000	73.91	1.560
3/4" Conduit - PVC 40 10' Lengths	70.000	83.92	3.920
1" Conduit - PVC 40 10' Lengths	60.000	95.50	3.900
3/4" Elbow 90 Degree - RMC Galvanized	4.000	32.70	2.000
1" Elbow 90 Degree - RMC Galvanized	6.000	76.05	3.720
3/4" Coupling - EMT Set Screw Steel	11.100	2.89	0.666
3/4" Coupling - PVC	4.000	1.00	0.400
1" Coupling - PVC	6.000	1.91	0.600
3/4" Connector - EMT Set Screw Steel	4.000	0.88	0.480
3/4" Connector - EMT Set Screw Steel	2.000	0.44	0.240
1" Connector - EMT Set Screw Steel	1.000	0.37	0.150
1" Bang On Insulating Bushing - EMT	1.000	0.30	0.050
1-1/4" Bang On Insulating Bushing - EMT	30.000	9.00	1.500
3/4" Locknut - Steel	8.000	1.02	1.120
3/4" Locknut - Steel	3.000	0.38	0.420
1" Locknut - Steel	12.000	2.77	2.040
3/4" Female Adapter - PVC Socket to Threaded	4.000	1.96	0.800
1" Female Adapter - PVC Socket to Threaded	6.000	3.99	1.320
PVC Cement Standard (per US Oz)	1.200	0.60	0.000
2-1/8" D4" Square Box 1" KO	1.000	9.25	0.350
2-1/8" D4" Square Box 1/2 & 3/4" KO	9.000	12.89	3.150
1-Gang x 3/4" D4" Square Plaster Ring - Steel	8.000	6.40	1.600
4" Square Box Cover Flat Blank - Steel	2.000	0.92	0.180
#12 Black Wire THHN / T90 - Copper	398.200	80.00	2.987
#12 Green Wire THHN / T90 - Copper	199.100	40.00	1.493
#16 to #10 Wire Connector Live Spring Twist-On - 600V	10.000	1.30	0.800
3/4" 1-Hole Strap - EMT Steel	2.000	0.21	0.100
1" 1-Hole Strap - EMT Steel	1.000	0.17	0.050
3/4" 2-Piece Strut Clamp - EMT Steel Zinc Plated	12.065	17.90	0.452
3/4" Conduit Clip Screw-On to Metal Stud	2.000	1.97	0.160
1" Conduit Clip Screw-On to Metal Stud	1.000	1.00	0.080
1" Single-Sided High Performance J-Hanger (1-Hook)	55.000	138.92	3.438
3/4" Single-Sided J-Hanger (1-Hook)	5.000	10.29	0.313
1/4-20 Beam Clamp w/ Threaded Hole - Malleable	5.000	5.09	1.875
1/4-20 x 1" L Hex Head Bolt - Plated Steel Grade 2	2.000	0.20	0.069
1/4-20 x 1/2" L Hex Head Bolt - Plated Steel Grade 5	5.000	0.55	0.172
1/4-20 x Up to 3-1/4" D Twist-On Nut for 1-5/8" Wide Strut - Steel Zinc Plated	2.000	4.49	0.170
#12 x 1/2" Self-Tapping Screw Pan Head Phillips- Plated Steel	40.000	1.90	1.576
#8 x 1/2" Self-Tapping Screw Wafer Head Phillips up to 12 Gauge	4.000	0.30	0.155
3/4" Conduit Clip Snap Close w/ Box Support & 9/32" Mounting Hole (helicopter)	2.000	9.43	0.125

Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601

Client Address:

Groathouse Const.

1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: **Maven**

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #:

Description	Qty	Total Mat. \$	Total Hours
6 Port Wago (Ideal) - #30-088J	6.000	1.74	0.072
Orbit FB3 Fixed 3 Position Bracket	3.000	13.62	0.510
P&S Plug Tail - BLK/WHT/GRN - #PTR46-STR	2.000	3.84	0.400
8" #12 INS STR WIRE GND PIG TAIL	2.000	2.30	0.160
Orbit BMCS- Conduit Support Flange	8.000	11.00	0.640
Floor Box rough in	3.000	1,536.69	6.000
Floor Box Trim out	3.000	60.00	4.500
cable pull	960.000	9.60	8.640
1 1/4" emt wall sleeves	11.000	275.00	11.000
Totals	2,130.665	2,796.53	83.177

Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601

Client Address:

Groathouse Const.

1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: Maven

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #:

Summary

Extension Materials				%	Total	
Database Material					2,796.57	
Total Extension Material Cost					2,796.57	
Material Tax				6.00	167.79	
Material Overhead				10.00	296.44	
Material Markup				5.00	163.04	
Total Extension Material						3,423.84
Labor	Hours	Rate	Sub Total	%	Total	
Field Labor						
Guarantee	2.495	72.00	179.66			
Project Manager	6.654	75.00	499.06			
Safety	2.911	72.00	209.61			
Cleanup	3.327	72.00	239.55			
Total Field Labor					1,127.88	
Total Labor Cost					1,127.82	
Total Labor						1,127.82
Sub Total 1						4,551.66
Subcontracts		Cost	Tax %	OH %	MU %	Total
Comtronix		4,191.00	0.000	0.000	5.000	4,400.55
Total Subcontracts						4,400.55
Sub Total 2						8,742.66
Final Adj					-0.008	-0.66
Total Adjustments						-0.66
Total						8,742.00

Contractor Certification

Name:

Date:

Signature:

I hereby certify that this quotation is complete and accurate based on the information provided

Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601

Client Address:

Groathouse Const.

1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: Maven

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #:

Client Acceptance

PCO #: 1

Final Amount: \$ 8,742.00

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work



Proposal Request

PROJECT: Maven Headquarters

DATE: ~~03/22/22~~ 5/19/2022

CONTRACTOR: Groathouse Constructions Inc.

CONTRACT DATE: 01/05/22

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: Please have the **Electrical Contractor** provide an itemized breakdown of costs for the following proposed changes on the above-referenced project:

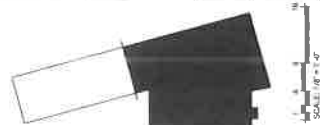
1. Provide new power and data outlets as shown marked up on plans for E211 & E221.

Please call 605-718-8225 if you have any additional questions or comments regarding these items.

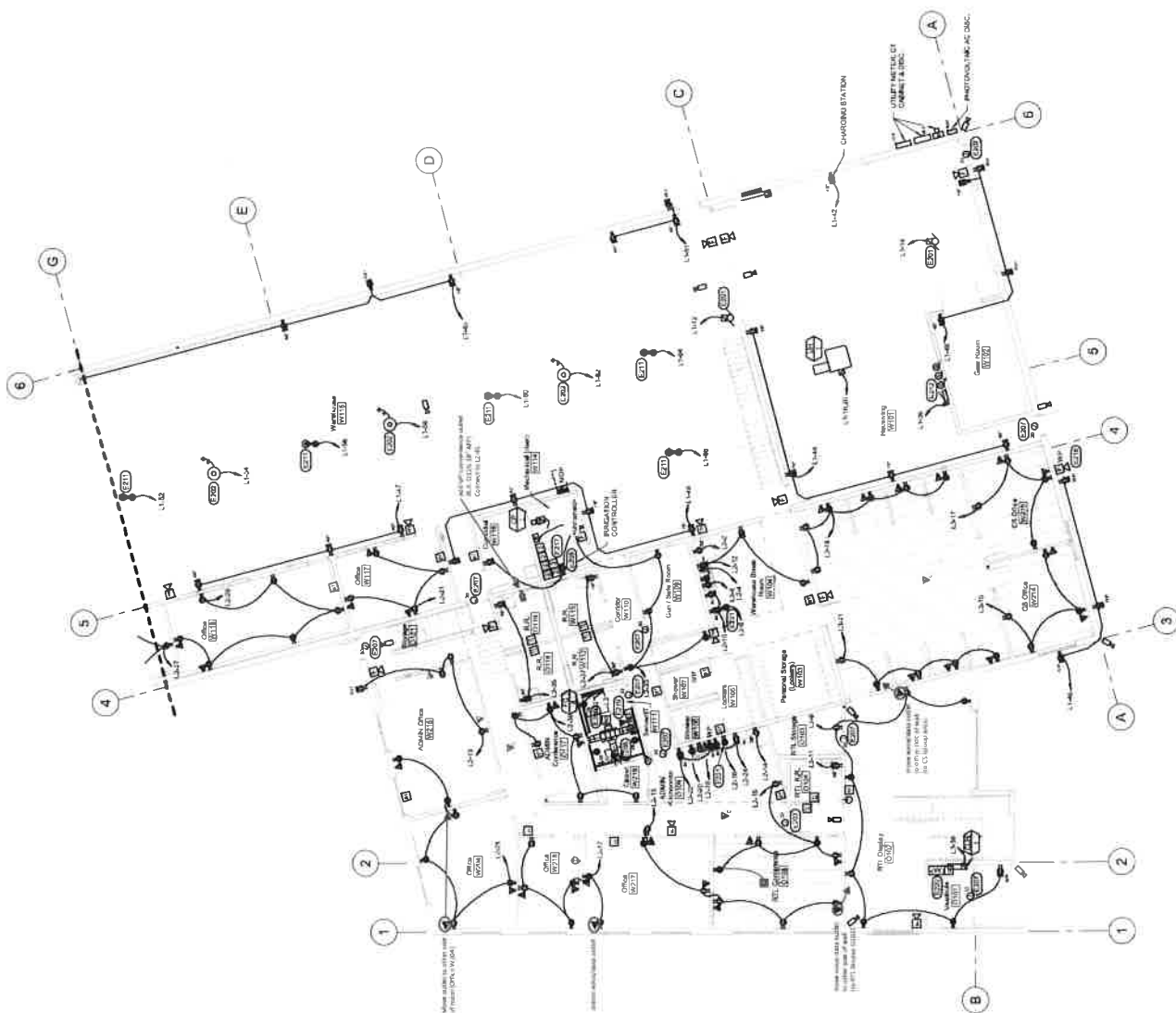
ATTACHMENTS: E211, E221 (with notations)

REQUESTED BY: Owner (Maven)

1-00 Title Date Current By	101-00000 2010/10/27/18 JALM	REVISIONS 101-00000		FIRST FLOOR POWER/SIGNAL PLAN SOUTH	E211
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[illegible]

THE UNIVERSITY OF ALABAMA, TUSCALOOSA, ALABAMA 35486-0001

[illegible]

1 FIRST FLOOR POWER/SIGNAL PLAN - SOUTH



CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 01-Jun-22

Change Order Proposal NO: 05

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 05 - Delete Access Control

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
M55	BP 19A	Pricing per attached breakdown from Modern Electric	1	ls				(4,196)			(4,196)
A675	BP 09	Pricing per attached break down from ADH	1	ls				(400)			(400)
GC	BP00	Project Administration	2	hr	100				200	200	
SUBTOTALS:								(4,596)	200	200	(4,596)

NOTES: This COP is the result of changes illustrated in PR 05 for delete of access control.

