

CITY OF LANDER SPECIAL REGULAR COUNCIL MEETING AGENDA
TUESDAY APRIL 11, 2023, 6:00 p.m.
CITY COUNCIL CHAMBERS, 240 LINCOLN STREET

1. Pledge of Allegiance
2. Call to Order
3. Roll Call
4. Approval of Agenda
5. Public Hearing Ordinance 2023-2 Redistricting in accordance with W.S. §22-23-103 and Lander Code 12-1-2 and Repealing Ordinance 442 Enacted 1962
 - A. Open Hearing
 - B. Introduce and Read Ordinance
 - C. Public Comment
 - D. Close Hearing
6. Communication from the Floor

- A. **Public Comment** -Please approach the microphone and state your full name for the record.

This meeting and comments are electronically recorded. All comments will be limited to three minutes.

Mike Lilygren-LEDA comments.

7. **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-March 14, 2023
 - B. Regular Meeting Minutes – March 28, 2023
 - C. Work Session Meeting Minutes – March 28, 2023
 - D. Bills and Claims
8. Mayor and Council Updates
9. Proclamations
 - A. National Occupational Therapy Month
 - B. Child Abuse Awareness and Prevention Month
8. Staff Reports
9. Action Items
 - A. Old Business
 - i. Second Reading Ordinance 2023-1 An Ordinance Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2023.
 - B. New Business
 - i. Resolutions

- a. Resolution 1284 Exempting the Museum of the American West Property from the Open Container Provisions of City Ordinance 2-2-12.
- ii. Ordinances
 - a. First reading Ordinance 2023-2 Redistricting in accordance with W.S. § 22-23-103 and Lander Code 12-1-2 and Repealing Ordinance 442 Enacted 1963.
- iii. Authorize Mayor to sign Notice of Award to Honnen Equipment Company for procurement of Wheel Loader with Attachments for Airport Snow Removal in the amount of \$321,468.05 and Procurement Agreement for the same.
- iv. Authorize Mayor to sign Standard Form of Agreement Between Owner and Design-Builder Amendment No. 1 between Erdman Company and the City of Lander in the amount of \$160,000 for additional design services on Table Mountain Living Community.
- v. Authorize Mayor to sign a corrected Attachment D for the Mortgage with the Wyoming Business Council to correct an error in the reference to the Maven Deed of the land to the city.
- vi. Discussion concerning changes to Resolution 1249 2022-2023 Fee Schedule.
- vii. Adopt City of Lander 2023 Strategic Plan Priority List.
- viii. Select Official Voting Delegate for 2023 WAM Summer Convention Business Meeting in Cody, Thursday, June 8, 2023, and discussion concerning Resolutions for WAM Convention.

10. Executive Session – Litigation

11. Adjournment

Join Zoom Meeting

<https://us06web.zoom.us/j/81765792404?pwd=UGR4TnBiZ1NmQ0pYU0lFOXNxa25Tdz09>

Meeting ID: 817 6579 2404

Passcode: 301775

Upcoming Council Meetings:

Regular Meetings:

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

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

6:00 p.m. Tuesday May 23, 2023-Council Chambers

6:00 p.m. Tuesday June 13, 2023-Council Chambers

6:00 p.m. Tuesday June 27, 2023-Council Chambers

Work Sessions:

Immediately following Regular Council Session Tuesday April 25, 2023-Council Chambers

Immediately following Regular Council Session Tuesday May 23, 2023-Council Chambers

Immediately following Regular Council Session Tuesday June 27, 2023-Council Chambers

All meetings are subject to cancellation or change.

CITY OF LANDER REGULAR COUNCIL MEETING MINUTES
TUESDAY MARCH 14, 2023, 6:00 p.m.
CITY HALL, COUNCIL CHAMBERS, 240 LINCOLN ST
THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

Council President Cox called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

1. Roll Call

Governing Body Present: Council Members Missy White (via Zoom), Josh Hahn, Melinda Cox, John Larsen, and Dan Hahn.

Governing Body Absent: Julia Stuble, Monte Richardson

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

2. Approval of Agenda

MOTION: Council Member Larsen moved to approve the agenda as presented. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

3. Public Hearing- Ordinance 2023-1 Mill Levy

A. Open Public Hearing

B. Introduce and Read – City Clerk Fontaine introduced and read Ordinance 2023-1

An Ordinance Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2023.

C. Ask for Comments-None

D. Close Hearing

4. Communication from the Floor

A. Public Comment-

Grace Vogelsang. She addressed the council expressing her concern about her home's water lines/pipes on North First that were not installed to code and have frozen. She has been without water for 34 days. This has affected her sewer as well. Dripping water would not have prevented the issue and the water main is 500 feet from her home. There was nothing indicating this issue when she purchased the home. Her home is on a private lane but there is a utility easement.

5. Mayor and Council Updates

Council Member Larsen- He provided a Chamber Board update.

Council Member Dan Hahn- He provided an update from the golf course board meeting.

Council Member Cox- She provided a FCSD # 1 update and mental health partnership opportunities as well providing a LEDA update.

Council Member White- She provided a Planning Commission update. The commission is waiting for council priorities from the strategic planning session to move forward.

Council Member Josh Hahn- He has also spoken with several citizens concerning frozen pipes and not receiving help from the city. Discussion ensued about garbage not being picked-up because of snow build up in the alleys and potential solutions.

6. Staff Discussion Items

Lander Chief of Police Scott Peters-Presented the 2022 department statistics.

Public Works Director Lance Hopkin- House Bill 93, the omnibus water bill, was signed. That means the tank and pump station project should be funded at 66%. The city will try and get that out to bid hopefully this summer. Discussion ensued concerning Flood prevention preparedness.

Assistant Mayor RaJean Strube Fossen- Discussed last week's the Open House. She reminded council that there is Water Master Plan presentation March 21 at 6 pm.

City Treasurer Charri Lara- The City WEBT health insurance is increasing 17 ½ %.

7. Consent Agenda

CITY OF LANDER MISSION STATEMENT

To provide a safe, stable, and responsive environment that promotes

And supports a traditional yet progressive community.

Resulting in a high quality of life.

VISION

Preserving the past while providing for the future

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3/14/2023

- A. Regular Meeting Minutes-February 283, 2023
- B. Work Session Meeting Minutes – February 28,2023
- C. Special Strategic Planning Meeting Minutes – March 7, 2023
- D. Bills and Claims-

ROCKY MOUNTAIN POWER ELECTRICITY 19241.29,COMMUNITY CENTER REFUNDS REFUNDS 300,WATER REFUNDS WATER REFUNDS 158.09,EMPLOYEE REIMBURSEMENTS TRAVEL 592,EMPLOYEE REIMBURSEMENTS TRAVEL 592,POSTMASTER POSTAGE 5000,EMPLOYEE REIMBURSEMENTS SUSPENSE 643.22,WATER REFUNDS WATER REFUNDS 154.55,WATER REFUNDS WATER REFUNDS 118.18,WATER REFUNDS WATER REFUNDS 142.32,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 610.19,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 1560.67,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 85.01,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 93.54,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 1480,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 503.96,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 120.33,ALSCO LINENS 207.27,ALEXANDER EXCAVATION OPERATION/ MAINTENANCE STREETS 25140,ALEXANDER EXCAVATION OPERATION/ MAINTENANCE STREETS 24720,FLEX SHARE BENEFITS FLEX SHARE FEES 256.55,FLEX SHARE BENEFITS HRA EMPLOYEE ACCOUNTS 2000,FLEX SHARE BENEFITS FLEX SHARE FEES 252.1,APPLE VALLEY SCHOOL ECONOMIC DEVELP PROJECTS 2557.79,B & M SEPTIC AND EXCAVATION SERVICES VIDEO & CLEANING 1475,B & T FIRE EXTINGUISHERS BUILDING MAINTENANCE 81,BADGER METER INC METER REPLACEMENT 291.69,BRODIE EXCAVATION LLC OPERATION/ MAINTENANCE STREETS 10925,CENTRAL BANK & TRUST INVESTIGATIVE FUNDS 490.95,CITY PLUMBING & HEATING BUILDING MAINTENANCE 1279.44,CENTURY LINK TELEPHONE & INTERNET 777.1,CMI TECO SHOP SUPPLIES 81,EDLUND CONSTRUCTION LLC BUILDING MAINTENANCE 360,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 5,COMMUNICATION TECHNOLOGIES FIRE EQUIPMENT MAINTENANCE 207.61,ESO SOLUTIONS SUPPLIES 73.17,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18232.83,VISIONARY BROADBAND OPERATIONS AND MAINTENANCE 108.25,LOZIER TERESA BUILDING MAINTENANCE 950,INQUIREHIRE EMPLOYEE SCREENING 32.1,HEIN BOND ARCHITECTS PROJECT COSTS 5713.14,RAPID FIRE PROTECTION BUILDING MAINTENANCE 360,"WALLER, TECIA" COMMUNITY CENTER MAINTENANCE 3500,COWBOY SUPPLY HOUSE SUPPLIES 54.44,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 1471.79,CITY SERVICE VALCON FUEL 28369.86,WORKWISE EMPLOYEE SCREENING 92,HIGH MOUNTAIN ELECTRIC LIGHTS AND ELECTRICAL 130,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 2601.23,WIND HOSTING PROF AND CONSULTING 50,HOTSY EQUIPMENT OF WYOMING OPERATIONS AND MAINTENANCE 447.5,RIVERTON TIRE & OIL CO TIRES 40,WHITING LAW PC PROFESSIONALS 130,REWORX PROF AND CONSULTING 8100,WYOMING TAXPAYERS ASSN. DUES 195,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 581.25,BERNARD PLUMBING EQUIPMENT REPAIR/LEASE PAYMENT 1236.85,FREMONT MOTOR COMPANY VEHICLE REPAIR 292,FREMONT MOTOR COMPANY VEHICLE REPAIR 2088.59,HACH COMPANY OPERATIONS AND MAINTENANCE 344.05,HACH COMPANY OPERATIONS AND MAINTENANCE 904,HACH COMPANY OPERATIONS AND MAINTENANCE 1200.93,HACH COMPANY OPERATIONS AND MAINTENANCE 172.9,HASCO INDUSTRIAL SUPPLY VEHICLE REPAIR 623.06,HASCO INDUSTRIAL SUPPLY SHOP SUPPLIES 220.16,HOMETOWN OIL FUEL 2232.66,HOMETOWN OIL VEHICLE REPAIR 160.16,HOMETOWN OIL FUEL 1491.95,HOMETOWN OIL VEHICLE REPAIR 199.5,HDR ENGINEERING INC PROF AND CONSULTING 3175,HDR ENGINEERING INC PROF AND CONSULTING 2835,HONNEN EQUIPMENT CO VEHICLE REPAIR 168.79,HONNEN EQUIPMENT CO VEHICLE REPAIR 2739.61,INBERG MILLER ENGINEERS PROF AND CONSULTING 5384.8,INBERG MILLER ENGINEERS PROF AND CONSULTING 3048,INBERG MILLER ENGINEERS PROJECT COST - ASSISTED LIVING 884,KLEEN PIPE LLC OPERATIONS AND MAINTENANCE 1055.54,KLEEN PIPE LLC VIDEO & CLEANING 1724.18,KLEEN PIPE LLC BUILDING MAINTENANCE 5290.29,LONG BUILDING TECHNOLOGIES COMMUNITY CENTER MAINTENANCE 2080,LONG BUILDING TECHNOLOGIES COMMUNITY CENTER MAINTENANCE 390,NAPA VEHICLE REPAIR 145.64,NAPA SHOP SUPPLIES 311.84,NAPA VEHICLE REPAIR 70.12,NAPA VEHICLE REPAIR 99.12,NAPA VEHICLE REPAIR 221.98,NAPA VEHICLE REPAIR 40.54,NAPA VEHICLE REPAIR 25.58,NAPA VEHICLE REPAIR -18,NAPA VEHICLE REPAIR 64.46,NAPA VEHICLE REPAIR 15.89,NAPA SHOP SUPPLIES 24.29,NAPA SHOP SUPPLIES 74.9,NAPA TIRES 193.91,NAPA VEHICLE REPAIR 21.09,NAPA VEHICLE REPAIR 155.96,NORCO INC SHOP SUPPLIES 123.32,NORCO INC SHOP SUPPLIES 67.58,NORCO INC SHOP SUPPLIES 61.04,PATRICK CONSTRUCTION INC REPAIR & MAINATENANCE 807.5,PATRICK CONSTRUCTION INC OPERATION/ MAINTENANCE STREETS 17242.5,PATRICK CONSTRUCTION INC REPAIR & MAINATENANCE 3660.5,PERRY'S TRUCK & DIESEL VEHICLE REPAIR 971.38,PERRY'S TRUCK & DIESEL VEHICLE REPAIR 4518.68,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 2030,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 2310,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 1085,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 1925,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 2100,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 2170,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 980,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 1960,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 1890,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 840,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 1645,STRIKE CONSULTING GROUP PROF AND CONSULTING 996.25,STRIKE CONSULTING GROUP PROF AND CONSULTING 18306.25,"SUMMIT WEST CPA GROUP, P.C." PROF AND CONSULTING 515,"SUMMIT WEST CPA GROUP, P.C." PROF. & TECHNICAL SERVICE 735,"SUMMIT WEST CPA GROUP, P.C." PROF. & TECHNICAL SERVICE 16500,SWISSPHONE LLC SUPPLIES 118.3,SWEETWATER AIRE OPERATIONS AND MAINTENANCE 257,WAMCO LAB INC. WW LAB/TESTING 2100,T-O ENGINEERS NEW ASSET 8547,SWISSPHONE LLC SUPPLIES 4525,T-O ENGINEERS PROF AND CONSULTING 786.25,SWEETWATER AIRE OPERATIONS AND MAINTENANCE 857.94,T-O

