

CITY OF LANDER REGULAR COUNCIL MEETING AGENDA
TUESDAY FEBRUARY 14, 2023 , 6:00 p.m.
CITY COUNCIL CHAMBERS, 240 LINCOLN STREET

1. Pledge of Allegiance
2. Call to Order
3. Approval of Agenda
4. Communication from the Floor
 - A. Public Comment
 - B. Fremont County Solid Waste District landfill update
5. **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. Special Meeting Minutes-January 3, 2023
 - B. Regular Meeting Minutes – January 10,2023
 - C. Work Session Meeting Minutes – January 24, 2023
 - D. Bills and Claims
6. **Action Items**
 - A. Resolutions
 - i. Resolution 1280 – A Resolution Authorizing An Application To Wyoming Community Gas Community Improvement Grant Program For The 2023 July Fireworks Celebration Lander Event
 - B. New Business
 - i. Accept resignation of Drew Seitz from the Board of Adjustment and Planning commission.
 - ii. Grant waiver or partial waiver to LOTRA from Resolution 1249 The City of Lander Fee Schedule 202-2023 as to the “All ticketed events 10% of gate fee” provision
 - iii. Authorize Mayor to sign temporary LOTRA Lease and LOTRA License and Indemnification Agreement
 - iv. Authorize Mayor to sign Amendment #1 to original contract for structural services for the Lander Wells Level III project in the amount of \$20,000.00 additional dollars.
 - v. Authorize Mayor to sign Contract Between The Wyoming Department of Transportation and Hunt Field for the 2023 Airport Crack Seal Project

- vi. Authorize Mayor to sign Groathouse Construction Inc. Change Order No. 6 for the Maven Outdoor Equipment Company Headquarters project increasing the contract amount \$3,195.00.

7. Mayor and Council Updates

8. Staff Discussion Items

9. Adjournment

Join Zoom Meeting

<https://us06web.zoom.us/j/89376458605?pwd=TVBKRjZzQStjZzVzdExWkjlY2E5Zz09>

Meeting ID: 893 7645 8605

Passcode: 072981

Upcoming Council Meetings:

Special Meetings:

5:30 p.m. Wednesday February 22, 2023-City Hall Strategic Planning

5:30 p.m. Tuesday March 7, 2023-City Hall Strategic Planning

Regular Meetings:

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

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

6:00 p.m. Tuesday March 21, 2023-Council Chambers

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

6:00 p.m. Tuesday April 25, 2023-Council Chambers

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

Work Sessions:

Following Regular Meeting Tuesday February 28, 2023-Council Chambers

Following Regular Meeting March 21, 2023-Council Chambers

CITY OF LANDER SPECIAL COUNCIL MEETING MINUTES

TUESDAY JANUARY 3, 2023, 6:00 p.m.

CITY HALL, COUNCIL CHAMBERS

THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen, Missy White, Julia Stuble, Melinda Cox, Dan Hahn and Council Member elect Josh Hahn.

Governing Body Absent: None.

City Staff Present: City Clerk/Human Resources Director Rachelle Fontaine, City Treasurer Charri Lara (via Zoom), Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, Lander Chief of Police, Scott Peters, Public Works Director/City Engineer Lance Hopkin.

Mayor Richardson called the meeting to order at 5:59 p.m. and led the Pledge of Allegiance.

1. Call to Order

2. Approval of Agenda-

MOTION: Council Member White moved approve the agenda with the correction of a typographical error in New Business A. Golf Course term of lease should be through 2024 not 2023. Council Member Cox seconded the motion. Motion passed unanimously.

3. Oral Comments

A. Mayor and Council Updates

Council Member Larsen- Discussion concerning snow removal and public comments concerning snow removal.

Council Member Dan Hahn- Added to the snow removal discussion.

Council Member Stuble- Stated the Council has a responsibility to consider resources and staff for things such as snow removal. Discussion concerning diversity on the council. Looking forward to working with new Council Member Josh Hahn.

Council Member Cox- Would like to try and be solution focused on situations like this and collaborate with other agencies, such as schools.

Council Member White- The Senior Center meets next Tuesday. It is good to see neighbors helping one another during this snowstorm. Further snowplow discussion and reminding people it may be a slow process with this much snow.

Mayor Richardson- Requested patience in snow removal as the city has lots of road to cover. There were water line breaks over the holidays and employees gave up their holidays to fix them.

B. Staff Discussion Items

Lander Police Chief Scott Peters- Made it through holiday without anything major.

Public Works Director Lance Hopkin- Discussion concerning snow removal and School input. Our new blower is in Casper with no unnecessary travel. The old blower had to be rewired and is only working one way. The city has calls into contractors to help. Artery is helping us clean up intersections. Discussion with council about snow removal, staffing choices, street parking and potential solutions.

Assistant Mayor RaJean Stube Fossen- She anticipates a resolution for an ARPA health and human services grant on the next agenda to fund the Table Mountain Living Community.

City Treasurer Charri Lara- The budget schedule is in your packet. It is time to start this process.

City Clerk Rachelle Fontaine- Official Depository approval is later in the agenda. Please complete the Financial and Disclosure forms on your desk as part of the record.

4. 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. Regular Meeting Minutes – December 13, 2022

B. Special Regular Council Meeting Minutes – December 20, 2022

C. Special Work Session Meeting Minutes – December 20, 2022

MOTION: Council Member Cox moved to approve the Consent Agenda as presented. Council Member Larsen seconded the motion. Motion passed unanimously.

5. Administer Oath of Office to new City Council Member Josh Hahn- Administered by City Attorney Adam Phillips

6. Swear in new Lander Volunteer Fire Department Chief Eric Siwik- Administered by City Attorney Adam Phillips

7. Accept and approve Mayor's recommendation for Appointed Positions as follows: City Treasurer Charri Lara, Lander Police Chief Scott Peters, City Attorney Adam Phillips, City Engineer and Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube

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Fossen, City Clerk Rachelle Fontaine, and Municipal Judge Teresa McKee.

MOTION: Council Member White moved to accept and approve the mayor's recommendation for Appointed Positions as follows: City Treasurer Charri Lara Lander Police Chief Scott Peters City Attorney Adam Phillips City Engineer and Public Works Director Lance Hopkin Assistant Mayor RaJean Strube Fossen City Clerk Rachelle Fontaine Municipal Judge Teresa McKee Council Member Stuble seconded the motion. Motion passed unanimously .

8. Resolutions

- A. RESOLUTION NO. 1275 Accepting a Deed and the Operation and Maintenance of Tweed Lane Within the City Limits of Lander

MOTION: Council Member Cox moved to approve Resolution 1275 Accepting a Deed and the Operation and Maintenance of Tweed Lane Within the City Limits of Lander. Council Member Larsen seconded the motion. Motion passed unanimously.

- B. RESOLUTION 1276 Authorizing Submission of a Local Government Project ARPA Grants Application to the State Loan and Investment Board on Behalf of the Governing Body for the City of Lander for the Purpose of 2023 Headworks Structure for Sewer Lagoons

MOTION: Council Member Stuble moved to approve Resolution 1276 Authorizing Submission of a Local Government Project ARPA Grants Application to the State Loan and Investment Board on Behalf of the Governing Body for the City of Lander for the Purpose of 2023 Headworks Structure for Sewer Lagoons. Council Member Cox seconded the motion. Motion passed unanimously.

- C. RESOLUTION 1277 Authorizing Submission of a Local Government Project ARPA Grants Application to the State Loan and Investment Board on Behalf of the Governing Body for the City of Lander for the Purpose of the repair and replacement of Lincoln & 5th Streets

MOTION: Council Member White moved to approve 1277 Authorizing Submission of a Local Government Project ARPA Grants Application to the State Loan and Investment Board on Behalf of the Governing Body for the City of Lander for the Purpose of the repair and replacement of Lincoln & 5th Streets. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

9. New Business

- A. Authorize the Mayor to sign Golf Course Lease extension extending the term through 2/21/2024

MOTION: Council Member Cox moved to authorize the mayor to sign Golf Course Lease extension extending the term through 2/21/2024. Council Member White seconded the motion. Motion passed unanimously.

- B. Discussion on City Council Liaison Appointments. Discussion concerning time commitments for various positions. Council Members were encouraged to ask questions and be prepared next Tuesday for liaison appointments. Nominations for City Council President were presented. Council Member Stuble nominated Council Member Cox for Council President. Council Member Larsen nominated Council Member White for Council President. Mayor Richardson asked three times for any other nominations. There were no further nominations. Council Members Cox and White accepted the nominations. Mayor Richardson closed nominations.

- C. Appoint Lander Journal as City of Lander's Official Newspaper.

MOTION: Council Member Cox moved to appoint Lander Journal as City of Lander's Official Newspaper. Council Member White seconded the motion. Motion passed unanimously.

- D. Appoint Official Depositories for the City of Lander as Wells Fargo, Central Bank and Trust, First Interstate Bank, Wyoming Community Bank, Bank of the West, and US Bank.

MOTION: Council Member White moved to Appoint Official Depositories for the City of Lander Wells Fargo, Central Bank and Trust, First Interstate Bank, Wyoming Community Bank, Bank of the West, and US Bank. Council Member Cox seconded the motion. Motion passed unanimously.

10. Executive Session- Litigation and Personnel.

MOTION: Council Member White moved to enter executive session at 6:54 p.m. Council

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Member Larsen seconded the motion. Motion passed unanimously.
MOTION: Council Member White moved to exit the executive session at 7:15 p.m. Council Member Stuble seconded. Motion passed unanimously.
11. Adjournment of Meeting
MOTION: Council Member Larsen moved to adjourn the meeting. Council Member White seconded the motion. Motion passed unanimously.
Being no further business to come before the Council, the meeting was adjourned at 7:15 p.m.

The City of Lander

ATTEST:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

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CITY OF LANDER REGULAR COUNCIL MEETING MINUTES
TUESDAY JANUARY 10, 2023, 6:00 p.m.
CITY HALL, COUNCIL CHAMBERS, 240 LINCOLN ST
THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

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

City Staff Present: Deputy City Treasurer/Clerk Kevin Kulow, City Treasurer Charri Lara, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, Lander Chief of Police, Scott Peters, Public Works Director/City Engineer Lance Hopkin.

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

1. Call to Order
2. Public Hearing Liquor Licenses – Renewal of Liquor Licenses for 2023-2024
 - A. Introduce and Read
 - B. Ask for comments – Council Member Stuble: Asked what the nature of the missing items related to the Antler Restaurant are. She also questioned the address of Zanders Catering in relation to the Secretary of State website. Council member White asked Chief Peters if there were any concerns regarding any of the entities listed.
 - C. Staff Updates

Public Works Director Lance Hopkin- Update on the new snow blower. Maven project should reach substantial completion by the 18th of February. Contractors are helping with snow removal. Assistant Mayor RaJean Stube Fossen- Department Strategic Planning will begin in February with results to the Council in March.

City Treasurer Charri Lara- Provided general information regarding employee wage costs vs. contractor costs.

City Attorney Adam Phillips- Types of Public Comment: 1)Public Forum, 2)Limited Public Forum, 3)Non-Public Forum.

3. Consent Agenda

A. Bills and Claims

APPLE VALLEY SCHOOL ECONOMIC DEVELOP PROJECTS 8191.85,CENTRAL BANK & TRUST SUPPLIES 724.98,CENTRAL BANK & TRUST ICE SKATING 500,MASA EMPLOYEE BENEFIT 228,MASTERCARD TUITION & REGISTRATION 495,ROCKY MOUNTAIN POWER ELECTRICITY 14897.01,COMMUNITY CENTER REFUNDS REFUNDS 300,FREMONT COUNTY TREASURER SUPPLIES 1490.13,WYDOT - FINANCIAL SERVICES FUEL 10186.3,WYDOT - FUEL TAX DIVISION NPDES PERMIT 50,WYDOT - FINANCIAL SERVICES FUEL 4623.97,QUADIENT INC POSTAGE 1000,MASTERCARD SUPPLIES 453.6,MASTERCARD SUPPLIES 156.4,MASTERCARD SUPPLIES 19.99,MASTERCARD SUPPLIES 40,MASTERCARD BUILDING MAINTENANCE 2162.21,MASTERCARD SUPPLIES 110,MASTERCARD PROFESSIONALS 199,MASTERCARD SUPPLIES 91.99,MASTERCARD TRAVEL 947.2,MASTERCARD TUITION 85,MASTERCARD SUPPLIES 3490,MASTERCARD SUPPLIES 80,MASTERCARD SUPPLIES 708.44,MASTERCARD SUPPLIES 327.89,MASTERCARD SUPPLIES 208.54,MASTERCARD EMPLOYEE BENEFIT 500,MASTERCARD SUPPLIES 55,MASTERCARD EMPLOYEE BENEFIT 125,MASTERCARD MEETING EXPENSE 855,MASTERCARD SUPPLIES/TOOLS & EQUIP 120.59,MASTERCARD SUPPLIES/TOOLS & EQUIP 29.97,MASTERCARD SUPPLIES/TOOLS & EQUIP 24.79,MASTERCARD BLDG GROUNDS MAINTENANCE 103.5,MASTERCARD SUPPLIES/TOOLS & EQUIP 19.04,MASTERCARD OPERATIONS AND MAINTENANCE 361.89,MASTERCARD REPAIR & MAINTENANCE 55.88,MASTERCARD PROF AND CONSULTING 19.35,MASTERCARD SUPPLIES 911.14,MASTERCARD OPERATION/ MAINTENANCE STREETS 99.11,MASTERCARD OPERATION/ MAINTENANCE STREETS 17.38,MASTERCARD OPERATION/ MAINTENANCE STREETS 11.58,MASTERCARD OPERATION/ MAINTENANCE STREETS 28.78,MASTERCARD WW LAB/TESTING 228,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD WATER SAMPLES TESTING 141,MASTERCARD WW LAB/TESTING 273,MASTERCARD OPERATIONS AND MAINTENANCE 112.56,MASTERCARD OPERATIONS AND MAINTENANCE 26.09,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD OPERATIONS AND MAINTENANCE 29.85,MASTERCARD OPERATIONS AND MAINTENANCE 76.79,MASTERCARD OPERATIONS AND MAINTENANCE 1881.45,MASTERCARD OPERATIONS AND MAINTENANCE 201.15,MASTERCARD OPERATIONS AND MAINTENANCE 14.55,MASTERCARD TRAVEL 13.11,MASTERCARD OPERATIONS AND MAINTENANCE 1197.39,MASTERCARD OPERATIONS AND MAINTENANCE 9.86,MASTERCARD OPERATIONS AND MAINTENANCE 15.94,MASTERCARD OPERATIONS AND MAINTENANCE 158.89,MASTERCARD OPERATIONS AND MAINTENANCE 690.5,MASTERCARD OPERATIONS AND MAINTENANCE 4.99,MASTERCARD OPERATIONS AND MAINTENANCE 38.36,MASTERCARD OPERATIONS AND MAINTENANCE -1881.45,MASTERCARD REC. EQUIPMENT 377.59,MASTERCARD NEW ASSETS 11795,MASTERCARD BUILDING MAINTENANCE 41.57,MASTERCARD TOOLS & SHOP SUPPLIES 39.64,MASTERCARD