ADD SUBTOTAL	\$	200
DEDUCT SUBTOTAL	\$	(4,596)
SUBTOTAL	\$	(4,396)
INSURANCE/BOND (1.375%)	\$	(60)
OH/PROFIT (10%)	\$	(440)
TOTAL COST	\$	(4,896)

ACCEPTED:

Groathouse Construction, Inc.: _____ DATE: _____

Owner: _____ DATE: _____

Architect/Engineer: _____ DATE: _____



Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601
307-266-1711

Client Address:

Groathouse Const.

1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: Maven

Contract #: 03/23/2022

Project Name: Maven VE

Project #: 12-22-21 #3

Client PCO #: PR #05

Work Description

This price is good for acceptance within **14** days from the date of receipt.

We request a time extension of **0** days.

We will supply and install all materials, labor, and equipment as per your instructions

This is the credit as per PR request #05 dated 5/19/22. Removing the 120v power supply for the (10) called out doors that were going to get roughed in for access control.

Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601

Client Address:

Groathouse Const.

1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: Maven

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #: PR #05

Itemized Description

Description	Qty	Total Mat. \$	Total Hours
1/2"Conduit - EMT 10' Lengths	-335.000	-344.35	-9.313
3/4"Conduit - EMT 10' Lengths	-10.000	-16.10	-0.320
1/2"Coupling - EMT Set Screw Steel	-33.500	-145.45	-1.072
3/4"Coupling - EMT Set Screw Steel	-1.000	-6.74	-0.040
1/2"Connector - EMT Set Screw Steel	-22.000	-74.05	-1.760
3/4"Connector - EMT Set Screw Steel	-2.000	-10.95	-0.200
2-1/8" D4" Square Box 1/2 & 3/4" KO	-1.000	-9.07	-0.230
2-1/8" D4" Square Box 1/2 & 3/4" KO	-10.000	-102.63	-2.300
4" Square Box Cover Flat Blank - Steel	-1.000	-2.46	-0.025
4" Square Box Cover Flat Blank - Steel	-10.000	-19.61	-0.250
#12 BlackWire THHN / T90 - Copper	-781.000	-530.99	-4.022
#12 GreenWire THHN / T90 - Copper	-379.500	-258.01	-1.954
#16 to #10Wire Connector Live Spring Twist-On - 600V	-11.000	-2.31	-0.770
3/4" x 1/4"Conduit Clip Snap Close Flange Hanger Bottom Mount	-39.500	-73.28	-3.239
#8 x 1/2"Self-Tapping Screw Wafer Head Phillips up to 12 Gauge	-2.000	-0.14	-0.048
3/4" x 1/4"Conduit Clip Snap Close w/ Box Support Flange Hanger Bottom Mount (helicopter)	-1.000	-6.02	-0.092
Totals	-1,639.500	-1,602.15	-25.635

Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601

Client Address:

Groathouse Const.

1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: Maven

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #: PR #05

Summary

				%	Total	
Extension Materials						
Database Material					-1,602.16	
Total Extension Material Cost					-1,602.16	
Material Tax				6.00	-96.13	
Material Overhead				10.00	-169.83	
Material Markup				5.00	-93.41	
Total Extension Material						-1,961.52
Labor		Hours	Rate	Sub Total	%	Total
Field Labor						
Journeyman		-25.635	72.00	-1,845.72		
Warranty		-0.769	72.00	-55.37		
Project Manager		-2.051	75.00	-153.81		
Safety		-0.897	72.00	-64.60		
Cleanup		-1.025	72.00	-73.83		
Total Field Labor						-2,193.33
Total Labor Cost						-2,193.30
Total Labor						-2,193.30
Sub Total 1						-4,154.83
Sub Total 2						-4,154.83
Bonding					1.000	-41.55
Final Adj					-0.009	0.38
Total Adjustments						-41.17
Total						-4,196.00

Contractor Certification

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided

Proposed Change Order

Casper
246 W 1st Street
Casper, Wyoming 82601

Client Address:
Groathouse Const.
1050 N. 3rd Street, Suite A
Laramie, Wyoming 82072

Contract Name: Maven
Contract #: 03/23/2022
Project Name: 12-22-21 #3
Project #: Maven VE
Client PCO #: PR #05

Client Acceptance

PCO #: 2
Final Amount: -\$ 4,196.00

Name: _____
Date: _____

Signature: _____
Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work

Toll Free: 877-259-6573

Phone: 406-259-6573

Fax: 406-259-6358

www.adhmontana.com

ADH

CHANGE ORDER

650 Central Avenue

Billings, MT 59102

Job Name: Maven Outdoors Headquarters

Date: 5/31/22

Job Location: Lander, WY

C.O. #: 1

Contractor: Groathouse Construction

ADH Rep JT

Attn: Wayne Kitchen

Address: 1050 N 3rd Street, Suite A Laramie, WY 82072

Phone: (307) 745-4119

ASI/Proposal PR #03

Quantity	Description of Change	Unit Price	Extended Price
2	PS902 x 900-2RS power supply from HW Set 20	-\$200.00	-\$400.00 deduct

Total Change Order

-\$400 add

THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.

The prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the established terms and conditions specified in the original contract unless otherwise specified.

Authorized Contractor Signature

Date:

Owner Signature

Date:



Proposal Request

PROJECT: Maven Headquarters

DATE: 05/19/22

CONTRACTOR: Groathouse Constructions Inc.

CONTRACT DATE: 01/05/22

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: The Owner will contract with a security vendor for the access control system. It is anticipated that the security vendor will run low voltage power from the IT room to the doors, therefore the 120V circuits show on E211 will no longer be needed.

- Delete the 120V circuits and related conduit, boxes, etc. from the 10 doors shown on attached E211.
- Delete the power supply from the same 10 doors associated hardware
 - Hardware Group 020: Power Supply, PS902
 - Hardware Group AL-02: Power Supply, PS902

ATTACHMENTS: E211 (with notations)

REQUESTED BY: Owner (Maven)



Proposal Request

PROJECT: Maven Headquarters

DATE: 05/03/22

CONTRACTOR: Groathouse Constructions Inc.

CONTRACT DATE: 01/05/22

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within 7 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