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ENGINEERS SEAL COAT & MARK 14703,WAMCO LAB INC. WW LAB/TESTING 2100,WYOMING LAW ENFORCEMENT ACAD TUITION & REGISTRATION 472,WYOMING MACHINERY CO. VEHICLE REPAIR 99.32,WYOMING MACHINERY CO. VEHICLE REPAIR 279.48,MASTERCARD SUPPLIES 25.99,MASTERCARD OPERATIONS AND MAINTENANCE 163,MASTERCARD TELEPHONE 832.93,MASTERCARD SUPPLIES 40,MASTERCARD BUILDING MAINTENANCE 2380.63,MASTERCARD MISC REVENUE REIMBURSEMENT 210,MASTERCARD SUPPLIES 6.86,MASTERCARD SUPPLIES 449.89,MASTERCARD SUPPLIES 59.96,MASTERCARD MISC REVENUE REIMBURSEMENT 78.75,MASTERCARD SUPPLIES -435,MASTERCARD SUPPLIES -20,MASTERCARD TRAVEL 57.51,MASTERCARD WAM CONVENTION EXPENSES 247.1,MASTERCARD HOUSEKEEPING SUPPLIES 372.76,MASTERCARD TRAVEL 384,MASTERCARD PROFESSIONALS 199,MASTERCARD TRAVEL 6.18,MASTERCARD TRAVEL 523.5,MASTERCARD TRAVEL 130.97,MASTERCARD SUPPLIES 80,MASTERCARD TUITION 499,MASTERCARD PROJECT COSTS 136.05,MASTERCARD TRAVEL 576,MASTERCARD MEETING EXPENSE 65.17,MASTERCARD BLDG GROUNDS MAINTENANCE 127.02,MASTERCARD WW LAB/TESTING 225,MASTERCARD OPERATIONS AND MAINTENANCE 6255,MASTERCARD OPERATION/ MAINTENANCE STREETS -574.54,MASTERCARD OPERATIONS AND MAINTENANCE 129.98,MASTERCARD TRAVEL 38.66,MASTERCARD SUPPLIES 974,MASTERCARD OPERATION/ MAINTENANCE STREETS 284.43,MASTERCARD PROF AND CONSULTING 20,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD WW LAB/TESTING 293,MASTERCARD WW LAB/TESTING 319,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD WW LAB/TESTING 316,MASTERCARD WATER SAMPLES TESTING 398,MASTERCARD OPERATIONS AND MAINTENANCE 2375.96,MASTERCARD SUPPLIES 83.2,MASTERCARD OPERATIONS AND MAINTENANCE 37.96,MASTERCARD OPERATIONS AND MAINTENANCE 99.92,MASTERCARD OPERATIONS AND MAINTENANCE 199.49,MASTERCARD VEHICLE REPAIR 212.32,MASTERCARD BUILDING MAINTENANCE 24.99,MASTERCARD TUITION & REGISTRATION -40,MASTERCARD TUITION & REGISTRATION 188,MASTERCARD TOOLS & SHOP SUPPLIES 144.35,MASTERCARD TURF & GROUNDS MAINTENANCE 946.29,MASTERCARD TUITION & REGISTRATION 450,MASTERCARD WW-OPERATIONS & MAINTENANCE 39.84,MASTERCARD OPERATIONS AND MAINTENANCE 1214,MASTERCARD OPERATIONS AND MAINTENANCE 139.99,MASTERCARD TRAVEL 294,MASTERCARD REPAIR AND MAINTENANCE SERVICE 21.78,MASTERCARD CONCESSIONS 382.94,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 274.27,MASTERCARD SPECIAL PROGRAM 580,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 55.18,MASTERCARD CONCESSIONS 10.73,MASTERCARD CONCESSIONS 308.16,MASTERCARD ICE SKATING 25.18,MASTERCARD CONCESSIONS 8.99,MASTERCARD REC. EQUIPMENT 51.65,MASTERCARD TRAVEL 30,MASTERCARD TRAVEL 103,MASTERCARD PROF. & TECHNICAL SERVICE 44,MASTERCARD TUITION & REGISTRATION 269.1,MASTERCARD SUPPLIES 245.66,MASTERCARD OPERATIONS AND MAINTENANCE 19.29,MASTERCARD OPERATIONS AND MAINTENANCE 97.1,MASTERCARD VEHICLE REPAIR 163.1,MASTERCARD VEHICLE REPAIR 48.85,MASTERCARD VEHICLE REPAIR 2106.05,MASTERCARD VEHICLE REPAIR 25.41,MASTERCARD VEHICLE REPAIR -187.5,MASTERCARD SUPPLIES 7.99,MASTERCARD TUITION & REGISTRATION 60,MASTERCARD ADVERTISING 481,MASTERCARD TUITION & REGISTRATION 591,MASTERCARD TUITION & REGISTRATION 1581.45,MASTERCARD TUITION & REGISTRATION -82.45,MASTERCARD ADVERTISING 575.25,MASTERCARD BUILDING MAINTENANCE 171.08,MASTERCARD SUPPLIES 20,MASTERCARD SUPPLIES 26.98,MASTERCARD SUPPLIES 14.99,MASTERCARD TUITION & REGISTRATION 40,MASTERCARD FIRE EQUIPMENT MAINTENANCE 13.47,MASTERCARD SUPPLIES 114.95,MASTERCARD BUILDING MAINTENANCE 39.57,MASTERCARD FIRE EQUIPMENT MAINTENANCE 80.97,MASTERCARD SUPPLIES 219.53,MASTERCARD INVESTIGATIVE FUNDS 1375,MASTERCARD COMMUNITY DEVELOPMENT 38.77,MASTERCARD SUPPLIES 33.18,MASTERCARD EQUIPMENT REPAIR 224.78,MASTERCARD OPERATIONS AND MAINTENANCE 45.63,MASTERCARD COMMUNITY CENTER MAINTENANCE 49.96,MASTERCARD TELEPHONE & INTERNET 1157.01,MASTERCARD PROF AND CONSULTING 160.5,MASTERCARD PROF. & TECHNICAL SERVICE 681.92,MASTERCARD TELEPHONE & INTERNET 1761.88,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD TELEPHONE & INTERNET 903.94,MASTERCARD PROF AND CONSULTING 5.16,MASTERCARD PROF AND CONSULTING 17.94,MASTERCARD SUPPLIES 18.02,MASTERCARD SUPPLIES 40.05,MASTERCARD SUPPLIES 15.61,MASTERCARD REPAIRS 20.46,MASTERCARD SUPPLIES 70.9,MASTERCARD REPAIRS 148,MASTERCARD SHOP SUPPLIES 222.06,MASTERCARD SHOP SUPPLIES 50,MASTERCARD SHOP SUPPLIES 69.99,MASTERCARD CODE BOOKS 69,MASTERCARD SUPPLIES 379.96,MASTERCARD SUPPLIES 12.59,MASTERCARD SUPPLIES 26.24,MASTERCARD SUPPLIES 14.34,MASTERCARD SUPPLIES 20.99,MASTERCARD PROF. & TECHNICAL SERVICE 4955.22,MASTERCARD TOWING 127,MASTERCARD SUPPLIES 233.47,MASTERCARD SUPPLIES 23.69,MASTERCARD SUPPLIES 117.92,MASTERCARD VEHICLE REPAIR 107.88

MOTION: Council Member Dan Hahn moved to approve the Consent Agenda. Council Member White seconded the motion. Motion passed unanimously.

5. Action Items

A. Ordinances

- i. First Reading Ordinance 2023-1 An Ordinance Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2023.

MOTION: Council member Larsen moved have the first reading of Ordinance 20223-1 for the Mill Levy. Council Member Josh Hah seconded the motion. Motion passed unanimously.

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3/14/2023

B. Resolutions

- i. Resolution 1281 – A Resolution amending Resolution 1108 Amending Fees and Utility Rates for Residential Low-Income Discount.

MOTION: Council Member Dan Hahn moved to approve Resolution 1281 amending Resolution 1108 Amending Fees and Utility Rates for Residential Low-Income Discount. Council Member Larsen seconded the motion. Motion passed unanimously.

- ii. Resolution 1282 a Resolution Authorizing an Application to Fremont County Recreation Board Grant Program for the Fibar Surface Park Improvements in the amount of \$7,000.00.

MOTION: Council Member Larsen moved to approve Resolution 1282 a Resolution Authorizing an Application to Fremont County Recreation Board Grant Program for the Fibar Surface Park Improvements in the amount of \$7,000.00. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

6. New Business

- i. Appoint Kara Colovich to the Board of Adjustment and Planning Commission.

MOTION: Council Member Josh Hahn moved to appoint Kara Colovich the Board of Adjustment and Planning Commission. Council Member Larsen seconded the motion. Motion passed unanimously.

- ii. Approve LIFT committee recommendations for funding requests, specifically, Wyoglass LLC up to the amount of \$107,465.00, Whitebark Café up to the amount of \$39,750.00, Central Wyoming Climbers' Alliance up to the amount of \$6,450.00, and CWC Lander Outreach Center up to the amount of \$11,630.00.

MOTION: Council Member Dan Hahn moved to approve LIFT committee recommendations for funding requests, specifically, Wyoglass LLC up to the amount of \$107,465.00, Whitebark Café up to the amount of \$39,750.00, Central Wyoming Climbers' Alliance up to the amount of \$6,450.00, and CWC Lander Outreach Center up to the amount of \$11,630.00. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

7. Adjournment of Meeting

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

Being no further business to come before the Council, the meeting was adjourned at 7:08 p.m.

The City of Lander

ATTEST:

By: _____
Melinda Cox,
City of Lander Council President

Rachelle Fontaine, City Clerk

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3/14/2023

CITY OF LANDER WORK SESSION MEETING MINUTES
TUESDAY MARCH 28, 2023, IMMEDIATELY FOLLOWING REGULAR COUNCIL
MEETING 6: 54 p.m.
COUNCIL CHAMBERS 240 LINCOLN STREET. LANDER, WY 82520
UNOFFICIAL MINUTES NOT YET APPROVED
THE CITY OF LANDER IS AN EQUAL OPPORTUNITY EMPLOYER

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

Governing Body Absent: Council Members Melinda Cox and Julia Stuble

City Staff Present: City Clerk Rachelle Fontaine, Assistant Public Works Director Hunter Roseberry, Assistant Mayor RaJean Strube Fossen, Community Development Director Anne Even, Lander Police Department Ken Stigers.

1. Healthy Rivers Update. Amanda Small coordinator for Healthy Rivers Initiative provided an update on the City of Lander/ HRI partnership. HRI's mission is to ensure the vitality of the river by improving water quality, quantity, and the biological health of the river so that it better supports domestic, agricultural, recreation, fish and wildlife uses.

HRI has accomplished a variety of projects over the past year. Popo Agie Conservation District (PACD) has been awarded a Regional Conservation Partnership Program (RCPP) multiyear funding whereby the City of Lander water and sewer projects were a cash match. As participants in HRI, PACD is an active funding partner for the City of Lander's Section 205 Flood Mitigation project. A Level 1 Phase 2 study of the Popo Agie watershed was completed in 2019 in partnership with PACD, examining micro storage opportunities, underground storage and retrieval, and irrigation Infrastructure assessment, including updating the 2003 spreadsheet water budget model for the entire watershed. In 2019 and 2020 HRI organized a fall release of City Municipal Storage water at Worthen to improve water quality and quantity during late season low flows. In 2022, HRI developed an agricultural task force to help with project efforts.

HRI has supported a city application for a grant to study and explore options to raise Worthen water storage levels to better support domestic, agricultural, recreation, fish and wildlife uses. The partners monitor the movement of the Farthing Slip and have applied for state grants for ditches in the watershed including the Cemetery Ditch of which the City of Lander is a user. Wyoming Game and Fish also completed a fish habitat study in the area which will be helpful for future projects. That Fisheries study will be presented to the public later this spring.

2. Discussion concerning potential changes to current LIFT review and recommendation process. Council Member White opened the discussion concerning the current evaluation matrix, types of funding awards, grant awards as potential unfair economic advantage and definition of economic development. Council concluded to examine: 1. Maximum dollar or percent award; 2. The potential for no or low-cost interest loans; 3. Discussing awards at a Work session prior to voting session; 4. The need for education on the definition of economic development; 5. Consideration of a greater emphasis to primary dollar events, and 6. To analyze if Lift funds promote unfair competition. Marilyn Fisher from LIF indicated the committee would be willing to discuss concerns and changes. Council will individually email Charri Lara with their individual thoughts.
3. Discussion concerning strategic plan wrap and council priorities. Community Development Coordinator, Anne Even presented a visual chart of priorities based on council's comments. The Council will consider adopting the list at the next voting session.
4. Discussion concerning changes to Resolution 1249 2022-2023 Fee Schedule. Changes are recommended to contractor licenses and excavation permits. The majority of changes are

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recommended to Schedule B and building inspections. Facility Fees and the current 10% gate fee was discussed. The current recommendation is to retain the 10% gross gate fee with a cap of \$4,000.00. Julie Freese and Paula McCormick from LOTRA were present via Zoom. This was the first they had heard of the proposed change.

