

**CITY OF LANDER REGULAR COUNCIL MEETING AGENDA**  
**January 10, 2023 , 6:00 p.m.**  
**CITY COUNCIL CHAMBERS, 240 LINCOLN STREET**

1. Pledge of Allegiance
2. Call to Order
3. Public Hearing Liquor Licenses – Renewal of Liquor Licenses for 2023-2024
  - A. Introduce and Read
  - B. Ask for comments
  - C. Adjourn Public Hearing
  - D. Close Public Hearings
4. Approval of Agenda
5. Oral Comments
  - A. Mayor and Council Updates
  - B. Communication from the Floor – Citizen’s Comments
  - C. Staff Discussion Items
6. Consent Agenda Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.
  - A. Bills and Claims
7. Resolutions
  - A. Resolution 1278 Incorporating Fremont Street Real Property into The Existing City Park
  - B. Resolution 1279 Local Government ARPA Grants for the purpose of constructing a new Table Mountain Living Community Memory Care/Assisted Living Facility
8. New Business
  - A. Approve Renewal of Liquor Licenses for 2023-2024  
AMERICAN PIZZA PARTNERS LP, PIZZA HUT  
670 E MAIN ST, LANDER, WY  
  
COALTER GROUP LLC, GANNETT GRILL & LANDER BAR  
126 MAIN ST, LANDER, WY  
  
EATERY 223 LLC, LINCOLN STREET BAKERY  
223 LINCOLN ST, LANDER, WY  
  
EL SOL DE MEXICO INC, EL SOL DE MEXICO  
453 MAIN ST, LANDER, WY  
  
ELKS BPO 2317,  
492 LINCOLN ST, LANDER, WY  
  
END ZONE FOOD AND BEVERAGE, LLC  
138 N. 7 TH ST, LANDER, WY

HAYS FAMILY FOOD TRUCK LLC, HITCHING RACK,  
785 E MAIN STREET, LANDER, WY

KITCHEN SINKS INC, COWFISH,  
148 MAIN ST, LANDER, WY

LANDER BREWING COMPANY,  
148 MAIN ST, LANDER, WY

LANDER GOLF & COUNTRY CLUB,  
1 GOLF COURSE DR, LANDER, WY

LIK INC, MAVERICK MOTEL RESTAURANT & LOUNGE,  
808 MAIN ST, LANDER, WY

LIQUID COURAGE LLC, NEW YORK LIFE  
592 MAIN ST STE B, LANDER, WY

MAVERIK INC, MAVERIK #389,  
135 E MAIN ST, LANDER, WY

MIDDLE FORK INC, (THE)  
351 MAIN ST, LANDER, WY

MINI MART INC, LOAF N JUG #155,  
195 W MAIN ST, LANDER, WY

MR DS FOOD CENTER,  
725 MAIN ST, LANDER, WY

MULINO BRISTO, LLC  
129 MAIN ST, LANDER, WY

OXBRIDGE CORPORATION, OXBOW (THE)  
170 E MAIN ST, LANDER, WY

SAFEWAY STORES 46 INC, SAFEWAY STORE #2761  
1165 MAIN ST, LANDER, WY

SILVER SPUR LANES  
1290 MAIN ST, LANDER, WY

SWEETWATER FOOD & BEVERAGE LLC, ONE STOP MARKET  
8116 HWY 789, LANDER , WY

THE ANTLER RESTAURANT AND BAR LLC  
720 E MAIN ST, LANDER, WY

VFW 954, POPO AGIE POST 954  
11 TWEED LN, LANDER, WY

WR HOLDINGS LLC, ZANDERS  
730 E MAIN, LANDER, WY

WYOMING CATHOLIC FOOD SERVICES

306 MAIN ST, LANDER, WY

ZANDERS CATERING,  
740 MAIN ST, LANDER, WY

- B. Approve the allocation of \$141,000 of unspent 1/2 cent economic development tax collections to Fremont Air Service Taskforce (FAST) for the purpose of funding commercial air service for FY 23
- C. Authorize Mayor to sign one-year agreements with Civic Plus Ultimate Web in the amount of \$2,625.00 for the first year, Civic Plus for Municode Meetings Ultimate and CivicClerk in the amount of \$2,600.00 for the first year, and Archive Social one year Enterprise Software License Agreement for the amount of \$3,493.00.
- D. Approve Riverwood Estates Subdivision Phase 2.
- E. Council discussion and vote for priority between SLIB/ARPA grants outlined in Resolution 1279 for the purpose of constructing a new Table Mountain Living Community Memory Care/Assisted Living Facility and Resolution 1277 for the purpose of the repair and replacement of Lincoln & 5<sup>th</sup> Streets.
- F. Elect Lander City Council President and assign liaison positions.

## 9. Adjournment

Join Zoom Meeting

<https://us06web.zoom.us/j/89278824015?pwd=ZnFNb1VOTzVZNUdEcjZ2eFBzWEQ5dz09>

Meeting ID: 892 7882 4015

Passcode: 530429

### **Upcoming Council Meetings:**

#### **Regular Meetings:**

6:00 p.m. Tuesday February 14, 2023-Council Chambers

6:00 p.m. Tuesday March 14, 2023-Council Chambers

6:00 p.m. Tuesday April 11, 2023-Council Chambers

6:00 p.m. Tuesday May 9, 2023-Council Chambers

#### **Work Sessions:**

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

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

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



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	Community Center Linens	111.79
ALSCO	Community Center Linens	265.50
ALSCO	Community Center Linens	113.02
ALSCO	Linens Credit	15.75-
Total ALSCO (917):		474.56
ANAM CARA CAREGIVING	1/2 Economic Recipient	2,625.00
Total ANAM CARA CAREGIVING (1306):		2,625.00
ARCHIVE SOCIAL INC	Social Media Archiving - 12 month contract for 2	3,493.00
Total ARCHIVE SOCIAL INC (1356):		3,493.00
ARMSTRONG CONSULTANTS INC	Armstrong Payment for Construction	33,106.70
Total ARMSTRONG CONSULTANTS INC (35):		33,106.70
B & F ENTERPRISES LLC	Airport Fence Relocation	8,775.00
Total B & F ENTERPRISES LLC (1026):		8,775.00
BADGER METER INC	Beacon Mobile Hosting - July 2022	161.40
BADGER METER INC	Beacon Mobile Hosting - September 2022	161.50
BADGER METER INC	Beacon Mobile Hosting - October 2022	291.24
BADGER METER INC	Beacon Mobile Hosting Nov 2022	291.42
BADGER METER INC	Beacon Hosting Dec2022	291.42
Total BADGER METER INC (44):		1,196.98
BERNARD PLUMBING	Golf Course Building Water Line Repair	128.95
Total BERNARD PLUMBING (1067):		128.95
BLACK HILLS ENERGY	December 2022	3,710.67
BLACK HILLS ENERGY	December 2022	1,404.15
BLACK HILLS ENERGY	December 2022	910.24
BLACK HILLS ENERGY	December 2022	981.61
BLACK HILLS ENERGY	December 2022	3,887.48
BLACK HILLS ENERGY	December 2022	32.50
Total BLACK HILLS ENERGY (465):		10,926.65
BLOEDORN LANDER LUMBER	blow-in insulation for bathroom walls	783.40
BLOEDORN LANDER LUMBER	refund left over insulation	498.65-
Total BLOEDORN LANDER LUMBER (61):		284.75
BOBCAT OF THE BIG HORN BASIN INC	Cutting edge/bolts	272.57
Total BOBCAT OF THE BIG HORN BASIN INC (856):		272.57
BONNEVILLE BUILDERS	City Hall remodel work	1,237.05

Total BONNEVILLE BUILDERS (1300):		1,237.05
CARROLL SEPTIC SERVICE	LCCC grease trap pumped	750.00
Total CARROLL SEPTIC SERVICE (1337):		750.00
CASELLE INC	Escrow	200.00
Total CASELLE INC (86):		200.00
CENTRAL BANK & TRUST	Pay Night	17,150.00
Total CENTRAL BANK & TRUST (96):		17,150.00
CENTURY COMPANIES, INC.	Century Payment For Construction	168,214.64
Total CENTURY COMPANIES, INC. (1033):		168,214.64
CITY PLUMBING & HEATING	Replace womens bathroom toilet and fix the me	574.66
Total CITY PLUMBING & HEATING (105):		574.66
COMMUNITY CENTER REFUNDS	Westward Heights deposit refund	300.00
Total COMMUNITY CENTER REFUNDS (1210):		300.00
DRUG TESTING SERVICES LLC	Screening	240.00
DRUG TESTING SERVICES LLC	EMPLOYEE SCREENING	250.00
Total DRUG TESTING SERVICES LLC (148):		490.00
ECONO SIGNS	Stop sign faces	539.61
Total ECONO SIGNS (1159):		539.61
FLEX SHARE BENEFITS	Admin Fee Dec2022	239.95
FLEX SHARE BENEFITS	HRA coverage - Boggis	1,000.00
Total FLEX SHARE BENEFITS (173):		1,239.95
FLOYD'S TRUCK CENTER WY	Tee fittings and freight	76.94
FLOYD'S TRUCK CENTER WY	Hood latch assemblys	382.56
Total FLOYD'S TRUCK CENTER WY (646):		459.50
FREMONT COUNTY TREASURER	Property Taxes Hanger	1,490.13
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,697.25
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	535.58
FREMONT COUNTY TREASURER	November 2022 jail bill	3,905.00
FREMONT COUNTY TREASURER	September 2022 jail bill	3,960.00
FREMONT COUNTY TREASURER	AUG 2022 JAIL BILL	8,195.00
FREMONT COUNTY TREASURER	JULY JAIL BILL	7,975.00
FREMONT COUNTY TREASURER	10/22 JAIL BILL	7,315.00
Total FREMONT COUNTY TREASURER (190):		51,072.96
FREMONT MOTOR COMPANY	Front End Alignment	89.95
FREMONT MOTOR COMPANY	Alignment	97.60

Total FREMONT MOTOR COMPANY (194):		187.55
HAMILTON LAND SURVEYING INC	Surveying Airport Boundary	555.70
Total HAMILTON LAND SURVEYING INC (1265):		555.70
HDR ENGINEERING INC	Misc Eng Services	2,886.25
HDR ENGINEERING INC	General Services Invoice	1,591.25
HDR ENGINEERING INC	Ditches Project Engineering	3,663.75
HDR ENGINEERING INC	Engineering Tank Project	1,661.25
HDR ENGINEERING INC	Misc Engineering Services	35,298.75
Total HDR ENGINEERING INC (994):		45,101.25
HIGH MOUNTAIN ELECTRIC	Main St. Xmas lights	778.90
Total HIGH MOUNTAIN ELECTRIC (1109):		778.90
HOMETOWN OIL	Oil	89.00
Total HOMETOWN OIL (230):		89.00
HONNEN EQUIPMENT CO	Brake valve and adapters	1,946.90
Total HONNEN EQUIPMENT CO (231):		1,946.90
INBERG MILLER ENGINEERS	2021 Sewer Repair Project	4,572.00
INBERG MILLER ENGINEERS	Welch Blvd Improvements	6,465.70
INBERG MILLER ENGINEERS	Vista Circle Drainage	6,739.16
INBERG MILLER ENGINEERS	Lander Bike Park	2,816.75
Total INBERG MILLER ENGINEERS (1239):		20,593.61
INQUIREHIRE	background screening	60.00
INQUIREHIRE	EMPLOYEE BACKGROUND	90.00
Total INQUIREHIRE (1087):		150.00
JOE JOHNSON EQUIPMENT	24 volt pump	3,223.87
Total JOE JOHNSON EQUIPMENT (1341):		3,223.87
KLEEN PIPE LLC	Septic tank cleaning at water plant	400.00
KLEEN PIPE LLC	cleaning and videoing of 1st street	21,254.32
Total KLEEN PIPE LLC (1032):		21,654.32
LANDER ELKS LODGE #2317	Catered christmas party meal to be reimbursed	1,888.00
Total LANDER ELKS LODGE #2317 (1361):		1,888.00
LANDER RECYCLE LLC	City Hall Recycling - 4th Quarter 2022, plus half	140.00
Total LANDER RECYCLE LLC (1355):		140.00
LOCAL GOVERNMENT LIABILITY POOL	Deductible FY2021 GL210083 - Clancy	1,000.00
Total LOCAL GOVERNMENT LIABILITY POOL (316):		1,000.00

LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
Total LOZIER, TERESA (995):		950.00
MASA	MASA for Boggis	228.00
Total MASA (1167):		228.00
MASTERCARD	Training in Casper - Wangberg	495.00
MASTERCARD	Fee for State Law Enforcement ID Card	12.25
MASTERCARD	Gym Membership	44.00
MASTERCARD	online training course for Mike Haase	25.00
MASTERCARD	postage for wastewater samples	101.85
MASTERCARD	Supplies	354.22
MASTERCARD	Supplies	354.22
MASTERCARD	Lunch during trip to Casper to pick up motor for	14.55
MASTERCARD	Meeting sound system and recordings	855.00
MASTERCARD	Christmas employee gift	500.00
MASTERCARD	Christmas employee gift	500.00
MASTERCARD	Christmas employee gifts	500.00
MASTERCARD	Christmas party employee cards	125.00
MASTERCARD	FIRE DEPARTMENT MEETING	42.73
MASTERCARD	November 3033 First set of BacT Samples	75.00
MASTERCARD	Trash	261.49
MASTERCARD	Trash	273.80
MASTERCARD	Trash	1,626.92
MASTERCARD	Supplies	19.99
MASTERCARD	Safety relief pressure valve for new compressor	15.94
MASTERCARD	Supplies - LCCC	18.96
MASTERCARD	Security Cameras	361.89
MASTERCARD	5000 Window Envelopes	771.43
MASTERCARD	Supplies - LCC	242.40
MASTERCARD	Shipping for Meter Return	64.71
MASTERCARD	Water Bill Mailing Nov. 2022	680.49
MASTERCARD	Supplies - LCCC	12.66
MASTERCARD	Brass adapter for new compressors at wtp	38.36
MASTERCARD	Printer for Fire hall	525.78
MASTERCARD	Batteries for Airpacks	61.99
MASTERCARD	New mop for upstairs at the fire hall	27.97
MASTERCARD	Toner for Printer	343.75
MASTERCARD	Fuel Filters for the 100LL pump	91.80
MASTERCARD	Coasters for office chair	30.94
MASTERCARD	2nd Set of November BacT samples	60.00
MASTERCARD	White board for fire hall	182.65
MASTERCARD	Display for flag at Community Center. Was retur	593.01
MASTERCARD	Refund for the Smart frame for the Community	593.01-
MASTERCARD	Matching Padlocks and chain for the two new g	93.67
MASTERCARD	winter gloves	45.27
MASTERCARD	winter gloves and battery	104.67
MASTERCARD	winter gloves	51.88
MASTERCARD	Replacement helmet light	106.04
MASTERCARD	daily planners for crew	75.50
MASTERCARD	post holder for drop box	27.32
MASTERCARD	winter gloves	49.28
MASTERCARD	These air filters for the community center - plea	76.88
MASTERCARD	leather work gloves and lockout valve cover	39.64
MASTERCARD	Computer Charger for Laptop	55.88
MASTERCARD	SUPPLIES	22.18
MASTERCARD	Items to install Lights on E8	51.44



MASTERCARD	Fasteners for the E8 lights	5.12
MASTERCARD	December 1st set of BacT samples	60.00
MASTERCARD	Supplies - LCCC	187.66
MASTERCARD	name plates	39.95
MASTERCARD	Wy state cite books	76.22
MASTERCARD	Starting fluid for Century Equipment at the airpo	3.94
MASTERCARD	keyless entry locks in the building	706.75
MASTERCARD	Supplies - Police	327.89
MASTERCARD	1445 battery	120.59
MASTERCARD	3/4 couplings	69.90
MASTERCARD	3/4 curb stops	321.58
MASTERCARD	Storage	40.00
MASTERCARD	Fuses for HVAC units.	112.56
MASTERCARD	tracer wire box	121.77
MASTERCARD	L22-04234 Jade Theft	150.00
MASTERCARD	curb stop box's	429.14
MASTERCARD	AWS for Stacker	19.35
MASTERCARD	Headlight Bezels	63.29
MASTERCARD	trash pump	2,553.68
MASTERCARD	water training course for Mike Haase	208.00
MASTERCARD	Spectrum - Fiber Nov.2022	449.50
MASTERCARD	Spectrum - Fiber Nov.2022	449.50
MASTERCARD	Renewal	110.00
MASTERCARD	Supplies - LCC	168.33
MASTERCARD	APT Travel - Reimbursed	947.20
MASTERCARD	2 Aimpoint ACRO	1,114.14
MASTERCARD	Prof Fees - LCCC	199.00
MASTERCARD	Vonage phone bill Nov2022	874.27
MASTERCARD	Vonage phone bill Nov2022	874.27
MASTERCARD	Lunch for crew during water break	158.89
MASTERCARD	Lunch in Casper when picking up motor for hva	13.11
MASTERCARD	Promotional City of Lander Keychains	730.32
MASTERCARD	Batteries & Envelopes	208.54
MASTERCARD	Stacker subscription annual	1,745.00
MASTERCARD	Stacker subscription annual	1,745.00
MASTERCARD	shipping for psi recorder	19.00
MASTERCARD	bases for baseball tournament in june	377.59
MASTERCARD	4 at a glance calendars for office	127.40
MASTERCARD	Toner	156.40
MASTERCARD	Supplies	99.95
MASTERCARD	NEW BLEACHERS AT NORTH PARK	11,795.00
MASTERCARD	OCT 2022 Spectrum/Charter	10.53
MASTERCARD	OCT 2022 Spectrum/Charter	106.57
MASTERCARD	OCT 2022 Spectrum/Charter	129.98
MASTERCARD	OCT 2022 Spectrum/Charter	129.99
MASTERCARD	OCT 2022 Spectrum/Charter	129.99
MASTERCARD	OCT 2022 Spectrum/Charter	129.99
MASTERCARD	OCT 2022 Spectrum/Charter	129.99
MASTERCARD	OCT 2022 Spectrum/Charter	129.99
MASTERCARD	OCT 2022 Spectrum/Charter	259.98
MASTERCARD	Glock Armorers Course for Officer Halsmer	130.22
MASTERCARD	4 color toner pack and a waste toner cart	324.62
MASTERCARD	Paint/filters	19.04
MASTERCARD	Community Center supplies	301.39
MASTERCARD	Google Workspace Nov 2022	447.30
MASTERCARD	Google Workspace Nov 2022	447.30
MASTERCARD	Blood kit to WCL L22-04357 and 4335	10.90
MASTERCARD	sugar	5.29
MASTERCARD	Badge for Ian Kraft	95.00
MASTERCARD	Quarterly TOC water testing	141.00

MASTERCARD	November wastewater testing	228.00
MASTERCARD	November Wastewater Samples	273.00
MASTERCARD	November Wastewater Testing	273.00
MASTERCARD	November Wastewater Testing	273.00
MASTERCARD	Thermostat for heater at shop on Garfield	41.57
MASTERCARD	Supplies - LCC	72.33
MASTERCARD	Rags	55.50
MASTERCARD	Forms	80.00
MASTERCARD	Lunch purchased to show appreciation for the cr	83.74
MASTERCARD	TPMS sensor	49.45
MASTERCARD	Lunch for those who put decorations up all day	103.50
MASTERCARD	Tow to FCSO Impound Colston	304.00
MASTERCARD	Drinks for lunch on water break	9.86
MASTERCARD	L22-02471	145.00
MASTERCARD	L22-02479	145.00
MASTERCARD	L22-02480	145.00
MASTERCARD	L22-03160	202.50
MASTERCARD	L22-03877	285.00
MASTERCARD	Headlight bracket	29.39
MASTERCARD	Tie rope for new banners	11.58
MASTERCARD	Tie rope for new banners	17.38
MASTERCARD	1 1/4 inch wrench	29.85
MASTERCARD	Super glue for water plant	4.99
MASTERCARD	Polyloom and Electrical tape	9.41
MASTERCARD	Snow boards	99.11
MASTERCARD	Repairs - LCCC	27.37
MASTERCARD	Registration	85.00
MASTERCARD	Big wrenches for new air compressor install @	42.98
MASTERCARD	repair stuff	29.97
MASTERCARD	Def and pin	24.79
MASTERCARD	Waterproof gloves and cold weather gloves for	33.98
MASTERCARD	receptacle tester for Christmas lights	11.99
MASTERCARD	bibs and gloves for Bobby	131.98
MASTERCARD	October ecoli testing	270.00
MASTERCARD	ecoli testing	315.00
MASTERCARD	Hose nozzels	28.78
MASTERCARD	Supplies - LCCC	26.22
MASTERCARD	Paper	453.60
MASTERCARD	Shawn McRae tack medic class	108.78
MASTERCARD	Postage	10.90
MASTERCARD	Toner	91.99
MASTERCARD	Snow shovel for PD	28.79
MASTERCARD	Straps to strap down tarp over motor that I am t	26.09
MASTERCARD	Chemical room hvac motor pulley/sheave	201.15
MASTERCARD	Motor for chemical rooms hvac unit	1,881.45
MASTERCARD	Correct motor for chemical room hvac	1,197.39
MASTERCARD	Return of incorrect motor for chemical room hva	1,881.45-
MASTERCARD	Filter and regulator for new compressors	690.50
MASTERCARD	Supplies	25.00
MASTERCARD	Adobe Auto Renew. I canceled these 3 licenses	911.14
MASTERCARD	ice melter	51.27
MASTERCARD	Personal purchase mistake. City reimbursed 12	55.00
MASTERCARD	To offset the credits entered on 10/9/2022	72.75
MASTERCARD	To offset the credit entered on 10/9/2022	24.72
MASTERCARD	Nylock nuts	15.29
MASTERCARD	arbor day membership	55.00
MASTERCARD	Lunch for travel to casper for emergency plant s	13.11
MASTERCARD	Washer fluid for plant truck	13.63
MASTERCARD	Lunch for travel to casper for emergency water	13.70
MASTERCARD	Coffee for plant	21.49

MASTERCARD	Ratchet Straps for transport of hvac motor	25.98
MASTERCARD	Pizza lunch for water line repair crew	71.75
MASTERCARD	Heater and propane for when HVAC went down	368.95
MASTERCARD	Food Grade oil for plant maintenance	1,456.95
MASTERCARD	PVC parts for pH probe install in UV building an	76.79
Total MASTERCARD (327):		51,652.19
MOTOROLA SOLUTIONS, INC	Software for E-Ticket Patch Integration	12,478.00
MOTOROLA SOLUTIONS, INC	Compstat Software. Grant will reimburse after w	30,638.53
Total MOTOROLA SOLUTIONS, INC (1173):		43,116.53
NAPA AUTO PARTS - LANDER	Tire valve	6.74
NAPA AUTO PARTS - LANDER	Adapters	8.03
NAPA AUTO PARTS - LANDER	Battery	154.06
NAPA AUTO PARTS - LANDER	Relay valve	131.74
NAPA AUTO PARTS - LANDER	Car wash soap	8.29
NAPA AUTO PARTS - LANDER	Windshield wipers	56.71
NAPA AUTO PARTS - LANDER	Brake pads	40.99
NAPA AUTO PARTS - LANDER	Control arm	101.63
NAPA AUTO PARTS - LANDER	filters	20.77
NAPA AUTO PARTS - LANDER	Windshield wipers	39.04
NAPA AUTO PARTS - LANDER	Battery	154.40
NAPA AUTO PARTS - LANDER	antifreeze	20.12
NAPA AUTO PARTS - LANDER	Filters	15.88
NAPA AUTO PARTS - LANDER	Windshield wipers	36.96
NAPA AUTO PARTS - LANDER	Windshield wiper blades	55.78
NAPA AUTO PARTS - LANDER	Fuel additive and funnel	17.45
NAPA AUTO PARTS - LANDER	Switch	18.93
NAPA AUTO PARTS - LANDER	Shock	42.39
Total NAPA AUTO PARTS - LANDER (353):		929.91
NORCO INC	Cylinder Rental Nov.2022	65.40
Total NORCO INC (364):		65.40
NORTHERN TRUCK EQUIPMENT CORP	Snow Blower	174,240.00
Total NORTHERN TRUCK EQUIPMENT CORP (1362):		174,240.00
NORTHSIDE BODY SHOP	2021 RAM repair - Haase	4,329.00
Total NORTHSIDE BODY SHOP (1360):		4,329.00
OFFICE OF STATE LANDS & INVEST	Land Lease	2,704.27
Total OFFICE OF STATE LANDS & INVEST (372):		2,704.27
OVERHEAD DOOR COMPANY	new door panel for garfield shop	852.42
Total OVERHEAD DOOR COMPANY (378):		852.42
POPO AGIE CONSERVATION DISTRICT	sponsorship for 2023 Garden Expo	200.00
Total POPO AGIE CONSERVATION DISTRICT (747):		200.00
QUADIENT INC	Postage	1,000.00