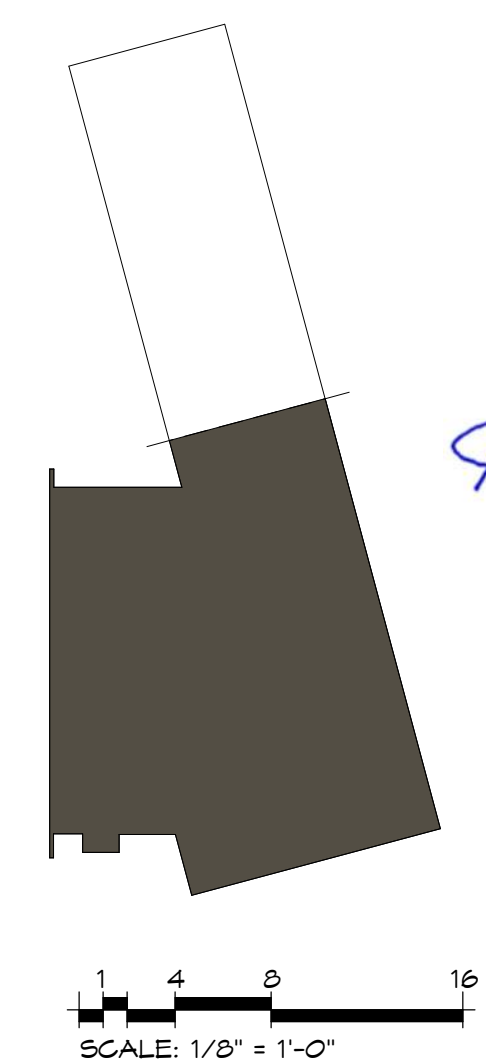
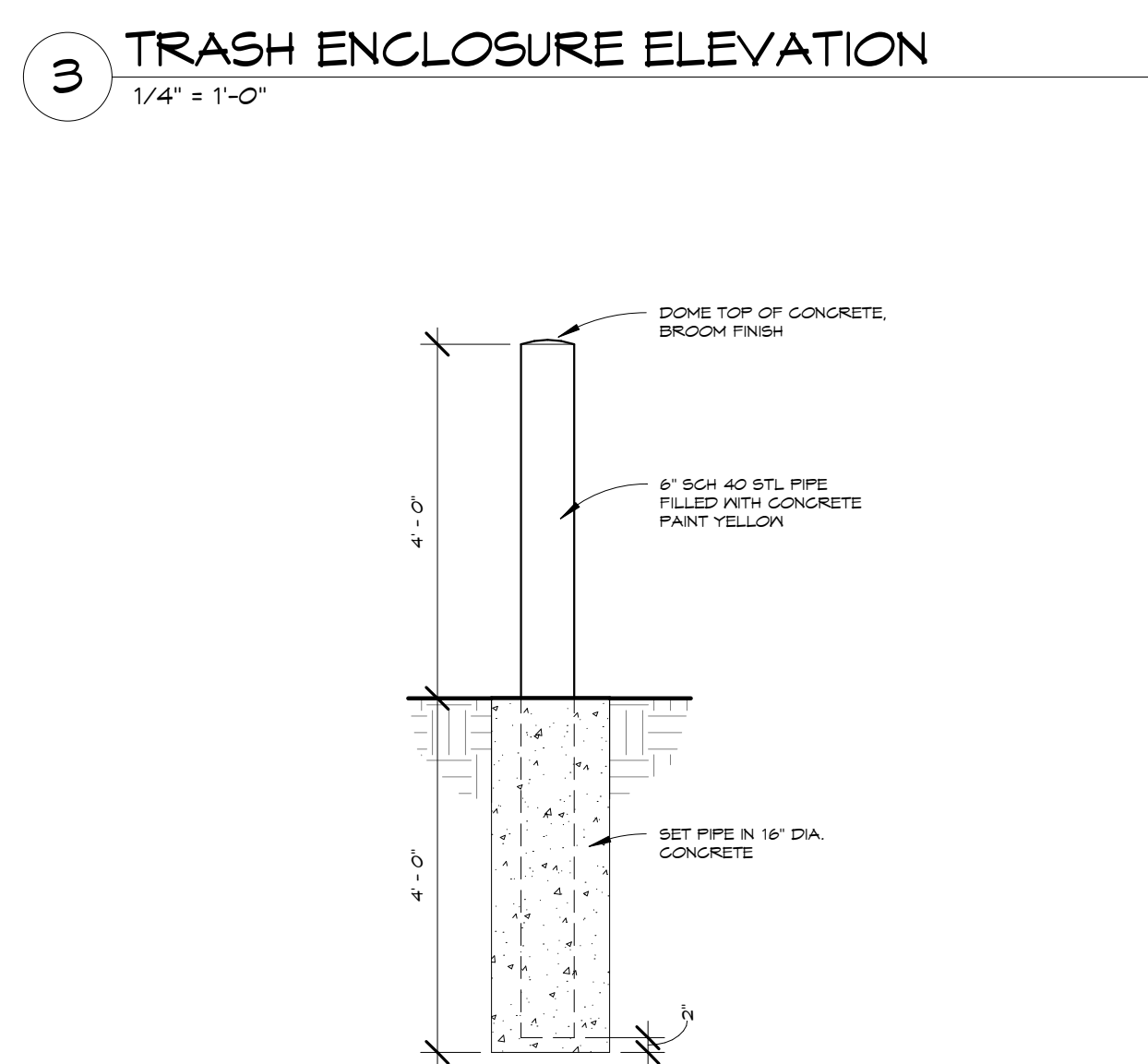
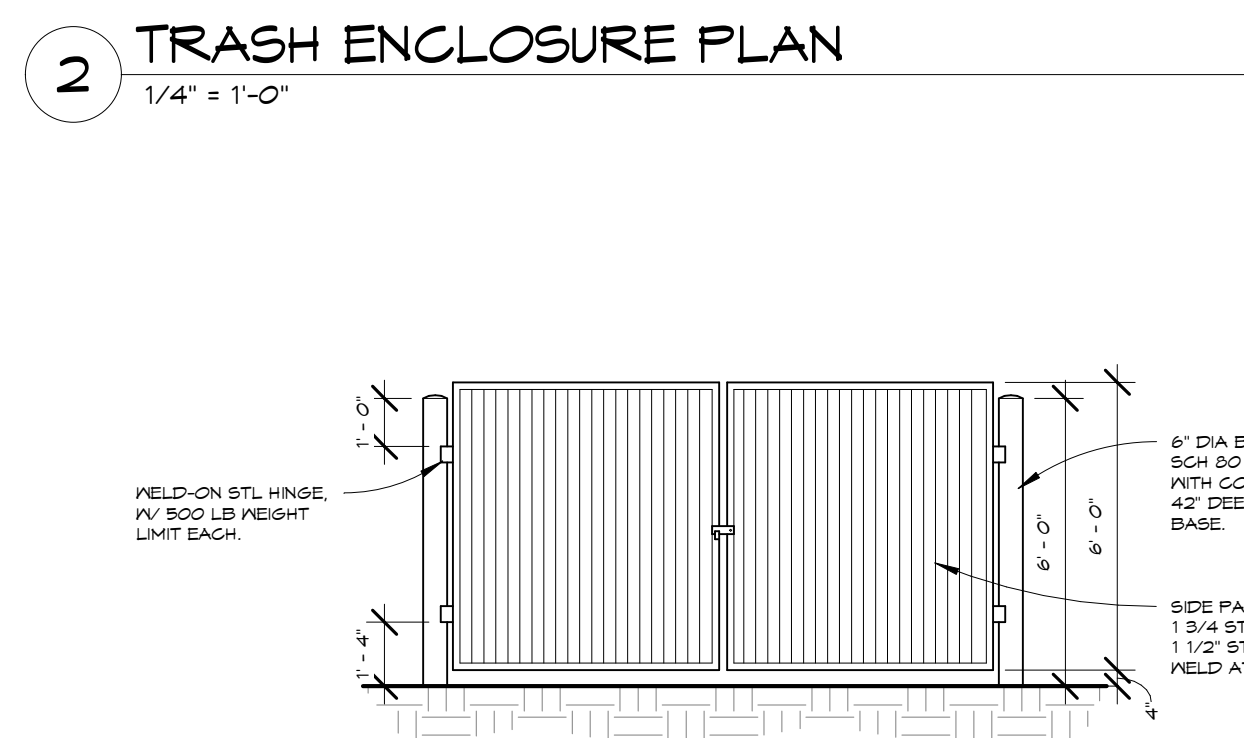
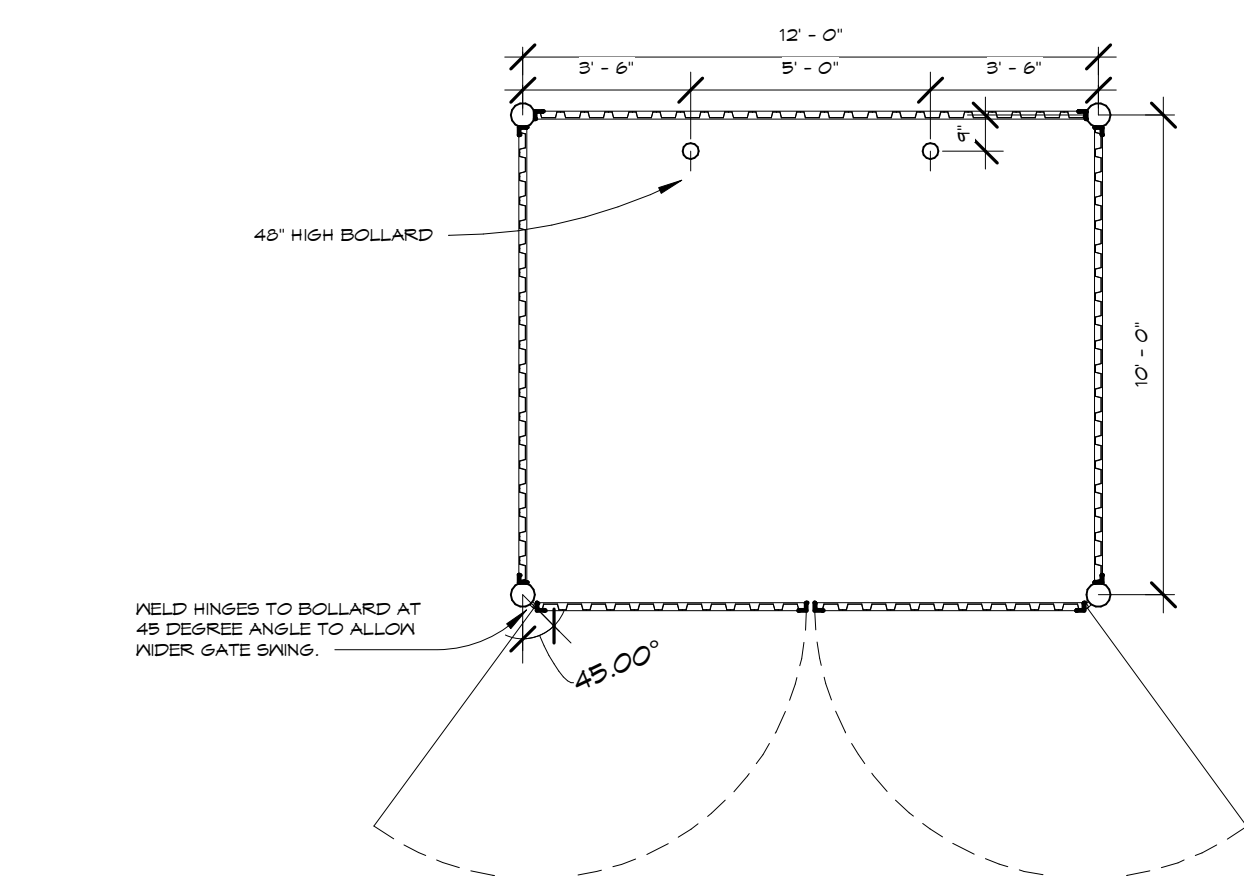
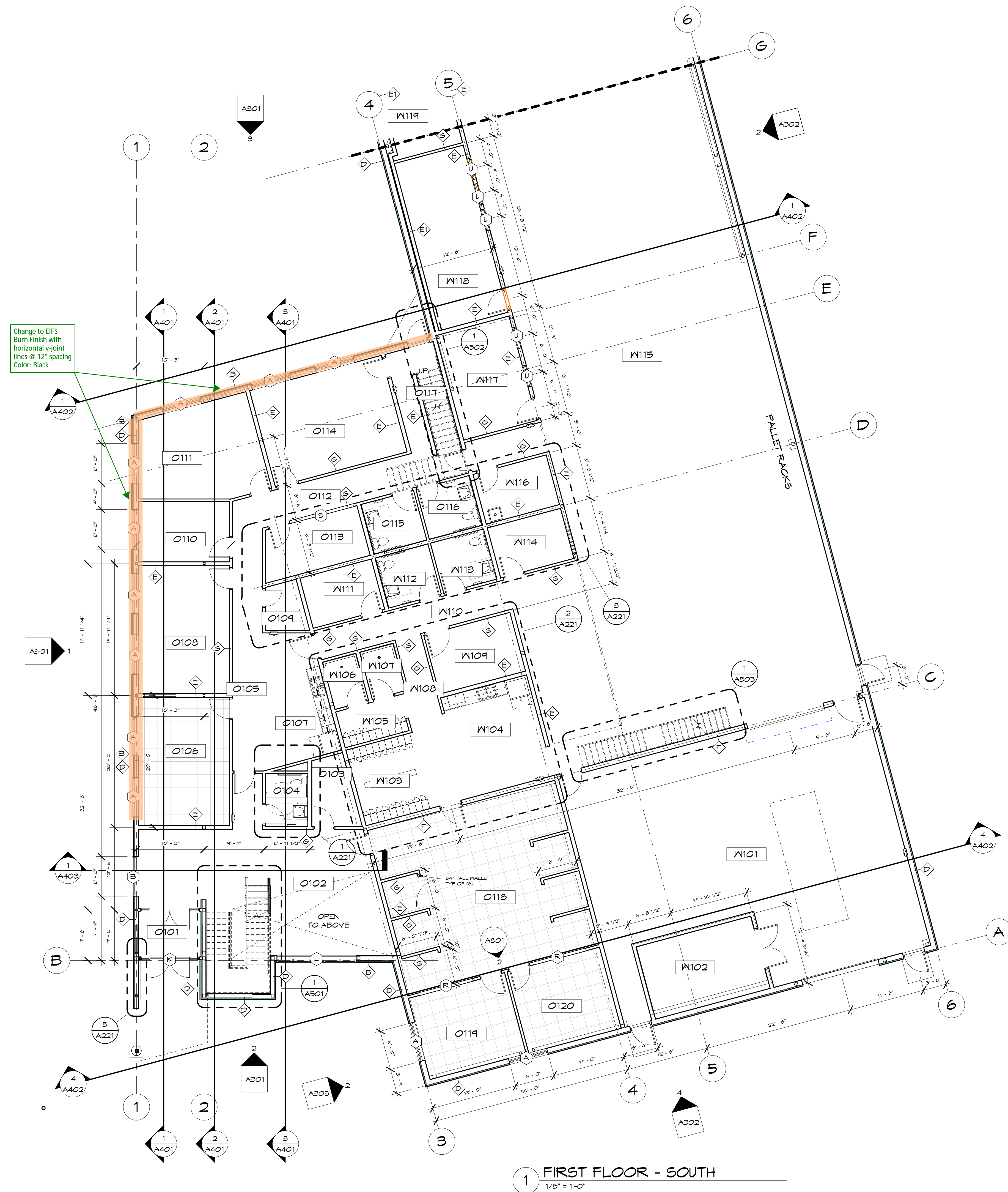
DESCRIPTION: Maven would like to consider changing some areas of the exterior from EIFS to metal panel.