5. Adjourned 8:23 p.m.

The City of Lander

Monte Richardson,
City of Lander Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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CITY OF LANDER REGULAR COUNCIL MEETING MINUTES
TUESDAY MARCH 28, 2023, 6:00 p.m.
CITY HALL, COUNCIL CHAMBERS, 240 LINCOLN ST
UNOFFICIAL MINUTES- NOT YET APPROVED
THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

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

1. Roll Call

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

Governing Body Absent: Council Members Melinda Cox and Julia Stuble.

City Staff Present: City Clerk, Rachelle Fontaine, Community Development Coordinator Anne Even, Assistant Mayor RaJean Strube Fossen, Assistant Public Works Director Hunter Roseberry.

2. Approval of Agenda- Mayor Richardson discussed the need to amend the agenda and add Resolution 1283 Adopting the 2023 Wyoming Region 5 Hazard Mitigation and an Executive Session to discuss potential litigation.

MOTION: Council Member White moved to approve the agenda as amended. Council Member Larsen seconded the motion. Motion passed unanimously.

3. Communication from the Floor

A. Public Comment-

Darrell Franch- 721 Sweetwater Addressed the Council requesting assistance with water issues at his residence. He is very concerned he will lose both of his homes. He pleaded with council for their assistance to help divert and mitigate potential flood water/snow melt. The Mayor will meet with Lance Hopkin to discuss potential solutions.

4. Mayor and Council Updates

Dan Hahn- Has received calls on Lincoln between 1st and 2nd concerning frozen water lines. The city is asking people to run their water. This helps the city's main lines as well as individual lines stay open.

Missy White- She appreciated the draft water master plan presentation. She has heard concerns about multiple tax initiatives and the county is not planning on an ambulance district as a ballot initiative.

Josh Hahn-He spoke with people about frozen water pipes. There are questions as to why the city is not steaming and unfreezing mains. Hunter Roseberry answered the city is trying to steam or unfreeze through fire hydrants. The city may have to cut sections of street to thaw some lines.

Monte Richardson-Thanked the streets and public works employees.

5. Staff Discussion Items

City Clerk, Rachelle Fontaine- The Summer WAM convention is in Cody this June. Please let her know if Council Members would like to attend and she will register them. The city is still accepting applications for seasonal positions and is advertising for a full-time equipment operator.

Assistant Mayor, RaJean Fossen- At the next voting session a contract from Erdman will be presented for a foundation redesign for the Table Mountain Living Community to save money on construction. She presented a potential map to council for redistricting and changing boundaries in order to account for population changes within the wards and redistribute each ward's population to be within 6% of each other. If council desires to proceed there will be a public hearing and two additional readings to change the current 1964 Ordinance.

Assistant Public Works Director, Hunter Roseberry- There is a lot of work going on in the street department with pothole fixing and tree trimming. Please respect work zones.

6. New Business

A. Authorize Mayor to sign Amendment Two Project Agreement Lander Storage Tanks and Pump Station 2019 Project.

DISCUSSION: Hunter Roseberry explained this a grant through the water development program for seven million twenty-eight thousand and three hundred dollars, which is

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roughly sixty seven percent of the proposed project cost, leaving the city to cover thirty-three percent with abandoned mine lands funding.

MOTION: Council Member Larsen moved to authorize Mayor to sign Amendment Two Project Agreement Lander Storage Tanks and Pump Station 2019 Project. Council Member White seconded the motion. Motion passed unanimously.

B. Resolution 1283 Adopting the 2023 Wyoming Region 5 Hazard Mitigation Plan.

MOTION: Council Member Dan Hahn moved to approve Resolution 1283 Adopting the 2023 Wyoming Region 5 Hazard Mitigation Plan. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

7. Executive session-Potential Litigation

MOTION: Council Member White moved to move to executive session at 6:44 pm to discuss potential litigation. Council Member Larsen seconded the motion. Motion passed unanimously.

MOTION: Council Member White moved to adjourn executive session at 6:51 pm. Council Member Hahn seconded the motion. Motion passed unanimously.

8. Adjournment

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

Being no further business to come before the Council, the meeting was adjourned at 6:53 p.m.

The City of Lander

ATTEST:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

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307 SECURITY SOLUTIONS	Golf Course Alarm Monitoring	282.00
Total 307 SECURITY SOLUTIONS (60):		282.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
ALEXANDER EXCAVATION	Snow Removal	6,225.00
Total ALEXANDER EXCAVATION (21):		6,225.00
ALSCO	Community Center Linens	332.81
ALSCO	Community Center Linens	32.73
ALSCO	Community Center Linens	13.81
Total ALSCO (917):		379.35
APEX SURVEYING INC	TMLC Bishop Randall water line design to be re	2,152.50
APEX SURVEYING INC	Surveying for Bishop Randall utilities to TMLC	567.00
Total APEX SURVEYING INC (1238):		2,719.50
BADGER METER INC	hre lcd displays and endpoints	522.93
BADGER METER INC	Mobile Hosting & Service Units	1,491.78
Total BADGER METER INC (44):		2,014.71
BLACK HILLS ENERGY	February 2023 Natural Gas Bill	1,156.31
BLACK HILLS ENERGY	February 2023 Natural Gas Bill	1,085.50
BLACK HILLS ENERGY	February 2023 Natural Gas Bill	4,014.45
BLACK HILLS ENERGY	February 2023 Natural Gas Bill	14.49
BLACK HILLS ENERGY	February 2023 Natural Gas Bill	4,618.96
BLACK HILLS ENERGY	February 2023 Natural Gas Bill	1,507.49
BLACK HILLS ENERGY	February 2023 Natural Gas Bill	33.11
Total BLACK HILLS ENERGY (465):		12,401.33
BRODIE EXCAVATION LLC	Snow Removal	2,280.00
Total BRODIE EXCAVATION LLC (1367):		2,280.00
CASPER STAR TRIBUNE	PUBLICATION NOTICE INVITING BIDS	674.08
Total CASPER STAR TRIBUNE (745):		674.08
CENTURY LINK	March 2023 Century Link Phone	97.74
CENTURY LINK	March 2023 Century Link Phone	79.49
CENTURY LINK	March 2023 Century Link Phone	156.88
CENTURY LINK	March 2023 Century Link Phone	97.74
CENTURY LINK	March 2023 Century Link Phone	345.32
Total CENTURY LINK (99):		777.17
CIVICPLUS	text alert messages for new website	370.28
Total CIVICPLUS (1226):		370.28
CMI TECO	Shop rags	27.00

Total CMI TECO (111):		27.00
COMMUNITY CENTER REFUNDS	Community Center Refund - Lander Ambasad	300.00
Total COMMUNITY CENTER REFUNDS (1210):		300.00
DORSETT TECHNOLOGIES, INC	Austin came up and wired in our chemical feed	2,291.63
Total DORSETT TECHNOLOGIES, INC (1149):		2,291.63
DRUG TESTING SERVICES LLC	DOT & NON DOT Tetsing	620.00
Total DRUG TESTING SERVICES LLC (148):		620.00
EMPLOYEE REIMBURSEMENTS	Travel Expense Reimbursement - Las Vegas -	283.00
EMPLOYEE REIMBURSEMENTS	Travel Reimbursement - Las Vegas NV	283.00
EMPLOYEE REIMBURSEMENTS	Travel Reimbursement - Las Vegas NV	283.00
EMPLOYEE REIMBURSEMENTS	Las Vegas NV Reimbursement	283.00
Total EMPLOYEE REIMBURSEMENTS (154):		566.00
ESO SOLUTIONS INC	Yearly Emergency Reporting System Module Su	2,111.50
Total ESO SOLUTIONS INC (1302):		2,111.50
FREMONT CO PUBLIC HEALTH	Final round of Twinrix booster for Hunter	20.00
Total FREMONT CO PUBLIC HEALTH (409):		20.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,697.25
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	535.58
FREMONT COUNTY TREASURER	FEB JAIL BILL	880.00
FREMONT COUNTY TREASURER	March jail bill	1,870.00
Total FREMONT COUNTY TREASURER (190):		20,982.83
GROATHOUSE CONSTRUCTION	Maven Building	192,298.00
Total GROATHOUSE CONSTRUCTION (1294):		192,298.00
HDR ENGINEERING INC	Engineering Work on Water Rights and Ditches	2,312.50
Total HDR ENGINEERING INC (994):		2,312.50
HOMETOWN OIL	Hydraulic fluid	160.16
HOMETOWN OIL	55 gal oil drum	1,491.95
HOMETOWN OIL	Oil	2,232.66
HOMETOWN OIL	91 premium	199.50
HOMETOWN OIL	Oil	2,487.63
HOMETOWN OIL	91 Premium	199.50
Total HOMETOWN OIL (230):		1,397.14
HONNEN EQUIPMENT CO	Shims and inserts	989.06
Total HONNEN EQUIPMENT CO (231):		989.06
HOTSY EQUIPMENT OF WYOMING	Trigger gun 3 ft wand	115.00

Total HOTSYS EQUIPMENT OF WYOMING (993):		115.00
L N CURTIS & SONS	two 2.5 x 1.5 gated wye	645.41
Total L N CURTIS & SONS (276):		645.41
LANDER COMMUNITY FOUNDATION	Challenge for Charities Sponsorship 4th of July	1,250.00
Total LANDER COMMUNITY FOUNDATION (1284):		1,250.00
LANDER RECYCLE LLC	Recycling at City Hall for January, February, Ma	90.00
Total LANDER RECYCLE LLC (1355):		90.00
LANDER SENIOR CITIZENS CENTER	Senior Center Bills for Feb2023	14,453.84
Total LANDER SENIOR CITIZENS CENTER (296):		14,453.84
LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
Total LOZIER, TERESA (995):		950.00
MARKEE ESCROW SERVICES, INC	Chamber loan payment	14,014.80
Total MARKEE ESCROW SERVICES, INC (1133):		14,014.80
MASA	MASA Coverage - Wangberg March 2023	228.00
MASA	Richardson April 2023	228.00
Total MASA (1167):		456.00
MASTERCARD	Ratchet City tool replacement account.	94.93
MASTERCARD	Murphy's tire and lube compound	54.86
MASTERCARD	Mistake made by son ordering pizza. I will reimb	16.86
MASTERCARD	Gym Membership	44.00
MASTERCARD	Food for training.	50.58
MASTERCARD	Replacement push bar for LP-5	613.71
MASTERCARD	Retrax bed cover replacement lock	83.67
MASTERCARD	Travel	14.00
MASTERCARD	3 new Digital Cameras for Officers to use on str	449.85
MASTERCARD	Departure Checked Luggage for ICC Conferenc	70.00
MASTERCARD	Checked Baggage for Return Flight	70.00
MASTERCARD	ICC Conference Registration Dues	900.00
MASTERCARD	ICC Classes	900.00
MASTERCARD	ICC Fire Inspector 1 Study Guide	69.00
MASTERCARD	wipers for cars	132.96
MASTERCARD	Sponsor table for Chamber Community Award	500.00
MASTERCARD	Ramkota Hotel room for 2/5 & 2/6 to attend two	202.00
MASTERCARD	Hotel for training in Casper, Wyoming. See Atta	206.00
MASTERCARD	lodging for two wgga in casper	176.00
MASTERCARD	UPS units for Reservoir tank	219.98
MASTERCARD	Parts for Sleeve Valve	3,485.02
MASTERCARD	forms	140.30
MASTERCARD	Feb2023 Water Bills	684.35
MASTERCARD	E&E Task Force Printed Reports	261.36
MASTERCARD	High bay lights for caustic soda room	101.99
MASTERCARD	paddles	804.78
MASTERCARD	BLK Toner for printer at fire hall	78.20

MASTERCARD	Building Inspector Laptop	1,399.99
MASTERCARD	Hanging file folders	26.17
MASTERCARD	Hanging file folders	32.16
MASTERCARD	Power Cord for Surface Tablet	25.90
MASTERCARD	Radio charger for vehicle	75.00
MASTERCARD	Ear plugs for all the apparatus	113.86
MASTERCARD	Supplies - LCCC	351.16
MASTERCARD	tracking manifests	175.97
MASTERCARD	Abandon vehicle and trailer tags	117.57
MASTERCARD	Batterie/pads for AED's fire	1,134.00
MASTERCARD	AWS	18.06
MASTERCARD	legals	29.90
MASTERCARD	Travel	260.23
MASTERCARD	Supplies - LCCC	71.74
MASTERCARD	Fix the Boiler	90.00
MASTERCARD	Storage	40.00
MASTERCARD	Meeting supplies	28.87
MASTERCARD	3 small cans of nacho cheese	11.07
MASTERCARD	Spectrum Fiber - February 2023	449.50
MASTERCARD	Spectrum Fiber - February 2023	449.50
MASTERCARD	timer	32.36
MASTERCARD	Fire Department Meeting	109.25
MASTERCARD	STRATEGIC PLANNING	108.00
MASTERCARD	Treats for Ronalee's going away celebration	42.76
MASTERCARD	Pizza Hut Credit - No Receipt Provided	4.00-
MASTERCARD	Supplies	1,242.92
MASTERCARD	Supplies	25.99
MASTERCARD	Supplies - LCCC	103.27
MASTERCARD	February 2nd set of BacT samples	60.00
MASTERCARD	renewal adobe acrobat pro	253.07
MASTERCARD	CPFIM Training - May 9 2023	149.50
MASTERCARD	CPFIM Training - May 9 2023	149.50
MASTERCARD	February 1st set of BacT samples	75.00
MASTERCARD	Online Training - Cash Handling & F66 Reports	69.00
MASTERCARD	Online Training - Cash Handling & F66 Reports	69.00
MASTERCARD	2023 WAMCAT Spring Institute - Casper	157.50
MASTERCARD	2023 WAMCAT Spring Institute - Casper	157.50
MASTERCARD	City of Lander Tablecloth	147.70
MASTERCARD	curb stop plugs and wrench	160.49
MASTERCARD	Return of 4 brass couplers due to incorrect size	35.16-
MASTERCARD	Prof fees - LCCC	199.00
MASTERCARD	Spectrum Control Acct January 2023	10.53
MASTERCARD	Spectrum Control Acct January 2023	106.57
MASTERCARD	Spectrum Control Acct January 2023	129.98
MASTERCARD	Spectrum Control Acct January 2023	129.99
MASTERCARD	Spectrum Control Acct January 2023	129.99
MASTERCARD	Spectrum Control Acct January 2023	129.99
MASTERCARD	Spectrum Control Acct January 2023	129.99
MASTERCARD	Spectrum Control Acct January 2023	129.99
MASTERCARD	Spectrum Control Acct January 2023	259.98
MASTERCARD	cleaning supplies, disinfectant spray, trash can li	175.71
MASTERCARD	Wiper fluid for CH-2	5.26
MASTERCARD	Member Shirts per Fire1	928.50
MASTERCARD	Trash	149.65
MASTERCARD	Trash	285.82
MASTERCARD	Trash	1,778.34
MASTERCARD	Google Workspace February 2023	453.60
MASTERCARD	Google Workspace February 2023	453.60
MASTERCARD	Supplies - LCCC	50.39
MASTERCARD	January Wastewater Testing	316.00