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BUILDING MAINTENANCE 706.75,MASTERCARD OPERATIONS AND MAINTENANCE 19,MASTERCARD OPERATIONS AND MAINTENANCE 69.9,MASTERCARD OPERATIONS AND MAINTENANCE 321.58,MASTERCARD OPERATIONS AND MAINTENANCE 51.27,MASTERCARD OPERATIONS AND MAINTENANCE 5.29,MASTERCARD OPERATIONS AND MAINTENANCE 27.32,MASTERCARD TUITION & REGISTRATION 25,MASTERCARD OPERATIONS AND MAINTENANCE 121.77,MASTERCARD TUITION & REGISTRATION 208,MASTERCARD OPERATIONS AND MAINTENANCE 45.27,MASTERCARD OPERATIONS AND MAINTENANCE 49.28,MASTERCARD OPERATIONS AND MAINTENANCE 429.14,MASTERCARD OPERATIONS AND MAINTENANCE 2553.68,MASTERCARD OPERATIONS AND MAINTENANCE 51.88,MASTERCARD OPERATIONS AND MAINTENANCE 75.5,MASTERCARD WW LAB/TESTING 101.85,MASTERCARD OPERATIONS AND MAINTENANCE 131.98,MASTERCARD OPERATIONS AND MAINTENANCE 104.67,MASTERCARD POSTAGE 10.9,MASTERCARD SUPPLIES 25,MASTERCARD WEAPONS AND TACTICAL SUPPLIES 1114.14,MASTERCARD SUPPLIES 99.95,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 55,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 127.4,MASTERCARD TRAVEL 130.22,MASTERCARD TRAVEL 108.78,MASTERCARD SUPPLIES 25.98,MASTERCARD SUPPLIES 42.98,MASTERCARD OPERATIONS AND MAINTENANCE 368.95,MASTERCARD OPERATIONS AND MAINTENANCE 1456.95,MASTERCARD VEHICLE REPAIR 13.63,MASTERCARD TRAVEL 13.7,MASTERCARD SUPPLIES 33.98,MASTERCARD SUPPLIES 21.49,MASTERCARD OPERATIONS AND MAINTENANCE 71.75,MASTERCARD SUPPLIES 11.99,MASTERCARD VEHICLE REPAIR 29.39,MASTERCARD VEHICLE REPAIR 63.29,MASTERCARD VEHICLE REPAIR 49.45,MASTERCARD VEHICLE REPAIR 15.29,MASTERCARD WW LAB/TESTING 270,MASTERCARD WW LAB/TESTING 315,MASTERCARD MEETING EXPENSE 42.73,MASTERCARD SUPPLIES 39.95,MASTERCARD EMPLOYEE BENEFIT 22.18,MASTERCARD SUPPLIES 182.65,MASTERCARD BUILDING MAINTENANCE 593.01,MASTERCARD BUILDING MAINTENANCE 93.67,MASTERCARD SUPPLIES 95,MASTERCARD SUPPLIES 30.94,MASTERCARD FIRE EQUIPMENT MAINTENANCE 51.44,MASTERCARD FIRE EQUIPMENT MAINTENANCE 5.12,MASTERCARD FIRE EQUIPMENT MAINTENANCE 9.41,MASTERCARD SUPPLIES 3.94,MASTERCARD SUPPLIES 343.75,MASTERCARD SUPPLIES - 593.01,MASTERCARD BUILDING MAINTENANCE 27.97,MASTERCARD SUPPLIES 525.78,MASTERCARD BUILDING MAINTENANCE 91.8,MASTERCARD FIRE EQUIPMENT MAINTENANCE 61.99,MASTERCARD FIRE EQUIPMENT MAINTENANCE 106.04,MASTERCARD HOUSEKEEPING SUPPLIES 76.88,MASTERCARD COMMUNITY DEVELOPMENT 730.32,MASTERCARD SUPPLIES 83.74,MASTERCARD TELEPHONE & INTERNET 1157.01,MASTERCARD TUITION & REGISTRATION 44,MASTERCARD SUPPLIES 12.25,MASTERCARD SUPPLIES 771.43,MASTERCARD TELEPHONE & INTERNET 1748.54,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD TELEPHONE & INTERNET 894.6,MASTERCARD PROF. & TECHNICAL SERVICE 64.71,MASTERCARD SHOP SUPPLIES 55.5,MASTERCARD PROF. & TECHNICAL SERVICE 680.49,MASTERCARD SUPPLIES 18.96,MASTERCARD SUPPLIES 242.4,MASTERCARD REPAIRS 27.37,MASTERCARD SUPPLIES 12.66,MASTERCARD SUPPLIES 301.39,MASTERCARD SUPPLIES 72.33,MASTERCARD SUPPLIES 26.22,MASTERCARD SUPPLIES 187.66,MASTERCARD SUPPLIES 168.33,MASTERCARD SUPPLIES 76.22,MASTERCARD TOWING 150,MASTERCARD SUPPLIES 28.79,MASTERCARD SUPPLIES 324.62,MASTERCARD TOWING 145,MASTERCARD TOWING 304,MASTERCARD TOWING 202.5,MASTERCARD TOWING 285,MASTERCARD SUPPLIES 72.75,MASTERCARD SUPPLIES 24.72,BLACK HILLS ENERGY GAS 10926.65,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,ALSCO LINENS 111.79,ALSCO LINENS 265.5,ALSCO LINENS - 15.75,ALSCO LINENS 113.02,B & F ENTERPRISES LLC SUPPLIES 8775,ANAM CARA CAREGIVING ECONOMIC DEVELP PROJECTS 2625,"CENTURY COMPANIES, INC." TAXIWAY 168214.64,BONNEVILLE BUILDERS IMPROVEMENTS 1237.05,JOE JOHNSON EQUIPMENT VEHICLE REPAIR 3223.87,ARMSTRONG CONSULTANTS INC TAXIWAY 33106.7,FREMONT COUNTY TREASURER PRISONER CARE 3960,FREMONT COUNTY TREASURER PRISONER CARE 7975,FREMONT COUNTY TREASURER PRISONER CARE 8195,FREMONT COUNTY TREASURER PRISONER CARE 7315,FREMONT COUNTY TREASURER PRISONER CARE 3905,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18232.83,CASELLE INC PROF. & TECHNICAL SERVICE 200,CARROLL SEPTIC SERVICE WW-OPERATIONS & MAINTENANCE 750,HONNEN EQUIPMENT CO VEHICLE REPAIR 1946.9,BLOEDORN LANDER LUMBER OPERATIONS AND MAINTENANCE 783.4,BLOEDORN LANDER LUMBER OPERATIONS AND MAINTENANCE -498.65,CENTRAL BANK & TRUST FIREMEN CLOTHING ALLOWANCE 17150,"HAMILTON LAND SURVEYING, CIN" PROFESSIONALS 555.7,BOBCAT OF THE BIG HORN BASIN INC SUPPLIES/TOOLS & EQUIP 272.57,"ARCHIVE SOCIAL, INC" PROF AND CONSULTING 3493,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 240,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 250,FREMONT MOTOR COMPANY VEHICLE REPAIR 97.6,FREMONT MOTOR COMPANY VEHICLE REPAIR 89.95,LOCAL GOVERNMENT LIABILITY POOL INSURANCE/OVERHEAD 1000,BADGER METER INC OPERATIONS AND MAINTENANCE 291.42,BADGER METER INC OPERATIONS AND MAINTENANCE 291.24,BADGER METER INC OPERATIONS AND MAINTENANCE 161.5,BADGER METER INC OPERATIONS AND MAINTENANCE 161.4,LOZIER TERESA BUILDING MAINTENANCE 950,NORTHERN TRUCK EQUIPMENT CORP FUND EQUIPMENT REPLACEMENT

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174240,BERNARD PLUMBING MISC OTHER 128.95,KLEEN PIPE LLC VIDEO & CLEANING 21254.32,KLEEN PIPE LLC OPERATIONS AND MAINTENANCE 400,LANDER RECYCLE LLC TRASH COLLECTION 140,CITY PLUMBING & HEATING BUILDING MAINTENANCE 574.66,NORTHSIDE BODY SHOP VEHICLE REPAIR 4329,INQUIREHIRE EMPLOYEE SCREENING 60,INQUIREHIRE EMPLOYEE SCREENING 90,OFFICE OF STATE LANDS & INVEST 4 M GAL. TANK SITE LEASE 2704.27,T-O ENGINEERS PROF AND CONSULTING 5658.75,STOTZ EQUIPMENT VEHICLE REPAIR 70.14,ECONO SIGNS OPERATION/ MAINTENANCE STREETS 539.61,THATCHER COMPANY CHEMICAL FEED SUPPLIES 8556.75,THATCHER COMPANY CHLORINE 8232.28,RIVERTON TIRE & OIL CO TIRES 992.96,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 2580.42,NORCO INC SHOP SUPPLIES 65.4,NAPA VEHICLE REPAIR 39.04,NAPA VEHICLE REPAIR 20.12,NAPA VEHICLE REPAIR 42.39,NAPA VEHICLE REPAIR 56.71,NAPA VEHICLE REPAIR 15.88,NAPA VEHICLE REPAIR 55.78,NAPA VEHICLE REPAIR 36.96,NAPA VEHICLE REPAIR 18.93,NAPA OPERATION/ MAINTENANCE STREETS 17.45,NAPA VEHICLE REPAIR 131.74,NAPA VEHICLE REPAIR 8.03,NAPA VEHICLE REPAIR 40.99,NAPA VEHICLE REPAIR 154.4,NAPA VEHICLE REPAIR 101.63,NAPA VEHICLE REPAIR 20.77,NAPA VEHICLE REPAIR 154.06,NAPA VEHICLE REPAIR 6.74,NAPA SHOP SUPPLIES 8.29,HOMETOWN OIL VEHICLE REPAIR 89,FLEX SHARE BENEFITS HRA EMPLOYEE ACCOUNTS 1000,FLEX SHARE BENEFITS FLEX SHARE FEES 239.95,HIGH MOUNTAIN ELECTRIC OPERATION/ MAINTENANCE STREETS 778.9,INBERG MILLER ENGINEERS PROF AND CONSULTING 2816.75,INBERG MILLER ENGINEERS MISC SMALL STREET REPAIRS 6739.16,INBERG MILLER ENGINEERS MISC SMALL STREET REPAIRS 6465.7,INBERG MILLER ENGINEERS PROF AND CONSULTING 4572,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 1661.25,HDR ENGINEERING INC PROF AND CONSULTING 1591.25,HDR ENGINEERING INC PROF AND CONSULTING 35298.75,HDR ENGINEERING INC PROF AND CONSULTING 2886.25,HDR ENGINEERING INC PROF AND CONSULTING 3663.75,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 985,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 1090,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 382.56,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 76.94,LANDER ELKS LODGE #2317 EMPLOYEE BENEFIT 1888,"WALLER, TECIA" COMMUNITY CENTER MAINTENANCE 3500,"REP MASTERS, INC" OPERATIONS AND MAINTENANCE 1057.24,TWEEDS WHOLESALE CO. CONCESSIONS 171.35,TWEEDS WHOLESALE CO. CONCESSIONS 199.61,WWC ENGINEERING PROJECT COST - WELLS AT WTP 23179.8,WYOMING LIFESTYLE ADVERTISING 425,POPO AGIE CONSERVATION DISTRICT COMMUNITY DEVELOPMENT 200,REWORX PROF AND CONSULTING 13480,WORKWISE EMPLOYEE SCREENING 110,WYOMING COMMUNITY FOUNDATION PROJECT COST - ASSISTED LIVING 500,SIMPLIFILE FILING FEES 17.25,OVERHEAD DOOR COMPANY BUILDING MAINTENANCE 852.42,VISIONARY BROADBAND OPERATIONS AND MAINTENANCE 108.25,WATER REFUNDS WATER REFUNDS 137.58,WHITING LAW PC PROFESSIONALS 470,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 581.25

MOTION: Council Member Cox moved to approve the Consent Agenda as presented. Council Member White seconded the motion. Motion passed unanimously.

6. Resolutions

A. RESOLUTION 1278 Incorporating Fremont Street Real Property into The Existing City Park.

MOTION: Council Member White moved to 1278 Incorporating Fremont Street Real Property into The Existing City Park. Council Member Larsen seconded the motion. Call for the vote: Council Members voting aye Larsen, Cox, Dan Hahn, White, Stuble and Mayor Richardson. Council Member Josh Hahn voting nay. Motion passed.

B. RESOLUTION 1279 Local Government ARPA Grants for the purpose of constructing a new Table Mountain Living Community Memory Care/Assisted Living Facility

MOTION: Council Member White moved to approve Resolution 1279 Local Government ARPA Grants for the purpose of constructing a new Table Mountain Living Community Memory Care/Assisted Living Facility. Council Member Stuble seconded the motion. Motion passed unanimously.

7. 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

CITY OF LANDER MISSION STATEMENT

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#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, and ZANDERS CATERING 740 MAIN ST., LANDER WY.

MOTION: Council Member Larsen moved to conditionally approve the liquor licenses. Council Member Cox seconded the motion. Discussion by Council Member Stuble separate a conditional approval for the Antler Restaurant and Bar LLC. Council Member Larsen withdrew his motion.

MOTION: Council Member Stuble moved to approve all Liquor Licenses for 2023-2024 listed with the exception of The Antler Restaurant and Bar, LLC. Council Member Cox seconded the motion. Motion passed unanimously.

MOTION: Council Member Stuble moved to conditionally approve The Antler Restaurant and Bar, LLC Liquor License for 2023-2024 pending satisfactory resolution of the State Liquor Divisions concerns. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

- 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

MOTION: Council Member White moved 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. Council Member Stuble seconded the motion. Motion passed unanimously.

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.

MOTION: Council Member White moved to 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. Council Member Stuble seconded the motion. Motion passed unanimously.

- D. Approve Riverwood Estates Subdivision Phase 2.

MOTION: Council Member Larsen moved to approve the Riverwood Estates Subdivision Phase 2. Council Member Stuble seconded the motion. Motion passed unanimously

E. Council discussion and vote for priority between SLIB/ARPA grants outlined in Resolution 1279 to construct Table Mountain Living Community Memory Care/Assisted Living Facility and Resolution 1277 to repair and replace Lincoln & 5th Streets. Council Member Vote on priority: Table Mountain Living Community = 3. Lincoln & 5th Streets = 4.

- F. Elect Lander City Council President and assign liaison positions. Council Member Cox was elected City Council President by election ballot.

8. Adjournment of Meeting

MOTION: Council Member Dan Hahn moved to adjourn the meeting. Council Member Larsen seconded the motion. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 8:27 p.m.

The City of Lander

ATTEST:

By: _____
Monte Richardson, Mayor

Kevin Kulow, Deputy Treasurer/ City Clerk

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CITY OF LANDER WORK SESSION MEETING MINUTES

TUESDAY JANUARY 24, 2023,

COUNCIL CHAMBERS 240 LINCOLN STREET. LANDER, WY 82520

THE CITY OF LANDER IS AN EQUAL OPPORTUNITY EMPLOYER

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen, Dan Hahn, Julia Stuble, Missy White, Josh Hahn

Governing Body Absent: Council Member Melinda Cox

City Staff Present: City Clerk Rachelle Fontaine, City Treasurer Charri Lara, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, Police Chief Scott Peters

Pledge of Allegiance

1. Staff and Council updates

City Clerk, Rachelle Fontaine-Will attend WAM and share any pertinent materials.

Assistant Mayor, RaJean Strube Fossen- A resolution and pre-grant application for the July 4th fireworks display will be on the voting session February 14th. Planning is tackling inconsistencies between zoning.

Lander Police Chief Scott Peters- Buried fire hydrants need to be clear for emergencies.

Public Works Director Lance Hopkin- Starting the process of adoption and updating uniform codes.

Council Member Larsen- Thanked the street crews. The new snow blower is awesome. Provided a Solid Waste Board and Chamber update.

Council member Dan Hahn-The wind rows make it difficult to navigate streets. He is concerned about getting a fire truck to fire calls. Provided a Lander Golf Board update.

Council Member White- Provided an air service, and planning commission and update.

Council Member Stuble- Provided an EE Task force and legislative update.

Council Member Josh Hahn- Not had chance to attend meetings.

Mayor Richardson- Thanked the street crews. Discussion concerning snow removal.

2. LOTRA discussions concerning rodeo grounds rental fee, lease for the building and license for outside use. LOTRA Board members Paula McCormick, President, Julie Freese, treasurer, Nancy Williams board member were present. LOTRA presented a power point concerning benefits for the City of Lander. Topics in the presentation included: LOTRA mission statement, History of LOTRA, Pioneer Days Rodeo, LOTRA Events and Community Issues, Economic Benefits to City of Lander, LOTRA Financial Structure, Partnership with the City of Lander, LOTRA Monetary Contributions to City Projects, LOTRA In-Kind Contributions, City Proposed Changes & Financial Impact, Projected LOTRA Annual Budget, LOTRA Membership, Indoor Arena Improvements and Ongoing Maintenance Needs, and LOTRA Proposed Changes & Financial Impacts.

General council discussion concerning the presentation, the history and relationship with LOTRA, the expenses, and consistency of policy for all fee schedules and organizations. A temporary lease agreement will be considered at the February 14th council meeting pending further resolution of the presented issues.

3. Council discussion on protocols for public comment - Example of Casper's procedure was provided. General agreement to draft a general guideline for council review and have public comment prior to council updates.

4. Set February dates for Strategic Planning -Two special meetings will be held for strategic planning; one February 22nd, and one March 7th 2023, from 5:30-8:00 p.m..

Adjourned 8:10 p.m.