See attached drawings designating areas that would be changed

- Change metal panel siding To EIFS as indicated (reference wall type B)
- Change EIFS to metal panel siding as indicated (reference wall type D)
(color, style and orientation as noted).

ATTACHMENTS: A101, A111, A301 (with notations)

REQUESTED BY: Owner (Maven)



Hein Bond
ARCHITECTS

235 S. David, Ste. D, Casper, WY 82601
307.234.3601
heinbond.com

City of Lander / Lander Economic Development Association (LEDA)
Maven Outdoor Equipment Company Headquarters
1042 Speedgoat Drive, Lander, Wyoming

Job No. 21-MVN
Date: DEC 14, 2021
Drawn By: JCB

REVISIONS

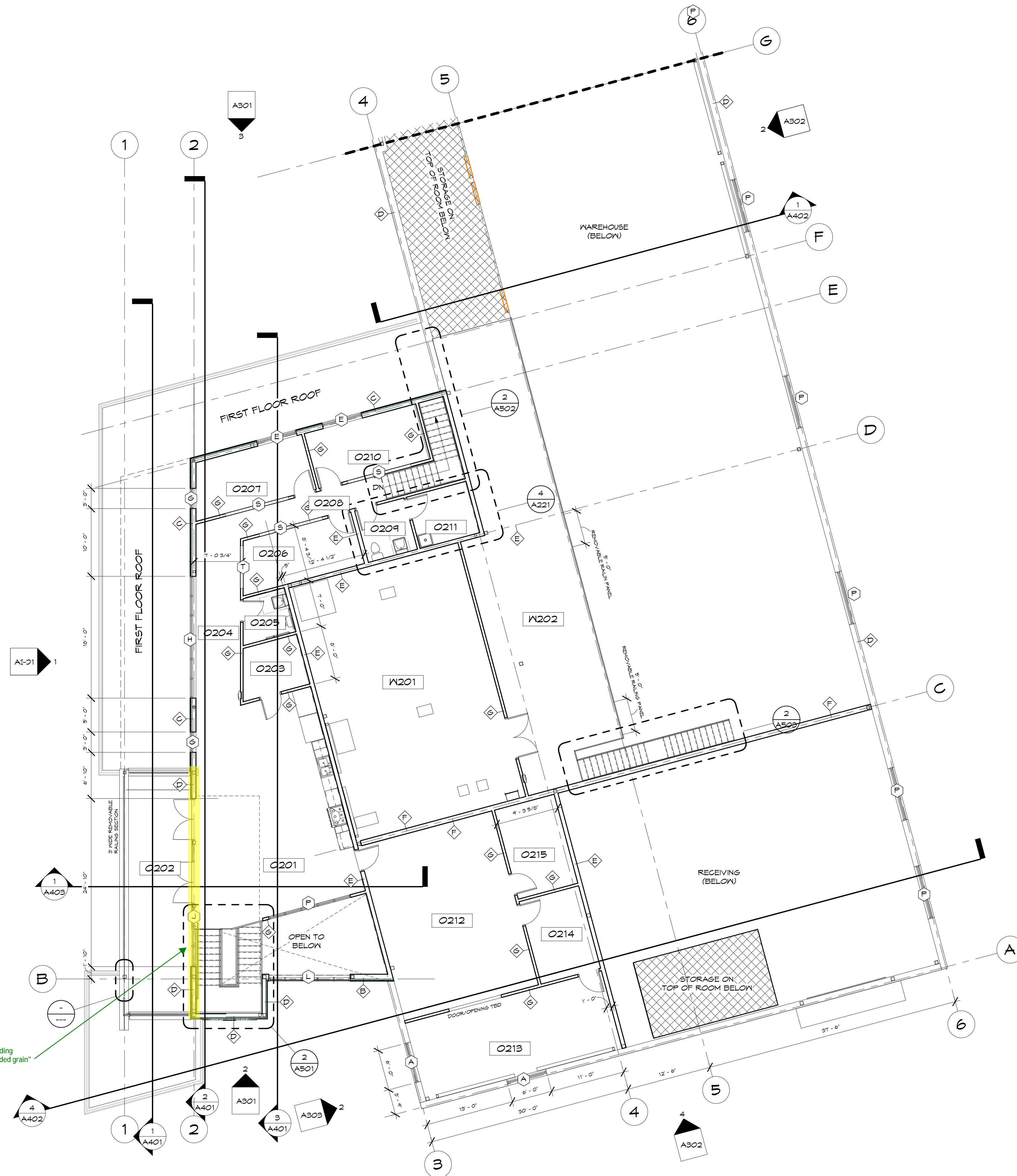
LICENSED ARCHITECT
JESSIE C. BOND
B-0260
STATE OF WYOMING

FLOOR PLAN MAIN
FLOOR SOUTH

A101

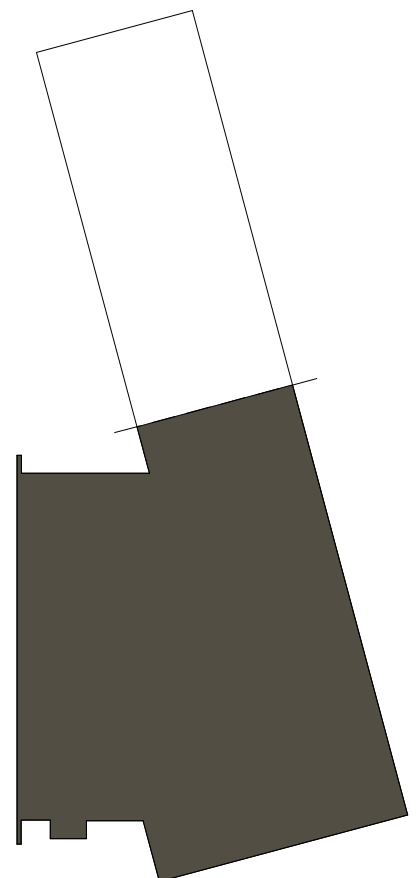
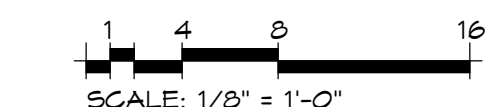
12/14/2021 3:30:48 PM

COPYRIGHT HEINBOND LLC



Change to Vesta plank siding
HD3 woodgrain, 482" glided grain
installed horizontally

1 SECOND FLOOR - SOUTH
1/8" = 1'-0"



Handwritten signature: *Hy C. B. J.*
Date: 12/14/2021

Hein Bond
ARCHITECTS

235 S. David, Ste. D, Casper, WY 82601
307.234.3601
heinbond.com

City of Lander / Lander Economic Development Association (LEDA)
Maven Outdoor Equipment Company Headquarters
1042 Speedgoat Drive, Lander, Wyoming