MASTERCARD	1st Quarter TOC testing	170.00
MASTERCARD	February Wastewater Testing	316.00
MASTERCARD	February Wastewater Testing	319.00
MASTERCARD	February Wastewater testing	319.00
MASTERCARD	2022 CCR Report	125.00
MASTERCARD	wire stirrper multi tool	25.72
MASTERCARD	Thread repair	30.58
MASTERCARD	Fentanyl Drug test kits/Back order arrival \$233.	93.08
MASTERCARD	Supplies	80.00
MASTERCARD	Spring Water Conference	395.00
MASTERCARD	Supplies	36.14
MASTERCARD	16 new skates to replace missing and broken	1,895.00
MASTERCARD	10 hours Labor dontaion from baseball team fun	150.00
MASTERCARD	Food for Strategic planning	80.14
MASTERCARD	Travel to ARPA SLIB presentation	50.01
MASTERCARD	Batteries 2032's	76.45
MASTERCARD	Travel to ARPA SLIB presentation	79.74
MASTERCARD	food for Strategic planning	21.98
MASTERCARD	Water for meetings	13.16
MASTERCARD	Def fluid and Fuel additive for anti-gel	63.45
MASTERCARD	Passenger front headlight replacement	11.46
MASTERCARD	Diesel fuel; cans and EZ pour spouts	86.94
MASTERCARD	Fuel additive	343.86
MASTERCARD	Gas Cans, cable ties, Diesel additive	169.64
MASTERCARD	Trash bags and small propane cylinders	61.36
MASTERCARD	Gas Can	24.99
MASTERCARD	Fuel Filter, bolt, fuel tube	34.18
MASTERCARD	2 Lap tops to take to trainings	744.00
MASTERCARD	Expo eraser and batteries	16.31
MASTERCARD	Room for ARPA grant SLIB presentation	196.00
MASTERCARD	Motel for Dave Harrenga Fire class	161.65
MASTERCARD	Parts to fix air lines	43.07
MASTERCARD	Industrial Waste Treatment Vol 1 course plus shi	149.00
MASTERCARD	Supplies - LCCC	212.01
MASTERCARD	jerseys for basketball program	706.56
MASTERCARD	Headlight assy.	42.77
MASTERCARD	Phones - All	25.76
MASTERCARD	Phones - All	113.97
MASTERCARD	Phones - All	198.14
MASTERCARD	Phones - All	204.79
MASTERCARD	Phones - All	290.27
MASTERCARD	Vonage Phone February 2023	880.94
MASTERCARD	Vonage Phone February 2023	880.94
MASTERCARD	Extension pole	13.49
MASTERCARD	Deposit for Dustin's Room (First Line Item)	117.52
MASTERCARD	Room for week of ICC Conference (Hunter)	906.20
MASTERCARD	Roundtrip Flights for Hunter and Dustin to ICC	1,065.60
MASTERCARD	Hotel for ICC Conference	788.68
MASTERCARD	Tires for Snowblowers	302.16
MASTERCARD	K-9 seminar and certification	390.00
MASTERCARD	special order item light bulbs	51.14
MASTERCARD	Bobby water test	100.00
MASTERCARD	propane	15.50
MASTERCARD	Ant traps/poison for water treatment plant bathr	20.31
MASTERCARD	ice melt	59.37
MASTERCARD	Spotkight kit	623.20
MASTERCARD	PUBLICATIONS	2,431.55
MASTERCARD	Thread Tape	7.51
MASTERCARD	two 3/4in ball valves for new compressors	43.18
MASTERCARD	Supplies for caustic room repairs	89.06

MASTERCARD	Two lengths of air line with press on fittings for n	384.66
MASTERCARD	bobcat MT-100 walk behind skid steer rental for	400.00
MASTERCARD	AAA batteries	14.39
MASTERCARD	Lockers for clothes and PPE	1,060.84
Total MASTERCARD (327):		43,174.00
MEGA LED TECHNOLOGY	New digital sign at museum, moving museum si	21,112.00
Total MEGA LED TECHNOLOGY (1290):		21,112.00
MES ROCKY MOUNTAINS	Helmet Shield	45.00
Total MES ROCKY MOUNTAINS (336):		45.00
NAPA AUTO PARTS - LANDER	oil filter	4.88
NAPA AUTO PARTS - LANDER	cabin air filter	13.72
NAPA AUTO PARTS - LANDER	24 volt solenoid	37.39
NAPA AUTO PARTS - LANDER	Open Gear Lube	56.94
NAPA AUTO PARTS - LANDER	Filters and wipers	396.27
NAPA AUTO PARTS - LANDER	Filters	56.43
NAPA AUTO PARTS - LANDER	Bearing	92.21
NAPA AUTO PARTS - LANDER	oil filter	4.88
NAPA AUTO PARTS - LANDER	24 volt solenoid	83.98
NAPA AUTO PARTS - LANDER	Wheel bearing	120.05
NAPA AUTO PARTS - LANDER	Antifreeze	60.36
NAPA AUTO PARTS - LANDER	Bearing and housing	92.21
NAPA AUTO PARTS - LANDER	Fuel pump assembly	410.63
NAPA AUTO PARTS - LANDER	Window regulator	200.85
NAPA AUTO PARTS - LANDER	Water Pump	125.99
NAPA AUTO PARTS - LANDER	Filters	54.85
NAPA AUTO PARTS - LANDER	cabin air filter	12.20
NAPA AUTO PARTS - LANDER	Brake chamber	83.04
NAPA AUTO PARTS - LANDER	filters	109.27
NAPA AUTO PARTS - LANDER	Filters	28.09
NAPA AUTO PARTS - LANDER	Gear oil	89.88
NAPA AUTO PARTS - LANDER	Battery and core deposit.	161.20
NAPA AUTO PARTS - LANDER	Alternator, belt, and battery core return.	196.28
NAPA AUTO PARTS - LANDER	Wiper blades	65.97
NAPA AUTO PARTS - LANDER	Filters	28.82
NAPA AUTO PARTS - LANDER	Wiper blades	43.98
NAPA AUTO PARTS - LANDER	Air filter	20.78
Total NAPA AUTO PARTS - LANDER (353):		2,651.15
NORTHSIDE BODY SHOP	Repair of 2004 GMC Sierra - Hit & Run	4,070.88
Total NORTHSIDE BODY SHOP (1360):		4,070.88
OFFICE OF STATE LANDS & INVEST	Loan Payments	33,000.00
OFFICE OF STATE LANDS & INVEST	Loan Payments	50,000.00
OFFICE OF STATE LANDS & INVEST	Loan Payments	100,000.00
OFFICE OF STATE LANDS & INVEST	Loan Payment	185,000.00
Total OFFICE OF STATE LANDS & INVEST (372):		368,000.00
OFFICE OF STATE LANDS & INVESTMENTS	Wildland clothing	1,179.45
Total OFFICE OF STATE LANDS & INVESTMENTS (1348):		1,179.45

PATRICK CONSTRUCTION INC	Water Line Break Repair	2,627.50
Total PATRICK CONSTRUCTION INC (385):		2,627.50
PERFECT POWER INC	Led lights at Hanger Building	3,792.55
Total PERFECT POWER INC (762):		3,792.55
QUADIENT INC	Postage	1,000.00
QUADIENT INC	Postage	1,000.00
QUADIENT INC	Postage	1,000.00
Total QUADIENT INC (1189):		1,000.00
R D RAMADON	Toro Rake o vac	7,650.00
Total R D RAMADON (1371):		7,650.00
RAMAKER & ASSOCIATES	eCIMS hosting	1,200.00
Total RAMAKER & ASSOCIATES (419):		1,200.00
REDPOINTE	1/2 Cent Recipient	3,502.63
Total REDPOINTE (1304):		3,502.63
REWORX	This month's invoice includes the continued dev	3,300.00
REWORX	This month's invoice includes the continued dev	3,300.00
Total REWORX (1347):		6,600.00
RIVERTON TIRE & OIL CO	Tires	1,144.00
RIVERTON TIRE & OIL CO	Truck Tires	2,595.54
Total RIVERTON TIRE & OIL CO (431):		3,739.54
ROCKY MOUNTAIN AUTOMATIC DOORS LLC	Fix garage door at fire hall	934.50
Total ROCKY MOUNTAIN AUTOMATIC DOORS LLC (1372):		934.50
ROCKY MOUNTAIN POWER	Electricity	3,892.62
ROCKY MOUNTAIN POWER	Electricity	784.10
ROCKY MOUNTAIN POWER	Electricity	441.78
ROCKY MOUNTAIN POWER	Electricity	1,480.01
ROCKY MOUNTAIN POWER	Electricity	4,481.28
ROCKY MOUNTAIN POWER	Electricity	254.03
ROCKY MOUNTAIN POWER	Electricity	2,912.46
ROCKY MOUNTAIN POWER	Electricity	3,574.42
Total ROCKY MOUNTAIN POWER (435):		17,820.70
ROCKY MOUNTAIN PRE-MIX	Dump Truck Rental - Snow Removal	1,610.00
Total ROCKY MOUNTAIN PRE-MIX (436):		1,610.00
SNAP ON TOOLS	thread tap	14.20
Total SNAP ON TOOLS (715):		14.20
STRIKE CONSULTING GROUP	These expenditures are resultant of providing th	3,081.25

STRIKE CONSULTING GROUP	Work under this invoice includes: • Project review	5,473.75
Total STRIKE CONSULTING GROUP (1112):		8,555.00
SWEETWATER AIRE	Install new sleeve and damper to open with the	2,704.92
Total SWEETWATER AIRE (484):		2,704.92
TEGELER AND ASSOCIATES	MAVEN Building Insurance	2,860.00
Total TEGELER AND ASSOCIATES (933):		2,860.00
T-O ENGINEERS	Snow and Ice removal Plan	6,000.00
Total T-O ENGINEERS (1166):		6,000.00
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		3,500.00
WAMCO LAB INC.	Toxicity Test - Lagoons	2,100.00-
WAMCO LAB INC.	sewer samples, invoice 14710 was already paid	2,100.00-
WAMCO LAB INC.	Toxicity Testing	2,100.00
WAMCO LAB INC.	sewer wet testing	2,300.00
Total WAMCO LAB INC. (548):		200.00
WATER REFUNDS	REFUND - WATER	172.97
WATER REFUNDS	REFUND - WATER	4.65
WATER REFUNDS	Water Refund - Jeffrey Anderson	172.97
WATER REFUNDS	Water Refund - Jeffrey Anderson	172.97-
Total WATER REFUNDS (552):		177.62
WESTERN LAW ASSOCIATES	March Services	2,010.00
Total WESTERN LAW ASSOCIATES (559):		2,010.00
WHITING LAW PC	March 2023 Services	180.00
Total WHITING LAW PC (564):		180.00
WSFA - MUTUAL AID	Membership fee for WSFA	75.00
WSFA - MUTUAL AID	Death Membership for Mutual Aid Members	1,196.00
Total WSFA - MUTUAL AID (1063):		1,271.00
WYDOT - FINANCIAL SERVICES	Fuel February 2023	4,933.39
WYDOT - FINANCIAL SERVICES	Fuel February 2023	4,933.39
WYDOT - FINANCIAL SERVICES	Fuel February 2023	9,866.77
WYDOT - FINANCIAL SERVICES	Fuel February 2023	783.35
Total WYDOT - FINANCIAL SERVICES (606):		20,516.90
WYOMING ASSN OF RURAL WATER	spring conf. for Terry	395.00
WYOMING ASSN OF RURAL WATER	spring conf. Shayne	395.00
Total WYOMING ASSN OF RURAL WATER (598):		790.00
WYOMING BUSINESS COUNCIL	Loan fees - Maven	3,750.00

Total WYOMING BUSINESS COUNCIL (948):		3,750.00
WYOMING DEPT OF AGRICULTURE	Food License - Community Center	100.00
Total WYOMING DEPT OF AGRICULTURE (603):		100.00
WYOMING FIRE CHIEFS ASSN.	Membership Dues for Chief	100.00
Total WYOMING FIRE CHIEFS ASSN. (607):		100.00
WYOMING RETIREMENT SYSTEM	Volunteer Fire Pension	618.75
Total WYOMING RETIREMENT SYSTEM (614):		618.75
Grand Totals:		829,738.14

Report GL Period Summary

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



Teton Therapy
425 Lincoln Street,
Lander, WY 82520

March 16th, 2023

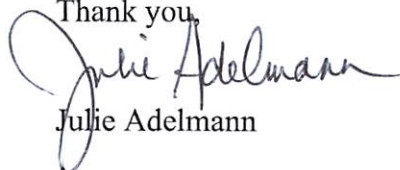
Mayor Monte Richardson
City of Lander,
240 Lincoln Street,
Lander, WY 82520

Dear Mayor Richardson,

As you may remember, April is National Occupational Therapy Month, celebrating the achievements of Occupational Therapists and Certified Occupational Therapy Assistants. The sole mission of these valued health professionals is to help people "Live Life to Its Fullest" after an illness or injury. For the past five years, Teton Therapy has been proud to offer the services of our expert Occupational Therapists to the residents of Lander.