Total QUADIENT INC (1189):		1,000.00
REP MASTERS, INC	Limit switch and bracket for pneumatic valves at	1,057.24
Total REP MASTERS, INC (1352):		1,057.24
REWORX	Reworx (formerly DYT Consulting)continued ef	6,740.00
REWORX	Reworx (formerly DYT Consulting)continued ef	6,740.00
Total REWORX (1347):		13,480.00
RIVERTON TIRE & OIL CO	Tires	992.96
Total RIVERTON TIRE & OIL CO (431):		992.96
ROCKY MOUNTAIN POWER	Electricity	2,785.30
ROCKY MOUNTAIN POWER	Electricity	334.53
ROCKY MOUNTAIN POWER	Electricity	136.39
ROCKY MOUNTAIN POWER	Electricity	2,507.14
ROCKY MOUNTAIN POWER	Electricity	3,778.65
ROCKY MOUNTAIN POWER	Electricity	3,545.42
ROCKY MOUNTAIN POWER	Electricity	1,329.94
ROCKY MOUNTAIN POWER	Electricity	479.64
Total ROCKY MOUNTAIN POWER (435):		14,897.01
SIMPLIFILE	FILING FEE	17.25
Total SIMPLIFILE (1192):		17.25
STOTZ EQUIPMENT	Plow bolts and nuts	70.14
Total STOTZ EQUIPMENT (824):		70.14
THATCHER COMPANY	Tanker of Aluminum Sulfate	8,556.75
THATCHER COMPANY	Follower of Chlorine	8,232.28
Total THATCHER COMPANY (498):		16,789.03
T-O ENGINEERS	First Street Improvements	5,658.75
Total T-O ENGINEERS (1166):		5,658.75
TWEEDS WHOLESALE CO.	rink concession start up	171.35
TWEEDS WHOLESALE CO.	candy restock rink	199.61
Total TWEEDS WHOLESALE CO. (523):		370.96
VISIONARY BROADBAND	Backup Internet for the Plant	108.25
Total VISIONARY BROADBAND (1289):		108.25
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		3,500.00
WATER REFUNDS	Refund-840 Jefferson #2	137.58

Total WATER REFUNDS (552):		137.58
WESTERN LAW ASSOCIATES	Trials - December 2022	2,580.42
Total WESTERN LAW ASSOCIATES (559):		2,580.42
WHITING LAW PC	Dec. 2022 Services	470.00
Total WHITING LAW PC (564):		470.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Design	1,090.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Improvements Design	985.00
Total WILLIAM H SMITH & ASSOC (1058):		2,075.00
WORKWISE	EMPLOYEE SCREENING	110.00
Total WORKWISE (1299):		110.00
WWC ENGINEERING	Design of Wells Project	23,179.80
Total WWC ENGINEERING (1326):		23,179.80
WYDOT - FINANCIAL SERVICES	Wyoming Motor Fuel License Renewal Applicati	50.00-
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	1,114.81-
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	2,229.62-
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	1,114.81-
WYDOT - FINANCIAL SERVICES	Fuel - All Depts	164.73-
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	2,370.54-
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	704.14-
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	2,370.54-
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	4,741.07-
WYDOT - FINANCIAL SERVICES	Fuel - All Departments	2,229.62
WYDOT - FINANCIAL SERVICES	Fuel - All Departments	1,114.81
WYDOT - FINANCIAL SERVICES	Fuel - All Departments	164.73
WYDOT - FINANCIAL SERVICES	Fuel - All Departments	1,114.81
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	2,370.54
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	704.14
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	4,741.08
WYDOT - FINANCIAL SERVICES	Fuel - Nov2022	2,370.54
Total WYDOT - FINANCIAL SERVICES (606):		49.99-
WYDOT - FUEL TAX DIVISION	WY Motor Fuel License Renewal Lic#53600007	50.00
Total WYDOT - FUEL TAX DIVISION (1358):		50.00
WYOMING COMMUNITY FOUNDATION	WYCF 3 year 501C3 fiscal sponsorship for Tabl	500.00
Total WYOMING COMMUNITY FOUNDATION (1357):		500.00
WYOMING LIFESTYLE	LCCC wedding ad in Wyoming lifestyles	425.00
Total WYOMING LIFESTYLE (940):		425.00
WYOMING RETIREMENT SYSTEM	Firefighter retirement	581.25
Total WYOMING RETIREMENT SYSTEM (614):		581.25

Grand Totals:

772,550.00Report GL Period Summary

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

**RESOLUTION 1278**  
**A RESOLUTION INCORPORATING FREMONT STREET REAL PROPERTY**  
**INTO THE EXISTING CITY PARK**

WHEREAS The City governing body of the City of Lander recognizes the need for additional recreational and open space in the Lander City Park on Fremont Street; and

WHEREAS, the City of Lander has acquired 9.6 acres of unimproved land located on in the flood plain on Fremont Street adjacent to the existing City Parks, more specifically described in Exhibit A attached hereto and incorporated herein; and

WHEREAS the expansion of the current City Park on Fremont Street is found to be in the be consistent with City parks and recreational objectives, and is the best use of the land in in the best interest of the citizens of Lander;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER that the real property located on in the flood plain on Fremont Street adjacent to the existing City Parks, more specifically described in Exhibit A attached hereto and incorporated herein shall be incorporated into the existing City Park located on Fremont Street for use consistent with City parks and recreational objectives.

PASSED, APPROVED AND ADOPTED the 10th day of January 2023.

The City of Lander  
A Municipal Corporation

Attest:

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

**CERTIFICATE**

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on January 10, 2023, and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

LOCAL GOVERNMENT PROJECT ARPA GRANTS

RESOLUTION 1279

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF AN LOCAL GOVERNMENT PROJECT ARPA GRANTS APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

City of Lander

(Entity Name)

FOR THE PURPOSE OF:

Constructing a new Table Mountain Living Community Memory Care/Assisted Living facility

(State Purpose of Project)

WITNESSETH

WHEREAS, the Governing Body for the  
City of Lander

desires to participate in the LOCAL GOVERNMENT PROJECT ARPA GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the  
City of Lander  
recognizes the need for the request; and

WHEREAS, the Local Government Project ARPA Grant program requires that certain criteria be met, as described in the State Loan and Investment Board’s Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the American Rescue Plan Act (ARPA), the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

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

that a grant application in the amount of \$ 7,500,000.00

(Amount being requested)

be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the

Table Mountain Living Community construction project

(Name of Funds Requested)

BE IT FURTHER RESOLVED, that

RaJean Strube Fossen, Assistant Mayor & Charri Lara, City Treasurer

(Name and Title of Person(s))

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

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

PASSED, APPROVED AND ADOPTED THIS

10th day of January 2023

(Date)

(Month)

(Year)

(Signature)

Monte Richardson, Mayor

(Name and Title)

Attest:

(Signature)

Rachelle Fontaine, City Clerk

(Name and Title)



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-32562-1

**Date:**

12/16/2022 1:08 PM

**Expires On:**

12/31/2022

**Client:**

LANDER, WYOMING

**Bill To:**

LANDER, WYOMING

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jordan Cairns	x	cairns@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Municode Meetings Ultimate Annual	Municode Meetings Ultimate Annual	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Municode Meetings Ultimate – One-Time Build Cost	Up to 5 Boards, Up to 8 Hours of Virtual Training	One-time

List Price - Year 1 Total	USD 5,200.00
Total Investment - Year 1	USD 2,600.00
Annual Recurring Services - Year 2	USD 4,160.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 4 of service.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.
7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.
8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

### Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: \_\_\_\_\_

### Contract Contact

Email

Phone

Ext.

Fax

### Project Contact

Email

Phone

Ext.

Fax



City of Lander, WY

## Meeting & Agenda Management Solution

Proposal Valid Through December 31, 2022

Jordan Cairns  
P: 785.370.7764  
cairns@civicplus.com



# Company Profile

## Powering and Empowering Local Governments

---

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations. We are proud to have earned the trust of our over 12,000 local government customers and their 100,000+ administrative users.

In addition, 340 million citizens in North America are connected with their local government via our solutions and services.

Knowing that our tools help so many individuals find local information, apply for jobs, stay informed during times of disaster, request civic services, and be active in their communities pushes us to continually evolve our solutions as the needs of local governments evolve.



70

Years of gov experience



12,000+

Local government clients



340

Million citizens connected with their local government

---

Local government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. With it, municipalities increase revenue and operate more efficiently while fostering trust among Customers.

Feature	Premium	Ultimate
Native Microsoft Word™ based agenda solution Ease-of-use with minimal use of HTML fields	✓	✓
Create agendas (HTML and PDF versions)	✓	✓
Integration with Meetings Hub, Website, and Codification Services Optional Meetings webpage with meetings, calendar, search integration	✓	✓
Unlimited meetings	✓	✓
Unlimited users	✓	✓
Create meetings	✓	✓
Create agenda packets	✓	✓
Automatically publish to the website Optional meetings webpage with meetings, calendar, search, agenda, agenda packet, minutes	✓	✓
Attach agenda item files with no limit on number or file size	✓	✓
Submit/add agenda items	✓	✓
Public In-Meeting Display Presentation screen to display current agenda item and voting results	✓	✓
Roll Call	✓	✓
Self-service video timestamping of agenda items to meeting videos	✓	✓
Predefined User Roles and Permissions	✓	✓

Feature	Premium	Ultimate
Minutes Support Includes clerk-controlled voting	✓	✓
Minutes Support Includes electronic legislator voting		✓
One-step workflow for agenda items Approved   Not Approved	✓	✓
Ability to route Approve agenda items between five people		✓
Board and Committees Meeting Bodies, i.e. Council and Planning Commission	2	Up to 5
Meeting agenda and minutes templates Choose from a list of fonts, headers and section; subsections are customer	Create 1	Create 2
Custom staff report with bookmarking for automation		✓
60-minute training sessions	4	8
Telephone support 7 a.m. – 7 p.m. ET	✓	✓
Email support with 4-hour response time during working hours	✓	✓
Emergency 24x7 support	✓	✓
Product Support Help Center Online Tutorials and More	✓	✓



Options	Premium	Ultimate
<b>Meetings Hub</b> Public-facing; advanced search and historical meeting capabilities	\$1,000 / year	\$1,000 / year
<b>Email Subscriptions</b> Requires Meetings Hub	\$600 / year	\$600 / Year
<b>Auto-Import Historical Meeting Files</b> Requires Meetings Hub, includes agendas, minutes, and search indexing	\$1,500 one-time	\$1,500 one-time
<b>Additional Meetings Bodies</b>	\$300 per meeting body per year	\$300 per meeting body / year
<b>Custom Meeting Agenda and Minutes Templates and Sections</b>	\$1,000 one-time / template	\$1,000 one-time / template
<b>Customized Agenda Item Approval Workflows</b>	\$500 per workflow / year	\$500 per workflow / year
<b>Custom User Roles and Permissions – Including Departments</b>	\$1,000 one-time	\$1,000 one-time
<b>Video Timestamping</b>	Up to 36 meetings \$2,520 / year	Up to 36 meetings \$2,520 / year

## Meetings Hub Features (Optional)

### Base

- Public Meetings Portal
  - ADA Compliant HTML/CSS (WCAG 2.1 AA)
  - Custom header with logo, choice of colors, and customizable menu links
  - A best-in-class search engine that indexes the contents of PDF agendas and minutes
  - Video integrations with Vimeo, YouTube, SuiteOne Media, Cablecast Communications, custom third-party video providers
  - Meeting calendar
  - Create meetings and upload PDF agendas and minutes
  - Integrations with web search Municode Next | Online Code
  - Telephone support 7 a.m. – 7 p.m. ET
  - Email support with 4-hour response time during working hours
  - 24 x 7 Emergency support
- 

### Optional

- Auto-import for historical agendas and minutes and search indexing
  - Email Notifications
  - Board Management
- 

## Board Management Features (Optional)

### Base

- Unlimited Boards and Committees
- Manage term start/stop dates
- Export member data
- Online board application form
- Board member approvals
- Term expiration report
- Term expiration email notifications
- Auto-expiration option for expiring terms
- Public web page for each board and committee
- Create custom links/buttons on each board page
- Custom web header (logo/colors)
- Free integration with Municode Meetings