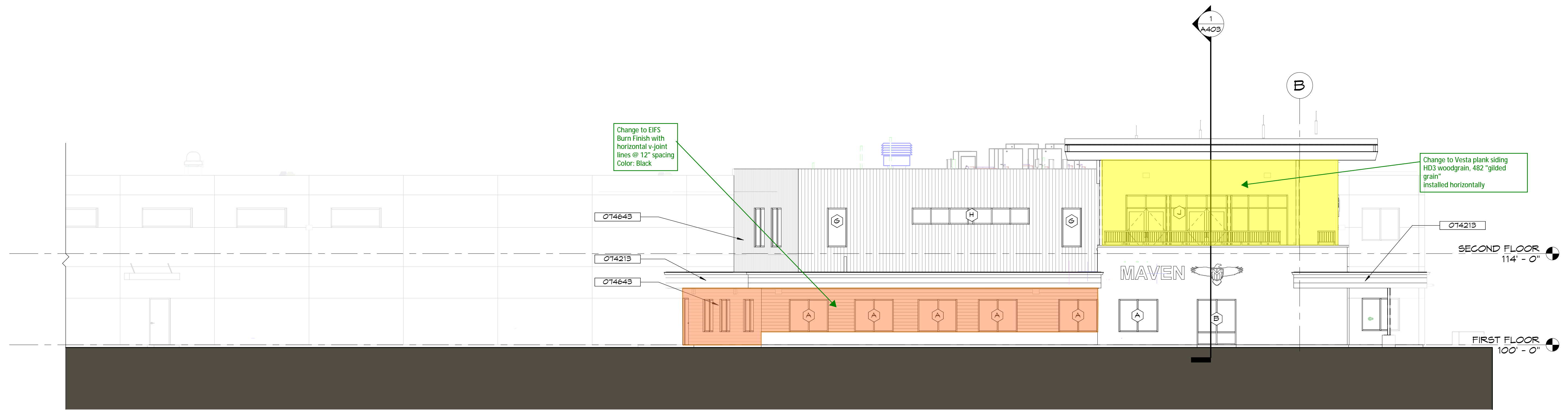
Job No. 21-MVN
Date: DEC 14, 2021
Drawn By: JCB

REVISIONS

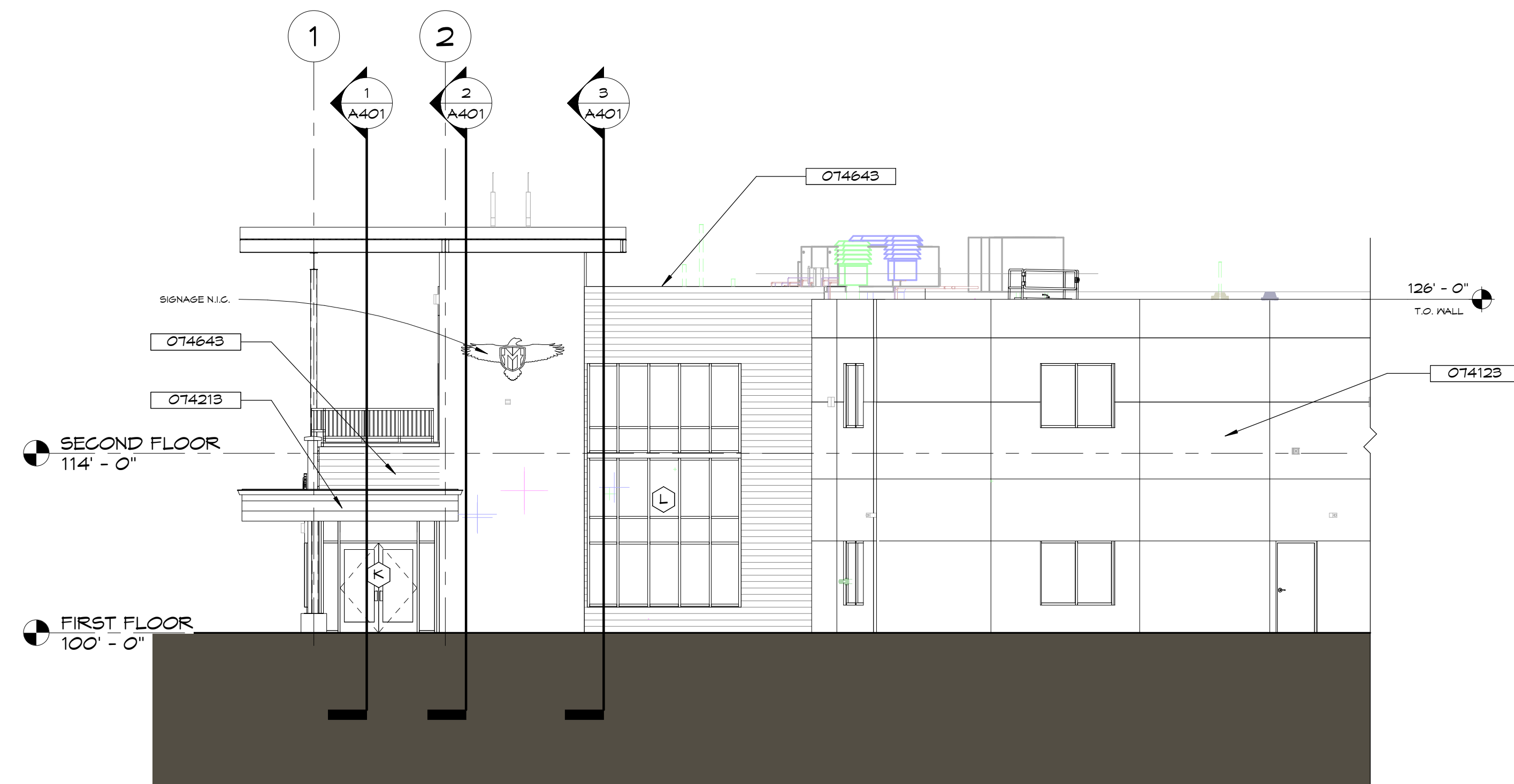
FLOOR PLAN SECOND
FLOOR SOUTH

A111

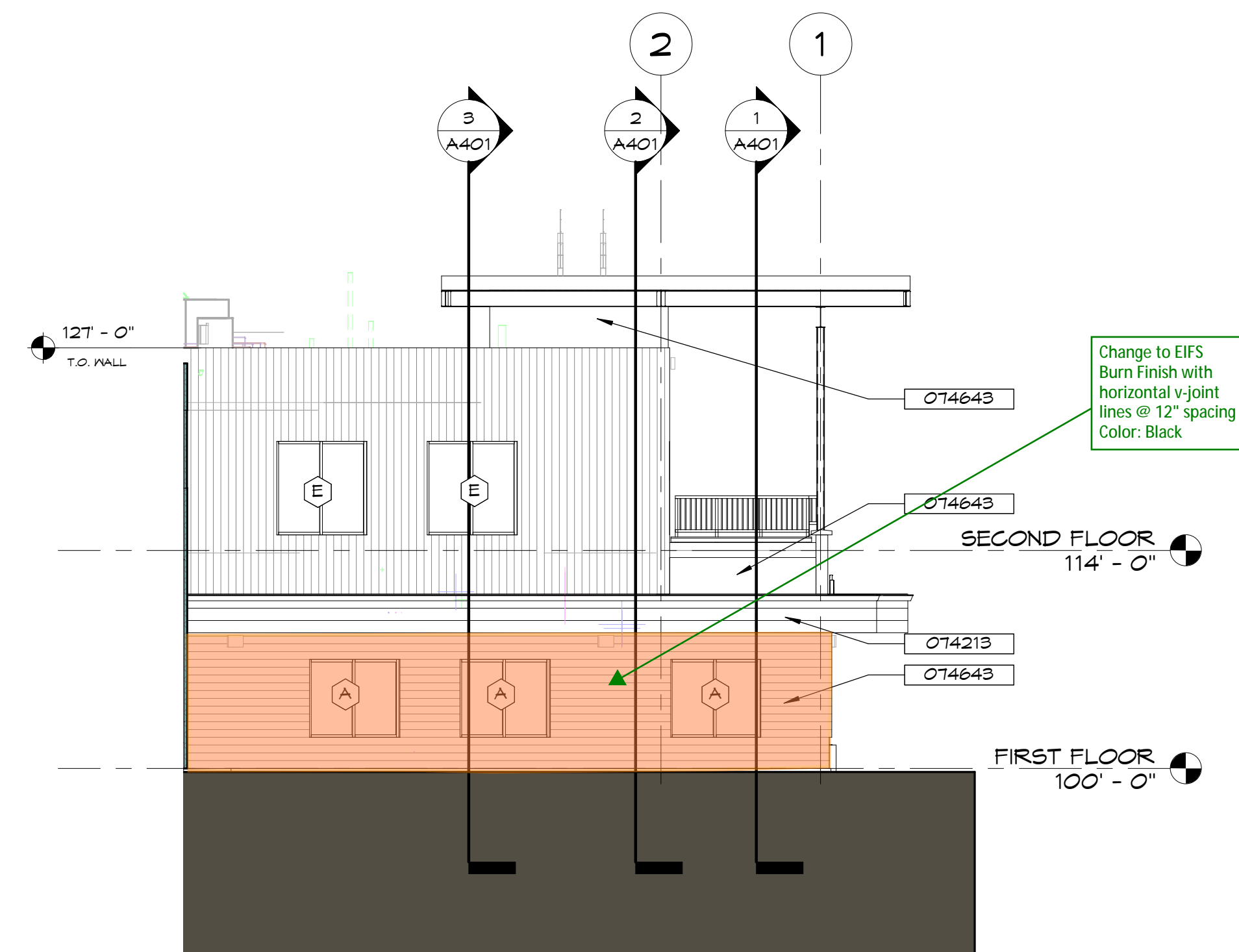
12/14/2021 3:04:28 PM
COPYRIGHT HEIN/BOND, LLC



1 OFFICE WEST
1/8" = 1'-0"



2 OFFICE SOUTH (ENTRY)
1/8" = 1'-0"



3 OFFICE NORTH
1/8" = 1'-0"

1 4 8 16
SCALE: 1/8" = 1'-0"

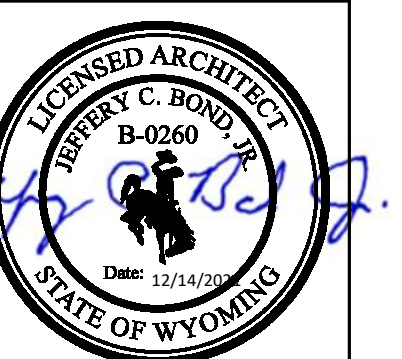
Hein Bond
ARCHITECTS

235 S. David, Ste. D, Casper, WY 82601
307.234.3601
heinbond.com

City of Lander / Lander Economic Development Association (LEDA)
Maven Outdoor Equipment Company Headquarters
1042 Speedgoat Drive, Lander, Wyoming

Job No. 21-MVN
Date: DEC 14, 2021
Drawn By: JCB

REVISIONS



BUILDING ELEVATIONS

A301

12/14/2021 3:11:08 PM
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Proposal Request

PROJECT: Maven Headquarters

DATE: ~~03/22/22~~ 5/19/2022

CONTRACTOR: Groathouse Constructions Inc.