The City of Lander
A Municipal Corporation

Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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1/24/2023

ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	December 2022 Retainer	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	December 2022 Retainer	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		8,920.00
AIRGAS USA LLC	Annual Cylinder Lease Renewal for 2023	135.00
Total AIRGAS USA LLC (16):		135.00
ALICIA'S SWEETS	Retirement cupcakes & layer cake	180.00
Total ALICIA'S SWEETS (1364):		180.00
ALSCO	Community Center Linens	174.54
Total ALSCO (917):		174.54
AMERI-TECH EQUIPMENT CO	T handle shifter	367.32
Total AMERI-TECH EQUIPMENT CO (29):		367.32
ANAM CARA CAREGIVING	1/2 Recipient Final Payment	490.00
Total ANAM CARA CAREGIVING (1306):		490.00
APEX SURVEYING INC	Final infrastructure desgins for SMith Creek Roa	4,095.00
Total APEX SURVEYING INC (1238):		4,095.00
ARMSTRONG CONSULTANTS INC	Armstrong Bill for Construction	2,128.50
Total ARMSTRONG CONSULTANTS INC (35):		2,128.50
ARTERY CONSTRUCTION	Snow Removal Assistance	10,867.50
Total ARTERY CONSTRUCTION (37):		10,867.50
B & T FIRE EXTINGUISHERS	fire extinguisher service	300.00
B & T FIRE EXTINGUISHERS	Service for fire extinguishers	144.00
Total B & T FIRE EXTINGUISHERS (43):		444.00
BADGER METER INC	meters for 569 and 595 Main	1,183.99
BADGER METER INC	endpoints	310.35
BADGER METER INC	Beacon Mobile Hosting Jan2023 & Annual User	1,371.51
Total BADGER METER INC (44):		2,865.85
BERNARD PLUMBING	Service and repair in custodial closet water heat	278.40
BERNARD PLUMBING	Installing new faucets at LCCC in men's and wo	1,592.70
BERNARD PLUMBING	Replacing incorrect water heater in Guardian Bu	2,827.29
BERNARD PLUMBING	looked at boiler in rural water house	95.00
Total BERNARD PLUMBING (1067):		4,793.39
BLACK HILLS ENERGY	January 2023	1,268.62
BLACK HILLS ENERGY	January 2023	34.90
BLACK HILLS ENERGY	January 2023	1,228.82

BLACK HILLS ENERGY	January 2023	4,770.65
BLACK HILLS ENERGY	January 2023	4,267.70
BLACK HILLS ENERGY	January 2023	2,518.96
Total BLACK HILLS ENERGY (465):		14,089.65
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	Bobcat fuel filters and oil filters	778.54
BOBCAT OF THE BIG HORN BASIN INC	Filters and cutting edges	473.88
Total BOBCAT OF THE BIG HORN BASIN INC (856):		1,252.42
BRODIE EXCAVATION LLC	Snow Removal	1,377.50
Total BRODIE EXCAVATION LLC (1367):		1,377.50
CENTRAL BANK & TRUST	Petty Cash January 2023	58.01
CENTRAL BANK & TRUST	Petty Cash January 2023	10.79
CENTRAL BANK & TRUST	Petty Cash January 2023	15.14
CENTRAL BANK & TRUST	Petty Cash January 2023	480.00
CENTRAL BANK & TRUST	Petty Cash January 2023	23.72
CENTRAL BANK & TRUST	Petty Cash January 2023	20.00
CENTRAL BANK & TRUST	Petty Cash January 2023	180.00
CENTRAL BANK & TRUST	Petty Cash Request Feb2023	291.00
CENTRAL BANK & TRUST	Petty Cash Request Feb2023	20.00
CENTRAL BANK & TRUST	Petty Cash Request Feb2023	350.00
CENTRAL BANK & TRUST	Petty Cash Request Feb2023	7.21
Total CENTRAL BANK & TRUST (96):		1,455.87
CENTURY LINK	Phone Dec2022	155.50
CENTURY LINK	Phone Dec2022	341.50
CENTURY LINK	Phone Dec2022	98.20
CENTURY LINK	Phone Dec2022	96.82
CENTURY LINK	Phone Dec2022	79.78
CENTURY LINK	Phone Charges Jan2023	97.74
CENTURY LINK	Phone Charges Jan2023	156.88
CENTURY LINK	Phone Charges Jan2023	99.12
CENTURY LINK	Phone Charges Jan2023	79.69
CENTURY LINK	Phone Charges Jan2023	345.29
Total CENTURY LINK (99):		1,550.52
CITY OF RIVERTON	Air transportation - Econ Tax	42,614.72
Total CITY OF RIVERTON (943):		42,614.72
CIVICPLUS	Website ReDesign	2,625.00
CIVICPLUS	Municode Meetings and Agenda	2,600.00
Total CIVICPLUS (1226):		5,225.00
CMi TECO	Shop rags	27.00
Total CMi TECO (111):		27.00

COPELAND, SCOTT	Photos for new City website	500.00
Total COPELAND, SCOTT (1179):		500.00
DRUG TESTING SERVICES LLC	EMPLOYEE SCREENING	120.00
Total DRUG TESTING SERVICES LLC (148):		120.00
EMPLOYEE REIMBURSEMENTS	TRAVEL	247.10
Total EMPLOYEE REIMBURSEMENTS (154):		247.10
FERGUSON ENTERPRISES INC	leak bands	1,080.00
Total FERGUSON ENTERPRISES INC (553):		1,080.00
FLEX SHARE BENEFITS	Jan-23	252.10
FLEX SHARE BENEFITS	HRA - Tadewald 7.1.2022-6.30.2023	1,000.00
Total FLEX SHARE BENEFITS (173):		1,252.10
FLOWPOINT ENVIRONMENTAL SYSTEMS	Water + Cloud usage for 2023	3,540.00
Total FLOWPOINT ENVIRONMENTAL SYSTEMS (1156):		3,540.00
FREMONT COUNTY ASSN OF GOV	Ground transportation - Econ Tax	21,307.36
Total FREMONT COUNTY ASSN OF GOV (187):		21,307.36
FREMONT COUNTY TREASURER	JAIL BILL	2,420.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,697.25
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	535.58
FREMONT COUNTY TREASURER	JAIL BILL	1,815.00
Total FREMONT COUNTY TREASURER (190):		22,467.83
FREMONT MOTOR COMPANY	Front end alignment	89.95
Total FREMONT MOTOR COMPANY (194):		89.95
GOVHR USA	Grant writing contract services for BRIC grant.	10,000.00
Total GOVHR USA (1169):		10,000.00
GROATHOUSE CONSTRUCTION	Maven Building	475,684.00
GROATHOUSE CONSTRUCTION	Pay Estimate 12 for Maven	257,048.00
Total GROATHOUSE CONSTRUCTION (1294):		732,732.00
GUBANICH, MATTHEW	1/2 economic tax recipient	70,182.45
Total GUBANICH, MATTHEW (1363):		70,182.45
HDR ENGINEERING INC	Buena Vista Design	10,143.75
Total HDR ENGINEERING INC (994):		10,143.75
HERMANISKY FAMILY TRUST	2nd of 3 payments	175,000.00

Total HERMANSKY FAMILY TRUST (1351):		175,000.00
HOMETOWN OIL	Hydraulic oil	160.16
HOMETOWN OIL	Oil	1,491.95
Total HOMETOWN OIL (230):		1,652.11
L N CURTIS & SONS	Pick Head Axe	136.00
Total L N CURTIS & SONS (276):		136.00
LACAL EQUIPMENT INC	Rubber Blades for Snow plow	1,983.04
Total LACAL EQUIPMENT INC (278):		1,983.04
LANDER AMBASSADORS	Community Devlp	600.00
Total LANDER AMBASSADORS (1365):		600.00
LANDER SENIOR CITIZENS CENTER	Maintenance for Nov-Dec 2022	4,232.80
Total LANDER SENIOR CITIZENS CENTER (296):		4,232.80
LANDER VALLEY AUTO PARTS	Hydraulic Hoses	46.95
LANDER VALLEY AUTO PARTS	Hydraulic Hoses	100.01
Total LANDER VALLEY AUTO PARTS (1031):		146.96
LIBERTY MUTUAL	bond	100.00
Total LIBERTY MUTUAL (313):		100.00
LOCAL GOVERNMENT LIABILITY POOL	deductible	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 Chris Johnson	228.00
Total MASA (1167):		228.00
MASTERCARD	curb box's	174.55
MASTERCARD	phone screen cover	6.96
MASTERCARD	monitor arms	37.13
MASTERCARD	phone case/cords	32.61
MASTERCARD	New officer shields	162.34
MASTERCARD	Purchase and Refund at Breadboard for Sandwi	574.54
MASTERCARD	Breadboard Corrected Invoice	317.83
MASTERCARD	repair of psi logger	206.09
MASTERCARD	Toner	435.00
MASTERCARD	Zip Ties for wires	12.50
MASTERCARD	Tow Straps and Jumper Cables	224.93
MASTERCARD	napkins for Christmas party	4.21
MASTERCARD	Spectrum Fiber - Dec2022	449.50
MASTERCARD	Spectrum Fiber - Dec2022	449.50

MASTERCARD	Supreme fuel	22.10
MASTERCARD	Darlenes end party 12-28-22	19.96
MASTERCARD	had tax added	47.01
MASTERCARD	sample shipping	203.70
MASTERCARD	CLEARINGHOUSE QUERY PLAN	25.00
MASTERCARD	Gift cards for compliance checks	270.00
MASTERCARD	WAM registrations	1,520.00
MASTERCARD	problem at rural water house	2.53
MASTERCARD	Tow strap	165.89
MASTERCARD	pull out chain and clevis hooks	109.24
MASTERCARD	coat rack rail	26.24
MASTERCARD	Fittings for new compressor installs. This purcha	601.67
MASTERCARD	Nov-Dec 2022 Water Bills	680.20
MASTERCARD	batteries for equipment	75.13
MASTERCARD	Ball valve for E9, Cleaning supplies for Fire Hall	33.99
MASTERCARD	Ball valve for E9, Cleaning supplies for Fire Hall	65.17
MASTERCARD	Replacement garage door opener	12.95
MASTERCARD	toner for printer	336.98
MASTERCARD	Amy's New Computer	1,299.99
MASTERCARD	lights for hallways at City Hall, cardstock for cop	40.65
MASTERCARD	Dock for Amy's New Computer	33.59
MASTERCARD	popcorn for concession	17.98
MASTERCARD	ENVELOPES	281.89
MASTERCARD	PUBLICATION COSTS	2,711.25
MASTERCARD	Envelopes for fire department	92.13
MASTERCARD	Fox Park BacT testing	15.00
MASTERCARD	Amazon Web Service for Stacker	20.00
MASTERCARD	Gas for snowblower	7.11
MASTERCARD	New snow shovel for entryway	22.49
MASTERCARD	December 2022 second set of BacT Samples	60.00
MASTERCARD	Storage	40.00
MASTERCARD	Motorola Portable Radio	897.00
MASTERCARD	Supplies	19.99
MASTERCARD	cleaning supplies for concession	19.78
MASTERCARD	Vonage Phone Dec2022	874.27
MASTERCARD	Vonage Phone Dec2022	874.27
MASTERCARD	REGISTRATION TRAINING	399.00
MASTERCARD	COURSE REGISTRATION ADAM	299.00
MASTERCARD	Attorney Phillips Tuition	299.00
MASTERCARD	Diesel additive	109.08
MASTERCARD	Heet and Seafoam for IC-1	13.50
MASTERCARD	Toggle switch	15.65
MASTERCARD	Meal Sgt meeting 12-13-22 L1	35.72
MASTERCARD	Supplies	374.60
MASTERCARD	3 cans nacho cheese	32.16
MASTERCARD	Toner - Court	183.40
MASTERCARD	Connector Hub	237.87
MASTERCARD	Bond - Treasurer	475.00
MASTERCARD	Bond - Treasurer	475.00
MASTERCARD	membership	35.00
MASTERCARD	Diesel additive	87.96
MASTERCARD	freeze plates for meters and spuds	519.76
MASTERCARD	Radio mic holders	70.08
MASTERCARD	L1 training in Cheyenne	129.00
MASTERCARD	two cans nacho cheese	29.98
MASTERCARD	APT US&C Membership	159.00
MASTERCARD	at a glance desk calendar	8.72
MASTERCARD	Darlene's end party 10-28-22	54.97
MASTERCARD	Refund on taxes for hotel room	10.78-
MASTERCARD	Front sight/Wooten	79.98

MASTERCARD	arco optic plate/Wooten	123.48
MASTERCARD	Supplies	72.80
MASTERCARD	Bolts	31.09
MASTERCARD	Fitness Membership	44.00
MASTERCARD	3 coats for 20 year employees	158.00
MASTERCARD	Trash	262.90
MASTERCARD	Trash	275.27
MASTERCARD	Trash	1,635.69
MASTERCARD	concession start up ice rink	709.82
MASTERCARD	pickles and chips for concession	221.71
MASTERCARD	Google Workspace Dec 2022	447.30
MASTERCARD	Google Workspace Dec 2022	447.30
MASTERCARD	Extensions to unload snow blower	30.00
MASTERCARD	Faceplate for radio	65.00
MASTERCARD	Safety Jackets for Water and Parks	195.33
MASTERCARD	snow oil/wipers	83.42
MASTERCARD	Tite Reach Extension Wrench	148.79
MASTERCARD	December Wastewater Testing	273.00
MASTERCARD	DUI Blood kit to WCL L22-04734	4.90
MASTERCARD	December Wastewater samples	293.00
MASTERCARD	December Wastewater Testing	293.00
MASTERCARD	TTHM Samples for Fox Park	304.00
MASTERCARD	December Wastewater Testing	293.00
MASTERCARD	December Fox Park TTHM Testing	367.00
MASTERCARD	1st set of January 2023 Wastewater Samples	291.00
MASTERCARD	Refund for Blow In Insulation and Blower Rental	498.65-
MASTERCARD	Recertification for Jason's applicators license	174.24
MASTERCARD	cleaning supplies	31.63
MASTERCARD	Forms	80.00
MASTERCARD	salami for christmas basket fillers	17.98
MASTERCARD	Christmas Party auction	13.92
MASTERCARD	Prime rib for christmas dinner	940.70
MASTERCARD	Mugs for christmas auction	52.75
MASTERCARD	drinks for christmas party	55.79
MASTERCARD	Grand prize for christmas party reimbursed by d	337.00
MASTERCARD	Lunch supplies for Snow removal crews	42.43
MASTERCARD	Tire chains for blade truck	543.45
MASTERCARD	Battery for IC-1	172.40
MASTERCARD	Credit for the Battery Core	18.00-
MASTERCARD	Blow In Insulation and Blower Rental	783.40
MASTERCARD	Blueboard	113.86
MASTERCARD	Shop tools	90.11
MASTERCARD	Diesel additive	269.95
MASTERCARD	light bulbs for hall	32.67
MASTERCARD	Tow Ropes	79.98
MASTERCARD	Foot warmers for driving dump truck. Older inter	11.37
MASTERCARD	Shop stuff	140.68
MASTERCARD	Ribbon Calc	6.99
MASTERCARD	Supplies	66.75
MASTERCARD	roof rake	49.99
MASTERCARD	Arcgis online credits 2 yrs-12/22/24	100.00
MASTERCARD	citizen mail request	5.40
MASTERCARD	Prof Fees	1,260.00
MASTERCARD	Fuel for training L1 in Cheyenne 12-9	40.00
MASTERCARD	Computers & Essentials	1,028.98
MASTERCARD	Computers & Essentials	1,028.99
MASTERCARD	Credit for Adobe Licenses	911.14-
MASTERCARD	Mixers for employee christmas party lost receipt	14.15
MASTERCARD	APT Membership Refund	59.00-
MASTERCARD	Heater for rural water house	98.99

MASTERCARD	Building Inspector inspection tools	133.85
MASTERCARD	Phones - All Depts	51.52
MASTERCARD	Phones - All Depts	227.82
MASTERCARD	Phones - All Depts	395.82
MASTERCARD	Phones - All Depts	408.90
MASTERCARD	Phones - All Depts	499.00
MASTERCARD	Phones - All Depts	580.32
MASTERCARD	Prof fees - LCCC	199.00
MASTERCARD	Diesel additive	15.81
MASTERCARD	Water Break Food	22.75
MASTERCARD	Water Break Food	29.45
MASTERCARD	Spectrum-Charter Phone Nov2022	10.53
MASTERCARD	Spectrum-Charter Phone Nov2022	106.57
MASTERCARD	Spectrum-Charter Phone Nov2022	129.98
MASTERCARD	Spectrum-Charter Phone Nov2022	129.99
MASTERCARD	Spectrum-Charter Phone Nov2022	129.99
MASTERCARD	Spectrum-Charter Phone Nov2022	129.99
MASTERCARD	Spectrum-Charter Phone Nov2022	129.99
MASTERCARD	Spectrum-Charter Phone Nov2022	259.98
MASTERCARD	Shift selector assy, Door pull cup	2,644.21
MASTERCARD	Supplies	23.70
MASTERCARD	heater for lift station	132.28
MASTERCARD	heater for blower building	80.99
MASTERCARD	refund tax was added	47.01-
MASTERCARD	shovel and propane	41.26
MASTERCARD	frames for artwork in Kevin Kulow's office area -	71.05
MASTERCARD	Wiper Blades for plant plow truck	37.18
MASTERCARD	Chem resistant suits	41.16
MASTERCARD	Chem resistant suits	42.00
MASTERCARD	Rid-x septic treatment	65.01
MASTERCARD	UAPC UPS battery backup surge protector	116.70
MASTERCARD	Chem resistant gloves and face shields	119.42
Total MASTERCARD (327):		39,103.25
MAVEN	1/2 Recipient	16,065.00
Total MAVEN (1259):		16,065.00
MES ROCKY MOUNTAINS	New Asst Chief helmet	495.00
Total MES ROCKY MOUNTAINS (336):		495.00
MISC ONE TIME VENDOR	To assist with alcohol comp checks, need a che	140.00
MISC ONE TIME VENDOR	2023 Liquor License Refund	1,500.00
MISC ONE TIME VENDOR	2023 Snow Permit Refund	800.00
Total MISC ONE TIME VENDOR (342):		2,440.00
MORRIS, SCOTT	1/2 Recipient	284.74
Total MORRIS, SCOTT (1346):		284.74
MULLINS, STUART	4,5,6 grade basketball program boys and girls	3,375.00
Total MULLINS, STUART (1316):		3,375.00
NAPA AUTO PARTS - LANDER	Drum of window wash fluid	193.36
NAPA AUTO PARTS - LANDER	Fuel additive	61.56