In light of their contributions to the community, I ask that you declare the month of April, 2023, to be Occupational Therapy Month throughout the City of Lander. Your declaration will be an important part of spreading awareness and appreciation for the assistance those in the Occupational Therapy field give to residents of our community.

Thank you,



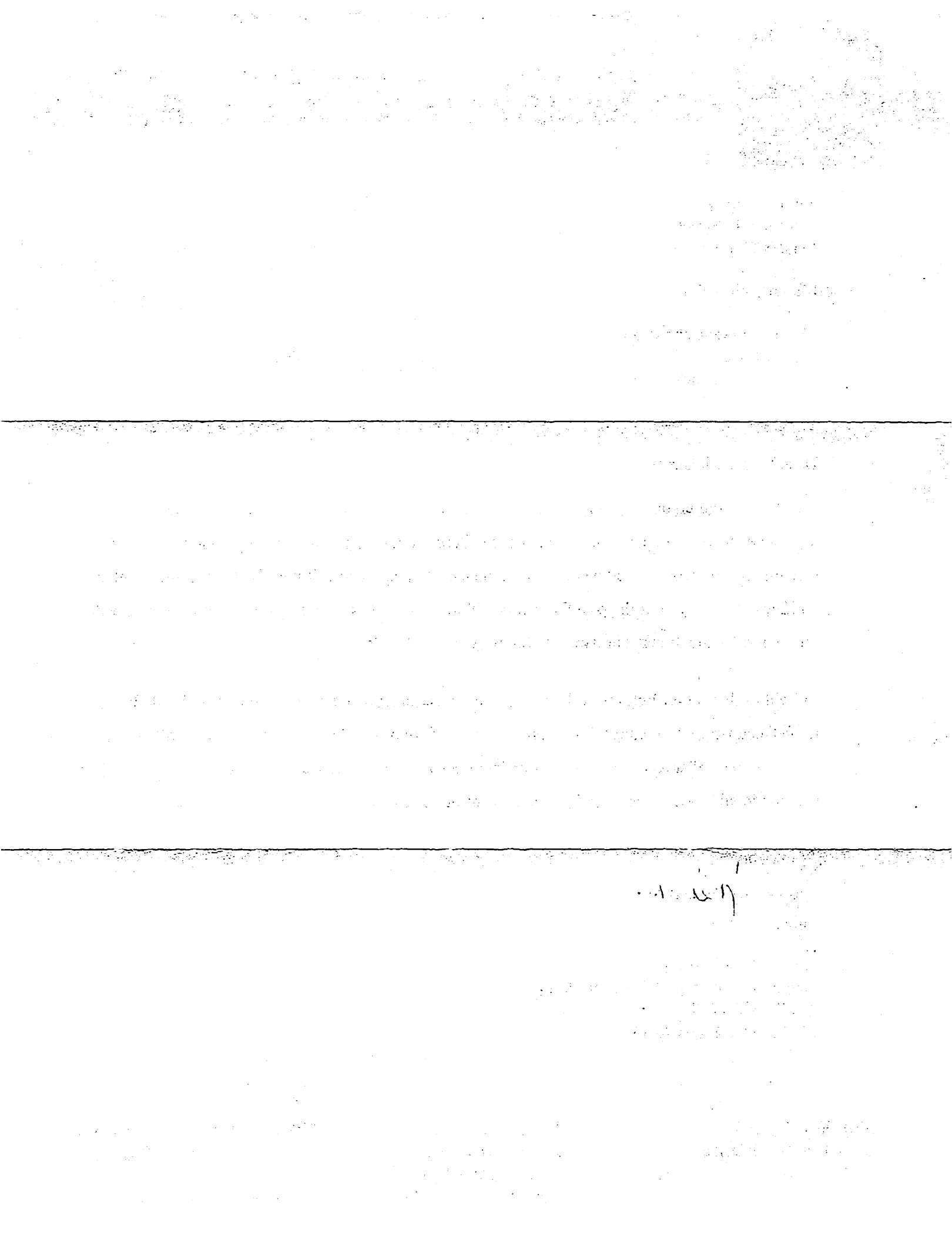
Julie Adelman

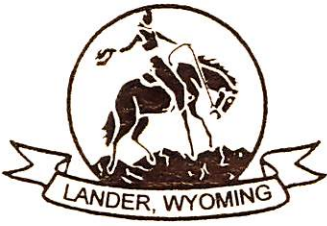
V.P. Public Relations
Lander, Riverton, and Cheyenne Clinics
P: 307.332.2230
www.tetontherapypc.com

**820 West Main St.
Riverton, WY 82501
307-857-7074
Fax: 307-856-6459**

**425 Lincoln Street
Lander, WY 82520
307-332-2230
Fax: 307-332-0463**

**603 E Carlson St. Suite #304
Cheyenne, WY 82009
307-514-9999
Fax: 307-514-6006**





CITY OF LANDER, WYOMING

OFFICE OF THE MAYOR

NATIONAL OCCUPATIONAL THERAPY MONTH

Whereas: The American Occupational Therapy Association has declared the month of April 2023 to be known as Occupational Therapy Month, and

Whereas: The profession of occupational therapy makes valuable contributions in helping people "Live Life to Its Fullest" after an illness or injury, and

Whereas: The services of occupational therapy are available to citizens of Lander through hospitals, home health agencies, schools, clinics, and nursing homes; and

Whereas: The health and productivity of our citizens depend upon the effective use of health care resources, including the important services of occupational therapists and occupational therapy assistants.

Therefore, I Monte Richardson, Mayor for the City of Lander, do hereby proclaim the month of April 2023 as Occupational Therapy Month and call upon all citizens to recognize the achievements and contributions of these valued health professionals.

Monte Richardson, Mayor



MAYOR'S PROCLAMATION
Child Abuse Awareness and Prevention Month

Whereas, Children are our future. No child should suffer abuse and neglect; and

Whereas, victims of child abuse and neglect are known to be at higher risk for experiencing post-traumatic stress disorder, depression, low academic achievement, drug use, juvenile delinquency, teenage pregnancy, and adult criminality, every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from harmful effects of abuse and neglect; and

Whereas, an estimated 1000 children in Wyoming are victims of abuse and neglect each year; and

Whereas, effective child abuse intervention and community prevention programs succeed because of partnerships created among community members, social services and law enforcement agencies, schools, churches, businesses, and civic organizations; and

Whereas, each April, Child Advocacy Centers of Wyoming, The Children's Trust Fund Board, Prevent Child Abuse Wyoming, Wyoming Citizen Review Panel, The Wyoming Department of Family Services, The Wyoming Office of Attorney General- Division of Victim Services, the Wyoming GAL program, the City/Town of _____, Wyoming and other partners join together in an effort to prevent abuse and neglect through outreach, education, and intervention.

NOW, THEREFORE, I, _____, by virtue of the authority vested in me as _____ of the City of _____, Wyoming, do hereby proclaim the month of April, 2023 as

***** **CHILD ABUSE AWARENESS AND PREVENTION MONTH** *****

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of _____ to be affixed this _____ day of _____ two thousand twenty-two.



Name
Title

Attest _____

ORDINANCE 2023-1

AN ORDINANCE FIXING AND DETERMINING THE MILL LEVY NECESSARY TO BE LEVIED TO RAISE SUFFICIENT MONEY BY GENERAL TAX TO MEET THE CURRENT EXPENSES OF THE CITY OF LANDER FOR THE FISCAL YEAR COMMENCING JULY 1, 2023.

Section 1: A Mill Levy of eight (8) mills , no more, no less, is hereby fixed, determined and declared necessary to raise sufficient money by general tax upon the property within the City of Lander, Fremont County, Wyoming, to meet the current expenses of said City of Lander for the fiscal year commencing July 1, 2023.

This ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander.

PASSED ON FIRST READING March 14, 2023

PASSED ON SECOND READING April 11, 2023

PASSED ON THIRD READING May 9, 2023

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 9th day of May 2023.

THE CITY OF LANDER
A Municipal Corporation

By Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

[illegible]

CERTIFICATE

I hereby certify that on May 9, 2023, following passage, adoption and approval of Ordinance 2023-1, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Wyoming State Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being May13, 2023.

Rachelle Fontaine, City Clerk

RESOLUTION 1284

A RESOLUTION EXEMPTING MUSEUM OF THE AMERICAN WEST PROPERTY FROM THE OPEN CONTAINER PROVISIONS OF CITY ORDINANCE 2-2-12

WHEREAS, The Museum of the American West will be hosting the Lander Brewfest event sponsored by the Lander Chamber of Commerce at the Museum of the American West buildings and real property, located at 1445 W Main Street, Lander, Wyoming, from 2:00 to 9:00 p.m., on June 9, 2023, and from 2:00 to 9:00 p.m., on June 10, 2023, and

WHEREAS, the subject area is considered a public place subject to the open container ordinance contained in City ordinance 2-2-12; and

WHEREAS, the City Council can exempt specified areas from the open container ordinance pursuant to City ordinance 2-2-12(a)(vi); and

WHEREAS, the City Council believes that waiving the open container law for this special event is in the best interest of the City of Lander; and

WHEREAS, said open container law should not be waived as provided above with regards to glass containers, as the same constitutes a hazard to the public safety and welfare.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, the Museum of the American West buildings and real property, located at 1445 W Main Street, Lander, Wyoming, from 2:00 to 9:00 p.m., on June 9, 2023, and from 2:00 to 9:00 p.m., on June 10, 2023.

PASSED, APPROVED AND ADOPTED the 11th day of April, 2023.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby by certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on April 9, 2023, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

NOTICE OF AWARD

Dated: _____, 2023

TO: Honnen Equipment Company
(BIDDER)

ADDRESS: 150 Salt Creek HWY, Mills, WY 82644

OWNER'S PROJECT NO. FAA/AIP No. 3-16-0016-023-2023 / WYDOT NO. ALN011A
PROJECT: Hunt Field Airport

OWNERS' CONTRACT NO. _____
CONTRACT FOR: Procurement of Wheel Loader with Attachments for Airport Snow Removal
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated March 21, 2023 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Bid Item #1 and Bid Item #2 for the Procurement of Wheel Loader with Attachments for Airport Snow Removal

The Contract Price of your contract is three hundred twenty-one thousand four hundred sixty-eight dollars and five cents (\$ 321,468.05).

Three unexecuted copies of the proposed Procurement Agreement accompany this Notice of Award.

One set of the Contract Specifications and Drawings will be delivered separately or otherwise made available to you immediately. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. You must deliver to the Owner 3 fully executed counterparts of the Procurement Agreement including all the Contract Documents.
2. You must deliver with the executed Procurement Agreement the Certificates of Insurance and Performance and Payments bonds as specified in the Instructions to Bidders; Procurement General Conditions, Article 4; and Specification Section 007301 supplementary Conditions.
3. Award of this Contract is Subject to the approval of the Federal Aviation Administration and WYDOT Areonautics.

4. This award is subject to the availability of the Federal Aviation Administration, Airport Improvement Program (FAA/AIP) Funds, the receipt, and the acceptance of grant offer(s) required to finance this project.

5. Other Conditions and Precedents.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Procurement Agreement with the Contract Documents attached.

City of Lander, Wyoming
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE) (DATE)

COPY to ENGINEER

NOTICE OF AWARD

K:\220192\140_FINAL DESIGN\2. SPECIFICATIONS\DIVISION 00\III. CONTRACT FORMS\005100 NOTICE OF AWARD LND SRE 023.DOCX

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is dated as of the ____ day of _____ the year 2023 by and between the **City of Lander, Wyoming**, (hereinafter called Owner) and Honnen Equipment Company (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 GOODS AND SERVICES

Contractor shall furnish all Goods, Special Services and other services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

Procurement of Wheel Loader with Attachments for Airport Snow Removal

The Project for which the Goods and Special Services under the Contract Documents may be the whole or only a part is generally described as follows:

Procurement of Wheel Loader with Attachments for Airport Snow Removal
Hunt Field Airport
Lander, Wyoming
FAA/AIP Project No. 3-56-0016-023-2023
WYDOT Project No. ALN011A

Article 2 ENGINEER

The Goods have been specified by Ardurra, 502 33rd Street, Cody, Wyoming 82414, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 POINT OF DELIVERY

The place where the Goods are to be delivered as defined in the Procurement General Conditions as the point of delivery and designated as: Hunt Field Airport, Lander, Wyoming.