CONTRACT DATE: 01/05/22

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within **7** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

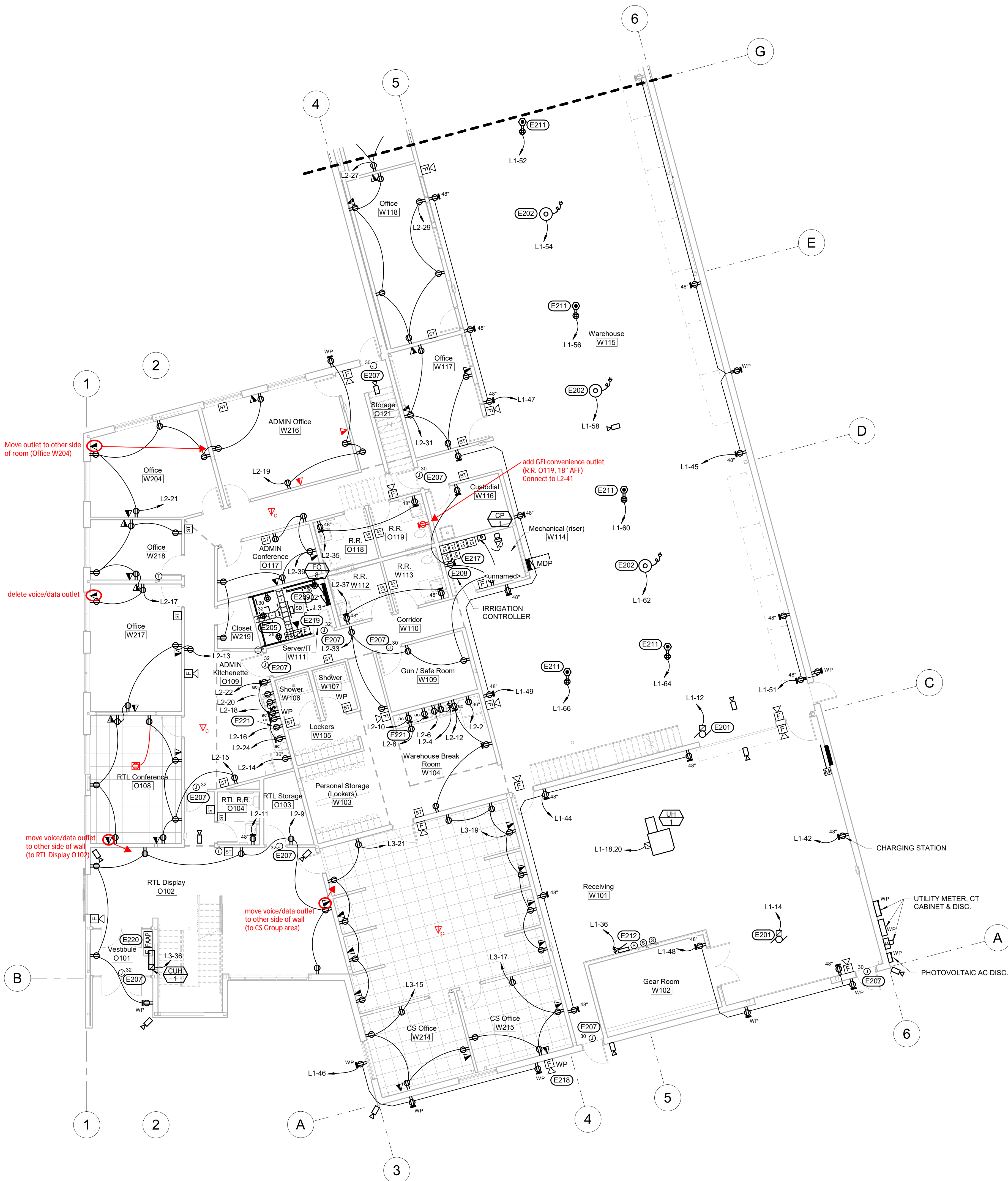
DESCRIPTION: Please have the **Electrical Contractor** provide an itemized breakdown of costs for the following proposed changes on the above-referenced project:

1. Provide new power and data outlets as shown marked up on plans for E211 & E221.

Please call 605-718-8225 if you have any additional questions or comments regarding these items.

ATTACHMENTS: E211, E221 (with notations)

REQUESTED BY: Owner (Maven)



- GENERAL POWER/SIGNAL NOTES**
- A PROVIDE FIRESTOPPING AT PENETRATIONS OF ALL FIRE RATED PARTITIONS (WALLS, CEILINGS, FLOORS, ETC.). REFER TO ARCHITECTURAL DRAWINGS. FIRESTOPPING MATERIALS SHALL BE U.L. LISTED FOR USE IN THE ASSEMBLIES IN WHICH THEY ARE INSTALLED. SHALL MEET THE REQUIREMENTS OF THE IFC AND THE AHJ, AND SHALL HAVE A RATING EQUAL OR GREATER THAN THAT OF THE SURROUNDING WALL/FLOOR/CEILING. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- B DO NOT INSTALL ANY CONDUIT OR BOXES IN THE RECEIVING AREA LOWER THAN 24" ABOVE THE FLOOR (TO BOTTOM OF DEVICE) IN ORDER TO COMPLY WITH NEC ARTICLE 511. AREAS ABOVE 18" ABOVE THE FLOOR ARE NOT CLASSIFIED AS HAZARDOUS.
- C COORDINATE INSTALLATION OF ALL WIRING DEVICES WITH ARCHITECTURAL CASEWORK AND OTHER ACCESSORIES PRIOR TO ROUGH-IN. CONTRACTOR SHALL PROVIDE FOR CHANGES IN LOCATIONS SHOWN OF 5 FEET WITHOUT CHANGE IN CONTRACT PRICE.
- D ALL RECEPTACLES LOCATED IN PUBLIC SPACES SHALL BE TAMPER RESISTANT PER NEC.
- E ALL RECEPTACLES FED FROM GFCI BREAKERS SHALL BE LABELED AS GFCI PROTECTED.
- F ENSURE ALL EXTERIOR WALL PENETRATIONS HAVE A SLEEVE GROUTED INTO THE WALL AND THE CONDUIT ROUTED THROUGH THE SLEEVE IS CAULKED INTO THE SLEEVE.
- G CONTRACTOR SHALL COORDINATE ALL ROOF PENETRATIONS WITH EQUIPMENT SUCH THAT EQUIPMENT FEEDERS ROUTE THROUGH MECHANICAL SHAFTS AND EQUIPMENT CURBS. COORDINATE WITH MECHANICAL.
- H VIDEO SURVEILLANCE LOCATIONS ARE SHOWN FOR ROUGH-IN PURPOSES ONLY. OWNER WILL PROVIDE SYSTEM UNDER SEPARATE CONTRACT WITH THEIR VENDORS. PROVIDE A 4" SQUARE BACK BOX WITH BLANK COVER PLATE AND 1" CONDUIT. AND (1) CAT 6 CABLE FROM THE RACK IN THE SERVER ROOM TO EACH CAMERA LOCATION.
- I THERMOSTATS SHOWN FOR ROUGH-IN AND COORDINATION PURPOSES ONLY. T-STATS PROVIDED BY MECHANICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL PROVIDE BACK BOX AND 1/2" CONDUIT TO ACCESSIBLE CEILING FOR ALL T-STATS. COORDINATE EXACT LOCATIONS PRIOR TO ROUGH-IN.
- J THE SOLAR PHOTOVOLTAIC SYSTEM IS A BID ALTERNATE. CONTRACTOR SHALL BID ALL LABOR AND MATERIAL FOR THIS SYSTEM AS A SEPARATE LINE ITEM. REFER TO BID DOCUMENTS.
- K CONTRACTOR SHALL AVOID INSTALLING CONDUIT IN SLAB ON THE SECOND LEVEL.
- L PROVIDE CABLE TRAY FOR TELECOMMUNICATION CABLING (BASKET TYPE - HUBBELL HBT0206BK) LOCATIONS OF VENTILATION DUCTS AND FIRE PROTECTION SPRINKLER PIPING SHALL TAKE PRECEDENCE OVER EXACT LOCATIONS OF CABLE TRAY. COORDINATE WITH APPROPRIATE TRADES PRIOR TO START OF CABLE TRAY INSTALLATION. PROVIDE 4" CONDUITS, NUMBER AS REQUIRED, ROUTED UNDER OR OVER MECHANICAL SYSTEMS WHERE CABLE TRAY WILL NOT FIT DUE TO SPACE ISSUES. CABLE TRAY SHOULD BE ACCESSIBLE FROM AT LEAST ONE SIDE WITH MINIMUM CLEARANCES OF 3" BESIDE, 3" BELOW, AND ABOVE. DO NOT INSTALL CABLE IN NON-ACCESSIBLE AREAS INCLUDING SPACES WITH HARD CEILINGS.