NOTE: Requires Municode Website or Municode Portal

# Project Timeline and Approach

---



## Phase 1 – Introduction and Initial Configuration

---

Customer Responsibility	CivicPlus Responsibility
<ul style="list-style-type: none"><li>• Before introduction call:<ul style="list-style-type: none"><li>○ Complete the design survey</li><li>○ Provide Word versions of your agendas and item reports</li></ul></li><li>• During introduction call:<ul style="list-style-type: none"><li>• Confirm agenda template design</li><li>• Confirm agenda content (e.g., sections, items)</li><li>• Confirm workflow option</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Schedule introduction call</li><li>• Conduct introduction call:<ul style="list-style-type: none"><li>○ Confirm design selections</li><li>○ Present draft agenda based on design</li></ul></li><li>• Schedule Kickoff Call</li><li>• Configure System</li></ul>

---

## Phase 2 – Initial Review

---

Customer Responsibility	CivicPlus Responsibility
<ul style="list-style-type: none"><li>• Kickoff Call<ul style="list-style-type: none"><li>○ Review templates</li><li>○ Approve site configuration</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Complete site configuration</li><li>• Provide training materials and login info for primary users</li><li>• Schedule training sessions</li></ul>

---

## Phase 3 – Training and Final Configuration and Review

---

Customer Responsibility	CivicPlus Responsibility
<ul style="list-style-type: none"><li>• Attend training sessions at agreed-upon times</li><li>• Complete all assigned tasks (e.g., practice packets, adding users, watching training videos)</li></ul>	<ul style="list-style-type: none"><li>• Lead training sessions (number of sessions dependent on solution tier)</li><li>• Configure publishing option</li></ul>

---

## Phase 4 – Additional Services as Needed

---

Customer Responsibility	CivicPlus Responsibility
<ul style="list-style-type: none"><li>• Supply any supporting documents or communication for additional contracted work</li></ul>	<ul style="list-style-type: none"><li>• Complete any custom/additional contracted work</li></ul>

---

# Hosting and Support

---

## 24x7 Emergency Support

We will be available from Monday to Friday, 7 a.m. to 7 p.m. CT via email and phone to handle routine questions from staff. In addition, we will provide you with contact numbers to reach us for after-hours emergency issues.

## System Monitoring and Recovery

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after detecting an issue.



## Award-Winning

---

CivicPlus' customer service team has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards, which are the world's top honors for customer service, sales professionals, and more.

---



## 2021 Support Metrics

---

- Total Tickets – 103,759
  - Average Chat Response – 3.48 Minutes
  - Average Phone Response – 7:57 Minutes
  - Customer Satisfaction Score – 95.7%
  - Solved in One Touch – 71.2%
- 



# Project Costs

	Premium Agenda Management	Ultimate Agenda Management
One-Time Build Fee	No Fee	No Fee
Subscription	<input type="checkbox"/> 20% Discount on annual fees If a CivicPlus Customer for Website <u>AND</u> Codification  <input type="checkbox"/> 10% Discount on annual fees If a CivicPlus Customer for Website <u>OR</u> Codification  <input type="checkbox"/> \$4,200/year Standalone	<input type="checkbox"/> 20% Discount on annual fees If a CivicPlus Customer for Website <u>AND</u> Codification  <input type="checkbox"/> 10% Discount on annual fees If a CivicPlus Customer for Website <u>OR</u> Codification  <input type="checkbox"/> \$5,200/year Standalone



# Add-Ons

---

## Optional Add-Ons to Premium or Ultimate Agenda Package

- ☐ **Additional Meetings Bodies | \$300 per meeting / year**  
Premium includes two  
Ultimate includes up to five  
Requested Number of Additional Meetings Bodies \_\_\_\_\_
- ☐ **Custom Agenda or Minutes Templates | \$1,000 one-time / template**  
Number of Custom Meetings Templates \_\_\_\_\_
- ☐ **Customized Agenda Item Approval Workflows | \$500 per workflow / year**  
Number of Custom Workflows \_\_\_\_\_
- ☐ **Custom User Roles & Permissions | \$1,000 one-time**
- ☐ **Video Time-Stamping Service | \$2,520 / year up to 36 Meetings**
- ☐ **Meetings Hub | \$1,000/year**  
Public-facing Page with advanced search and historical meeting capabilities  
10% discount if Meetings purchase is bundled with codification
- ☐ **Email Subscriptions | \$600 / year**  
Requires Meetings Hub or website Purchase
- ☐ **Auto-Import Historical Meeting Files | \$1,500 one-time**  
Agendas, minutes, and search indexing  
Requires Meetings Hub or website purchase
- ☐ **Board Management | \$1,000 / year**  
Requires Meetings Hub or website Purchase



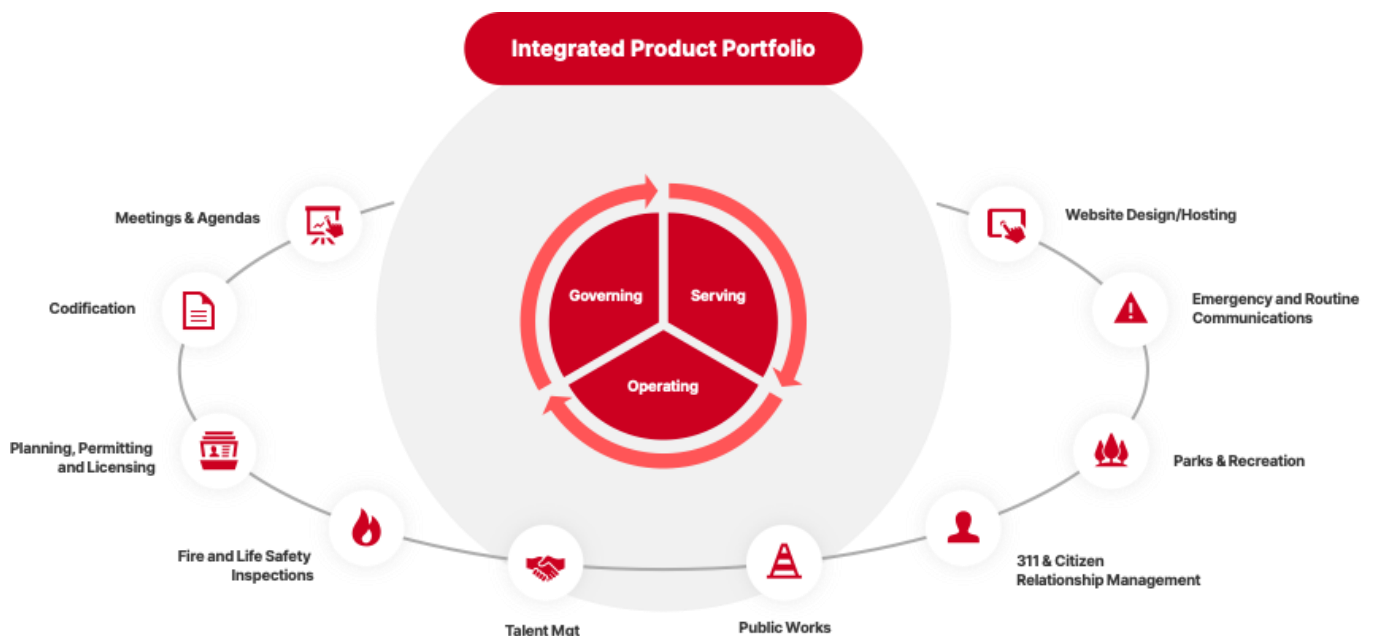
## Your Integrated Product Discount

We will apply the appropriate discount to your future purchases of a **1)** Drupal website, **2)** our integrated agenda and meeting management solution, and **3)** Municode codification.

- **Meetings Management:** See previous page.
- **Drupal Website:** 10% (double bundle) and 20% (triple bundle) discounts apply to annual fees.
- **Codification:** 10% (double bundle) and 20% (triple bundle) discounts apply to annual fees for Self-Publishing Software **or** On-line Code Hosting Platform (MunicodeNEXT and Premium Features).

## The Civic Experience Platform from CivicPlus

CivicPlus is the only government technology company exclusively committed to powering and empowering local governments to efficiently operate, serve, and govern through the use of our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams.



## Payment Schedule & Product Details Selection

Upon signing of contract	100% of Year-1 costs
--------------------------	----------------------

### Notes

- Upon receipt of your selections associated with this document, with special attention to the **project costs page** and the **add-ons page**, we will then create a formal summarized statement of work that delineates each item you have select for your final signature by a signing authority.
- Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
- If any of the payment schedule and terms noted above do not meet your needs, please discuss with us so that we can try to accommodate your goals.
- This document is marketing material and does not form a legal agreement with CivicPlus. This document shall not be incorporated into, nor form part of, the final agreement. Final pricing may be subject to change based on the actual line items agreed upon between the parties.

- ☐ We have made our selections by checking the desired boxes on the project cost and add-ons page and would like a formal statement of work for our final signature for this product. *(These selections, and our initials below, do not constitute a contract or intent to buy, but provide the information needed create the formal purchase document for final signature.)*

Initials \_\_\_\_\_

### See Next Page

- Let us know if you would like more information regarding any of the following:
 

<input type="checkbox"/> Website Design	<input type="checkbox"/> Public Works
<input type="checkbox"/> Codification	<input type="checkbox"/> Talent Management
<input type="checkbox"/> Emergency and Routine Communications	<input type="checkbox"/> Fire and Life Safety Inspections
<input type="checkbox"/> Parks, Facilities and Recreation Management	<input type="checkbox"/> Planning, Permitting, Code Enforcement
<input type="checkbox"/> 311 and Citizens Relationship Management	

**CivicPlus**

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

**Quote #:**

Q-32561-1

**Date:**

12/16/2022 12:59 PM

**Expires On:**

12/31/2022

**Client:**

LANDER, WYOMING

**Bill To:**

LANDER, WYOMING

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jordan Cairns	x	cairns@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Ultimate Web Open Subscription	Ultimate Design, 150 pages migration, 3yrs meetings migration, free virtual training sessions	Renewable
1.00	Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Ultimate Implementation	Ultimate Implementation	One-time
1.00	Bids and RFPs Listings Annual	Bids and RFPs Listings	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Parks and Trails Directory Annual	Parks and Trails Directory	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

List Price - Year 1 Total	USD 5,250.00
Total Investment - Year 1	USD 2,625.00
Annual Recurring Services - Year 2	USD 4,200.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

V. PD 06.01.2015-0048

Page 1 of 4

3. The Total Investment - Year 1 will be invoiced upon signing of this SOW.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 4 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after a period of months (36, 48, or 60 months as determined by the number of years in the redesign line item on this SOW) of continuous service under this SOW (the "Redesign Term"), Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after continuous service during the Redesign Term. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after continuous service during a subsequent Redesign Term. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

*Signature Page to Follow.*

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

### Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: \_\_\_\_\_

### Contract Contact

Email

Phone

Ext.

Fax

### Project Contact

Email

Phone

Ext.

Fax



municipal websites

OPEN

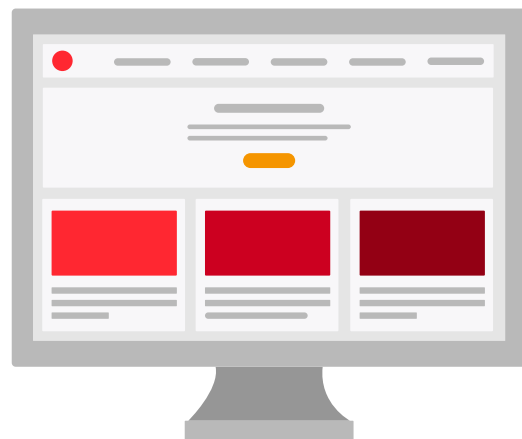
City of Lander, WY

## Website Design & Hosting Solution

Proposal Valid Through December 31, 2022

Prepared by:

Jordan Cairns  
P: 785.370.7764  
cairns@civicplus.com



# CivicPlus Company Overview

---

## CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and citizen relationship management, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

### EXPERIENCE

**20+** Years  
**12,000+** Customers  
**900+** Employees

### RECOGNITION

**Inc. 5000** 11-time Honoree  
**GovTech** 2022 Top 100 Company  
**Stevie® Awards** Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

### Primary Office

302 S. 4th Street Suite 500  
Manhattan, KS 66502  
Toll Free: 888.228.2233 | Fax: 785.587.8951  
civicplus.com



civicplus.com



# Powering & Empowering Local Governments

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Local government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

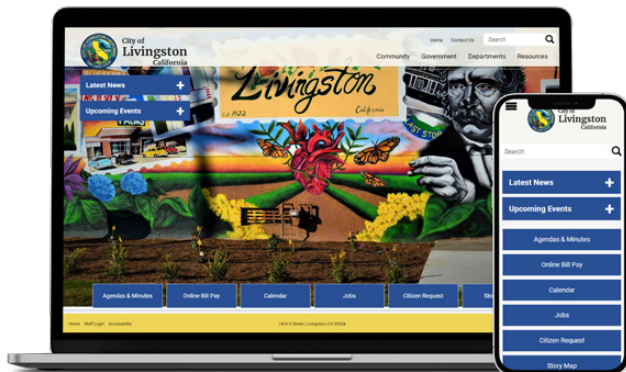
What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering local governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among customers.