NAPA AUTO PARTS - LANDER	Fuel additive	18.36
NAPA AUTO PARTS - LANDER	Fuel pump ST7	214.01
NAPA AUTO PARTS - LANDER	coupler	71.89
NAPA AUTO PARTS - LANDER	Batteries	308.12
NAPA AUTO PARTS - LANDER	Antifreeze	60.36
NAPA AUTO PARTS - LANDER	couplers plow parts	108.95
NAPA AUTO PARTS - LANDER	Hydraulic hose for Sander	274.39
NAPA AUTO PARTS - LANDER	DEF	87.51
NAPA AUTO PARTS - LANDER	Fuel filter	16.56
NAPA AUTO PARTS - LANDER	Switch	18.93
NAPA AUTO PARTS - LANDER	Battery	137.96
NAPA AUTO PARTS - LANDER	Battery	137.96
NAPA AUTO PARTS - LANDER	Credit on switch	11.08-
NAPA AUTO PARTS - LANDER	Windshield wipers	29.98
NAPA AUTO PARTS - LANDER	Filters	61.11
NAPA AUTO PARTS - LANDER	Rocker switch	27.83
NAPA AUTO PARTS - LANDER	Windshield wiper stock	617.30
NAPA AUTO PARTS - LANDER	Lug nuts	6.18
NAPA AUTO PARTS - LANDER	Control arm	101.63
NAPA AUTO PARTS - LANDER	Control arm bolts	16.14
NAPA AUTO PARTS - LANDER	Penetrating oil spray	16.98
NAPA AUTO PARTS - LANDER	Tie rod ends	97.97
NAPA AUTO PARTS - LANDER	CV Axle	98.35
NAPA AUTO PARTS - LANDER	Battery	138.32
NAPA AUTO PARTS - LANDER	Adapter	5.87
NAPA AUTO PARTS - LANDER	Floor dry	21.12
NAPA AUTO PARTS - LANDER	Hydraulic hose and fittings	113.95
NAPA AUTO PARTS - LANDER	4WD actuator	109.64
NAPA AUTO PARTS - LANDER	Batteries	308.80
NAPA AUTO PARTS - LANDER	DEF	37.72
NAPA AUTO PARTS - LANDER	Hydraulic oil	110.99
Total NAPA AUTO PARTS - LANDER (353):		3,618.72
NORCO INC	Cylinder Rental Dec2022	67.58
Total NORCO INC (364):		67.58
OFFICE SHOP, INC.	Copier Maintenance & Repair	640.92
OFFICE SHOP, INC.	Copier Maintenance & Repair	640.92
Total OFFICE SHOP, INC. (373):		1,281.84
OROGRAPHIC CREATIVE	City of Lander Logo revisions and modifications	250.00-
OROGRAPHIC CREATIVE	Website development for TMLC - LOR Foundati	400.00-
Total OROGRAPHIC CREATIVE (1298):		650.00-
PATRICK CONSTRUCTION INC	Water Break Assistance	8,904.00
Total PATRICK CONSTRUCTION INC (385):		8,904.00
PRO-VISION, INC	SecuraMax 5yr Plan Cloud Storage	8,256.00
Total PRO-VISION, INC (1199):		8,256.00
REWORX	Continued development of theBuilding and plan	5,550.00
REWORX	Continued development of theBuilding and plan	5,550.00

Total REWORX (1347):		11,100.00
RIVERTON TIRE & OIL CO	Tires	639.48
Total RIVERTON TIRE & OIL CO (431):		639.48
ROCKY MOUNTAIN POWER	Electricity	784.85
ROCKY MOUNTAIN POWER	Electricity	3,354.37
ROCKY MOUNTAIN POWER	Electricity	4,187.17
ROCKY MOUNTAIN POWER	Electricity	427.47
ROCKY MOUNTAIN POWER	Electricity	3,599.99
ROCKY MOUNTAIN POWER	Electricity	1,627.31
ROCKY MOUNTAIN POWER	Electricity	4,088.30
ROCKY MOUNTAIN POWER	Electricity	348.32
Total ROCKY MOUNTAIN POWER (435):		18,417.78
ROCKY MOUNTAIN PRE-MIX	concrete pad at bike park	462.00
Total ROCKY MOUNTAIN PRE-MIX (436):		462.00
STOTZ EQUIPMENT	Shoes for snowblowers	302.16
Total STOTZ EQUIPMENT (824):		302.16
STRIKE CONSULTING GROUP	5th Street Design	4,031.25
STRIKE CONSULTING GROUP	Fema Construcion Services	1,093.75
STRIKE CONSULTING GROUP	5th Street Engineering	16,820.00
STRIKE CONSULTING GROUP	Fema Project Closeout	972.50
Total STRIKE CONSULTING GROUP (1112):		22,917.50
SUMMIT WEST CPA GROUP, P.C.	December 2022 IT Work	250.00
SUMMIT WEST CPA GROUP, P.C.	December 2022 IT Work	733.33
SUMMIT WEST CPA GROUP, P.C.	December 2022 IT Work	733.33
SUMMIT WEST CPA GROUP, P.C.	December 2022 IT Work	733.34
Total SUMMIT WEST CPA GROUP, P.C. (1328):		2,450.00
TEAM LABORATORY CHEM LLC	winter bugs	4,269.00
Total TEAM LABORATORY CHEM LLC (493):		4,269.00
T-O ENGINEERS	1st Street Engineering	7,550.00
T-O ENGINEERS	Work done for updating LND 2022 SPCC	1,947.50
Total T-O ENGINEERS (1166):		9,497.50
TWEEDS WHOLESALE CO.	concessions	116.63
TWEEDS WHOLESALE CO.	concession and toilet paper, bleach	269.76
TWEEDS WHOLESALE CO.	concession and toilet paper, bleach	122.78
TWEEDS WHOLESALE CO.	concession popcorn, candy, bags	156.60
TWEEDS WHOLESALE CO.	2 cans nacho cheese	57.54
Total TWEEDS WHOLESALE CO. (523):		723.31
VISIONARY BROADBAND	Backup internet for the Water Treatment Plant	108.25

Total VISIONARY BROADBAND (1289):		108.25
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		3,500.00
WAM - WCCA	3rd Installment	2,500.00
Total WAM - WCCA (546):		2,500.00
WAMCO LAB INC.	Pond Testing	2,300.00
Total WAMCO LAB INC. (548):		2,300.00
WATER REFUNDS	Fire Hydrant Meter Return - Deposit Refund	500.00
Total WATER REFUNDS (552):		500.00
WESTERN LAW ASSOCIATES	Jan-23	2,232.25
Total WESTERN LAW ASSOCIATES (559):		2,232.25
WHITING LAW PC	January 2023 Services	970.00
Total WHITING LAW PC (564):		970.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Engineering Task 2	1,105.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Improvements	1,275.00
Total WILLIAM H SMITH & ASSOC (1058):		2,380.00
WWC ENGINEERING	Wells Design Work	15,045.15
Total WWC ENGINEERING (1326):		15,045.15
WWQPCA	membership	120.00
Total WWQPCA (591):		120.00
WYDOT - FINANCIAL SERVICES	December 2022 - Fuel	1,166.86
WYDOT - FINANCIAL SERVICES	December 2022 - Fuel	378.39
WYDOT - FINANCIAL SERVICES	December 2022 - Fuel	2,333.72
WYDOT - FINANCIAL SERVICES	December 2022 - Fuel	1,166.86
WYDOT - FINANCIAL SERVICES	Fuel for January 2023	1,757.40
WYDOT - FINANCIAL SERVICES	Fuel for January 2023	4,943.56
WYDOT - FINANCIAL SERVICES	Fuel for January 2023	9,887.11
WYDOT - FINANCIAL SERVICES	Fuel for January 2023	4,943.56
Total WYDOT - FINANCIAL SERVICES (606):		26,577.46
WYOMING ASSN OF RURAL WATER	Registration For WARWS Spring Conference	395.00
Total WYOMING ASSN OF RURAL WATER (598):		395.00
WYOMING DEPT OF REVENUE	sales tax on concession	194.35
Total WYOMING DEPT OF REVENUE (605):		194.35
WYOMING FIRST AID & SAFETY SUPPLY	First Aid Kits & AED Supplies	929.98

WYOMING FIRST AID & SAFETY SUPPLY	First Aid Supplies and AED Supplies	206.52
Total WYOMING FIRST AID & SAFETY SUPPLY (427):		1,136.50
WYOMING LAW ENFORCEMENT ACAD	Wooten training at Academy 11-29-22	124.00
Total WYOMING LAW ENFORCEMENT ACAD (609):		124.00
WYOMING MACHINERY CO.	cutting edges	212.32
Total WYOMING MACHINERY CO. (610):		212.32
WYOMING RETIREMENT SYSTEM	Wyoming Retirement System	581.25
Total WYOMING RETIREMENT SYSTEM (614):		581.25
WYOMING STATE FIREMEN'S ASSN.	WSFA Patches	18.60
Total WYOMING STATE FIREMEN'S ASSN. (615):		18.60
Grand Totals:		1,375,375.

Report GL Period Summary

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



City of Lander Grant Pre-Application

PRE-APPLICATION INFORMATION

City Department	Admin
Grant Program	Community Improvement
Funding Agency	Wyoming Community Gas
CDFA # or State ID	N/A
Program/Project Name &/or Code	Lander July 3rd Fireworks
Department Head/Project Manager	Anne Even
Purpose of Grant	supplement costs of City presented fireworks display
Strategic Objective Met	Quality of Life, community events
Requested Amount	\$5000
Match amount	\$7500 from Lander District Rec Board, \$2500 Community Development budget
Total Amount	\$15,000
Is the project in the budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are on-going expenses budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Application Deadline	Date: January 31, 2023
Council Authorization required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Reason:
Schedule for Council Agenda on	Date: February 14, 2023
Legal Requirements	No. of Ads <input type="checkbox"/> Days between ads <input type="checkbox"/> Public Hearing Days in advance of Public Hearing
Anne Even _____ Date: Jan 18, 2023	
Submitted by _____ Date:	
Authorization of Department Head/Project Manager _____ Date: Jan 18, 2023	
City Authorization	

RESOLUTION 1280

**A RESOLUTION AUTHORIZING AN APPLICATION TO
WYOMING COMMUNITY GAS COMMUNITY IMPROVEMENT
GRANT PROGRAM FOR THE 2023 JULY FIREWORKS
CELEBRATION LANDER EVENT**

WHEREAS, pursuant to section 7-8-3 of the Lander Municipal Code, the Mayor and City Council, may authorize by resolution supervised public displays of fireworks and,

WHEREAS, the Governing Body feels that allowing fireworks during the Independence Day weekend is a long-standing tradition, bringing families and tourists to our town and,

WHEREAS, grant opportunities allow the City to provide said fireworks displays with the minimum amount of impact to the taxpayers' general fund budget and,

WHEREAS, the governing body authorizes Community Development Coordinator, Anne Even, to plan such events in accordance with the City Council Strategic plan adopted May 2021,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, that the City Council hereby authorizes an application to the Wyoming Community Gas Community Improvement grant program for providing a public Fireworks display during the Independence day weekend for the City of Lander.

PASSED, APPROVED AND ADOPTED THIS 14th day of February 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 February 14th, 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



Rajeon Strube Fossen <rsfossen@landerwyoming.org>

Continued Participation on Planning Commission and Board of Adjustment

3 messages

Zachary Hamilton Mahlum, Esq. <zach@zhmesq.com>

Fri, Jan 20, 2023 at 6:09 AM

To: Drew Seitz <drew.seitz@gmail.com>, Rajeon Strube Fossen <rsfossen@landerwyoming.org>, Kristin Yannone <kristinyannone1@gmail.com>

Drew,

The Planning Commission and Board of Adjustment members share a concern about your willingness and ability to participate in future meetings. We all very much enjoy having you on the commission and appreciate your contributions. However, we would like to have a full board of seven members that can all participate on a regular basis and who can contribute to the decision making process.

We do not want to find another member to replace you if you still wish to participate, but if you are currently unable or unwilling to, we would accept, and would likely approve, a letter of resignation from you. If you do wish to continue participating (which we encourage) we would ask that you make the appropriate arrangements to either be present in-person or via Zoom.

Best regards,

Zach Mahlum
WSB # 7-6120
Proprietor,
The Law Office of Zachary Hamilton Mahlum, LLC
933 Main Street, Suite 6
Lander, Wyoming 82520
zhmesq.com
zach@zhmesq.com
307.332.5743
307.332.5744: FAX

If you received this email in error, please delete the message as well as any attachments, and please notify our office of our mistake.

Sent with [Proton Mail](#) secure email.

Drew Seitz <drew.seitz@gmail.com>

Fri, Jan 20, 2023 at 11:32 AM

To: "Zachary Hamilton Mahlum, Esq." <zach@zhmesq.com>

Cc: Rajeon Strube Fossen <rsfossen@landerwyoming.org>, Kristin Yannone <kristinyannone1@gmail.com>

Hi Zach,

Sorry for the confusion, I thought I had indicated to Rajeon that I would be resigning my position on the commission back in September. I thought continuing to get emails was just an oversight that I had not had time to correct. Again, sorry for the confusion.

Best,
Drew

Sent from my iPhone

On Jan 20, 2023, at 6:10 AM, Zachary Hamilton Mahlum, Esq. <zach@zhmesq.com> wrote:

[Quoted text hidden]

Zachary Hamilton Mahlum, Esq. <zach@zhmesq.com>

Fri, Jan 20, 2023 at 12:59 PM

To: Drew Seitz <drew.seitz@gmail.com>, Rajeon Strube Fossen <rsfossen@landerwyoming.org>, Kristin Yannone <kristinyannone1@gmail.com>

No problem Drew, thanks for letting me know. I apologize for not realizing you intended to resign in September. It was great working with you.

Best regards,

Zach Mahlum
WSB # 7-6120
Proprietor,
The Law Office of Zachary Hamilton Mahlum, LLC
933 Main Street, Suite 6
Lander, Wyoming 82520
zhmesq.com
zach@zhmesq.com
307.332.5743

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this _____ day of _____, 2023, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wy 82520, hereinafter referred to as "Lessor," and the LANDER OLD TIMER'S RODEO ASSOCIATION (LOTRA), a 501C3 Non-Profit Corporation, of Lander, Wyoming, hereinafter referred to as "Lessee." City and LOTRA shall collectively be known herein as the "Parties."

RECITALS

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

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

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

TERMS AND CONDITIONS

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

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

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

3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to use the property for the primary purpose of rodeo and livestock related activities. Primary purpose is defined as that

which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.

4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for the period commencing on the _____ of February 2023, and terminating on the 31st day of December 2023, unless sooner terminated for any of the reasons set forth in this Lease. Thereafter, this Agreement shall be re-written for a longer period as determined by the Lessee and Lessor. This Agreement will only terminate with Ninety (90) days written notice to the other party.

5. **RENTAL FEE.** Lessee shall pay to Lessor \$1,000 in one installment on or before the 15th day of September, 2023. After the rental lease expires, a new lease may be renegotiated or changed as mutually agreed upon by both parties.

6. **CONDITION OF PREMISES.** Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.

7. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for purposes associated with rodeo related activities and other uses as deemed appropriate by the Lessee. The Lessee shall have the right to occupy and use the premises for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA.

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

- A. No residential use of any kind shall be permitted in or on the premises.
- B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the buildings, as it is strictly prohibited. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in or on the premises.
- C. Lessee promises and agrees that no commercial operation of any kind are permitted within or near the leased premises without written consent of the Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises without written consent of Lessor.
- E. No long-term storage of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the buildings.
- F. Lessor has the right to tow and remove boats, trailers, campers, or other similar property parked outside the leased premises at the sole expense of the owner(s) of said property.

9. **INSURANCE AND INDEMNIFICATION.** Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), and an aggregate limit amount of Two Million Dollars and no/100 (\$2,000,000.00). Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the building and all personal property on the premises. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said building and the use of said building. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises.

10. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. All utility arrangements, including hook up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.

11. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of animal waste, trash, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-property site.

12. **INSPECTION.** Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, and comply with the laws, ordinances and regulations. Lessor, its agents, and representatives, shall have an unrestrictive right to enter the leased premises for the purpose of inspection for compliance with the terms of the Lease, upon a twenty-four (24) hour notice to Lessee. Access entry may be needed or emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.

13. **ADDRESSES FOR NOTICES.** All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln St.

Lander, Wy 82520

All notices to the Lessee shall be sent to:

LOTRA
PO Box 632
Lander, WY 82520

14. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to lease in exchange for rent or other compensation without the approval of Lessor. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.

15. **ENVIRONMENTAL.** Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.

16. **TAXES.** Lessee is responsible for any and all of their own taxes or assessments.

17. **BREACH-OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply.

- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.

- D. Breach-Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
- i. Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing, and unpaid.
 - ii. Termination.** If such payments are not made within thirty (30) days after notice, this Lease and Lessee's rights hereunder shall, at the election of the Lessor, forthwith terminate.
 - iii. Emergency Declarations.** If the City, County, or State is under a disaster declaration and such declaration prohibits the Lessee's ability to hold their events, which therefore affects the Lessee's ability to pay rent, such rent due may be negotiated between the Lessor and Lessee.

18. DEFAULT AND TERMINATION.

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

not remove the building within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's building from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the building foundation, floor or apron should be left in-place if it is in sustainable condition for use with a new building but should be removed from the premises if it is not.

- E. This Agreement may also be terminated upon mutual written agreement by the parties.
- F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.

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

20. ADDITIONAL COVENANTS:

- A. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
- B. **MODIFICATION:** No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
- C. **NONWAIVER:** Any waiver by Lessor or any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- D. **CORPORATIONS:** If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- E. **RETENTION OF GOVERNMENTAL IMMUNITY:** By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq. and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- F. **WYOMING LAW:** This agreement shall be construed in accordance with the laws of the State of Wyoming.

- G. **SEVERABILITY:** If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- H. **NO THIRD-PARTY BENEFICIARY INTENDED:** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- I. **HEADINGS:** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- J. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

(SIGNATURES ON FOLLOWING PAGE)

SIGNATURES

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

IN WITNESS WHEREOF, the parties have executed this lease this _____ day of _____, 2023.

THE CITY OF LANDER
A municipal corporation,
Lessor

BY: _____
MAYOR

ATTEST:

CITY CLERK

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

BY: _____
PRESIDENT

ATTEST:

SECRETARY

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____, Mayor, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____, City Clerk, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____, LOTRA PRESIDENT, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____, LOTRA SECRETARY, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public

My commission expires:

LICENSE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as "OWNER or OWNERS", and the LANDER OLD TIMERS RODEO ASSOCIATION of Lander, Wyoming, herein referred to as "LICENSEE".