- ELECTRICAL SPECIFIC NOTES**
- E201 PROVIDE CONNECTION TO OVERHEAD DOOR (BY OTHERS) AND ALL INTERCONNECTIONS BETWEEN DEVICES INCLUDING PUSHBUTTONS AND OBSTRUCTION SENSORS AS REQUIRED, WHETHER SHOWN OR NOT.
- E202 PROVIDE INDUSTRIAL CORD REEL, HUBBELL #HBL451232C (OR EQUAL) WITH 45' CABLE AND 20A RATED HBL5369C CONNECTOR. INSTALL PER MANUFACTURER'S RECOMMENDATIONS; COORDINATE EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- E205 PROVIDE 3/4" PLYWOOD BACKBOARD ON WALL (TOP TO BOTTOM) AROUND ROOM AS INDICATED. COVER WITH (2) COATS OF FIRE-RETARDANT PAINT. PROVIDE APPROVED TELECOMMUNICATION GROUNDING BUSBAR MOUNTED 24" AFF ON BACKBOARD. PROVIDE A #6 AWG COPPER GROUND TIED TO THE BUILDING GROUNDING ELECTRODE SYSTEM. BOND ALL RACKS AND EQUIPMENT AS REQUIRED. PROVIDE (1) UNDERGROUND 4" CONDUIT AND (1) UNDERGROUND 3" CONDUIT WITH INNERDUCT AND PULLSTRINGS (AS REQUIRED BY SERVICE PROVIDERS) FROM SERVER/IT ROOM TO PROPERTY LINE FOR BUILDING COMMUNICATION AND TELEVISION SERVICES. COORDINATE REQUIREMENTS AND LOCATION OF SERVICE CONNECTION POINTS WITH SERVICE PROVIDERS.
- E207 POWER CONNECTION FROM PANEL L3 TO SECURITY DOOR HARDWARE. REFER TO ARCHITECTURAL DRAWINGS. PROVIDE ALL REQUIRED MATERIALS AND LABOR FOR A COMPLETELY OPERATIONAL INSTALLATION. COORDINATE REQUIREMENTS WITH DOOR OPERATOR VENDOR, GENERAL CONTRACTOR, AND ARCHITECT.
- E208 RECEPTACLE FOR IRRIGATION CONTROLLER. PROVIDE A SPARE 2" CONDUIT WITH PULLSTRING FOR CONTROL WIRES. CONDUIT SHALL BE 24" BELOW GRADE AND TERMINATE AT AN IN-GROUND PULL BOX LOCATED ON THE SOUTHWEST NEAR THE PATIO AS INDICATED ON THE LANDSCAPE DRAWINGS. SWEEP UP INTO MECHANICAL ROOM AND STUB UP 1'.
- E209 COORDINATE LOCATIONS OF ALL RECEPTACLES, POWER DROPS, AND POWER CONNECTIONS IN THIS ROOM WITH THE APPROPRIATE TELECOMMUNICATIONS, AV, AND/OR SECURITY VENDORS AND EQUIPMENT RACKS. ALL DEVICES AND EQUIPMENT IN THIS ROOM SHALL BE FED FROM PANEL L2. CIRCUIT NUMBERS ARE INDICATED.
- E211 PROVIDE FLOOR BOX AS SPECIFIED WITH DEVICES INDICATED. COORDINATE EXACT LOCATION WITH ARCHITECT AND OWNER.
- E212 CO/NOZ CONTROL PANEL (BY MECHANICAL). ELECTRICAL CONTRACTOR SHALL PROVIDE INTERCONNECTIONS BETWEEN SENSORS AND CONTROL PANEL AS REQUIRED. ALL WIRING SHALL BE INSTALLED IN CONDUIT. COORDINATE WITH MECHANICAL. PROVIDE HAND-AUTO SWITCH (NO PROVISIONS FOR OFF) IMMEDIATELY ADJACENT AND INTERLK WITH ASSOCIATED EXHAUST FAN FOR MANUAL "ON" OR AUTOMATIC OPERATION.
- E217 FIRE SERVICE ENTRY. PROVIDE TAMPER AND FLOW SWITCHES FOR THE FIRE SPRINKLER RISER. PROVIDE QUANTITIES AS REQUIRED. COORDINATE WITH FIRE SPRINKLER CONTRACTOR.
- E218 COORDINATE EXACT LOCATION FOR EXTERIOR WEATHERPROOF FIRE ALARM HORN/STROBE WITH FIRE SPRINKLER INSTALLER SUCH THAT HORN/STROBE IS LOCATED ABOVE FIRE DEPARTMENT CONNECTION. HORN/STROBE SHALL INITIATE WHEN WATER FLOW IS DETECTED IN THE SPRINKLER SYSTEM.
- E219 PROVIDE PHONE CONNECTIONS TO FIRE ALARM CONTROL PANEL AS REQUIRED.
- E220 FIRE ALARM ANNUCIATOR PANEL MOUNTED FLUSH IN WALL.
- E221 PROVIDE RECEPTACLE FOR MICROWAVE IN UPPER CASEWORK. COORDINATE EXACT LOCATION WITH ARCHITECT AND OWNER.

1 4 8 16
SCALE: 1/8" = 1'-0"

Hein Bond
ARCHITECTS

235 S. David, Ste. D, Casper, WY 82601
307.234.3601
heinbond.com

WPE# BC20035
WEST
ENGINEERING, INC.
445 S. DURBIN, SUITE 205 - CASPER, WY 82601
PHONE: (307) 234-3601 • FAX: (307) 234-5994
WWW.WESTENGINEERINGINC.COM
MAYO CITY, SD • SIOUX FALLS, SD • CASPER, WY • CODY, WY • DENVER, CO

City of Lander / Lander Economic Development Association (LEDA)
Maven Outdoor Equipment Company Headquarters
1042 Speedgoat Drive, Lander, Wyoming