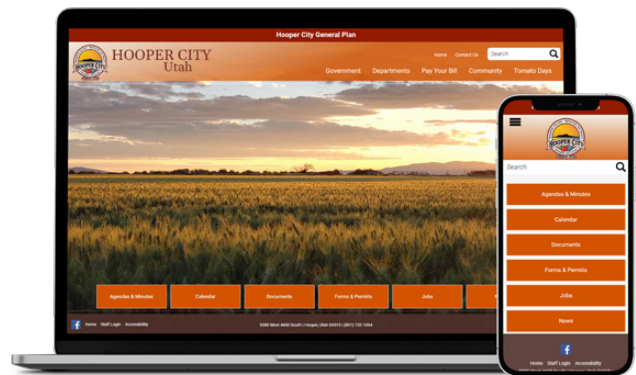
# Premium Designs

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Your art director will work with you to understand your municipality's needs and style.

Our Premium Designs are ideal for communities that want a professional, mobile-friendly design without the added expense of extensive custom design work. A Premium Design offers all the same features and functionality; any differences are website design related. Premium designs have fewer custom design elements, such as a non-scrolling site element, while still retaining enough design elements to make the site yours. Customize your logo, color palette menu, quick link layouts, and background images.



**Livingston, California**  
[cityoflivingston.org](http://cityoflivingston.org)



**Hooper City, Utah**  
[hoopercity.com](http://hoopercity.com)



**Arkansas City, Kansas**  
[arkcity.org](http://arkcity.org)

# Ultimate Designs

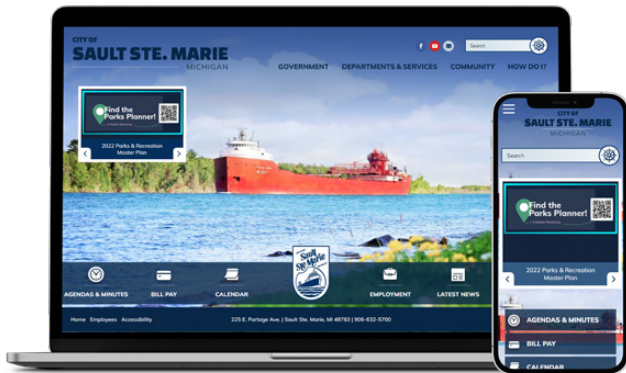
An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



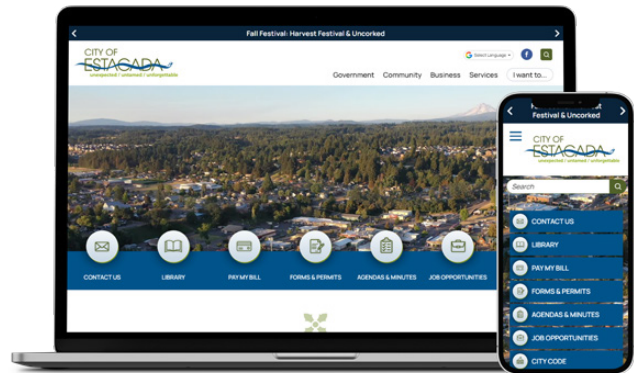
**Clatsop County, Oregon**  
[co.clatsop.or.us](http://co.clatsop.or.us)



**Mission Springs Water District, California**  
[mswd.org](http://mswd.org)

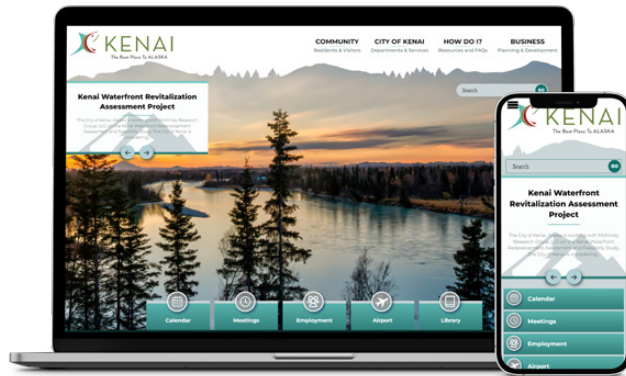


**Sault Ste. Marie, Michigan**  
[saultcity.com](http://saultcity.com)



**Estacada, Oregon**  
[cityofestacada.org](http://cityofestacada.org)





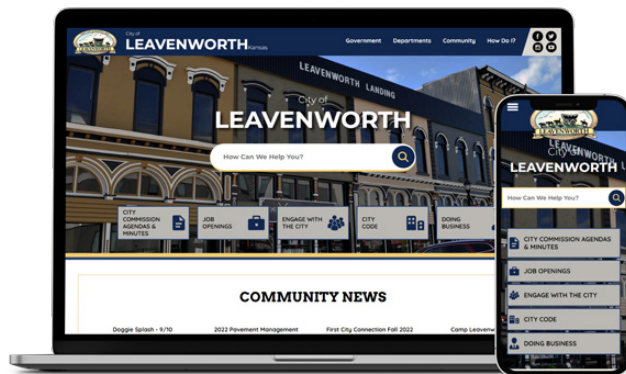
**Kenai, Alaska**

[kenai.city](http://kenai.city)



**Wilsonville, Oregon**

[ci.wilsonville.or.us](http://ci.wilsonville.or.us)



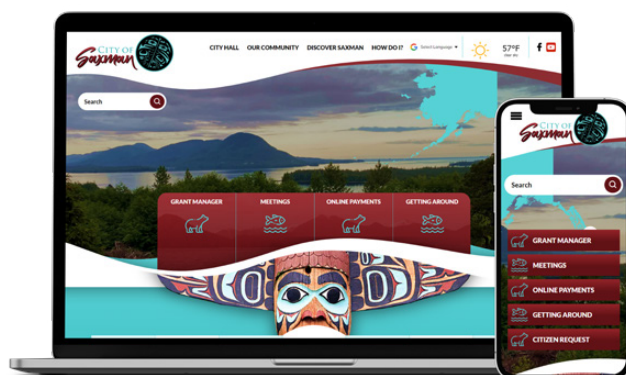
**Leavenworth, Kansas**

[leavenworthks.org](http://leavenworthks.org)



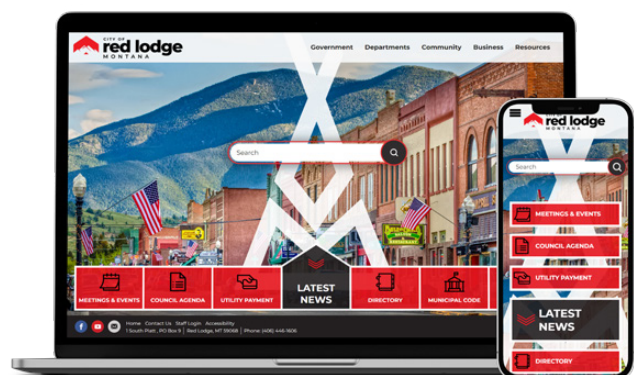
**Royal Palm Beach, Florida**

[royalpalmbeach.com](http://royalpalmbeach.com)



**Saxman, Alaska**

[cityofsaxman.com](http://cityofsaxman.com)



**Red Lodge, Montana**

[cityofredlodge.net](http://cityofredlodge.net)

# CMS Features & Functionality

CivicPlus' municipal websites are built using a CMS specifically for local governments and offers full feature sets for all your department's needs. Using CivicPlus for your website provides an excellent experience for both your staff and residents in the community. Granular permissions can allow each department to easily edit content and manage their residents' interactions.



We have the solution to the challenges you face with full feature sets for all your department needs!



**Website Design Tailored to Your Needs**



**Hosting, Security, & Reporting**



**Modules That Provide Transparent Information**



**Resident Engagement Tools**



**Tools for Residents to Do Business Online**



**Convenient Access from Any Device**



**Intuitive & Easy to Use**



**Granular Permissions to Match Your Processes**



**ADA Compliance**



**Can Expand & Grow with Your Ever-Changing Needs**

## CivicPlus Website Features

### WEBSITE DESIGN TAILORED TO YOUR NEEDS

**Stunning Design** – A professional art director will work closely with you to design a website that fits your municipality's style and needs.

**Intuitive Site Navigation** – Main navigation menu, via a mega menu or drop-down, keeps it simple to get to any page.

**Image Displays** – Interactive widgets that include photos and videos to showcase your community.



civicplus.com

**Unlimited Number of Department Specific Pages (microsite)** – A page specifically for an individual department/board that can automatically display department-specific information in the sidebar of your pages. This allows categorization and filtering by department and allows permissions to be department based.

**Site Within a Site (subsite)** – Add-on that allows any department/board or page to have an entirely different look and feel to match your department's style, while still being part of the same website and using the same backend CMS.

## HOSTING, SECURITY, & REPORTING

**Domain Management** – CivicPlus can provide full-service domain hosting.

**Secure Site Gateway** – Every website receives an SSL certificate for your peace of mind.

**Secure Login** – Optimal security is available through Microsoft's Identity Server.

**Single Sign On (SSO)** – Ability to log into multiple CivicPlus products with the same login credentials.

**Custom Identity Provider (IdP)** – A custom IdP is available as an add-on through Azure AD, Okta, and ADFS.



**CAPTCHA Secure** – The CMS uses CAPTCHA technology to restrict auto-generated submissions.

**Data Ownership** – Customers always own the rights to all their data.

**Audit Trail/History Logs** – The CMS captures and stores a complete history of content postings.

**Archive Center** – All non-published content can be stored in a cabinet location for reference and future use.

**Analytics and Reporting** – Google Analytics provide web analytics and other reporting is available such as a broken links report.

## MODULES THAT PROVIDE TRANSPARENT INFORMATION ON YOUR SITE

**Advanced Calendaring** – Create meetings and events to be displayed in calendars throughout your website. Residents can easily use our calendars with custom filters, multiple event views, and export capabilities.

**Meetings and Agendas** – Manually post meetings and agendas on the website with a built-in module. For advanced functionality, including automated agenda and packet generation and live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

**Advanced Search in Your Website** – Quickly search all pages and uploaded files across the website. Department-specific search options are also available.

**News & Announcements** – Display the most recent news on your home page or department pages.

**FAQs** – Easily show your most frequently asked questions and their corresponding answers.

**Important Alerts** – Prominently display urgent messages on the home page and/or department home pages to notify residents of time-sensitive information, such as closings or inclement weather warnings.

**Document Center** – Staff can upload and manage documents in one central repository.



**Image Library** – Store all your photos and graphical images in one central location for access by all applicable staff.

**Staff Directory** – Manage staff names and contact information in one central repository, and easily display applicable staff members on various pages.

**Business Directory** – As an optional add-on, this feature lists information about businesses within your community by category; businesses can also submit their information on a form to be approved by your staff before publishing.

**Embedded Videos & iFrames** – Embed Vimeo or YouTube videos or iFrame in third-party partners on any page.

**Dynamic Site Map** – Sitemap configuration that search engines can easily consume.

## RESIDENT ENGAGEMENT TOOLS

**Unlimited Email Subscriptions/Notifications** – Allow residents to subscribe and receive email alerts for new website posts that interest them.

**SMS Subscriptions/Notifications** – This add-on feature allows residents to subscribe and receive SMS text messages for new website posts they're interested in.

**RSS Feeds** – RSS feeds are available for department updates, news, and urgent alerts.

## TOOLS FOR RESIDENTS TO DO BUSINESS ONLINE

**Requests, Feedback, and Submissions from Residents via Web Forms** – Our fully customizable web forms allow for a variety of resident interaction. Form submissions can be automatically routed to a specific person or department. Common uses cases of our custom web forms include:

- Service Requests
- Contact Us
- Surveys and Polling
- Applications
- Suggestions, Complaints, and Tips

**Interactive Maps** – Provide a graphical representation of location-specific information shown on a map.

**Job Postings and Applicants** – Staff can post job openings, allowing residents to browse available jobs online and apply through an online form submission.

**Payments** – Citizens can make payments online through CivicPlus Pay (add-on) or you can iFrame or link out to another third-party payment system.