WITNESSETH:

WHEREAS, OWNER is the owner of real estate which is generally described as the Rodeo Grounds located in Lander, Fremont County, Wyoming, (hereinafter referred to as the "Property") located within Lander, Fremont County, State of Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by Owner for rodeo related activities.

TERMS AND CONDITIONS:

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

1. LICENSE. OWNER does hereby grant to LICENSEE, or their agents and guests, unrestricted right to enter upon the Property, and does hereby grant a license to use premises described as follows: no more than 70,000 square feet of additional space outside the north and west sides of their existing building, all of which is located within Fremont County, Wyoming. This license is for the purpose of rodeo related activities, or any other similar or lawful activities, subject to the terms and conditions hereinafter stated.
2. TERM. This License will be for the duration of the Lease Agreement, Dated _____, 2023, between OWNER and LICENSEE, and will remain in effect from this ____ day of _____, 2023 and shall terminate upon the expiration of the Lease Agreement.
3. USE OF PREMISES. LICENSEE shall not in any manner cause any damage or destruction of any nature to or interruption of the use of the Property, Rights of Way, and/or ways of ingress or egress. LICENSEE agrees and specifically understands that the license is confined solely to the privilege of LICENSEE, and his agents or guests, to use the premises above described, and that the authority and permission given herein does not thereby grant to it any interest or estate in said lands, but is a mere privilege to do certain acts of a temporary character on the lands of the OWNER and that the OWNER retains dominion, possession and control of said lands, including access thereto at all times.

Additionally, LICENSEE shall create a proposed layout within the 70,000 square feet to be approved in writing by the City of Lander Public Works Director. Future layout changes within the 70,000 square feet will need to be coordinated, and approved in writing, by the City of Lander Public Works Director. Additional square footage requests shall require an amendment to the license.
4. RIGHT OF ENTRY. OWNER shall have the right to enter upon the premises herein described for purposes as may be deemed necessary by OWNER, so long as said entry does not interfere with the license herein granted to LICENSEE.

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

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

7. **RIGHTS OF PARTIES.** LICENSEE hereby reserves a right to use said licensed premises for the purpose of placing, maintaining, or conducting any equipment, items, or activity related to rodeos or other related activities, items, or equipment, which will not interfere with or prevent the exercise by OWNER of the rights granted hereunder. Said equipment, items, or actives are and shall be the property of LICENSEE. LICENSEE shall be solely responsible for all scheduling, reservations, rentals, utilities, maintenance, and repairs. LICENSEE shall install, pay for, and be responsible for meters and payment of any utilities to be used with or for the premises.

8. **LIMITATION ON CONSTRUCTION.** It is understood and agreed by and between the parties hereto that LICENSEE shall not erect any other structure, other than those structures described herein, of any type or kind or plant anything upon said premises except with the consent, in writing, of the OWNER first had and obtained.

9. **TERMINATION.** This license is subject to cancellation by either party upon One Hundred Eighty Days (180) days written notice. Notice given by either party must state the other party's name, address, and dates the license shall be terminated. Said notice shall be computed commencing with the day after the date of mailing.

10. **REMOVAL AFTER TERMINATION.** LICENSEE agrees that on or before the termination date of this license, it shall remove or cause to be removed any and all debris on the premises described in this License, any and all equipment for the facilities and other things erected or placed by it, and will yield up said premises to the OWNER as in the condition as when the same was entered upon by LICENSEE. Removal of any and all equipment shall be done within 48-hours after termination at the sole expense of LICENSEE. Upon LICENSEE's failure to do so, OWNER may do so at the sole cost and expense of LICENSEE. LICENSEE shall repair any damage to the premises caused by it in utilizing this License. Any and all repairs must be completed within 7-days after termination. In the event LICENSEE fails to repair any and all damages, OWNER shall submit an invoice for costs of repairs, which LICENSEE herein agrees to pay in full upon receipt of said invoice.

11. **NOTICE.** Any notice herein provided shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to LICENSEE or to OWNER and such other persons as either party may from time to time designate in writing.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LANDER:

BY: _____
MONTE RICHARDSON

ATTEST:

Rachelle Fontaine, City Clerk

LANDER OLD TIMER RODEO
ASSOCIATION, Lander, Wyoming

BY: _____
President

ATTEST:

Secretary

RESOLUTION 1249
THE CITY OF LANDER FEE SCHEDULE 2022-2023
A RESOLUTION AMENDING RESOLUTION 1212

WHEREAS the City of Lander has reviewed and set forth the following charges for City Services; and

NOW THEREFORE, be it resolved by the Governing Body of the City of Lander that said fees shall be in effect starting July 1, 2022 for the following City Services.

	<u>CEMETERY</u>	
LOT PURCHASE	City resident	\$ 400.00
	Outside City resident	\$ 500.00
	Cremation lot	\$ 200.00
	Infant	\$ 125.00
	Columbarium – City resident	\$ 500.00
	Columbarium – Outside City resident	\$ 650.00
PERPETUAL CARE (per Lot)		\$ 200.00
OPENING/CLOSING CEMETERY LOTS	Adult	\$ 600.00
	Infant	\$ 375.00
	Cremation	\$ 200.00
	Columbarium	\$ 200.00
OVERTIME OPENING/CLOSING	Adult	\$1,200.00
	Infant	\$750.00
	Cremation	\$400.00
	Columbarium	\$400.00
CEMETERY DOCUMENT TRANSFER FEE		\$ 25.00
DISINTERMENT	Standard (minimum)	\$ 1,200.00
NOTE: ADDITIONAL CEMETERY FEES MAY BE ADDED AT TIME OF SERVICE, Oversized vaults, Stone removal/reset, Concrete Work		Quoted at time
	<u>CONTRACTOR LICENSES</u>	
AMUSEMENTS		\$200.00/day
ARBORISTS	Initial fee/annual renewal	\$250.00/\$ 150.00
BUILDING CONTRACTOR		
	Class I – initial fee/annual renewal	\$350.00/\$ 200.00
	Class II – Initial fee/annual renewal	\$350.00/\$ 200.00
	Class III– initial fee/annual renewal	\$250.00/\$ 150.00
	Class IV – Initial fee/annual renewal	\$250.00/\$ 150.00
ELECTRICAL		
	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
	Master – Initial fee/annual renewal	\$50.00/\$ 50.00
	Journeyman– initial fee/annual renewal	\$20.00/\$ 20.00
	Apprentice – Initial fee/annual renewal	\$10.00/\$10.00
HVAC		
	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
	Master – Initial fee/annual renewal	\$50.00/\$ 50.00
	Journeyman– initial fee/annual renewal	\$20.00/\$ 20.00
	Apprentice – Initial fee/annual renewal	\$10.00/\$10.00
PAWNBROKER	Initial fee/annual renewal	\$350.00/\$ 200.00
PLUMBING		
	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
	Master – Initial fee/annual renewal	\$50.00/\$ 50.00
	Journeyman– initial fee/annual renewal	\$20.00/\$ 20.00
	Apprentice – Initial fee/annual fee	\$10.00/\$10.00
REFRIGERATION	Initial fee/annual renewal	\$200/\$100
SEWAGE CLEANING & DISPOSAL	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
UTILITY CONTRACTOR		\$350.00/\$ 200.00
EXCAVATION PERMIT	Required for all street/alley/ROW excavation	\$ 100.00

	<u>COMMUNITY CENTER</u>	
ROOM RENTAL RATES	Full center single day	\$965.00
	Full center 2-4 days	\$925/day
	Full center over 5 days	\$880/day
	Main Room only	\$675.00
	Bar & Lobby only	\$275.00
	Kitchen only	\$330.00
	Meeting rooms (3 each) hourly/daily	\$30.00 hour/ \$150.00/day
DEPOSITS	Damage deposit - % refundable	\$300.00
	Booking deposit -% refundable if cancelled 2 months prior to event.	10%
	Lost/non-returned key	\$ 25.00
	Unlocked doors/ left open charge	\$150.00
	<u>LIQUOR LICENSING</u>	
BAR & GRILL LICENSE	Initial fee/annual renewal	\$10,000/\$1,500.00
CLUB LICENSE	Annual renewal	\$500.00
MICROBREWERY LICENSE	Annual renewal	\$500.00
RESORT LICENSE	Annual renewal	\$1,500.00
RESTAURANT LICENSE	Initial fee/Annual renewal	\$1,500/\$1,500.00
RETAIL LICENSE	Annual renewal	\$1,500.00
TRANSFER FEE	Annual renewal	\$200.00
CATERING/MALT BEVERAGE PERMIT		\$50.00/day
	<u>MISCELLANEOUS PERMITS/FEEs</u>	
BURN PERMIT INSIDE CITY LIMITS		\$50.00
COPIES – Record requests	Paper copies 8 1/2x11 up to 11X17	\$ 0.50/page plus \$20.00/hr
	Electronic copies	\$0.10/page plus \$20.00/hr
	Maps – Large format color	\$20.00
	Digital PDF, CD, DVD	\$10.00 each
	Police report or accident report. Photos and digital files may be assessed additional charges.	\$10.00
COURT COSTS		\$10.00
COURT/ARREST RECORDS REQUESTS	As determined by Supreme Court	\$10.00
DOG LICENSE	1 year/2 year -need proof of rabies shot	\$5.00/ \$9.00.00
DOG IMPOUND FEE	Actual expenses -Set by contract	
LIVESTOCK PERMIT	Annual renewal – need veterinary letter	\$50.00
INSUFFICIENT FUNDS FEE		\$30.00
IMPOUNDED VEHICLE FEE	Actual towing charges	Actual charges
MANUFACTURED HOME PLACEMENT		\$200.00
ELECTRICAL SERVICE INSPECTION		\$75
GAS LINE INSPECTION		\$25
SNOW REMOVAL - COMMERCIAL	Up to 5000 sq ft lot	\$500.00
SNOW REMOVAL - COMMERCIAL	5000 – 8000 sq ft lot	\$500.00 plus \$0.10/sqft
WEED & PEST MOWING		\$75.00/hour plus damages
WEED & PEST SPRAYING		\$75.00/hour plus chemical
LAGOON BULK DUMPING FEES		\$100 per 1,000 gallons

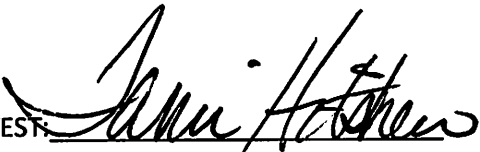
	RODEO FACILITIES	
RENTAL FEES – DAY USE	1-100 People	\$100.00
	100-500 People	\$200.00
	Over 500 People – no gate fee	\$300.00
	All ticketed events 10% of gate fee	
DAMAGE DEPOSIT	% Refundable- depending on damages	\$500.00
ADDITIONAL AMENITIES	Livestock Stall rentals	\$10.00 each/day
	<u>PARK FACILITIES</u>	
LIONS SHELTER- STAGE/NORTH PARK	1-50 People	\$100
	51-150 People	\$125
	151-300 People	\$200
	301-500 People	\$300
	Over 500 People	\$450
	Reservation for use of Stage	\$100.00
	All ticketed events- 10% of gate fee	
FULL PARK EXCLUDING PLAYGROUND AND CAMPING		\$1,000.00
DAMAGE DEPOSIT	% Refundable depending on damage	\$50.00
GAZEBO/DILLON/CENTENNIAL	1-50 People	\$50
	51-150 People	\$100
	151-500 People	\$150
	Over 500 People	\$250
FIELD USE FEES	Fee per player for YOUTH Baseball, softball, football and soccer	\$5.00/player
	Fee per player for ADULT ball field events	\$10.00
ICE SKATING	Admission	\$3.00
	Skate rentals	\$4.00
	Skate sharpening	\$10
	Youth Hockey rental equipment	\$20.00
	<u>PLANNING & ZONING</u>	
BOARD OF ADJUSTMENT	Conditional use permit	\$500.00
	Non-conforming use application	\$275.00
	Rezoning request	\$500.00
	Variance request	\$500.00
	Solar Rights permit	\$275.00
PLANNING COMMISSION	Preliminary Subdivision Plat	\$600.00
	Final Subdivision Plat (includes Annexation)	\$500.00
	Minor Plat (<5 lots)	\$400.00
	Correction Plat	\$250.00
	County Subdivision Plat Review	\$200.00
	PUD Development Plan	\$500.00
FEE-IN-LIEU OF PARK DEDICATION	Minor Plat (new with 1-2 1-3 lots, replats)	no fee
	Minor Plat (new with 3-5 4-5 lots)	\$500.00
	Subdivision Final Plat	\$750.00/Lot
ACCESSORY BUILDING PLACEMENT PERMIT	Temporary and permanent placement of storage containers and skid sheds	\$100.00

Water/Sewer Utility Rates in Attachment A

PASSED APPROVED AND ADOPTED THE 14th DAY OF JUNE, 2022

THE CITY OF LANDER
A Municipal Corporation

BY: 
Monte Richardson, Mayor

ATTEST: 
Tami Hitshe, City Clerk

Attachment A

CITY OF LANDER RATE
CHANGES
WATER UTILITY RATES

(a) Rates are effective July 1, 2022 — June 30, 2023.

Meter Size (Inches)	Monthly Minimum Charge - Inside City	Monthly Minimum Charge - Outside City
5/8" Meter	\$37.52	\$56.28
3/4" Meter	\$40.07	\$60.10
1" Meter	\$46.54	\$69.81
1 1/2" Meter	\$65.03	\$97.52
2" Meter	\$90.91	\$136.36
3" Meter	\$164.86	\$247.30
4" Meter	\$268.40	\$402.60
6" Meter	\$564.23	\$846.33
8" Meter	\$978.37	\$1467.57

(b) Excess Water Charges for inside city limit users all meter sizes and outside city limit users with 5/8" meters. For water use more than the minimum water use included in the minimum charge, charges shall be assessed at the following:

- i. \$3.12 per 1,000 gallons over the allotted 4,000 gallons in city limits

Excess Water Charges for *outside* city limit users with meters: 3/4" to 8"

- ii. \$4.66 per 1,000 gallons over the allotted 4,000 gallons

SEWER UTILITY RATES

(a) Rates are effective July 1, 2022 — June 30, 2023

Minimum Charges

Water Meter Size (inches)	Monthly Minimum Charge Inside City	Monthly Minimum Charge Outside City
5/8"	\$18.36	\$21.19
3/4"	\$19.61	\$23.67
1"	\$22.77	\$30.00
1 1/2"	\$31.80	\$48.06
2"	\$44.45	\$73.35
3"	\$80.58	\$145.60
4"	\$131.16	\$246.76
6"	\$275.67	\$535.79
8"	477.99	\$940.43

Sewer Charges will be \$2.26 per 1,000 gallons over the base of 2,000 gallons plus the minimum charge for sewer -effective July 1, 2022.

RURAL WATER HOUSE RATES

(a) Rates are effective July 1, 2022 — June 30, 2023

Price per 1,000 gallons - \$14.07

SNOW BIRD RATE

\$30.26 monthly

February 9, 2023

LOTRA
PO Box 632
Lander, WY 82520
lotrarodeo@yahoo.com



Dear Lander City Council members and staff,

Thank you for relaying your ideas about changing the annual 4th of July fireworks plans. We understand that you intend to move the fireworks from July 4th to Sunday, July 2, 2023.

LOTRA members discussed the City Council's planned change of date to July 2nd at our association meeting on February 1, 2023. We believe many people look forward to Lander's fireworks on the actual 4th of July no matter what day it happens to land. We know that people who attend our rodeo on July 4th plan to take in the rodeo and the fireworks on the same evening. We believe the citizens of our county will be disappointed in changing the fireworks to a date other than July 4th. We also feel that Lander has an amazing reputation throughout the state for its 4th of July fireworks that attracts more than our local citizens.

The LOTRA board voted unanimously to support keeping the 4th of July Fireworks on the actual 4th of July. LOTRA would be happy to sponsor \$1000 toward the 4th of July fireworks display, as we have in the past.

Thank you for the ability to comment on this matter.

Sincerely,

Paula McCormick
Paula McCormick
President, LOTRA

February 8, 2023

LOTRA
PO Box 632
Lander, WY 82520



Dear Lander City Council members and staff,

Thank you for meeting with LOTRA board members at the January 24th work session. LOTRA gave a presentation to explain the economic hardship that the city is placing on our volunteer organization by requiring that LOTRA pay BOTH the huge fee increase in the lease of the land on which LOTRA's indoor arena stands AND the 10% gross ticket sales fee for use of the city's outdoor arena for the annual Pioneer Days Rodeo.

At the upcoming February 14th City Council meeting, the Council will be reviewing the re-worked interim land lease agreement for LOTRA's indoor arena for approval. Since the land lease agreement is moving forward, we wanted to put in writing our request specifically for the Council to consider changing its fee policy on the 10% gross ticket sales so the LOTRA board can begin planning financially for the 129th annual Pioneer Days Rodeo.

At the January 24th work session, LOTRA explained that in past years we only paid the city to rent the outdoor arena at \$300 per day, for a total of \$600, for the 2-day Pioneer Days Rodeo. Due to the new fee schedule for use of city property, in 2022 LOTRA paid the city 10% of the gross ticket sales from the 2022 rodeo, which equated to \$5,134.