Article 4 CONTRACT TIME

4.1 The Goods are to be delivered to the point of delivery, commissioned and ready for Owner's acceptance on or before **300 calendar days** from the effective date of the Procurement Agreement. Work encompassed by this Agreement as identified in Article

1 above shall be Complete and ready for Final Payment, in accordance with paragraph 10.06 of the Procurement General Conditions; in accordance with the following:

- 4.2 The furnishing of Special Services to the Owner shall conform to the requirements of Specification Section 011100 Summary of Work, Part 3.
- 4.3 All Shop Drawings and samples required by the Contract Documents shall be submitted to Engineer for review and approval as identified in Specification Section 011100 Summary of Work, Part 2.
- 4.4 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner before the time specified in paragraph 4.1 above, plus any extensions thereof allowed in accordance with Article 7 of the Procurement General Conditions. They also recognize that the timely performance of services by other parties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Goods are not delivered on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Hundred and 00/100 dollars (\$300.00) for each day** that expires after the time specified in paragraph 4.1 for delivery of acceptable Goods.

Article 5 CONTRACT PRICE

Owner shall pay Contractor for furnishing the Goods and Special Services and for performing other services in accordance with the Contract Documents in current funds as follows: See copy of Bid (and attachments) marked Exhibit 1, attached.

Article 6 PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 10 of the Procurement General Conditions and Specification Section 007301 Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the Procurement General Conditions and Specification Section 007301 Supplementary Conditions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price in accordance with paragraph 10.03 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as provided below.

- 6.1.1 Upon receipt of the first Application for Payment accompanied by the Engineer's recommendation of payment in accordance with paragraph 10.01 of the Procurement General Conditions, Owner shall pay to Contractor an amount

equal to 95% of the Contract Price, less such amount as Engineer shall determine in accordance with paragraph 10.02.A.3. of the Procurement General Conditions.

- 6.1.2 The Contractor is notified and accepts by execution of the Procurement Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of receipt of the payment request by the Owner. Owner shall within sixty days after receipt of each Application for Payment with Engineer's recommendation pay Contractor the amount recommended; but in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said sixty day period may be extended for so long as is necessary for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment.
- 6.2 Final Payment. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with paragraph 10.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 10.06. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within sixty days after receipt thereof, pay Contractor the amount recommended by the Engineer.
- 6.3 Payments to Subcontractors. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

Article 7 INTEREST

All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

Article 8 CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents and has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, production and delivery of the Goods and furnishing Special Services and other services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish Goods, Special Services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with paragraph 9.02 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations and resolutions with the terms of the Contract Documents.

Article 9 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Procurement Agreement between Owner and Contractor consist of the following:

- 9.1 This Agreement, pages 1 to 8, inclusive.
- 9.3 Performance and payment bonds.
- 9.4 Certificates of Insurance.
- 9.5 Notice of Award.

- 9.6 Contract Documents and Specifications bearing the title: **Procurement of Wheel Loader with Attachments for Airport Snow Removal at the Hunt Field Airport**, dated February 28, 2023, to include, but not limited to Contract Documents, Specifications, Procurement General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated February 28, 2023, thereof, copy of Table of Contents attached as Exhibit 2.
- 9.7 Contractor's Bid, dated March 21, 2023, including Additional Bid Forms, Exhibit 3.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Any Modification, including Change Orders, duly delivered after execution of Procurement Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be altered, amended or repealed according to paragraph 3.04 of the Procurement General Conditions.

Article 10 MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Article 1 of the Procurement General Conditions shall have the meanings indicated in the Procurement General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the

state when taxes, excises, or license fees to which he is liable becomes payable, agrees:

- 10.4.1 To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
- 10.4.2 That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- 10.4.3 That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

Article 11 OTHER PROVISIONS

- 11.1 No work shall be authorized prior to the execution of the FAA Grant Offer and acceptance of the offer by the Owner.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, 2023.

Owner:

Contractor:

City of Lander, Wyoming

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for giving notices:

Attest _____

Address for giving notices:

Performance Bond

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

PROCUREMENT CONTRACT

Date:

Amount

Description (Name and Location):

BOND

Date (Not earlier than Procurement Contract Date):

Amount:

Modifications to the Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practical after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the

Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after the Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Payment Bond

Any singular reference to the Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

PROCUREMENT CONTRACT

Date:

Amount

Description (Name and Location):

BOND

Date (Not earlier than Procurement Contract Date):

Amount:

Modifications to the Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to the Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contract that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to,

give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Procurement Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

NOTICE OF AWARD

Dated: _____, 2023

TO: Honnen Equipment Company
(BIDDER)

ADDRESS: 150 Salt Creek HWY, Mills, WY 82644

OWNER'S PROJECT NO. FAA/AIP No. 3-16-0016-023-2023 / WYDOT NO. ALN011A
PROJECT: Hunt Field Airport

OWNERS' CONTRACT NO. _____
CONTRACT FOR: Procurement of Wheel Loader with Attachments for Airport Snow Removal
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated March 21, 2023 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Bid Item #1 and Bid Item #2 for the Procurement of Wheel Loader with Attachments for Airport Snow Removal

The Contract Price of your contract is three hundred twenty-one thousand four hundred sixty-eight dollars and five cents (\$ 321,468.05).

Three unexecuted copies of the proposed Procurement Agreement accompany this Notice of Award.

One set of the Contract Specifications and Drawings will be delivered separately or otherwise made available to you immediately. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:


1. You must deliver to the Owner 3 fully executed counterparts of the Procurement Agreement including all the Contract Documents.
2. You must deliver with the executed Procurement Agreement the Certificates of Insurance and Performance and Payments bonds as specified in the Instructions to Bidders; Procurement General Conditions, Article 4; and Specification Section 007301 supplementary Conditions.
3. Award of this Contract is Subject to the approval of the Federal Aviation Administration and WYDOT Areonautics.

4. This award is subject to the availability of the Federal Aviation Administration, Airport Improvement Program (FAA/AIP) Funds, the receipt, and the acceptance of grant offer(s) required to finance this project.

5. Other Conditions and Precedents.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Procurement Agreement with the Contract Documents attached.

 City of Lander, Wyoming
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE) (DATE)

COPY to ENGINEER

NOTICE OF AWARD

K:\220192\40_FINAL DESIGN\2. SPECIFICATIONS\DIVISION 00\III. CONTRACT FORMS\005100 NOTICE OF AWARD LND SRE 023.DOCX

2 of 2



Sentry Insurance - Surety Bond Department
1800 North Point Drive
P.O. Box 8022
Stevens Point, WI 54481
Phone: 800.473.6879

Sentry Select Insurance Company
SURETY BOND FOR THE PROPOSAL OR BID ON A CONTRACT

Bond Number: 2571016006

Date Bond Executed: March 17, 2023
(must not be later than bid opening date)

Surety

Name: Sentry Select Insurance Company
Address: 1800 North Point Dr.
Stevens Point, WI 54481
Incorporated: State of Wisconsin
Telephone: 1-800-473-6879

Principal

Principal's Name: Honnen Equipment Company
Primary Address: 5055 E 72nd Ave
Commerce City, CO 80022
State of Incorporation: Colorado
Type of Organization: Corporation

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
5%	Million(s)	Thousand(s)	Hundred(s)	Cents	3/21/2023	John Deere 624P
	00	16	073	45	FOR: Equipment	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the City of Lander - Hunt Field (hereinafter called the "Obligee") in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations active as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Obligee of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Obligee for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Obligee. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

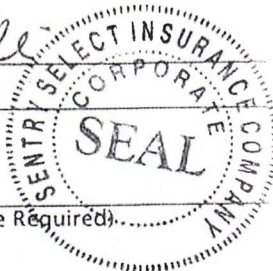
WITNESS:

The Principal and Surety(ies) executed this bond and affixed their seals on the above date.

SURETY

x Colleen A. Rajski
Colleen A. Rajski, Attorney-in-Fact
(Printed Name and Title)

NA
Authorized Countersignature (Where Required)



PRINCIPAL

x Jenny Douglas
Jenny Douglas, Director of Finance
(Printed Name and Title)



**SENTRY SELECT INSURANCE COMPANY
POWER OF ATTORNEY
Bond Number: 2571016006**

Know all men by these presents, that Sentry Select Insurance Company, a corporation duly organized under the laws of the State of Wisconsin, and having its principal place of business in the City of Stevens Point, State of Wisconsin, does hereby make, constitute and appoint MICHELLE M. BAUER, JOHN BAUMAN, DORENE R. BIALAS, NIKKI HEATH, AMY KOEPESELL, JENNIFER M. MURPHY, and COLLEEN A. RAJSKI as its true and lawful Attorneys-in-Fact, for it, and in its name, place and stead, with full power and authority to sign, execute, acknowledge and deliver for and on its behalf as Surety, any and all bonds with an effective date on or after May 5, 2022.

Signed:

Scott A. Miller, President
SENTRY SELECT INSURANCE COMPANY



Attest:

Raina M. Zanow, Assistant Secretary
SENTRY SELECT INSURANCE COMPANY

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Portage)

I, April R. Szydel, Notary Public, do hereby certify that Scott A. Miller and Raina M. Zanow, the President and the Assistant Secretary, respectively, of Sentry Select Insurance Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of May, 2022.



April R. Szydel, Notary Public
My Commission expires 6/1/26

AUTHORIZATION

I, Raina M. Zanow, Assistant Secretary of Sentry Select Insurance Company, hereby certify that Sentry Select Insurance Company is duly licensed to transact fidelity and surety business in all States of the United States of America, that the foregoing Power of Attorney is a correct and true copy of the original Power of Attorney, that said Power of Attorney has not been revoked, and I further certify that the following is a true and exact copy of two resolutions passed by the Board of Directors of Sentry Select Insurance Company at meetings held by said Board, a quorum being present and voting on the date specified below, which resolutions are still in effect:

RESOLVED, that the President or any Vice President in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizance, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons. (Adopted 11 September 1969.)

RESOLVED, that the signature of any Officer authorized by the Bylaws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either for the execution of any bond, undertaking, recognizance or other written obligation in nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. (Adopted 29 April 1971.)

Given under my hand and official seal this 17th day of March, 2023.

Raina M. Zanow, Assistant Secretary
SENTRY SELECT INSURANCE COMPANY



BID FORM

PROJECT IDENTIFICATION:

Hunt Field Airport
Lander, Wyoming
Procurement of Wheel Loader with Attachments
for Airfield Snow Removal

CONTRACT IDENTIFICATION AND NUMBER:

FAA/AIP No. 3-56-0016-023-2023
WYDOT No. ALN011A

THIS BID IS SUBMITTED TO OWNER:

City of Lander, Wyoming
240 Lincoln Street
Lander, Wyoming 82520

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 65 days after the day of Bid Opening. Bidder will sign the Agreement and submit other documents required by the Contract Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a) Bidder has examined copies of all the Contract Documents and of the following addenda:

Addendum Date:

Number of Addendum:

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders;

- b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owners; and

4. Bidder will deliver the Goods and complete the Special Services per the prices established in the following Bid Schedule Summary:

Item Description	Units	Total Price
Item 1. Wheel Loader with Hydraulic Quick Coupler System, 3.5 Cubic Yard General Purpose Bucket, and 5 Cubic Yard Light Material Bucket	Lump Sum	\$ <u>277,833.96</u>
Item 2. 18 Ft. Power Reversible Runway Plow	Lump Sum	\$ <u>43,634.09</u>

5. Bidder agrees that the:

- a) Work will be Substantially Complete and Complete on or before the dates or within the number of calendar days indicated in Article 4 of the Procurement Agreement.
- b) Bidder accepts the provisions of Article 4.4 of the Procurement Agreement as to Liquidated Damages in the event of failure to complete the Work on time.

6. The following documents are attached to, and made a condition of, and incorporated by reference into this Bid if not attached.

- a) Required Bid Security in the form of (Bid Bond), (Certified Check) or (_____).
- b) Non-Collusion Affidavit, Exhibit I.
- c) Joint Venture Statement, Exhibit II (if applicable).
- d) Disadvantaged Business Enterprise Utilization, Exhibit III.
- e) Letter of Intent, Exhibit IV.
- f) Certification of Buy American Compliance for Manufactured Products, Exhibit V.
- g) Specification Compliance Certification, Exhibit VI.
- h) Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII.
- i) The Bidder shall submit as part of their Bid, complete documentation and illustrative descriptions of all major components and systems comprising the Goods offered to demonstrate conformance with the specifications.
- j) The Bidder shall submit as part of the Bid a proposed policy for parts and service availability.

7. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below:

Honner Equipment Company
150 Salt Creek Hwy
Mills, WY 82644

Telephone number: 307-258-0615

Fax number: 307-265-3081

Contact Name and email address: Tony Steen tonysteen@honner.com

8. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Agreement included as part of the Contract Documents have the meanings assigned to them in the Procurement General Conditions, and as may be amended.

9. Bid Opening: March 21st 1400
Date Time

SUBMITTED on March 21st, 2023.