## CONVENIENT ACCESS FROM ANY DEVICE

**Responsive Design / Mobile Support** – Your website design will be built to automatically adjust and scale so that it works well on all devices regardless of screen size, including wide screen monitors, tablets, and mobile devices.



## INTUITIVE & EASY TO USE

**Intuitive CMS** – Easiest website editing with only a few clicks that's intuitive for even non-technical users.

**Text and Image Editors** – One WYSIWYG editor interface, similar to Microsoft Word, for all types of content, as well as an image editor to adjust focal points on photos.

**Previewing** – Edit pages to your liking before publishing to the live website.

**Scheduling Options** – Schedule content to automatically publish and unpublish on your site at a specific date and time.

**Social Media Integrations** – Quickly auto-post to Twitter and Facebook while you're adding content, news, or alerts to your website. Conversely, we often use iFrames to display your Twitter and/or Facebook feeds right on your website page. Our web pages also come equipped with built-in YouTube video players.

**Versioning** – All previous versions of pages are saved online, allowing you to view or re-publish at any time.

**Google Translate** – Translate content on your site to multiple languages, utilizing Google Translate, for ease of use for all residents.

**Easy to Use Forms Builder** – Feature-rich webform builder available for simple and advanced tasks, that when submitted can be routed to the appropriate people.



**Content Efficiencies** – Create and manage content once and have it display multiple places.

**Tags/Views** – All files can be easily found through filters of tags on items such as documents and images.

## GRANULAR PERMISSIONS TO MATCH YOUR PROCESSES

**Roles & Permissions** – User accounts are assigned a role, granting the users specific levels of permissions within the CMS.

**Department Specific Permissions** – Permissions can be set so individuals have access to edit their own department's content (or multiple departments) without having to rely on an IT director or Administrator to make website changes for them.

**Menu Manager** – Department users can manage their own sub-menus, and advanced users control primary navigation and homepage components.

**Staff Intranet** – Easily create private pages or entire private department areas with user and password log-in protection.

**Unlimited Users and Pages** – Customers can add unlimited staff users and create unlimited pages to their website.





## ADA COMPLIANCE

**Start Compliant** – The CivicPlus implementation team builds websites that are ADA WCAG 2.0 compliant.

**Stay Compliant** – Tools are built into the system to reduce the chances of violating ADA compliance guidelines, such as requiring an Alt Tag on photos that are uploaded. We offer our Monsido Web Governance program to provide a wide array of tools for maintaining the quality, ADA compliance, internal policy compliance, and optimal functionality of your site. And as a partner program, we can include AudioEye for automatic ADA remediation at a discounted rate.

## Your CivicPlus Website Can Expand and Grow with Your Ever-Changing Needs

- Your new website will be built on the trusted Drupal platform.
- Full functionality is available with an unlimited number of uses to meet your needs now and in the future.
- Integration with CivicPlus product suites for many additional benefits. For example:
  - SSO, email notifications, text notifications (add-on), and a resident portal.
  - Access to add-on other integrated CivicPlus products such as service request, FOIA, social media archives, mass emergency notification software.
- Free regular group trainings to continuously keep new staff trained.



# Implementation

---

## Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your new CivicPlus Municipal Website. Your exact project timeline can vary based on the determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, adherence to approval deadlines, and other factors. Some of the phases listed here can overlap and occur concurrently.

Based on our experience, the estimated timeline for the successful completion of your website project is approximately 10-12 weeks. A finalized schedule will be compiled after we meet with you.

<b>PHASE 1: ANALYZE REQUIREMENTS &amp; REVIEW PLAN</b>	3-4 Weeks	<ul style="list-style-type: none"><li>• Website Assessment</li><li>• Website Design Meeting</li><li>• Project Manager Meeting</li></ul>
<b>PHASE 2: DESIGN &amp; BUILD</b>	2 Weeks	<ul style="list-style-type: none"><li>• Design Concept Creation &amp; Approval (Ultimate designs)</li><li>• Website Setup, Configuration, and Customization</li></ul>
<b>PHASE 3: MIGRATE CONTENT</b>	1-2 Weeks	<ul style="list-style-type: none"><li>• Content Finalization &amp; Departmental Review</li><li>• Directory Pages/Staff Directory and Ordinances/Resolutions</li><li>• If purchased: Projects, Commercial/Industrial Properties, Business Directory,</li></ul>
<b>PHASE 4: STAFF TRAINING</b>	2-3 Weeks	<ul style="list-style-type: none"><li>• Flexible staff training schedule allows attendance over an extended timeframe, even allows individuals to repeat a session at their direction</li></ul>
<b>PHASE 5: TESTING</b>	1 Week	<ul style="list-style-type: none"><li>• Functional Testing</li><li>• Acceptance Testing</li></ul>
<b>PHASE 6: GO LIVE</b>	1 Week	<ul style="list-style-type: none"><li>• Go Live</li></ul>



# Approaching Your Project Implementation

## Communication & Management

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed.

Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Tasks, deliverables, and milestones are aligned to deliver your website in an optimal timeframe

Cloud Coach utilization, combined with regular check-ins with your project manager, provides ample opportunities to review project progress quickly and efficiently.



## Phased Approach

### PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN

Website Assessment	CivicPlus will analyze your current website(s) to assess the existing navigation, features/functions, and content quality.
Website Design Meeting	<p>CivicPlus will conduct a design meeting with a customer- defined web advisory team. We recommend the advisory team be limited to a maximum of four members who will provide input regarding the overall design of the new website, including the site branding and high-level site navigation. The individual or team will review website version images provided by the designer.</p> <p><b>Deliverables:</b> Website design specifications (graphic design, information)</p>
Project Manager Meeting	<p>CivicPlus assigns a qualified Project Manager to guide you through the Website Content build-out. They will assist you with determining the content to be migrated or developed. During your initial meeting they will discuss topics such as website menuing, domains &amp; DNS, training approach, and a variety of other related website topics.</p> <p><b>Deliverables:</b> Customer will develop an overall understanding of how the process will flow right through to Implementation.</p>



## PHASE 2: DESIGN & BUILD

Design Concept Creation & Approval (Ultimate Designs)	<p>CivicPlus will complete concepts for the homepage. These concepts will incorporate all the graphical elements and layouts. You will select a concept after a series of iterative design revisions—up to six mockup revisions. You will officially sign-off on the final website design selected once it meets your expectations.</p> <p><b>Deliverables:</b> Design concepts, Finalized design (Adobe XD)</p>
Website Setup, Configuration, & Customization	<p>CivicPlus will create a fully functional website that includes the elements described in this proposal.</p> <p>CivicPlus will finalize the remaining components within the approved design and navigation as part of the website setup.</p> <p><b>Deliverables:</b> Functional website setup, Content migration initiated</p>

## PHASE 3: MIGRATE CONTENT

Content Finalization & Departmental Review	<p>CivicPlus will migrate all content for your staff to review and finalize before go-live. See the pricing section for the specific number of included pages.</p> <p><b>Deliverables:</b> Content creation and migration, Homepage and Departmental content review</p>
Directory Pages/ Staff Directory & Ordinances/ Resolutions If Purchased: Projects, Commercial/Industrial Properties, Business Directory	<p>Depending upon website options selected and the volume of data CP may provide you with a custom Microsoft Excel template to complete to allow for auto-importing.</p> <p><b>Deliverables:</b> Content creation and migration, Departmental content signoff</p>
Agenda & Minutes Migration	<p>The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.</p>



## PHASE 4: STAFF TRAINING

### Staff Training

Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend training sessions over 3–4-week period prior to going live. During this time, you have the option of repeating any session as desired. Our flexible scheduling of sessions will make it easier to fit training into your weekly schedule.

**Deliverables:** Online Training with a Qualified Instructor, Video Conference, Videos and User guides

## PHASE 5: TESTING

### Functional Testing

CivicPlus will perform a series of tests across multiple browsers and operating system versions to confirm site functionality and all features documented in this proposal.

**Deliverables:** Complete and Comprehensive Testing

### Acceptance Testing

A standard webpage is defined as one that contains a title, body text, and up to five links, file attachments, or images. We will provide a custom quote if you require migration of more complex pages.

**Deliverables:** Site acceptance by customer

## PHASE 6: GO LIVE

### Go Live

We will work with you to make the appropriate Domain and DNS entry changes to initiate the process of making the new site available on the internet. Once the website is Live we will transition you to our Technical Support organization for the best post-implementation experience.

**Deliverables:** Final Website – Live!



# Your Role During Implementation

A smooth, on-time deployment is dependent on the customer's participation, providing timely information and approving proofs quickly.

- The customer will make available relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort and create new content copy as needed.
- The customer will assign a single point of contact that will be responsible for coordinating the schedules of other project stakeholders.
- The customer will review any deliverables requiring formal approval within five business days and return all comments and issues at or before those five days have elapsed.
- The customer will assign one person who will act as the ultimate decision-maker in the case where consensus among the team cannot be reached.
- The customer must agree to the applicable terms of services for Google-related services such as Google Analytics and Google Maps to access those features. CivicPlus is not responsible for Google's decisions related to discontinuing services or changing current APIs.



# Continuing Services

---

## Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in the United States are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

### Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center ([civicplus.help](https://civicplus.help))

## AWARD-WINNING



CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

### 2021 Support Metrics

- Total Tickets – 103,759
- Average Phone Response – 7:57 Minutes
- Customer Satisfaction Score – 95.7%
- Solved in One Touch – 71.2%



## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

## MAINTENANCE

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

## Hosting & Security

Your new website will be hosted by CivicPlus in conjunction with a third-party managed solution, Acquia, a software as a service provider specializing in the Drupal Platform (acquia.com). Acquia Cloud is built on AWS infrastructure using a High Availability architecture across AWS Availability Zones. The CivicPlus platform is multi-tiered with its load balancers, application, database, and a filesystem each on separate tiers. Multi-tier infrastructure has resiliency, performance, scalability, and security advantages over a single-tier system. This will allow CivicPlus to maintain greater control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website would be hosted at their Reston, VA data center. This is a state-of-the-art, Tier IV facility, with N+2 power, cooling, and generators which is manned 24/7/365 and monitored by armed guards. The systems have redundant power supplies and disk arrays with a hardware RAID card. For hosting, we utilize an OpenStack based cloud that is fully redundant. The server that would host your site is a dedicated CivicEngage server that utilizes 12 webheads and a load balancer to account for traffic surges as needed. It is a multi-tenant server, with all municipalities utilizing the same CMS. Your website is backed up daily to a Contegix data center in Las Vegas, Nevada.

We are committed to 99.9% uptime and rapid response to any technical issues that may arise. For any technical issues or needs, customers have 24/7 access to our support team.

Occasionally our customers encounter natural disasters such as tornadoes or tropical storms, and man-made crises (Newtown, CT, Parkland, FL). In all cases, our staff is committed to taking on an active webmaster role as needed at no cost to our customers.





# Project Costs

## Features & Functionality

- CivicPlus Municipal Website
- Unlimited user licenses
- Unlimited staff page creation ability

## Implementation

- Premium/Ultimate Design
- Up to 150 pages Content Migration
- Up to 3 years worth of Agendas & Minutes PDF/DOC Migration
- Pre-scheduled weekly training sessions allow you to register and attend sessions to fit your schedule

## Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support
- Free monthly training webinars
- Access to the CivicPlus Help Center with click-through tutorials
- Dedicated customer success manager

	Premium Design	Ultimate Design
One-Time Implementation Fee	No Fee	No Fee
Hosting & Support Annual Fee	\$4,100	\$4,700
	20% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>AND</u> Codification	
	10% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>OR</u> Codification	



# Optional Enhancements

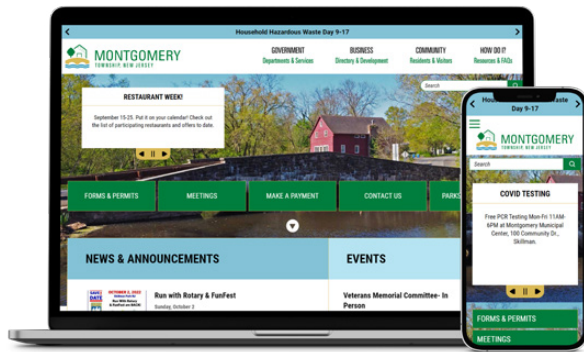
Optional Items	Cost
Business Directory	\$750 / year
Projects Directory	\$350 / year
Properties Directory	\$350 / year
Parks Directory	\$350 / year
Bids and RFPs	\$200 / year
Specialty Subsites	\$1,500 / year
Website Redesign Every Fourth Year (Ultimate Package Only)	\$750 / year
Chatbot for Residents	\$2,500 / year
Text Messaging (up to 20,000 SMS texts included)	\$500 / year
CivicPlus Pay	\$3,000 one-time \$1,500 / year
Additional Pages of Content Migration (150 pages and 3 years of meetings are migrated as a part of the base price)	\$250 / 50 pages



# Specialty Subsite Graphic Designs

We also offer the option of having graphic designs for subsites that require specialized branding. These specialty subsites leverage your content management system and database, enabling the same functionality as your primary website with a unique look and feel.