We believe the new fee schedule mandating a payment of 10% of gross ticket sales places too much risk on our organization for the following reason:

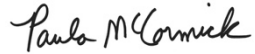
- Costs to put on a rodeo are pre-determined, but ticket sales are variable. Weather, the day of week holidays fall on, pandemics, etc. are all beyond our control but have a huge impact on attendance and net income from the event. Unlike other events that can be scheduled on a weekend, the Pioneer Days Rodeo is scheduled the day before and day of the holiday, no matter what day of the week that happens to fall on or what the weather forecast looks like.

We believe the required fee to the City should be based on **net income** of the event, not on gross ticket sales. LOTRA must generate enough net income from putting on the July 3 & 4 rodeo to pay the rodeo expenses PLUS generate its budgeted amount to run the indoor barn year-round. The City's current fee schedule puts undue financial risk on LOTRA and jeopardizes the future of the Pioneer Days Rodeo, which is an integral part of Lander's history and culture.

LOTRA asked that the Council consider the fact that the events that LOTRA hosts at the indoor arena benefit the city through significant tax dollars and benefit our businesses through millions of dollars spent into the local economy.

We request that the Council consider lowering its outdoor arena use fee by basing it on the net income of our rodeo event, not gross ticket sales and thus ensure the longevity of both the Pioneer Days Rodeo and the LOTRA organization. We look forward to seeing you on February 14 to discuss this further.

Appreciatively,

A handwritten signature in black ink that reads "Paula McCormick". The script is cursive and fluid, with the first name "Paula" and last name "McCormick" clearly distinguishable.

Paula McCormick, LOTRA President



611 Skyline Road, Laramie, WY 82070 | 307.742.0031

January 6, 2023

Lance Hopkin, P.E.
Public Works Director/City Engineer
240 Lincoln Street
Lander, WY 82520

Re: Amendment #1 to original contract for structural services

Dear Mr. Hopkin:

Per our email correspondence, this email is an amendment to the original contract dated June 14, 2022 for the Lander Wells Level III project. Amendment #1 includes the services of a structural engineer for the foundation and masonry building design, bidding support, and construction administration duties for the well house structure. The proposed fee for the scope of work is \$20,000 and the proposal and scope of work for these services are attached.

If the City of Lander agrees to the fees associated with Amendment #1, please sign and date below:

Owner: _____	Engineer: <u>WWC Engineering</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Murray Schroeder</u>
Title: _____	Title: <u>Laramie Branch Manager</u>
Date Signed: _____	Date Signed: _____

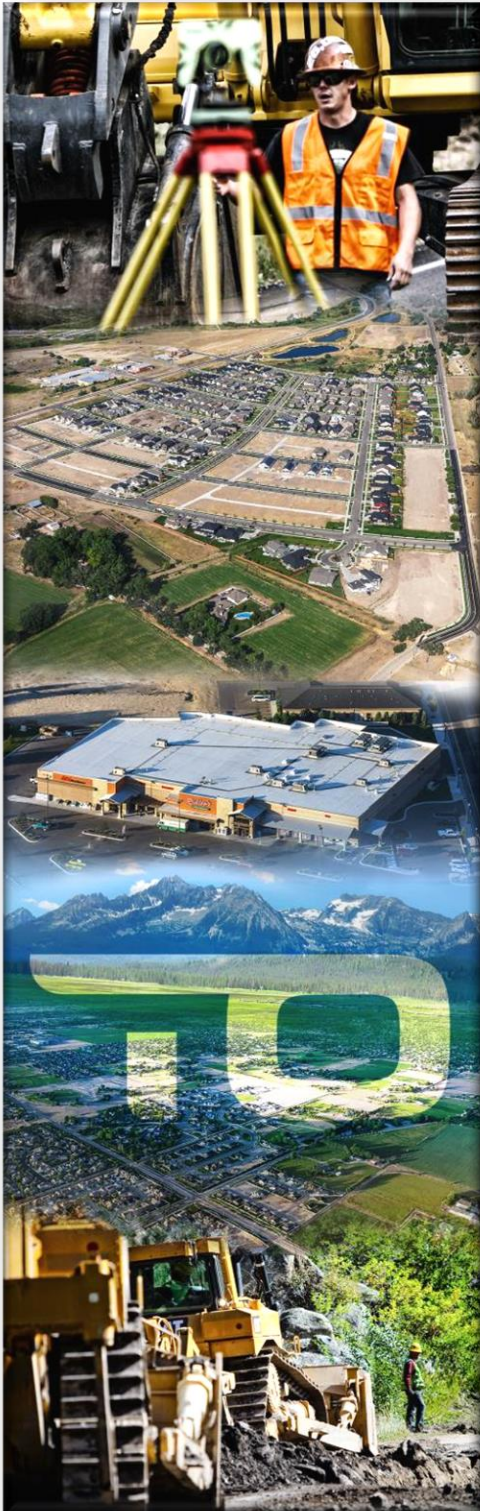
Sincerely,

A handwritten signature in black ink, appearing to read 'Murray Schroeder', with a stylized, flowing script.

Murray Schroeder, P.E.
Laramie Branch Manager

Attachment: Proposal and Scope of Work for Structural Services

K:\Laramie\Lander\2022320 Lander Wells Level III\01Admin\Agreement\Original Agreement Amendment_structural.docx



Lander Well House

PROPOSAL AND SCOPE OF WORK FOR WWC ENGINEERING

Presented To: WWC Engineering
Attn: Cody Skinner
Laramie, WY

Presented By: Ryan Kobbe, PE



CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

502 33rd Street
CODY, WYOMING 82414
(307) 587-3411

December 21, 2022

Mr. Skinner,

Per our recent conversation, this proposal is for structural sub consulting services associated with the City of Lander backup water supply well house that WWC has included as part of the Lander Wells Level III project. It is my understanding that you are currently investigating two options for the building: 1) precast/prestressed concrete wall panels that are welded together and 2) a split faced block building.

The proposed well house is assumed to be nominally 21x36' in plan and will be supported by a shallow foundation consisting of a conventional strip footing and stem wall which will extend to frost depth. Preliminary design drawings indicate that the structure will include a partition wall that divides the space into two areas: feed/storage room and control room. The floor in the feed and storage room appears to be sunken by ~2' relative to the control room. Finished floors are assumed to consist of exposed concrete slabs-on-grade and the roof structure is likely to consist of pre-engineered steel bar joists, wood trusses, or equivalent.

This scope-of-work and associated fee is for structural engineering design services required to prepare plans and specifications for the foundation supporting the aforementioned building (Task 1), structural masonry and miscellaneous building architectural design (Task 2), bidding support (Task 3), and construction administration (Task 4).

TASK 1 – STRUCTURAL FOUNDATION DESIGN

Structural foundation design, drafting, and specification will include all cast-in-place concrete elements required to support the precast concrete or masonry well house superstructure. Plans and specifications will be stamped by an appropriately licensed professional engineer in the State of Wyoming and will conform to applicable state and local building codes as well as the American Concrete Institute (ACI) "Building Code Requirements for Structural Concrete (ACI 318)".

CLIENT PROVIDED MATERIALS

The client shall provide the following data for structural design:

- Relevant geotechnical report and recommendations
- Precast wall drawings and reactions (unless Task 2 is added)
- Wall penetration location and block out requirements

STRUCTURAL DESIGN TASKS

- Establish design criteria
- Compute loads to be resisted by structural elements
- Perform structural design of associated structural elements
- Provide general layout including elevations, dimensions, and details required for cast-in-place concrete fabrication and construction
- Provide details for construction of foundations including concrete thickness, reinforcing, and miscellaneous details for dowels, inset steel fabrications, pipe penetrations, etc., as required
- Provide required specifications in the form of general notes (anticipated to match Wyoming Public Works Standard Specifications)

DELIVERABLES:

- Stamped structural construction plan set

- Stamped structural engineering calculations

Task 1 – Structural Foundation Design: \$5,000

TASK 2 – STRUCTURAL MASONRY AND MISCELLANEOUS BUILDING ARCHITECTURAL DESIGN

T-O Engineers will provide full structural engineering services for the masonry building referenced above. It is assumed that the general configuration, appearance, and detailing will be consistent with the draft plans provided by WWC as part of their 65% design documents. Design services will include both gravity and lateral load design to include masonry wall design and detailing (e.g., control joints, floor/roof connection details, openings, penetrations, etc.) in addition to layout and specification of pre-engineered joists or trusses. Plans and specifications will conform to applicable state and local building codes as well as The Masonry Society (TMS) “Building Code Requirements and Specifications for Masonry Structures (TMS 402/602)”.

Miscellaneous architectural services which are required to facilitate permitting and construction will be coordinated with the WWC’s project manager on behalf of the owner. Architectural services including specification and detailing associated with split faced block, roofing, insulation, egress, wall/roof sections, material finish, etc. will be provided with the structural plan set. Deliverables will be in addition to the those described in Task 1 above.

CLIENT PROVIDED MATERIALS

The client shall provide the following data for structural and miscellaneous architectural design:

- Finish, material, and performance preference or specifications for architectural items (e.g., windows, doors, wall/ceiling finishes, etc.)

STRUCTURAL DESIGN TASKS

- Same as Task 1
- Add: Miscellaneous architectural detailing as required for permitting and construction

DELIVERABLES

- Stamped Structural Construction Plan Set – Included with Task 1 plan set
- Stamped Structural Engineering Calculations – Included with Task 1 calculations package

Task 2 – Structural Masonry and Miscellaneous Building Architectural Design: \$5,000

TASK 3 – BIDDING SUPPORT

T-O will assist in the bidding process in support of WWC who will lead the efforts. Bidding support tasks include attendance of a scope review meeting (virtual participation only), providing clarification on structures related items in pre-bid RFIs needed to complete the contractors bid, and review of submitted bids from contractors.

Task 3 – Bidding Support: \$1,500

TASK 4 – CONSTRUCTION ADMINISTRATION

Construction administration activities will include structural submittal review and a minimum of three site inspection trips. In addition to reviewing contractor structural submittals, T-O will provide a periodic on-site presence in support of critical construction activities. Each inspection trip includes all travel and lodging and up to 10-hours on-site. Site visits are anticipated to be scheduled such that they will allow critical structural

work products to be inspected. Structural items to be inspected are anticipated to include: 1) foundation reinforcement/formwork, 2) structural masonry reinforcement and connections, and 3) the completed structure. The three inspection trips included in this proposal will be coordinated and scheduled with the contractor and the engineer of record prior to commencement of construction activities.

Task 4 – Construction Administration: \$8,500

OPTIONAL ADDERS

Additional trips may be scheduled at the request of the Client. All travel and lodging expenses are included. T-O proposes an additional service fee of \$2,500 per site visit as described in this deliverable for one full day on-site including all expenses. Additional days per site visit at \$1,000 per day.

PROPOSED FEE

T-O Engineers proposes a lump sum fee of \$20,000 for the proposed structural foundation design, masonry building design, bidding support, and construction administration as described above in Tasks 1-4.

EXCLUSIONS

The following work is NOT INCLUDED in this scope of work.

- Architectural or structural design services beyond those described above
- Design of special foundation considerations and/or unforeseen site conditions such as deep foundations, piling, soils stabilization, and rock outcroppings
- Client inspired changes or unforeseen changes arising due to regulatory decisions
- Legal services
- Specifications other than those noted above
- Bidding instructions and contract documents
- Engineering reports required to facilitate regulatory approval
- Geotechnical investigations
- Record of survey and legal description for the site
- Agency submittal fees or review fees
- Permit fees
- Design and/or coordination of utility connections
- Construction observation of improvements
- Preparation of record drawings
- Changes made necessary from unforeseen or unforeseeable site conditions
- Any services, product or professional responsibility not specifically described above

INSURANCE COVERAGE

Our insurance coverage includes professional liability coverage of \$5,000,000.

PROPOSED SCHEDULE

T-O intends to deliver a stamped review set within 6 weeks commencing upon receipt of PO. The detailed engineering tasks schedule will be determined upon receipt of owner notice to proceed. The extended timeline of the project is anticipated to be:

- Design completed and approved through DEQ spring 2023
- Lander to request additional funding through WWDC in fall 2023
- Approval for additional funds would happen early 2024
- Depending on when funding approved, bid spring 2024 or Dec 2024/Jan2025
- Construction 2024 but possibly 2025

T-O Engineers, Inc. will make required changes as requested by the approving agencies. Review comments will be reviewed by T-O Engineers, Inc. and discussed with the Client if deemed substantial. Additional changes from the approving agencies above and beyond those of their initial review will be deemed as additional work.

Client understands that T-O Engineers, Inc. is being retained as a consultant for this project and that all invoices are due and payable based solely on this agreement, regardless of Client's contractual relationships and obligations with others. It is recognized that most consultants operate under a "pay when paid" policy, and while expedient payment is the expectation of this agreement, reasonable invoicing schedules and payment turnaround are anticipated.

Revisions to design caused by owner inspired changes will be billed on a time and materials basis.

I look forward to working with WWC on this project. We will consider receipt of a PO as notice to proceed for this project. Should you have any questions please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ryan Kobbe".

Ryan Kobbe, P.E.
Project Manager
(307) 343-0155
rkobbe@to-engineers.com

**CONTRACT BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION
AND
HUNT FIELD**

1. **Parties.** The parties to this Contract are Wyoming Department of Transportation (Agency), whose address is 5300 Bishop Blvd., Cheyenne, WY 82009, and Hunt Field, acting by and through the City of Lander (Sponsor), whose address is 240 Lincoln Street, Lander, WY 82520.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Sponsor and Agency shall participate in the 2023 Airport Crack Seal Project. The location of work is the Hunt Field. The pavements to be included in the work are more particularly set forth on Exhibit "A", Operations Layout, which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through September 30, 2023 or two hundred seventy (270) calendar days after Effective Date, whichever comes last. All services shall be completed during this term.
4. **Payment.**
 - A. The Sponsor agrees to reimburse the Agency twenty percent (20%) of the actual construction costs incurred, if the actual construction costs are within twenty percent (20%) of the Estimated Costs. Estimated Costs are set forth in Exhibit "B", which is attached to and incorporated into this Contract by this reference. Sponsor shall submit payment to Agency within forty-five (45) days after receipt of invoice.

If the actual construction costs exceed the Estimated Costs by more than twenty percent (20%), both parties must agree to the new costs before the project can continue. If the parties do not agree to the new costs, the Sponsor shall reimburse the Agency twenty percent (20%) of the costs incurred up to twenty (20%) over the Estimated Costs set forth in Exhibit "B" and all work on the project shall cease.
5. **Responsibilities of Sponsor.**
 - A. The Sponsor shall designate a qualified project representative, at no cost to the Agency, capable of and authorized to make timely decisions concerning the construction of the project.
 - B. The Sponsor shall be responsible for the safety on the airport. Once notified of the construction schedule, the airport representative shall ensure that the snow is promptly removed from pavement, all vegetation is removed from the pavement cracks and proper Notice to Airman (NOTAM) is issued prior to work proceeding.
 - C. The Sponsor shall reimburse the Agency in accordance with Section 4 above.

6. **Responsibilities of Agency.**

- A. The Agency or its consultant shall perform preliminary engineering and develop design plans in accordance with the design criteria provided by Agency, which will be included in the final design plans.
- B. The Agency shall perform the letting of the project. The Sponsor shall be given the opportunity to approve final design plans and estimates for the project prior to the bid opening by the Agency.
- C. Construction engineering shall be performed by and under the immediate direction, control and supervision of the Agency or its consultant in accordance with the plans and specifications.

7. **General Provisions.**

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

action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by the Agency for its release. If and when Sponsor receives a request for information subject to this Contract, Sponsor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of seven (7) pages; Exhibit "A", Operations Layout, consisting of one (1) page; and Exhibit "B", Estimated Cost, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Sponsor's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sponsor shall be free from control or direction over the details of the performance of services under this Contract. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Sponsor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Contract.
- O. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract. Upon termination of services, for any reason, Sponsor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such

transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Sponsor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Sponsor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Insurance Requirements.** Sponsor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Sponsor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- U. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- X. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Sponsor fails to perform in accordance with the terms of this Contract.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

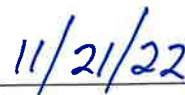
The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

WYOMING DEPARTMENT OF TRANSPORTATION



Brian Olsen, Aeronautics Administrator



Date

SPONSOR:

HUNT FIELD

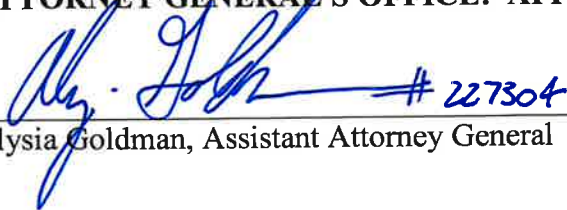
Sponsor's Representative Printed Name

Sponsor's Representative Title

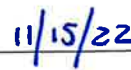
Sponsor's Representative Signature

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Alysia Goldman, Assistant Attorney General



Date

Project No.: AGMP35B
Sheet 5 of 11 Sheets



AIRPORT CONTACT INFORMATION

Christopher Johnson, Airport Manager - 307-330-3408

LOCATION OF AIRPORT

South edge of Lander via Buena Vista Drive

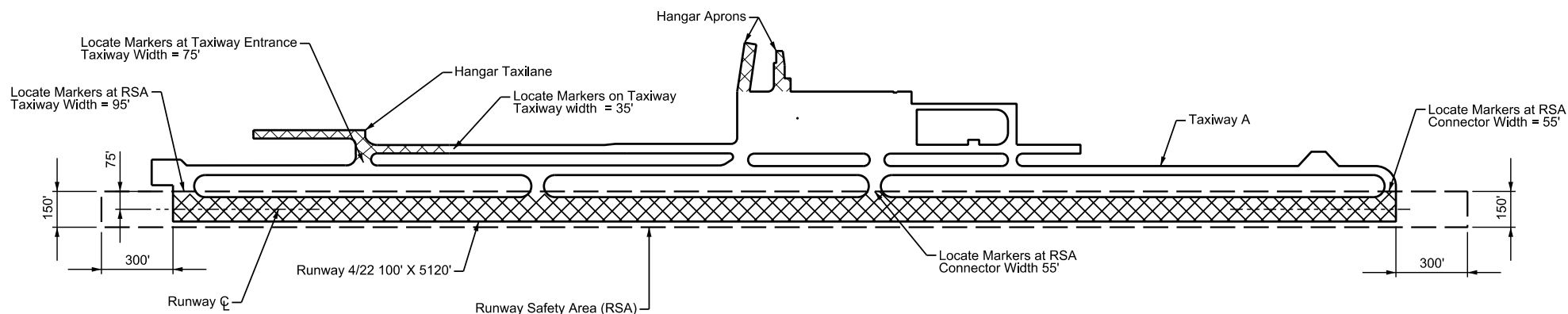
CONSTRUCTION AREAS FOR PHASING

1. Runway 4/22
2. Hangar Taxilane
3. Hangar Aprons

All areas should be phased in segments to minimize disruption to air traffic. Markers are required.