If BIDDER is:

A Corporation

Hennen Equipment Co. of Wyoming, Inc.
(Corporation Name)

WYOMING
(State of Incorporation)

By [Signature]
(Signature of Person Authorized to Sign)

Jerry Douglass, Controller
(Name and Title of Person Authorized to Sign)

Attest [Signature] M. DE MARTIN
(Secretary)

Business Address 5035 E 72nd Ave
Commerce City, CO 80022

Phone No. 303-287-7506

A Joint Venture

By _____
(Signature)

(Name)

(Address)

By _____
(Signature)

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Attest _____
(Secretary)

Business Address _____

Phone No. _____

A Partnership

(Firm Name)

(Signature of General Partner)

(Name of General Partner)

Business address _____

Phone No. _____

Attest _____

(Secretary)

Business Address _____

Phone No. _____

An Individual

By _____

(Signature of Individual)

By _____

(Individual's Name)

Doing business as _____

Business address _____

Phone No. _____

Attest _____

(Secretary)

Business address _____

Phone No. _____

NON-COLLUSION AFFIDAVIT

PROJECT: PROCUREMENT OF WHEEL LOADER WITH ATTACHMENTS FOR AIRPORT
SNOW REMOVAL

AIRPORT: HUNT FIELD AIRPORT
FAA/AIP PROJECT NO. 3-56-0016-023-2023
WYDOT PROJECT NO. ALN011A

Bidder's Name

Honnen Equipment Company

Address

150 SALT Creek Hwy, mills, WY 82644

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The Prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Honnen Equipment Company
(Firm Name)

3-15-23

(Date)

Tony L
(Signature of Responsible Officer)

(SEAL OF CORPORATION)

Territory Manager
(Title)

Subscribed and Sworn to before me, this 15th day of
2023. My Commission Expires 9-21-23

Sandi Carubie

(Notary Public)



JOINT VENTURE STATEMENT

**PROJECT: PROCUREMENT OF WHEEL LOADER WITH ATTACHMENTS FOR AIRPORT
SNOW REMOVAL**

**AIRPORT: HUNT FIELD AIRPORT
FAA/AIP PROJECT NO. 3-56-0016-023-2023
WYDOT PROJECT NO. ALN011A**

PROJECT:
STATE OF _____)
COUNTY OF _____) SS:

We, undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the provisions of the above project:

a. _____
() An Individual
() A Partnership
() A Corporation

b. _____
() An Individual
() A Partnership
() A Corporation

c. _____
() An Individual
() A Partnership
() A Corporation

2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with _____
(Owner), that each of the representations herein set forth is true.

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

PROJECT: PROCUREMENT OF WHEEL LOADER WITH ATTACHMENTS FOR AIRPORT SNOW REMOVAL

**AIRPORT: HUNT FIELD AIRPORT
FAA/AIP PROJECT NO. 3-56-0016-023-2023
WYDOT PROJECT NO. ALN011A**

The owner has calculated and submitted to the FAA Northwest Mountain Region Civil Rights staff for approval, an overall 3-year goal to expend 6.9% (5.82% Race Conscious, 1.82% Race Neutral) of Federal dollars to Disadvantaged Business Enterprises (DBE's).

Although bids for this project will not be evaluated on the bases of DBE participation, Contractors are still highly encouraged to subcontract a portion of their contract to DBE's. DBE's may be employed as contractor's subcontractors, or suppliers.

The Bidder is committed to a minimum _____% DBE utilization on this project.

Contractor _____ *N/A*

State Registration No. _____

By _____
(Signature)

(Name and Title)

Address _____

Phone No. _____

LETTER OF INTENT

PROJECT: PROCUREMENT OF WHEEL LOADER WITH ATTACHMENTS FOR AIRPORT SNOW REMOVAL

AIRPORT: HUNT FIELD AIRPORT
FAA/AIP PROJECT NO. 3-56-0016-023-2023
WYDOT PROJECT NO. ALN011A

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: N/A

Bidder's Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Area Code: _____

Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$_____.

DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.

_____	_____	_____
Authorized Signature	Name of DBE Firm	Date

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

CERTIFICATION OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

PROJECT: PROCUREMENT OF WHEEL LOADER WITH ATTACHMENTS FOR AIRPORT SNOW REMOVAL

**AIRPORT: HUNT FIELD AIRPORT
FAA/AIP PROJECT NO. 3-56-0016-023-2023
WYDOT PROJECT NO. ALN011A**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☒ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

- **Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture;
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Name of Firm Hanner Equipment Company

By [Signature] Territory Manager 3-15-23

(Signature) (Title) (Date)

SPECIFICATION COMPLIANCE CERTIFICATION

PROJECT: PROCUREMENT OF WHEEL LOADER WITH ATTACHMENTS FOR AIRPORT SNOW REMOVAL

AIRPORT: HUNT FIELD AIRPORT
FAA/AIP PROJECT NO. 3-56-0016-023-2023
WYDOT PROJECT NO. ALN011A

1. In submission of this Bid, the Bidder hereby certifies that the goods he/she intends to provide to the Owner ☒ Do ☐ Do Not comply with the design and construction requirements of this procurement specification. If the 'Do Not' box is marked, the Bidder shall attach a detailed description of the item(s) in which the proposed Goods fail to comply with the procurement specification. Failure to submit this information shall be grounds to consider the bid non-responsive.
2. In submission of this Bid, the Bidder hereby certifies that the goods he/she intends to provide to the Owner ☒ Do ☐ Do Not comply with the performance requirements of FAA Advisory Circular 150/5220-20 Airport Snow and Ice Control Equipment, SAE ARP5564 Airport Runway Brooms, and this specification. Equipment testing shall be conducted on standard production models. If the 'Do Not' box is marked, the Bidder shall attach a detailed description of the item(s) in which the proposed Goods fail to comply with the performance requirements specified. Failure to submit this information shall be grounds to consider the bid non-responsive.
3. In submission of this Bid, the Bidder hereby certifies that he/she ☒ Will ☐ Will Not be able to deliver Goods by the date (or in the Contract time) specified in Article 4 of the Procurement Agreement. If the 'Will Not' box is marked, the Bidder proposes to deliver the Goods no later than the following date:

_____.

If an earlier delivery date can be achieved, identify the proposed date:

N/A

Name of Firm Honnan Equipment Company

By [Signature] Territory Manager 3-15-23
(Signature) (Title) (Date)

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

**PROJECT: PROCUREMENT OF WHEEL LOADER WITH ATTACHMENTS FOR AIRPORT
SNOW REMOVAL**

**AIRPORT: HUNT FIELD AIRPORT
FAA/AIP PROJECT NO. 3-56-0016-023-2023
WYDOT PROJECT NO. ALN011A**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

3. The applicant represents that it is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
4. The applicant represents that it is ☐ is not ☒ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

3-15-23
Date


Signature

1-tonner Equipment Company
Company Name

Terriory Manager
Title

BIDDERS LIST INFORMATION

PROJECT: PROCUREMENT OF WHEEL LOADER WITH ATTACHMENTS FOR AIRPORT SNOW REMOVAL

**AIRPORT: HUNT FIELD AIRPORT
FAA/AIP PROJECT NO. 3-56-0016-023-2023
WYDOT PROJECT NO. ALN011A**

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: <i>Honnan Equipment Company</i>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <i>150 Salt Creek Hwt Mills, WY 82644</i>	
Contact Name and Title: <i>Tony Steen - Territory Manager</i>	
Year Firm Was Established: <i>1963</i>	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <i>All</i>	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

BIDDERS LIST INFORMATION

004505-1



PURCHASER NAME AND ADDRESS (First Signer)				DEALER NAME AND ADDRESS			
NAME(First, Middle, Last) CITY OF LANDER AIRPORT				DEALER NAME Honnen Equipment Co.		Dealer Account No. : 170497	
STREET or RR 1540 BUENA VISTA DR				STREET or RR 150 Salt Creek Highway			
CITY LANDER	STATE WY	ZIP CODE 82520	COUNTY Fremont	CITY Mills	STATE WY	ZIP CODE 82644	Phone Number 307-266-4474
PHONE NUMBER 307-332-5390				Date Of Order: Aug 05, 2022			
EMAIL ADDRESS				Dealer Order No.:			
REWARDS #				TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE			
PURCHASER NAME AND ADDRESS (Second Signer)				PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 71 Airports	
NAME(First, Middle, Last)				Add Purchaser to Mailing List (Check One or More)			
STREET or RR				<input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
CITY	STATE	ZIP CODE	COUNTY	PURCHASER IS:		Purchaser Acct.:	
PHONE NUMBER	EMAIL ADDRESS			<input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN	
REWARDS #				NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County FREMONT		Use State/Province WY	COUNTY CODE 13
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials) _____			

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				JOHN DEERE 624 P-Tier Wheel Loader			\$ 265,085 07
- DECLINED :John Deere Extended Warranty :								
1	x				2023 WAUSAU 1850 BMP Blue Max Airport Plow	0		\$ 43,634 09
- DECLINED :John Deere Extended Warranty :								
1	x				2023 CRAIG 5 yd Light Material Bucket	0		\$ 12,748 89
(1) TOTAL CASH PRICE								\$ 321,468 05

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:				
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 321,468 05
			(5) COUNTY TAX - (0.00%)	\$ 0 00
			(6) DOC FEE	\$ 0 00
			(7) SUBTOTAL	\$ 321,468 05
			(8) RENTAL APPLIED	\$ 0 00
			(9) CASH WITH ORDER	\$ 0 00
			(10) BALANCE DUE (7-(8 & 9)	\$ 321,468 05



Quote ID: 27199565

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser (First Signer)	CITY OF LANDER AIRPORT	Signature		Date	
Purchaser (Second Signer)	 	Signature		Date	
Dealer Representative	Honnen Equipment Co.	Signature		Date	
Salesperson	STEEN, TONY	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: 	Purchaser Signature
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PRODUCTS

JOHN DEERE 624 P-Tier Wheel Loader

Shipping Address

Code	Description	Quantity
Options		
6041DW	624 P Wheel Loader	1
183E	JDLink™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0613	Level 3 Trim	1
0659	Level 4 Performance	1
0951	Rear Camera (Primary Display)	1
1100	Less Detection System	1
1301	Left Side Steps	1
2201	Less Payload Scale w/ Cycle Counter	1
4095	John Deere 6.8L - FT4/SV	1
5117	Michelin XSNOPLUS - 20.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	1
5554	Full Coverage Front & Rear Fenders w/ Mudflaps	1
6522	Rear Counterweight & Rear Hitch w/ Pin	1
7026	Joystick Controls	1
7055	Four Function Hydraulics	1
7403	Hydraulic Coupler - JRB 416 Pattern	1
7458	Bolt-On Cutting Edge	1
7500	Less Fork Frame	1
7700	Less Tines	1
7827	3.50 YD (2.70 CM) Enhanced Performance	1
8295	Heated And Powered Exterior Mirrors	1
8500	Cold Weather Package	1
8502	Maintenance and Service Package	1
8505	Guards - Transmission & Bottom	1

2023 WAUSAU 1850 BMP Blue Max Airport Plow

Shipping Address

Code	Description	Quantity
Options		
Dealer	1850 BMP Blue Max Airport Plow	1

2023 CRAIG 5 yd Light Material Bucket**Shipping Address**

Code	Description	Quantity
Options		
Dealer	5 YD Light Material Bucket	1



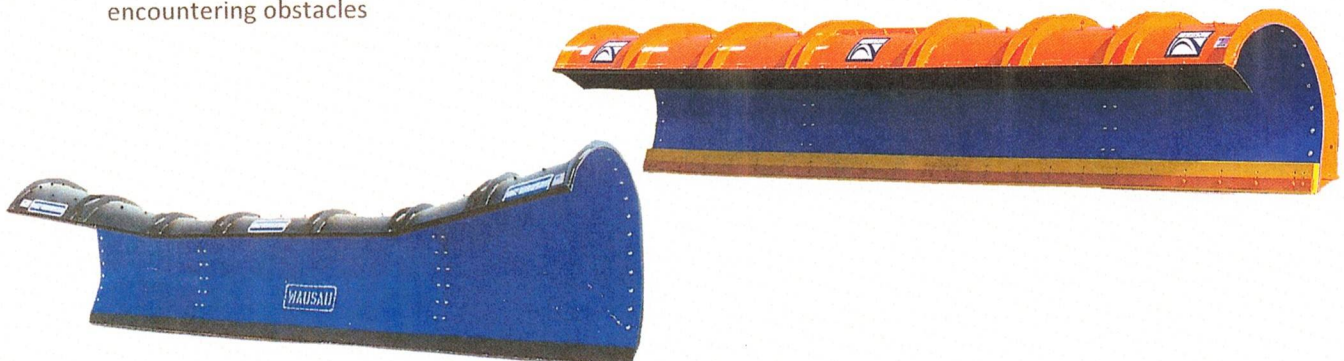
BlueMax™

High Speed Runway Plows



FEATURES

- UHMW Polyethylene moldboard- Exceptional toughness in all temperature ranges
- Deep moldboard curvature- Concentrates snow into high velocity stream for maximum casting distance
- 120" wide frame- Provides maximum strength and long lift. Fully welded box-section, solid steel construction
- 6 Isomer cushions- Protects plow, truck and driver from damage when encountering obstacles
- 4-1/2" Reversing Cylinders- Heavy-Duty cylinders are adjustable for quick, positive angling
- Adjustable moldboard pitch- 65°, 75°, 85° Quick manual adjustment to match snow depth and density
- Available with Flared or Straight Discharge ends
- Choice of cutting edges- Carbide, Rubber, Polyurethane, Ceramic Composite or Steel



WAUSAU EQUIPMENT COMPANY, INC.

MODEL	LENGTH	CUTTING WIDTH	HEIGHT	RIBS	WEIGHT
BMP 1450	14'	12'0"	50"	10	3,530 lbs.
BMP 1750	17'	14'4"	50"	10	4,400 lbs.
BMP 1950	19'	16'1"	50"	12	4,600 lbs.
BMP 2050	20'	17'0"	50"	12	4,700 lbs.
BMP 2250	22'	18'7"	50"	14	4,800 lbs.
BMP 2450	24'	20'7"	50"	14	4,900 lbs.