## Montgomery Township, New Jersey - Parks & Recreation Subsite

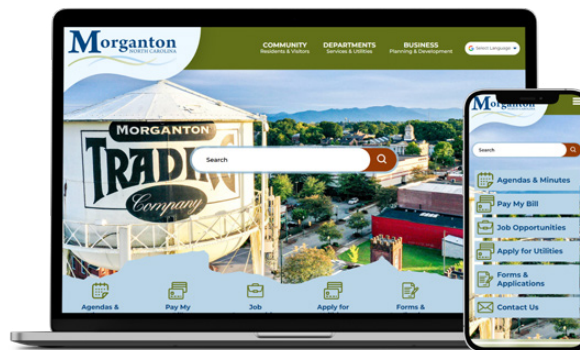


[montgomerynj.gov](http://montgomerynj.gov)

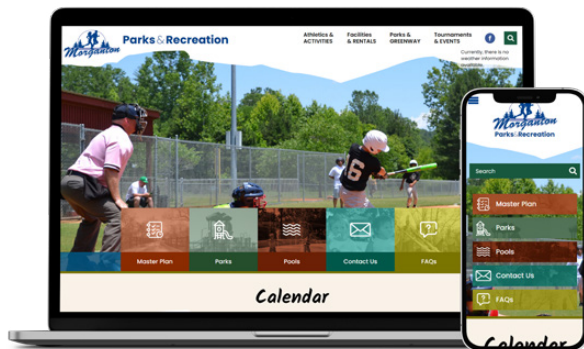


[montgomerynj.gov/parksrec](http://montgomerynj.gov/parksrec)

## Morganton, North Carolina – Parks & Recreation Subsite & Downtown Subsite



[morgantonnc.gov](http://morgantonnc.gov)



[morgantonparksandrec.com/parksrec](http://morgantonparksandrec.com/parksrec)



[downtownmorganton.com/main-street](http://downtownmorganton.com/main-street)

## Invoicing Details

- 100% of Year 1 costs upon contract signing.
- Annual recurring Services shall be invoiced on the start date of each Renewal Term.
- Annual Recurring Services shall be subject to a 5% annual increase beginning in year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment schedule and terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

## Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available.

A formal, summarized Statement of Work that delineates your chosen project scope will be provided for your review and final signature.

If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

## Additional Solutions & Services

Our Civic Experience Platform provides a bridge between citizens and governments for positive interactions. We offer the following solutions and services for our customers:

- Meetings and Agenda Management
- Codification (Municode)
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management
- Process Automation and Digital Services
- Public Works
- Fire and Life Safety Inspections
- Planning, Permitting, Licensing, and Code Enforcement
- Web Governance and ADA Remediation (ADA Compliance, Quality Assurance, Internal Policy Compliance, Site Functionality Optimization)
- Social Media Archiving
- FOIA Management

Visit our [website](https://www.civicplus.com) or reach out to your Account Executive for additional information, a schedule a demo, or to obtain a quote.



# Guidance from the Wyoming State Archives

The Wyoming State Archives is responsible for collecting, managing, and preserving public records from Wyoming agencies. In a document providing guidelines for Wyoming records officers, the State Archives included clarification that "electronic records" does include social media content. This guidance suggests that social media records in Wyoming are governed by the Wyoming Public Records Act.

[View the Wyoming State Archives Guidance](#) ⊕

Excerpt from the Wyoming State Archives [Guidelines for Wyoming State Agency Records Officers](#).

## ELECTRONIC RECORDS

**Electronic records include databases, E-mail, text messages, e-government transactions, and social media,** in addition to common office files from spreadsheet and word processing applications. Most are useful for only a short period of time, but some may need to be kept permanently.

# Why Archive?

## FIVE FACTS FOR WHY YOU SHOULD BE ARCHIVING YOUR SOCIAL MEDIA WITH ARCHIVESOCIAL

### **1** SOCIAL MEDIA IS A PUBLIC RECORD

In all 50 states, social media is considered a public record, and agencies have an obligation to comply with open records laws.

See your state laws and info here: [bit.ly/PublicRecordLaw](https://bit.ly/PublicRecordLaw)

### **2** COMMENTS ARE CRITICAL

Open records laws maintain that you need to be able to produce social media records — both from your own content, but also from content your constituents create — in response to records requests.

### **3** RELYING ON SOCIAL NETWORKS IS FLAWED

The social networks were built to facilitate the online connection of billions of private citizens to one another. They are not built for, nor bound to, public records laws, and have no legal obligation to retain records.

### **4** “SCREENSHOTS” ARE NOT COMPLIANT


Manual processes are inefficient for both capture & searching, and often inadmissible in court. Challenges with frequency of capture, lost deleted/revised content, and no meta-data to prove the authenticity of records leave agencies with significant risk.

### **5** YOU WILL NEED TO PRODUCE RECORDS

You are required by law to be able to produce social media content if there is a public request for it. Having a system in place that captures all content and meta-data is the only way of ensuring compliance.

ArchiveSocial works with over 2,500 government and law enforcement agencies, school districts, and private companies to capture and archive information shared on social media. We help public and private agencies comply with record-keeping regulations and mitigate risk related to social media. By connecting directly to the social networks, we ensure complete, authentic and in-context records of social media communications.

To get started, please contact ArchiveSocial by phone or online.

 (888) 558-6032

 [www.ArchiveSocial.com/contact/](https://www.ArchiveSocial.com/contact/)



## ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this “**Agreement**”) is effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and between ArchiveSocial, LLC, a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 (“**Licensor**”) and City of Lander, WY, a government entity whose principal place of business is located at 240 Lincoln Street, Lander, WY 82520 (“**Licensee**”). Licensee and Licensor may hereinafter jointly be referred to as the “parties.”

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications and Internet websites (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the “**Software**”) and related documentation delivered or provided to Licensee (the “**Documentation**” and, along with the Software, the “**Service**”), all as more fully described and accessed at <http://archivesocial.com/> (the “**Website**”); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the “**License**”). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee’s “**Representatives**”) to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee’s rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any part of the Website, the Services or the Software or create any derivative works or otherwise merge

or utilize all or any part of the foregoing with or into other computer programs, website, service or other materials or attempt to discover all or any part of the Website's, the Service's or the Software's source code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity's use of the Website or the Service.

(c) Reservation of Rights. Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee's use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

**2. SUPPORT AND SERVICE.** Licensor shall provide commercially reasonable support in connection with Licensee's use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee's use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

**3. PAYMENTS.** Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on Exhibit A hereto. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, Licensee's failure to make any payment within 30 days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.



#### 4. TERM AND TERMINATION.

(a) Term of Agreement. This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this Section 4, shall continue for a period of 1 year (the “Initial Term”), and Licensee may elect to renew this Agreement thereafter for successive periods of 1 year (each, a “Renewal Term”) by providing notice of renewal, including but not limited to purchase orders or invoice payments to Licensor within 30 days of the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 30 days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee’s access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party’s debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings. In addition, Licensor may terminate this Agreement and the License hereunder immediately upon the breach by Licensee of **Section 1** hereof.

(c) Effect of Termination. Except as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in **Sections 1(c)** (Reservation of Rights), **5(d)** (Service Disclaimer), **7** (Confidentiality), **11** (Limitation of Liability), **12** (Indemnification), **13** (Entire Agreement) and **15** (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties’ rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee’s written request within 30 days thereof, Licensor shall, within 30 days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social

media platforms and Internet websites by Licensee to Licensor in connection with its use of the Service, as collected, modified and archived by Licensor in connection with its provision of the Service (collectively, the “**Archived Content**”). Thereafter, ArchiveSocial will allow 30 days for Licensee to retrieve the Archived Content. Upon expiration of such 30-day retrieval period, Licensor shall delete all such Archived Content and it is Licensee’s sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO OBLIGATIONS WITH RESPECT TO ANY ARCHIVED CONTENT, INCLUDING THE MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION OR TERMINATION OF LICENSEE’S OR ITS REPRESENTATIVES’ ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

## **5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT**

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify, edit, perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee’s Archived Content, solely and to the limited extent necessary to perform Licensor’s obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor’s or Licensee’s terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in **Section 5(a)**, in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account and/or Internet website, platform or service that Licensor supports (a “**Supported Site**”) and that Licensee would like to be included as part of Licensee’s Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media or Internet website in connection with Licensee’s use of the Service and Licensor’s archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, “**Permitted Accounts**”).

(c) Limitations on Licensor’s ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data

and/or information Licensee transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor's ability to access any of Licensee's Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licensor accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licensor use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such Supported Site, and/or (v) take other actions to restrict Licensee's or Licensor's access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licensor's ability to provide the Service as intended, or to provide the Service at all, including Licensor's ability to capture or to maintain Licensee's Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licensor's ability to provide the Service or to capture or to maintain Licensee's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licensor or by third parties or other events, including force majeure events.

(d) Service Disclaimer. WHILE LICENSOR WILL UNDERTAKE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO ARCHIVED CONTENT) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE'S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE'S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS **SECTION 5** AND THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 11** OF THIS AGREEMENT.

**6. OWNERSHIP OF CONTENT.** Licensor does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee's use of the Service is subject to Licensee's granting of the license to Licensee's Archived Content set forth in **Section 5(a)**, as well as any other reasonably necessary license to any

other content, in order for Licensor to perform Licensor's obligations hereunder and to provide Licensee with the Service. Notwithstanding the foregoing, any comments, feedback, ideas and/or reports about the Website or the Service that Licensee provides to Licensor, whether in written, electronic or any other form (collectively, "**Feedback**"), shall be considered Licensor's proprietary and confidential information, and Licensee hereby irrevocably automatically transfers and assigns to Licensor, immediately upon creation, all of Licensee's right, title and interest in and to such Feedback, including all intellectual property rights embodied in or arising in connection with such Feedback and any other rights or claims that Licensee may have with respect to any such Feedback.

**7. CONFIDENTIALITY.** Subject to public record law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licensor or its affiliates, employees or other agents under this Agreement, including, without limitation, requiring Licensee's Representatives or others with access to the Confidential Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee's Representatives on a "need to know" basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, "**Confidential Information**" shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee's records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. The provisions under this **Section 7** shall survive the expiration or termination of this Agreement for any reason for a period of five years. Immediately upon termination or expiration of this Agreement, Licensee agrees to return to Licensor or to delete all Confidential Information provided to Licensee, including copies of any software or documentation provided by Licensor to Licensee hereunder and, if requested by Licensor, provide Licensor with a written notice certifying that it has complied with the requirements of this sentence.

**8. TRANSFERS.** This Agreement, the License and all other rights, licenses, remedies, obligations and liabilities granted hereunder to Licensee may not be transferred or assigned to any other party without the express written consent of Licensor. Any attempted assignment or transfer in violation of this provision shall be void.

**9. MUTUAL REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has

been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**10. DISCLAIMER OF WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**11. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY THE LAWS IN LICENSEE'S JURISDICTION, NEITHER PARTY OR ITS REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR LICENSEE'S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

**12. INDEMNIFICATION.**

(a) Third-Party Infringement Claims Licensor will defend at its expense or settle any third-party claim against Licensee alleging that the Software or Service provided under this Agreement infringe intellectual property rights. Licensor will pay infringement claim defense costs, Licensor-negotiated settlement amounts, and damages finally awarded by a court. Licensor has no obligation for any claim of infringement arising from Licensee's use of the Software and Services for purposes not contemplated by this Agreement.

(b) Bodily Injury. Licensor will defend and indemnify Licensee and employees, directors and agents against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused by Licensor in performance under this Agreement.

(c) Conditions. Licensor's indemnification obligations under this Section 12 are conditioned upon the Licensee (i) promptly notifying the Licensor of any claim in writing; (ii) cooperating with Licensor in the defense of the claim; and (iii) granting the Licensor sole control of the defense or settlement of the claim.