Areas may be sequenced in any order.
Obtain approval for grouping changes from the engineer.

Communication Frequency: 122.8 MHz



AIRPORT LAYOUT PLAN

- Area of Work

Hunt Field
Lander, WY - Fremont Co.

WYOMING DEPARTMENT OF TRANSPORTATION
Aeronautics Division
OPERATIONS LAYOUT
Statewide Airport Crack Sealing Various Locations

ESTIMATED COST FOR STATEWIDE AIRPORT CRACK SEALING BY AIRPORT

AGMP35B - 2023

		Lander (Fremont)		
	UNIT	quantity	unit price	amount
Crack Surfacing (Plant Mix)	CF	5	\$450.00	\$2,250.00
Spall Repair	SF	0		\$0.00
Sealing Cracks (Conc Pvmt)	FT	450	\$4.00	\$1,800.00
Sealing Joints (Conc Pvmt)	FT	350	\$2.00	\$700.00
Sealing Joints (Compression Seal - Conc Pvmt)	FT	0		\$0.00
Crack Seal (Plant Mix)	FT	43,200	\$1.05	\$45,360.00
Hot Pour Pay Adjustment			\$0.05	\$2,200.00
PAVEMENT MAINTENANCE TOTAL				\$52,310.00
Percent of Project				7.44%
Force Account	LS			
Mobilization (based on % project)	\$\$			\$5,580.40
+10% (work + mob) Buffer				\$5,789.04
GRAND TOTAL				\$63,679.44
GRAND TOTAL AIRPORT 20%				\$12,735.89
GRAND TOTAL WYDOT 80%				\$50,943.56

Hein | Bond ARCHITECTS

CHANGE ORDER

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

CHANGE ORDER NO. 06

DATE: January 22, 2023

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

CONTRACT DATE: January 5, 2022

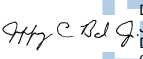
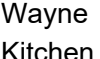

THE CONTRACT IS CHANGED AS FOLLOWS:

PR 15 – Revised kitchen hood and venting: Add \$4,609
PR 19 – lighting changes: Add \$2,901
PR 20 – delete paint on warehouse ceiling: deduct \$4,990
COP 33 – revised cabinet pulls: add \$675

The Original Contract Sum was	\$6,038,592.00
Net change by previously authorized Change Orders	\$115,423.00
The Contract Sum prior to this Change Order was	\$6,154,015.00
The Contract Sum will be increased by this Change Order in the amount of	\$3,195.00
The new Contract Sum including this Change Order	\$6,157,210.00
The Contract Time will be increased by	0 days
The Date of Substantial Completion as of the date of this Change Order is	February 18, 2023

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

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

 Digitally signed by Jeff Bond Date: 2023.01.24 09:27:29-07'00' _____ Hein Bond Architects	 Digitally signed by: Wayne Kitchen DN: CN = Wayne Kitchen email = w.kitchen@groathouse.com C = US O = Groathouse Construction Date: 2023.01.24 09:29:39 -07'00' _____ Groathouse Construction Inc.	 Digitally signed by Cade Maestas Date: 2023.01.24 10:57:16 -07'00' _____ Maven	_____ City of Lander
_____ Jeff Bond BY	_____ Wayne Kitchen BY	_____ Cade Maestas BY	_____ Monte Richardson BY
_____ Date	_____ Date	_____ Date	_____ Date

end of document



CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 16-Dec-22

Change Order Proposal NO: 15

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 15 - Change Hood Range

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
C395	BP18A	Pricing per attached breakdown from City Plumbing	1	ls				2,867		2,867	
RO71	BP8D	Pricing per attached breakdown from Redd Roofing	1	ls				1,071		1,071	
GC	BP00	Project Administration	2	hr	100				200	200	
SUBTOTALS:								3,938	200	4,138	

NOTES: This COP is the result of changes illustrated in PR 15 Change in Range Hood.

ADD SUBTOTAL	\$	4,138
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	4,138
INSURANCE/BOND (1.375%)	\$	57
OH/PROFIT (10%)	\$	414
TOTAL COST	\$	4,609

ACCEPTED:

Wayne Kitchen

Digitally signed by: Wayne Kitchen
DN: CN = Wayne Kitchen email =
wkitchen@grothouse.com C = US O =
Grothouse Construction
Date: 2023.01.24 09:30:06 -07'00'

Grothouse Construction, Inc.:

DATE: _____

Architect/Engineer:

Jeff C. Bell

Digitally signed by Jeff
Bond
Date: 2023.01.24
09:26:44-07'00'

DATE: _____

Cade
Maestas

Owner:

Digitally signed by
Cade Maestas
Date: 2023.01.24
10:57:31 -07'00'

DATE: _____

Date: December 14, 2022**Project:** Maven Outdoor Equipment HQ**To:** Jeff Bond, Hein-Bond**Project #:** BC20035**From:** Zane Perez, WPE**Project Location:** Lander, WY**RFP #:** 15

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

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

SHEET M304 - SECOND FLOOR HVAC PLAN - SOUTH

1. Note M383 should read: "CONTRACTOR TO INSTALL OWNER PROVIDED HOOD (ZLINE KB-36 WALL-MOUNT HOOD, BRUSHED STAINLESS-STEEL FINISH) WITH EXHAUST DUCTWORK UP THROUGH ROOF. TERMINATE WITH ROOF CAP. PROVIDE WITH CHIMNEY EXTENSIONS, AS NEEDED TO MAINTAIN CONSISTENCY OF CONSTRUCTION BELOW ROOF. COORDINATE INCLUSION OF DUCT COVER WITH OWNER/ARCHITECT. COORDINATE INSTALLATION OF RANGE HOOD WITH OTHER TRADES."

Please call 307-776-9976 if you have any additional questions or comments regarding these items.

END OF DOCUMENT – ZP



PRICING ORDER WORK SHEET

Pricing Order # 4

PROJECT NAME:	Maven HQ	PROJECT#	22-37-63
SUBCONTRACTOR:	Sheet Metal Specialties, Inc.	DATE:	12/6/2022
CHANGE DESCR.:			

Price to install owner provided kitchen hood and duct shroud. Also includes galvanized duct through the roof for venting. Note: the owner provided hood does not appear to work with the ansul system. The ansul system and original hood is already purchased and cannot be returned. Labor for the ansul system has been credited back and the ansul system and hood can be turned over to the owner. Excludes any ansul work. Also excludes roof cutting/patching for venting, electrical, and install of range.

LABOR

CRAFT	DESCRIPTION OF WORK	ESTIMATED TOTAL HOURS	RATES PER HOUR	TOTAL LABOR COST
			DOLLARS	
FIELD LABOR	Installation	20	\$95.00	\$1,900.00
SHOP LABOR	Manufacture	4	\$85.00	\$340.00
FIELD LABOR (Credit)	Ansul System	-3	\$95.00	(\$285.00)
FIELD LABOR (Credit)	Installation original hood	-2	\$95.00	(\$190.00)
FIELD LABOR	Supervision	1	\$95.00	\$95.00
SUBTOTAL:				\$1,860.00

MATERIALS

MATERIAL DESCRIPTION	U/M	ESTIMATED UNITS NEEDED	UNIT PRICES	ESTIMATED TOTAL COST
Hood provided by others	EA	1	\$0.00	\$0.00
Duct Cover provided by others	EA	1	\$0.00	\$0.00
6" or 8" Galvanized Vent and Gooseneck	EA	1	\$215.00	\$215.00
Roof Curb for Vent	EA	1	\$100.00	\$100.00
Misc. Consumables	EA	1	\$75.00	\$75.00
			TAX 5.5%	\$21.45
SUBTOTAL:				\$411.45

EQUIPMENT

EQUIPMENT DESCRIPTION	U/M HR/DAY/WK/MO	UNITS NEEDED	UNIT PRICE	ESTIMATED TOTAL
Hotel	DAY	2	\$105.00	\$210.00
			TAX 5.5%	\$11.55
SUBTOTAL:				\$221.55

SUBTOTALS:	TOTAL LABOR:	\$1,860.00
	TOTAL MATERIAL:	\$411.45
	TOTAL EQUIPMENT:	\$221.55
SUBTOTAL:	TOTAL ACTUAL COST:	\$2,493.00
MARKUP: @	15%	\$373.95
	TOTAL CHANGE ORDER:	\$2,867

REDD ROOFING COMPANY, WYOMING



1431 Road 22
POWELL, WYOMING 82435
307-754-3187

November 29, 2022

Wayne Kitchen
Groathouse Construction

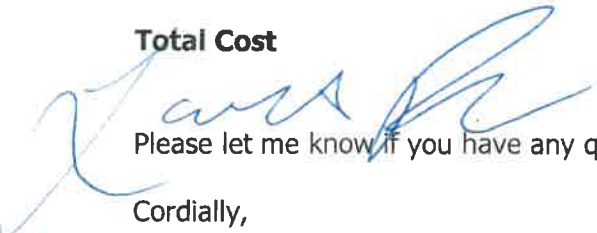
RE: Maven Headquarters

Wayne,

We propose to furnish all labor, material and equipment to flash (1) 8" roof penetration as follows:

1. (9) Man hours - includes (7) hours drive time at 85.00 per man hour	\$ 765.00
2. Truck expense - 320 miles at .80 per mile	\$ 256.00
3. Materials	<u>\$ 50.00</u>

Total Cost \$1,071.00

Please let me know if you have any questions.

Cordially,

Lance Redd

wkitchen@groathouse.com

From: Travus Clair <tclair@modern-electric.com>
Sent: Monday, November 7, 2022 10:07 AM
To: Andrew David
Cc: wkitchen@groathouse.com
Subject: FW: New PRs - No.19: PR 15 Kitchen Hood

No cost changes PR#15

Andrew – get with Sheet Metal to ensure that our rough in location is OK. I don't have a drawing for it but they are going from a 30" under cab to a 36" hood in this area

Travus A. Clair
Business Development, PM
Modern Electric Co.
(307)-262-5897
Tclair@modern-electric.com

From: Wayne Kitchen (Groathouse Construction, Inc. (Cody))
<groathouse_construction_inc_notifications@procoretech.com>
Sent: Friday, November 4, 2022 3:25 PM
To: Travus Clair <tclair@modern-electric.com>
Subject: New PRs - No.19: PR 15 Kitchen Hood

**Maven Outdoor Equipment
Company Headquarters**



More details: [View online](#)  [View PDF](#)

From: Wayne Kitchen (Groathouse Construction, Inc. (Cody))

Date: Friday, November 4, 2022 at 03:25 pm MDT

Sent To: Travus Clair (Modern Electric)
Cory Clouser (City Plumbing)
Parker Larsen (Sheet Metal Specialties)
Kirk Rhian (Rapid Fire Protection, Inc. (Cheyenne))

CC: Wayne Kitchen (Groathouse Construction, Inc. (Cody))

Attachments: [Proposal Request 15 - kitchen hood WPE 2022-11-03.pdf](#)



CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 10-Nov-22

Change Order Proposal NO: 19

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 19 - Re-Arange Light Fixtures

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
M55	BP19A	Pricing per attached breakdown from Modern Electric	1	ls				2,405		2,405	
GC	BP00	Project Administration	2	hr	100				200	200	
SUBTOTALS:								2,405	200	2,605	

NOTES: This COP is the result of changes illustrated in PR 19 Re-Aranged Light Fixtures.

ADD SUBTOTAL	\$	2,605
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	2,605
INSURANCE/BOND (1.375%)	\$	36
OH/PROFIT (10%)	\$	261
TOTAL COST	\$	2,901

ACCEPTED:

Wayne Kitchen

Digitally signed by: Wayne Kitchen
DN: CN = Wayne Kitchen email =
wkitchen@groathouse.com C = US O =
Groathouse Construction
Date: 2023.01.24 09:30:22 -0700'

Groathouse Construction, Inc.:

DATE: _____

Architect/Engineer :

Jeff C. Bond

Digitally signed by Jeff Bond
Date: 2023.01.24
09:26:54-0700'

DATE: _____

Cade

Maestas

Owner:

Digitally signed by Cade
Maestas

Date: 2023.01.24
10:57:53 -07'00'

DATE: _____



Proposed Change Order PR-19

Casper

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

Client Address:

Groathouse Const.

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

Contract Name: Maven

Contract #: 03/23/2022

Project Name: Maven VE

Project #: 12-22-21 #3

Client PCO #:

Work Description

PR-19 Pricing as follows:

- Please note – Any spare fixtures will be returned to the owner.
- Fixture quote is attached.

*Pricing expires 12/4/2022

Proposed Change Order

Casper
246 W 1st Street
Casper, Wyoming 82601

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

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

Itemized Description			
Description	Qty	Total Mat. \$	Total Hours
L1 - Light Fixture	4.000	1,647.68	0.000
Freight	1.000	256.41	0.000
return spare fixtures to owner stock	1.000	0.00	1.000
Totals	6.000	1,904.09	1.000

Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601

Client Address:

Groathouse Const.

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

Contract Name: Maven

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #:

Summary

				%	Total
Extension Materials					
Database Material					1,904.09
Total Extension Material Cost					1,904.09
Material Tax				5.50	104.72
Material Overhead				10.00	200.88
Material Markup				5.00	110.48
Total Extension Material					2,320.18
Labor					
	Hours	Rate	Sub Total	%	Total
Field Labor					
Journeyman	1.000	72.00	72.00		
Warranty	0.030	72.00	2.16		
Project Manager	0.080	75.00	6.00		
Safety	0.035	72.00	2.52		
Cleanup	0.040	72.00	2.88		
Total Field Labor					85.56
Total Labor Cost					85.56
Total Labor					85.56
Sub Total 1					2,405.74
Sub Total 2					2,405.73
Final Adj				-0.030	-0.73
Total Adjustments					-0.73
Total					2,405.00

Contractor Certification

Name: _____

Date: _____

Signature: _____

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

Proposed Change Order

Casper

246 W 1st Street
Casper, Wyoming 82601

Client Address:

Groathouse Const.

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

Contract Name: Maven

Contract #: 03/23/2022

Project Name: 12-22-21 #3

Project #: Maven VE

Client PCO #:

Client Acceptance

PCO #: 10

Final Amount: \$ 2,405.00

Name:

Date:

Signature:

Change Order #:

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

Expiration Date: 12/04/22

Quotation

TO:

MODERN-CAS MODERN ELECTRIC
KRISTIN WILSON
PO BOX 2107
CASPER, WY 82602-2107

Project Info:

Project: MAVEN / RFI 44
Job #: 258936
Bid Date: 11/04/22
Bid Time: 02:00 PM CDT
Quoter: BRAD A SCOTT

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
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Crescent Electric and its Subsidiaries are not liable for failure to perform, or for delay in performance, resulting from fire or other casualty loss, war, riot, act of terrorism or revolutions, pandemic, labor difficulties, embargo, transportation problems, accidents, breakdown of machinery, interruptions or delays in the usual source of supply, governmental action or regulation, or any other cause, contingency or circumstance, within or without the United States, not subject to Crescent's control which shall make the fulfillment of the agreement impracticable; any of which shall, without liability, excuse Crescent from the performance of the agreement under Force Majeure. Prices are subject to change. Crescent does not guarantee the length of term that a manufacturer will hold pricing. All shipments are FOB shipping point, with a full reservation of all bond and lien rights. Buyer has sole responsibility for filing claims with the manufacturer or carrier.