Job No. BC20035
Date: 2021/12/14
Drawn By: ASM

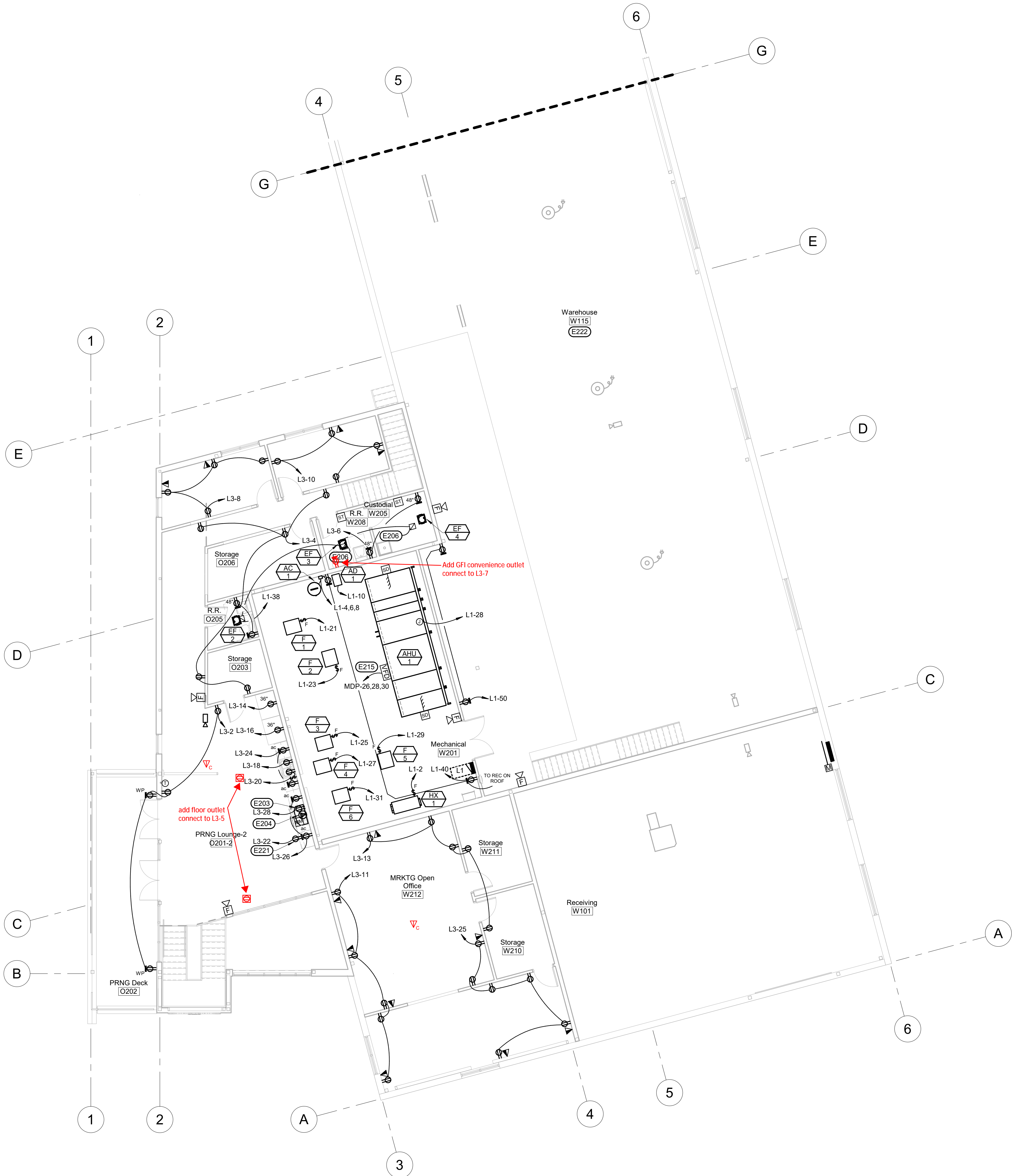
REVISIONS
5/19/2022

Professional Engineer
ROBERT E. ANDERSON
17458
Date: 12/14/2021
WYOMING

FIRST FLOOR
POWER/SIGNAL PLAN
- SOUTH

E211

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- GENERAL POWER/SIGNAL NOTES**
- A PROVIDE FIRESTOPPING AT PENETRATIONS OF ALL FIRE RATED PARTITIONS (WALLS, CEILINGS, FLOORS, ETC.). REFER TO ARCHITECTURAL DRAWINGS. FIRESTOPPING MATERIALS SHALL BE U.L. LISTED FOR USE IN THE ASSEMBLIES IN WHICH THEY ARE INSTALLED. SHALL MEET THE REQUIREMENTS OF THE IFC AND THE AHJ, AND SHALL HAVE A RATING EQUAL OR GREATER THAN THAT OF THE SURROUNDING WALL/FLOOR/CEILING. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- B DO NOT INSTALL ANY CONDUIT OR BOXES IN THE RECEIVING AREA LOWER THAN 2" ABOVE THE FLOOR (TO BOTTOM OF DEVICE) IN ORDER TO COMPLY WITH NEC ARTICLE 511. AREAS ABOVE 18" ABOVE THE FLOOR ARE NOT CLASSIFIED AS HAZARDOUS.
- C COORDINATE INSTALLATION OF ALL WIRING DEVICES WITH ARCHITECTURAL CASEWORK AND OTHER ACCESSORIES PRIOR TO ROUGH-IN. CONTRACTOR SHALL PROVIDE FOR CHANGES IN LOCATIONS SHOWN OF 5 FEET WITHOUT CHANGE IN CONTRACT PRICE.
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- E ALL RECEPTACLES FED FROM GFCI BREAKERS SHALL BE LABELED AS GFCI PROTECTED.
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- K CONTRACTOR SHALL AVOID INSTALLING CONDUIT IN SLAB ON THE SECOND LEVEL.
- L PROVIDE CABLE TRAY FOR TELECOMMUNICATION CABLING (BASKET TYPE - HUBBELL HBT206BK) LOCATIONS OF VENTILATION DUCTS AND FIRE PROTECTION SPRINKLER PIPING SHALL TAKE PRECEDENCE OVER EXACT LOCATIONS OF CABLE TRAY. COORDINATE WITH APPROPRIATE TRADES PRIOR TO START OF CABLE TRAY INSTALLATION. PROVIDE 4" CONDUITS, NUMBER AS REQUIRED, ROUTED UNDER OR OVER MECHANICAL SYSTEMS WHERE CABLE TRAY WILL NOT FIT DUE TO SPACE ISSUES. CABLE TRAY SHOULD BE ACCESSIBLE FROM AT LEAST ONE SIDE WITH MINIMUM CLEARANCES OF 3" BESIDE, 3" BELOW, AND 6" ABOVE. DO NOT INSTALL CABLE IN NON-ACCESSIBLE AREAS INCLUDING SPACES WITH HARD CEILINGS.

- ELECTRICAL SPECIFIC NOTES**
- E203 PROVIDE CONNECTION FOR CONTROL POWER FOR OVEN/RANGE. COORDINATE CONNECTION REQUIREMENTS AND LOCATION WITH EQUIPMENT SUPPLIER. INTERLOCK WITH HOOD FIRE SUPPRESSION SYSTEM AS REQUIRED SO THAT WHEN THE FIRE SUPPRESSION SYSTEM ACTIVATES, POWER IS REMOVED. PROVIDE ALL ACCESSORIES AND INTERCONNECTIONS AS REQUIRED.
- E204 INTERLOCK GAS SOLENOID VALVE (BY OTHERS) WITH HOOD FIRE SUPPRESSION SYSTEM (BY MECHANICAL) SUCH THAT WHEN FIRE SUPPRESSION SYSTEM IS ACTIVATED, GAS TO THE RANGE IS TURNED OFF. COORDINATE WITH MECHANICAL.
- E206 FROM LIGHTING PLAN. INTERLOCK EXHAUST FAN WITH ASSOCIATED RESTROOM LIGHTS. PROVIDE RELAYS/CONTACTS AS REQUIRED.
- E215 VFD PROVIDED WITH UNIT DISCONNECT. BY MECHANICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONNECTIONS FROM VFD TO MECHANICAL EQUIPMENT AS REQUIRED. COORDINATE.
- E221 PROVIDE RECEPTACLE FOR MICROWAVE IN UPPER CASEWORK. COORDINATE EXACT LOCATION WITH ARCHITECT AND OWNER.
- E222 REFER TO FIRST FLOOR POWER/SIGNAL PLANS, SHEETS E211 & E212, FOR CIRCUITRY IN THE WAREHOUSE AND RECEIVING AREAS.

SCALE: 1/8" = 1'-0"

Hein Bond
ARCHITECTS

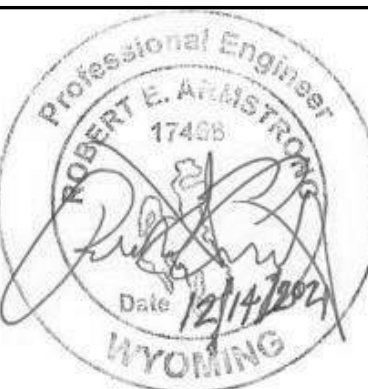
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WEST ENGINEERING, INC.
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445 S. DURBIN, SUITE 205 - CASPER, WY 82601
PHONE: (307) 234-9884 - FAX: (307) 234-9884
WWW.WESTENGINEERINGINC.COM
MAYO CITY, UT - SALT LAKE CITY - CASPER, WY - CODY, WY - DENVER, CO - SPOKANE, ID

City of Lander / Lander Economic Development Association (LEDA)
Maven Outdoor Equipment Company Headquarters
1042 Speedgoat Drive, Lander, Wyoming

Job No. BC20035
Date: 2021/12/14
Drawn By: ASM

REVISIONS
5/19/2022



SECOND FLOOR
POWER/SIGNAL PLAN
- SOUTH

E221



Proposal Request

PROJECT: Maven Headquarters

DATE: 05/19/22

CONTRACTOR: Groathouse Constructions Inc.

CONTRACT DATE: 01/05/22

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within **7** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: The Owner will contract with a security vendor for the access control system. It is anticipated that the security vendor will run low voltage power from the IT room to the doors, therefore the 120V circuits show on E211 will no longer be needed.

- Delete the 120V circuits and related conduit, boxes, etc. from the 10 doors shown on attached E211.
- Delete the power supply from the same 10 doors associated hardware
 - Hardware Group 020: Power Supply, PS902
 - Hardware Group AL-02: Power Supply, PS902

ATTACHMENTS: E211 (with notations)

REQUESTED BY: Owner (Maven)

June 15, 2022

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

We are pleased to confirm our understanding of the services we are to provide the City of Lander for the year ended June 30, 2022.

Audit Scope and Objectives

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

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

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

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

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable

assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

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

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

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

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

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

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain

assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

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

- Grant compliance
- Identification of federal awards and expenditures.
- Proper accounting of fixed assets.
- Reconciling and accounting for due to due from and transfer accounts.
- Payroll controls due to staffing changes.
- Controls over credit cards and documentation of expenditures
- New debt arrangements and proper accounting of potential conduit debt arrangements
- Revenue recognition.
- Identification and implementation of the new lease accounting standard.

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

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

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

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

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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

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

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree

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

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

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

Engagement Administration, Fees, and Other

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

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

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

The audit documentation for this engagement is the property of Fagnant, Lewis & Brinda, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Wyoming Department of Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fagnant, Lewis & Brinda, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the

aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

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

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). We estimate that our gross fee, including expenses, will approximate \$62,000 – \$66,000 based on the additional projects, grant funds, potential conduit debt arrangements and work that needs to be performed in relation to those items. This is approximately a 7%-13% increase from the prior year.

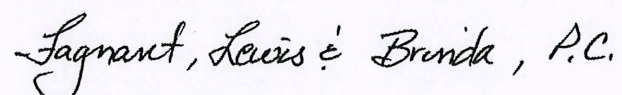
It is also important to note that the fees above are estimates and do not constitute a fixed price contract. If difficulties are encountered during this year's audit forcing us to incur more time to reconcile bank accounts, fixed assets, transfers, allocated cash, transfers, post prior year adjustments,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

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

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2019 peer review report accompanies this letter.

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

Very truly yours,



Fagnant, Lewis & Brinda, P.C.
Lander, Wyoming

RESPONSE:

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

Report on the Firm's System of Quality Control

September 5, 2019

To the Partners of Fagnant, Lewis & Brinda P.C. and the
Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Fagnant, Lewis & Brinda P.C. (the Firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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


Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Fagnant, Lewis & Brinda P.C. in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Fagnant, Lewis & Brinda P.C. has received a peer review rating of *pass*.



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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District
Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

July 11, 2022

The Honorable Monte Richardson, Mayor
City of Lander
240 Lincoln Street
Lander, WY 82520

Dear Mayor Richardson:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0016-022-2022 at Hunt Field is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 12, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Rebecca Wersal, (303) 342-1257, rebecca.wersal@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Marc Miller
Acting Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 11, 2022	
Airport/Planning Area	Hunt Field	
FY2022 AIP Grant Number	3-56-0016-022-2022	[DOT-FA22NM-1039]
Unique Entity Identifier	J4WELFKSSKJ3	
TO:	City of Lander, Wyoming	
	(herein called the "Sponsor")	

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 12, 2022, for a grant of Federal funds for a project at or associated with the Hunt Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hunt Field Airport (herein called the "Project") consisting of the following:

Shift Taxiway A (Runway 22 End) (Phase III - Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,478,293.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 2,478,293 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 12, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 3, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
29. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
2. Inspection Schedule.
- a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
31. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

CITY OF LANDER, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Lander, Wyoming, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 12, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.