**13. ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee, which

supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

**14. INDEPENDENT CONTRACTOR.** The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

**15. ADDITIONAL TERMS.** The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing to the address set forth for such party in the introduction to this Agreement. Any such notice shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

**16. COUNTERPARTS.** This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures

[Signature Page Follows]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

**LICENSOR:**

**ArchiveSocial, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE:**

**City of Lander, WY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Fees and Payments

1. Base Service Fee: Licensee shall pay an annual base service fee of **\$5,988** which shall entitle Licensee to connect to the Service, social media accounts from one or more social networking or social media websites, platforms or services or Internet websites supported as part of the commercially available Service (each a “**Supported Site**”) for which Licensee is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account or Internet website (e.g., upon express authorization by Licensee’s Representative). Each such social media account shall be referred to as a “**Permitted Account**”. Licensee is entitled to archive up to **3,500** new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this **Exhibit A**, a “**social media record**” refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.
2. Add-on Service Fees: If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle Licensee to access the service.

<b>Selected: (X)</b>	<b>Add-on Service</b>	<b>Annual Fee</b>
X	Risk Management & Analytics (RMA) Reporting & Alerting	\$ 0
	Public Access Open Archive Portal	\$

3. Service and Support: There is no additional charge for service and support as provided in **Section 2** of the Agreement.

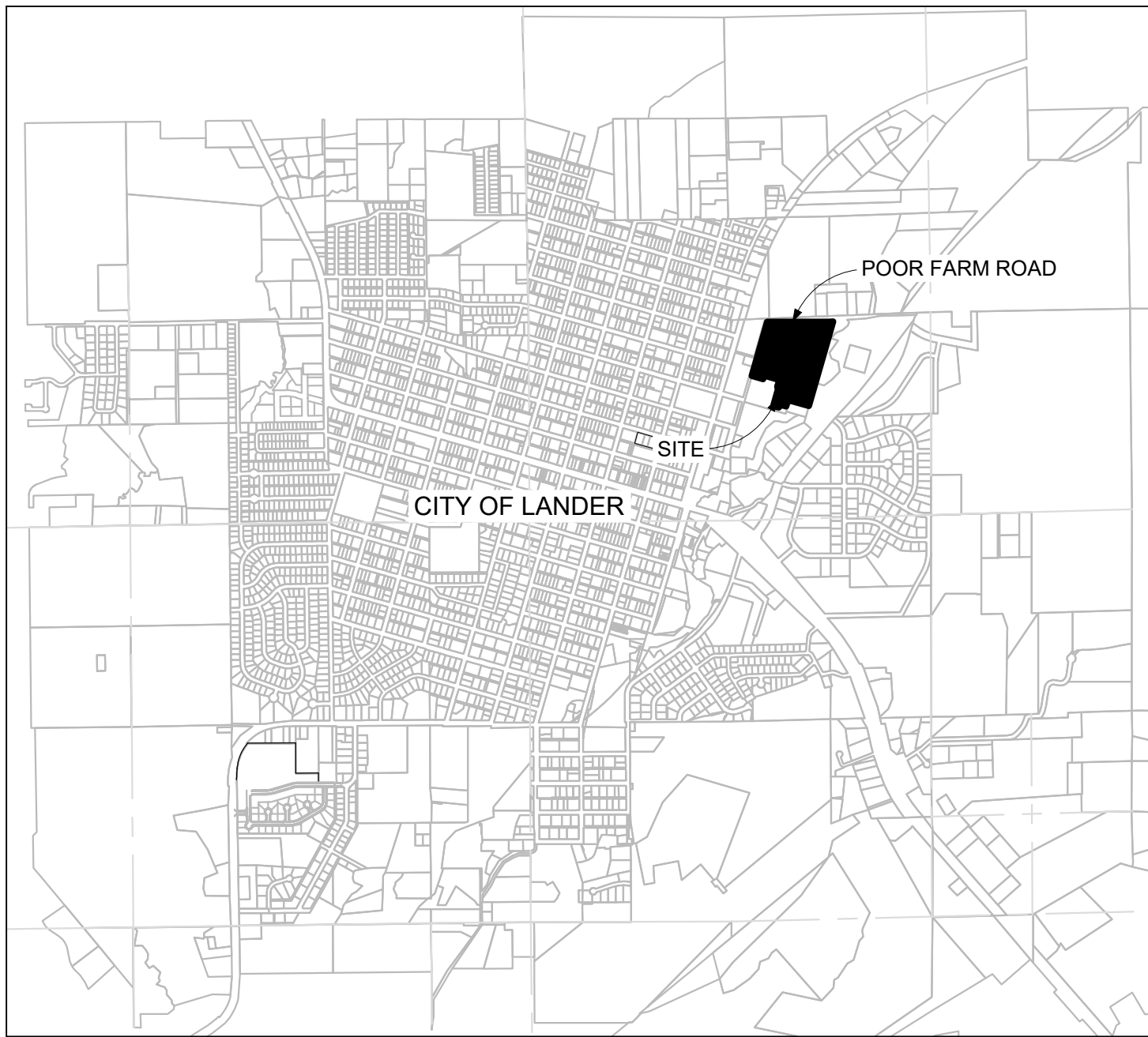


RIVERWOOD ESTATES SUBDIVISION -  
PHASE 2

BEING BLOCKS 146, 147, 148, AND TRACTS OF 1, 7, 8, 9, 10,  
11, 14, AND 15 OF BUENA VISTA PARK ADDITION AND  
STREET RIGHT OF WAYS OF CEDAR STREET, MARKET  
STREET, AND WOOD STREET CONTAINED IN BOUNDARY.

NW¼ OF SECTION 17, T.33N., R.99W., 6th PM  
FREMONT COUNTY, WY

FINAL PLAT FOR REVIEW



VICINITY MAP  
SCALE: 1" = 2000'

LEGEND:

Found 1-1/2" aluminum Cap PELS 5011  
Found 1-1/2" Aluminum Cap PLS 11268  
Subdivision Boundary  
Utility Easements  
Water lines  
8" Sanitary Sewer lines  
Gas lines

FLOOD ZONE AE

FLOODWAY

PLAT INFORMATION:

25 LOTS - 348,788 SF (8.00 AC.)  
ZONE R3

CITY COUNCIL CERTIFICATE:

Approved by the City Council of Lander on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2022.

Mayor

City Clerk

CLERK OR RECORDERS CERTIFICATE:

This plat was filed filed for record on the Office of the Clerk and  
Recorder at \_\_\_\_\_ o'clock \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022  
and is duly recorded in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, No \_\_\_\_\_.

Clerk

Deputy Clerk

PLANNING COMMISSION CERTIFICATE:

This plat approved by the City Of Lander Planning Commission on  
this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

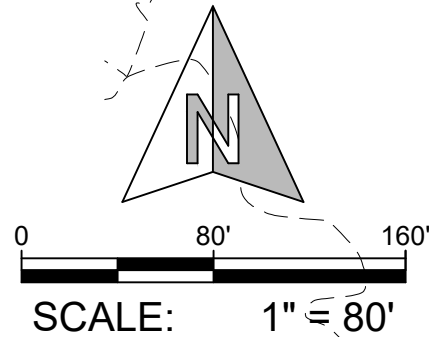
Chairman

CITY ENGINEER CERTIFICATE:

Data on this plat approved by the City Of Lander Engineer on this  
\_\_\_\_\_ day of \_\_\_\_\_ 2022.

City Engineer

Curve Table				
Curve #	Length	Radius	Chord	Ch Dist.
C1	19.87'	19.87'	N02°11'50"W	19.87'
C2	14.43'	14.43'	S56°22'22"E	14.43'
C3	33.83'	33.83'	N79°23'39"W	33.83'
C4	83.98'	83.98'	N34°23'39"W	83.98'
C5	23.56'	23.56'	N47°19'00"W	23.56'
C6	15.22'	15.22'	N01°18'10"W	15.22'
C7	122.50'	122.50'	N07°52'22"E	122.50'
C8	157.09'	157.09'	N61°02'12"E	157.09'
C9	62.84'	62.84'	N61°02'12"E	62.84'
C10	23.56'	23.56'	S61°02'04"W	23.56'
C11	23.56'	23.56'	S28°57'56"E	23.56'
C12	52.36'	52.36'	S43°57'56"E	52.36'
C13	78.54'	78.54'	N61°02'04"E	78.54'
C14	78.54'	78.54'	N28°57'56"W	78.54'
C15	52.36'	52.36'	S76°02'04"W	52.36'
C16	52.36'	52.36'	S43°57'56"E	52.36'
C17	78.54'	78.54'	N61°02'04"E	78.54'
C18	78.54'	78.54'	N28°57'56"W	78.54'
C19	52.36'	52.36'	S76°02'04"W	52.36'
C20	23.56'	23.56'	S61°02'04"W	23.56'
C21	23.56'	23.56'	S28°57'56"E	23.56'



CERTIFICATE OF OWNERSHIP AND  
DEDICATION:

Know all men by these presents that:

The undersigned Wade Alexander, having an equitable  
interest in the land shown on this plat, do hereby certify:

That the foregoing plat designated as RIVERWOOD  
ESTATES SUBDIVISION - PHASE 2, is located in the  
Northwest Quarter (NW¼) of Section 17, T33N, R99W, 6th  
PM, City of Lander, Fremont County, Wyoming, and is  
more particularly described as follows:

RIVERWOOD PHASE I as recorded in the Fremont County  
Courthouse as Document 2008-1307226 located in Plat  
Cabinet 7, Page 97, and all lands as described in QCD  
2022-1436548

EXCEPTING Block 1, Lots 1, 2, and 3; Block 3, Lots 1 and 2;  
Resubdivision of Block 2, Riverwood Subdivision Phase 1

Said contains 832,916 sq. feet, (19.12 ac) more or less,  
and that this subdivision, RIVERWOOD ESTATES -  
PHASE 2 SUBDIVISION as it is described and as it  
appears on this plat, is made with the free consent and in  
accordance with the desires of the undersigned owner(s)  
and proprietor(s), and that this is a correct plat of the area  
as it is divided into lots, blocks, streets and easements,  
and

That the undersigned owner(s) of the land shown and  
described on this plat does (do) hereby dedicate to the  
City of Lander, and its licensees for perpetual public use all  
streets, alleys, easements and other public lands within  
the boundary lines of the plat as already otherwise  
dedicated for public use.

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

WADE ALEXANDER

STATE OF WYOMING }  
COUNTY OF FREMONT } SS.

The foregoing dedication was acknowledged before me by  
Wade Alexander, this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_

Witness my hand and official seal

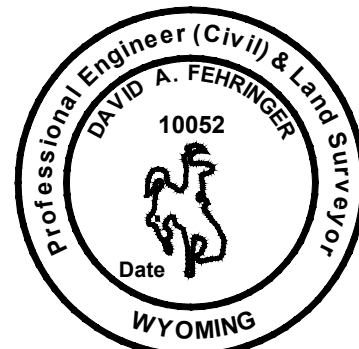
My commission expires \_\_\_\_\_

GENERAL NOTES:

- Considering the Basis of Bearing to be the line between  
the NW corner of N¼ Section 17, T33N, R99W, 6th PM.  
Said line having a bearing of N87°44'20"E.
- Existing zoning is R-3
- A soils report was prepared for Riverwood Subdivision  
Phase 1 (May 2008) and is available at the City of  
Lander
- Pathway to be used for pedestrian and bicycle traffic  
only. No motor vehicles of any sort are to be allowed  
except for maintenance and plowing operations.

CERTIFICATE OF SURVEYOR

I, DAVID A. FEHRINGER, OF LANDER, WYOMING DO  
HEREBY CERTIFY THAT I AM A REGISTERED LAND  
SURVEYOR UNDER THE LAWS OF THE STATE OF  
WYOMING, THAT THIS PLAT IS A TRUE, COMPLETE,  
AND CORRECT REPRESENTATION OF THE  
RIVERWOOD ESTATES - PHASE 2 SUBDIVISION; AS  
LAID OUT, PLATTED, DEDICATED AND SHOWN  
HERON, THAT SUCH PLAT WAS FROM AN ACCURATE  
SURVEY OF SAID PROPERTY BY ME AND  
CORRECTLY SHOWS THE LOCATION AND  
DIMENSIONS OF THE LOTS, EASEMENTS, AND  
STREETS OF SAID SUBDIVISION AS THE SAME ARE  
STAKED UPON THE GROUND IN COMPLIANCE WITH  
THE CITY OF LANDER REGULATIONS GOVERNING  
THE SUBDIVISION OF LAND.



DEVELOPER:

AEI Properties  
Wade Alexander  
1290 North Second Street  
Lander, WY 82520