L1	6	FINELITE	HP2-P-D-4'-V-840-DSO-96LG-120-SC-FC-1%-FA100-C4-FE-FB BLACK FINISH	Unit	411.917/EA	2,471.50
	1		FREIGHT	Unit	256.410/EA	256.41
D VE SQUARE	9	CON TECH	SQL63-40K-MVD-C-X-MCLR-(FINISH) 6" SQ 2310 DELIVERED LUMENS - 20WATT WET LOCATION RATED , DIMMABLE . MOUNT TO A WET LOCATION J-BOX IN OPEN CEILING THIS FIXTURE WOULD BE FREIGHT ALLOWED	Unit	589.378/EA	5,304.40

From:

CRESCENT CASPER, WY
MAIN 307-235-5060
535 N BEVERLY ST
CASPER, WY 82609-1768
Printed By: BRAD A SCOTT

Notes



Project: MAVEN / RFI 44

Expiration**12/04/22****Quotation**

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
D VE ROUND	9	CON TECH	CTL9059-CM-F-4C-D-(FINISH) SUITABLE FOR DAMP LOCATION 4" ROUND CYLINDER 2740 DELIVERED LUMENS 29W FORWARD PHASE DIMMING	Unit	224.093/EA	2,016.84
	1		FREIGHT	Unit	153.846/EA	153.85

CRESCENT ELECTRIC SUPPLY COMPANY AND SUBSIDIARIES TERMS AND CONDITIONS OF QUOTATION

1) Buyer understands and agrees that all quotations and accepted orders by Crescent Electric Supply Company and Subsidiaries (Seller) are expressly conditioned upon these terms and conditions (Terms and Conditions of Quotation). Furthermore, your acceptance of this quotation indicates that you have also read, and agree, to the Crescent Electric Supply Company and Subsidiaries Terms and Conditions of Sale (Terms and Conditions of Sale) which are deemed automatically incorporated into any and all purchase orders.

2) Prices are firm for 10 days unless otherwise noted. As to all other terms, until signed and returned, the quotation is merely a quotation of sales prices. The quotation and tender will be deemed accepted only if signed and returned within ten days after receipt; otherwise, it shall have no effect.

3) Seller is not required to accept Buyer's orders. Any purchase order pursuant to Seller's quotation shall not result in a contract until it is accepted by Seller and acknowledged by it or its authorized representative.

4) This quotation is contingent upon Buyer meeting the financial qualifications established by Seller. Buyer shall supply Seller with such credit information as Seller may reasonably request in order to qualify Buyer for the rights under any Purchase Order Agreement.

5) If the manufacturer requires a deposit or full payment to be made to them at the time of order placement or release, those same requirements will be passed on to the Buyer, which Buyer accepts.

6) The quotation does not include accessory equipment, stems, mounting bars, mounting hardware, spares or plaster frames or any fitting-up charges which cover the manufacture or operating cost of the necessary tools and fixtures required to fill the order unless such items are listed or published as standard components in the manufacturer's specifications.

7) The quotation is made for the listed types and quantities only and all descriptions, items, totals and quantities are listed for your convenience only. Seller is not bound by any specifications, drawings, notes, instructions, engineering notices, technical data or any other document referred to in a Purchase Order by Buyer, and shall not be deemed to be incorporated by reference in any document or order by Buyer, unless a full copy is provided to Seller and such terms are approved and accepted in writing by Seller. Take-offs are not guaranteed. All items, including equals, are subject to approval by the Specifier.

8) Special orders may not be subject to return for credit. Return privileges, if available, on special order material will involve restocking charges.

9) Prices do not include taxes for sales, use, property, excise, freight or other tax charges, which are Buyer's



Project: MAVEN / RFI 44

Expiration**12/04/22****Quotation**

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
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responsibility.

10) If the quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that these terms and conditions, including the Terms and Conditions of Sale, shall prevail if they conflict in any way with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to this condition.

11) BUYER AGREES TO AND ACKNOWLEDGES RECEIPT OF THESE TERMS CONDITIONS WHETHER IN HAND DELIVERED OR THROUGH VIEWING ONLINE AT www.cesco.com, where copies of the Terms and Conditions of Quotation, Terms and Conditions of Sale and Application for Open Account Privilege are available. Buyer may also request additional copies by contacting the Corporate Finance Manager of Seller directly at (815) 747-3145.

Revision: Approved February 7, 2014

From:

CRESCENT CASPER, WY
MAIN 307-235-5060
535 N BEVERLY ST
CASPER, WY 82609-1768
Printed By: BRAD A SCOTT

Total**10,203.00****Notes**

Date: November 4, 2022**Project:** Maven Outdoor Equipment HQ**To:** Jeff Bond**Project #:** BC20035**From:** Daren Beckloff, P.E.**Project Location:** Lander, WY**RFP #:**19

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

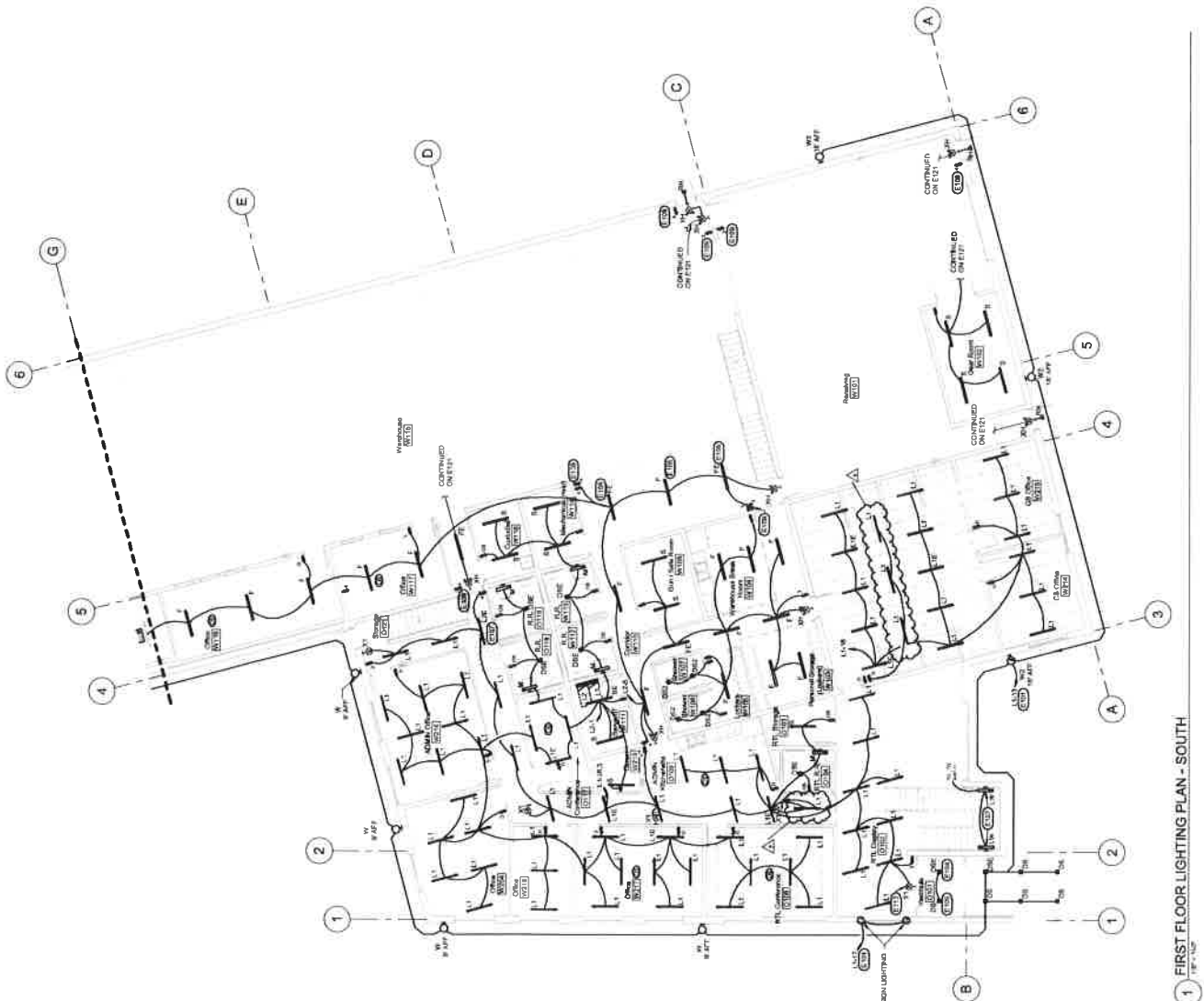
THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

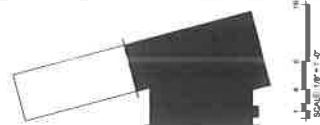
Please have the **Electrical Contractor** provide an itemized breakdown of costs for the following proposed changes on the above-referenced project:

1. Replace (6) type DS light fixtures with (4) type L1 light fixtures on first floor as shown on E111.
2. Replace (2) type S light fixtures with (4) type DS light fixtures in storage W211 as shown on E121.

Please call 307-776-9976 if you have any additional questions or comments regarding these items.

END OF DOCUMENT – DWB



[illegible]

SECOND FLOOR LIGHTING PLAN - SOUTH



CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 29-Nov-22

Change Order Proposal NO: 20

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Proposal Request 20 - Delete Paint at Warehouse Ceiling

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
G132	BP 12	Pricing per attached breakdown from 5th Generation Coatings	1	ls				(4,680)			(4,680)
GC	BP00	Project Administration	2	hr	100				200	200	
SUBTOTALS:								(4,680)	200	200	(4,680)

NOTES: This COP is the result of changes illustrated in PR 20 to Delete Paint on Joist and Deck in Warehouse and Receiving.

ADD SUBTOTAL	\$	200
DEDUCT SUBTOTAL	\$	(4,680)
SUBTOTAL	\$	(4,480)
INSURANCE/BOND (1.375%)	\$	(62)
OH/PROFIT (10%)	\$	(448)
TOTAL COST	\$	(4,990)

ACCEPTED:

Wayne Kitchen

Digitally signed by: Wayne Kitchen
DN: CN = Wayne Kitchen email =
wkitchen@groathouse.com C = US O =
Groathouse Construction
Date: 2023.01.24 09:30:43 -07'00'

Groathouse Construction, Inc.

DATE: _____

Architect/Engineer:

Jeff C. Bell

Digitally signed by Jeff
Bond
Date: 2023.01.24
09:27:09-07'00'

DATE: _____

Cade
Maestas

Owner:

Digitally signed by Cade
Maestas
Date: 2023.01.24
10:58:26 -07'00'

DATE: _____

RE:

Mike Peters <mike@5thgenerationcoatings.com>

Wed 11/30/2022 5:40 AM

To: wkitchen groathouse.com <wkitchen-groathouse.com@NETORG12065731.onmicrosoft.com>

Wayne,

With that measurement, there is 11,500 square feet. That would be approximately 100 gallons at my price would be \$1,400.00. Two guys a week, 80 man hours would be approximately \$2,280.00 labor and I will add another \$1,000.00. Total deduct to remove the dry fall system in the warehouse house would be \$4680.00.

From: wkitchen groathouse.com <wkitchen-groathouse.com@NETORG12065731.onmicrosoft.com>

Sent: Monday, November 28, 2022 7:15 AM

To: Mike Peters <mike@5thgenerationcoatings.com>

Subject: Re:

Hi Mike,

The area is basically 230' by 50'.

Thanks,

Wayne

From: Mike Peters <mike@5thgenerationcoatings.com>

Sent: Saturday, November 26, 2022 8:15 AM

To: wkitchen@groathouse.com <wkitchen@groathouse.com>

Subject:

Wayne,

I do not have a downloaded print in my computer so I cannot measure with my estimating program. Can you get me the square footage of the warehouse area so I can get you a deduct on the dryfall removal of that area? I will be down on Monday and I also have JJ coming on board Monday as well. He will be running that job and it will make a crew of 3 which will move the progress along a lot faster. Dave from Sherwin will be meeting me there on Tuesday to address bthe paint issue as well. Thank you.



Proposal Request

PROJECT: Maven Headquarters

CONTRACTOR: Groathouse Construction

DATE: 11/16/2022

CONTRACT DATE: 01/05/22

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

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

DESCRIPTION: ASI #2 (7/29/2022) provided a paint schedule calling for paint on the roof joists and roof deck in the receiving area (W101), warehouse(W115), Mechanical Room (W201), and Storage (W202).

Maven would like to delete the paint finish on those items in lieu of the current primed finish.

ATTACHMENTS: Color schedule from ASI #2 with items referenced above hi-lighted.

REQUESTED BY: Maven

COLOR SCHEDULE										
Number	Name	Floor Color	Base Color	Nail Color	Door Frame (mm)	Structural Steel	Structural Deck	Structural Joists	Ceiling Color	Notes
G001	Vehicle	Polished	100 Black	SW65 SW 1000S					SW65 SW 1000S	
G002	MTL Elevator	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500			Stairs and Railings SW OPEN
G003	MTL Storage	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500			
G004	MTL R.R.	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500			
G005	MTL Conference	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G006	MTL Conference	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G007	ADMIN Kitchennette	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G008	Office	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G009	Office	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G010	Office	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G011	Office	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G012	Office	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G013	ADMIN Conference	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		Stairs and Railings SW OPEN
G014	ADMIN Office	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G015	R.R.	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		The Chicago SHOT
G016	R.R.	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		The Chicago SHOT
G017	Mail	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		Stairs and Railings SW OPEN
G018	CS Group	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G019	CS Office	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G020	CS Office	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G021	MTL R.R.	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		Clear leader on CSB
G022	MTL R.R.	Polished	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G023	Personal Storage (Lockers)	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G024	Northside Entry Room	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G025	Lockers	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G026	Shower	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G027	Shower	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G028	Corridors	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G029	MTL / Bath Room	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G030	MTL / Bath Room	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G031	MTL / Bath Room	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G032	R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		The Chicago SHOT
G033	R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		The Chicago SHOT
G034	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		Stairs and Railings SW OPEN
G035	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G036	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G037	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G038	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G039	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G040	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G041	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G042	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G043	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G044	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G045	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G046	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G047	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G048	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G049	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G050	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G051	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G052	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G053	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G054	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G055	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G056	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G057	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G058	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G059	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G060	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G061	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G062	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G063	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G064	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G065	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G066	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G067	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G068	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G069	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G070	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G071	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G072	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G073	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G074	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G075	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G076	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G077	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G078	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G079	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G080	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G081	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G082	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G083	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G084	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G085	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G086	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G087	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G088	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G089	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G090	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G091	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G092	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G093	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G094	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G095	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G096	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G097	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G098	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G099	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G100	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G101	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G102	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G103	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G104	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G105	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G106	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G107	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G108	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G109	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G110	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G111	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G112	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G113	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G114	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G115	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G116	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G117	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G118	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G119	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G120	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G121	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G122	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G123	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G124	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G125	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G126	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G127	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G128	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G129	MTL R.R.	Sealed	100 Black	SW65 SW 1000S		SA OPEN	SA 12500	SA 12500		
G130	MTL R.R.	Sealed	100 Black	SW65 SW 1000S						





CHANGE ORDER PROPOSAL BREAKDOWN OF COSTS

PROJECT: **2106 - Maven Headquarters**

Date: 05-Dec-22

Change Order Proposal NO: 33

Prepared by: Wayne Kitchen

REASON FOR CHANGE: Owner Request for Alternate Cabinet Pulls

RESP	BP	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT
C543	BP14A	Pricing per attached breakdown from Cole Cabinets	1	ls				406		406	
GC	BP00	Project Administration	2	hr	100				200	200	
SUBTOTALS:								406	200	606	

NOTES: This COP is the result of changes requested by Owner for alternate Cabinet Pulls.

ADD SUBTOTAL	\$	606
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	606
INSURANCE/BOND (1.375%)	\$	8
OH/PROFIT (10%)	\$	61
TOTAL COST	\$	675

ACCEPTED:

Wayne Kitchen

Digitally signed by: Wayne Kitchen
DN: CN = Wayne Kitchen email =
wkitchen@groathouse.com C = US O =
Groathouse Construction
Date: 2023.01.24 09:30:57 -07'00'

Groathouse Construction, Inc.:

DATE: _____

Architect/Engineer:

Jeff C. Bond

Digitally signed by Jeff Bond
Date: 2023.01.24
09:27:19-07'00'

DATE: _____

Cade
Maestas

Owner:

Digitally signed by
Cade Maestas
Date: 2023.01.24
10:58:58 -07'00'

DATE: _____

Change Order Form



Owner Information

Project Name Maven Headquarters - Grothouse
Address _____
City, State ZIP Lander WY
Phone _____
Email wkitchen@grothouse.com
Date 12/2/2022

Company Information

Project #: 610
Company Cole Cabinets, LLC
Address 350 North Beech Street
City, State ZIP Casper, WY 82601
Phone 307-234-0736
Email colecustmccabinet@gmail.com

YOUR CONTRACT IS HEREBY AMENDED TO INCLUDE THE PROVISIONS OF THE EXTRA WORK ORDERS LISTED BELOW

This change order authorized Cole Cabinets, LLC, to proceed with the described work for the amount indicated. All work shall be carried out per the terms and conditions of the contract agreement between the Owner and Cole Cabinets, LLC.

Change Order Description

Change Order #	Description	Amount
610-A	"Naples" Solid Steel Cabinet Bar Pull in Satin Nickle Finish (10 5/64" overall width) 18 Total Handles @ \$12.28/ea	\$221.04
	"Naples" Solid Steel Cabinet Bar Pull in Satin Nickle Finish (10 5/64" overall width) 60 Total Handles @ \$14.30/ea	\$858.00
	Shipping and Handling	\$103.95
SUBTOTAL		\$1,182.99
TOTAL INCLUDED IN BID		\$777.00
TOTAL INCREASE		\$405.99

Original Contract Amount	Amount of this change order	Revised Contract Amount	Previous Down Payment
\$53,724.55	\$405.99	\$54,130.54	\$24,177.00
Down Payment on Change Order	CO - Check #	CO - Amount	Final Payment
\$0.00			\$29,547.55

Jordan McCarthy

Submitted by (Company Representative)

12/2/2022

Date

Owner Acceptance

Submitted by (home owner or authorized representative)

Date