STANDARD BMP

MODEL	LENGTH	CUTTING WIDTH	HEIGHT CENTER	DISCHARGE HEIGHT	WEIGHT
BMP 1450HW	14'	12'0"	50"	62"	3,530 lbs.
BMP 1850HW	18'	15'2"	50"	62"	4,800 lbs.
BMP 2050HW	20'	17'0"	50"	66"	5,000 lbs.
BMP 2250HW	22'	18'7"	50"	69"	5,100 lbs.
BMP 2450HW	24'	20'0"	50"	72"	5,300 lbs.



BMP HOT WING

OPTIONS

- "Hands Free" Ultimate hitch
- 40" Hustings hitch
- Mounting kit for wheel loaders
- Severe Service casters with anti-shimmy disc brakes with dual pneumatic 180/70 R8 tires
- Illuminated plow guides
- Nitrogen-filled caster tires
- Foam-filled caster tires
- Central auto lube system
- Poly cover kit
- Storage Stands
- 90 degree- 12" rubber deflectors
- Nitrite cylinder rods

⇒ **Contact us today!**

Call 262-784-6066 or email us at sales@wausauequipment.com



WAUSAU EQUIPMENT COMPANY

1905 South Moorland Road, New Berlin, WI 53151-2321 • www.wausauequipment.com

262-784-6066 • sales@wausauequipment.com • ISO 9001: certified

March 9, 2015

John Lemke
Wausau Equipment Company Inc.
1905 S. Moorland Road
New Berlin, WI 53151

Subject: Moldboard Poly Certification

To Whom It May Concern:

The Wausau Equipment Company Inc., an ISO 9000-2000 certified manufacturer of municipal and airport equipment, certifies that the polymer material used as a moldboard skin in the production of its plows conforms to the American Society for Testing and Materials standards and has:

"an abrasion resistance of 15. Ultra High Molecular Weight (UHMW) as rated by ASTM G75-01 sand slurry testing. In addition, the sheet shall evidence no break following izod impact test conducted in accordance with ASTM D256A.

The sheet shall be formed from a polyethylene material, which is made from new resin (recycled material is not acceptable), and shall be color impregnated and ultra violet stabilized to a "Wausau Blue" pigmentation."

If there are any questions please do not hesitate to contact me directly.

Sincerely,

John Lemke

John Lemke
Senior Sales Administrator

Corporate Headquarters:

Wausau-Everest L.P.
1905 South Moorland Road
New Berlin, WI 53151-2321 U.S.A.
800-788-6066
262-784-6066
262-784-6720 fax

Wausau Equipment Company, Inc.
1905 South Moorland Road
New Berlin, WI 53151-2321 U.S.A.
800-788-6066
262-784-6066
262-784-6720 fax
ISO 9001:2000 Certified

Everest Equipment Co.
1077 Westmount
Ayer's Cliff, Quebec J0B 1C0
CANADA
819-838-4257
819-838-5653 fax



STATE OF WYOMING

CERTIFICATE OF RESIDENCY

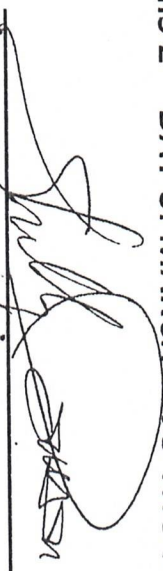


Contractor Number: 1192

THIS CERTIFIES THAT:

HONNEN EQUIPMENT CO OF WYOMING, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED. GRANTED THIS 2ND DAY OF MARCH TWO THOUSAND AND 23


Wichele Johnson, Program Manager

EXPIRATION DATE: 3/1/2024



To verify the authenticity of the certificate, please contact our office at 307-777-7261 or visit wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 0203202326

MORTGAGE

The City of Lander, a Wyoming municipal corporation, (Mortgagor) whose address is 249 Lincoln Street, Lander, Wyoming 82520, to secure the repayment of a Three Million Dollars (\$3,000,000.00) loan payable with an interest rate of two percent (2%) per annum as more fully set forth in the Non-Recourse Promissory Note, which is Attachment B to the Business Ready Community Grant and Loan Program Agreement Between the Wyoming Business Council, Investments Division and the City of Lander dated June 27, 2022, from the Wyoming Business Council. Investments Division (Mortgagee), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002, do hereby mortgage and warrant to the Mortgagee the following described real estate (the Property) situated in the County of Fremont, City of Lander, in the State of Wyoming, together with all improvements now or hereafter erected thereon as described below.

Artery Hart Subdivision Lot 1 QDC 2021-1436069, City of Lander, Fremont County, Wyoming.

The Mortgagor agrees to pay the indebtedness hereby secured and all future advances, renewals, extensions and modifications hereto and all other sums advanced to protect the security of this Mortgage. Mortgagor also agrees to pay all taxes, assessments and encumbrances on the Property. In case the Mortgagor shall fail to pay any taxes, assessments or encumbrances, the Mortgagee may pay them. All sums paid shall be added to and considered part of the above indebtedness secured by this Mortgage, and shall accrue interest at the same rate.

Other than normal wear and tear, Mortgagor will commit, permit or suffer no waste, impairment or deterioration of the Property nor any part thereof. The Property shall be continuously maintained in good order, repair, and condition by the Mortgagor at its expense. In the event of any failure on the part of Mortgagor to comply with this covenant, the Mortgagee may, after notice and opportunity to cure, effect repairs it deems necessary to protect the Property and add those costs incurred to Mortgagor's indebtedness secured by the Mortgage. Any such costs shall accrue interest at the same rate as Mortgagor's existing indebtedness.

Mortgagor shall pay all taxes, assessments, charges, fines, liens and impositions attributable to the Property which may attain priority over this Mortgage. Mortgagor shall maintain full coverage insurance on the property in the minimum amount of the Promissory Note with the Mortgagee listed as loss payee. Mortgagor shall pay these obligations on time directly to the person owed payment. If Mortgagee requires, Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph together with receipts evidencing the payments.

Mortgagor agrees that any voluntary or involuntary encumbrance on the Property caused or allowed by Mortgagor subsequent to the date of this Mortgage and the Promissory Note which places Mortgagee's interest at risk, without Mortgagee's express written consent, shall result, at Mortgagee's option, in acceleration of the debt due pursuant to this Mortgage. Mortgagee may, its option and after written notice to Mortgagor and allowing for thirty (30) days for Mortgagor to cure the encumbrance, foreclose upon the Mortgage by judicial action if the lien or encumbrance is not removed or if the entire debt secured by the Mortgage is not paid.

Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection. Such notice shall

specify reasonable cause for the inspection.

In the event Mortgagor defaults in the payment of the secured indebtedness or the interest thereon, and fails to cure after notice as set forth above, or any part of such principal or interest when the same shall become due, or defaults with respect to any of the covenants and agreements hereof, the whole indebtedness and any interest thereon shall, at Mortgagee's option, become immediately due and payable. Should this occur, Mortgagee's legal representatives or assigns shall have the power to pursue a judicial foreclosure of the Mortgage.

In case of default and acceleration of the indebtedness as provided for herein, or in case of abandonment of the Property, or at any time prior to the expiration of any period of redemption, Mortgagor hereby assigns to Mortgagee the rents of the Property and further consents that Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and collect the rents and profits therefrom, including any past due rents. All rents collected by or for Mortgagee shall be applied first to payment of the costs of management of the Property and collections rents due, and then to the Mortgagor's indebtedness secured by this Mortgage. Mortgagee shall be liable to account only for rents actually received.

Mortgagee may at any time and from time to time, without notice to, and without the consent of any other person or entity (except for Mortgagor in the case of a modification of the terms of the Promissory Note or this Mortgage): (1) extend the time of payment for the indebtedness secured by the Mortgage; (2) agree to modify the terms of the Promissory Note or this Mortgage; (3) release any person liable for payment of any indebtedness secured by the Mortgage or for performance of any obligation; (4) release all or any part of the security held for the indebtedness secured by this Mortgage; and (5) exercise or refrain from exercising or waive any right Mortgagee may have.

If Mortgagor sells all or any part of the Property or sells or transfers any interest in it, Mortgagee may, at its option, require immediate payment in full of Mortgagor's indebtedness secured by this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than forty-five (45) days from the date notice is mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to make payment within that forty-five-day period, Mortgagee may invoke any further remedies permitted under this Mortgage without further notice to or demand on Mortgagor.

This Mortgage shall be governed by the laws of the State of Wyoming.

The covenants contained in this Mortgage shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender includes all genders.

This Mortgage is being granted to the Mortgagee to satisfy the terms and conditions of the Business Ready Community Grant and Loan Program Loan Agreement Between the Wyoming Business Council, Investments Division and the City of Lander, dated June 27, 2022, and is hereby incorporated into the Mortgage as if fully set forth herein. Upon Mortgagor's satisfaction of all terms and conditions of this Mortgage, Mortgagee shall relinquish all right, title, and interest in the real property identified herein and shall file a satisfaction of mortgage containing

the terms acceptable to Mortgagee in the real property records of Fremont County, Wyoming.

Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of Wyoming.

DATED this ____ day of _____, 2023

CITY OF LANDER

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by
_____, of _____ this _____ day of _____, 2023

Witness my hand and official seal.

Notary Public

My commission

CATEGORY		RATE
1. New Construction and Alterations IBC/IRC		Valuation Table
Equipment/Materials including labor		
		1% of contract amount with
	a. Siding, soffit, fascia and gutter	\$30 minimum
	b. Electrical Service Inspection	\$75 minimum
	c. Electrical Alteration	\$30 minimum
	d. Mechanical (Equipment Replacement)	\$50 minimum
	e. Plumbing Alteration	\$30 minimum
	f. Water Heater Replacement	\$30 flat fee
	g. Gas Piping Pressure Test	\$30per test
	h. Water or Sewer Replacement	\$60 minimum
2. Reroofing Permits		
	Residential Reroof (area >100 sf)	\$60
	Commerical Reroof	1% of contract
3. Communication Facilites		
	Cell buildidngs/towers, etc.	\$325
4. Manufactured Home Placement (HUD Standard)		\$200
5. Signs		\$0.53 per sf of sign face or \$39 minimum
6. Commercial Plan Review Fees		
	a. Third Party Plan Review Fees	Actual Cost
	b. In House Plan Review Fees	10% of Building Permit Fee
7. Accessory Building Placement-Temporary and Permenant placement of storage and skid structures 30 days or more		\$100
8. Fence Permits		
	a. Installed in right-of-way	\$30
	b. Fences Exceeding 7' in height (engineering required)	\$30
	c. Fences not exceeding 7' in height and installed on owner's property	no fee
9. Permit Violation Fee		
	Working without permit, work other than permitted	2 times the permit fee
		\$100 minimum
10. Encroachment/Street Cut Fees		
	a. Street/Alley (paved)	\$325 base + \$0.25 per sf
	b. Sidewalk repair/replacement	\$35 per lineal foot
	c. Street/Alley (Unpaved)	\$50 per lineal foot
11. Commercial and Residential Child/Adult Care Permit		

<i>To include annual fire safety inspection as required by WDH</i>	a. New	\$100
	b. annual inspection	\$50
12. Board of Appeals Hearing		\$200
13. Call Back Fee		\$60
Inspector called and site not ready		

2023 Strategic Plan Priority List	CATEGORY
Adopt and Implement Infrastructure Master Plans (Water service, Sewer Service, storm drainage, Airport, ditches, Construct 2020 Safe Routes to Schools projects and 2020 Long Range Transportation Plan action items. Prioritize Building Maintenance, ADA (Americans with Disabilities Act) and Energy Efficient plans for all City Determine level of Section 205 Flood Mitigation Project Implementation and update FEMA (Federal Emergency Fund/Build Table Mountain Living Community Memory Care Assisted Living Look into attainable housing opportunity by updating zoning regulations, Subdivision Rules, and Infrastructure Maintain revenue streams of 1 cent Optional Tax (5th cent) and 1/2 cent Economic Development Tax which go to Determine use of 2024 one-time additional direct disbursement Implement systematic code enforcement with Code Enforcement Officer	CATEGORY A - TOP PRIORITY -
Build Senior Center Maintenance Endowment funds Develop more interactive partnership with LEDA (Lander Economic Development Association) for economic-	CATEGORY B - SECOND PRIORITY -
Fund Airport MRG (Minimum Revenue Guarantee) as a part of our sustainable Economy Evaluate level of providing and subsidizing Recreation programs and facilities Fund new parks infrastructure development after adoption of the 2023 Master Plan Fund Land acquisition for infrastructure construction, Revenue opportunities like Enterprise Park, and Recreation Adopt a Green House Gas Emmisions Goal OR a Clean Energy goal with input from the Energy and Efficiency Task Fiber inter-connectivity between facilities to maintain our SCADA (Supervisory Control and Data Acquistion),	CATEGORY C - THIRD PRIORITY -

LANDER CITY COUNCIL STRATEGIC PLAN PRIORITY LIST

FIRST PRIORITIES



Implement Water
Master Plan



Safe Routes
to Schools



Code
Enforcement



Building Maintenance,
ADA, Energy Efficiency



Memory Care
Assisted Living



Flood Mitigation,
FEMA Mapping



Attainable
Housing

SECOND PRIORITIES



Senior Center
Maintenance Funds



LEDA Partnership
Economic Development

THIRD PRIORITIES



Fund
Air Service



Recreation
Programming



Ambulance
Service



New Parks
Development



Land Acquisition for
Economic Development



Green House
Gas Goal



Fiber Inter-Connectivity
between Facilities



Wyoming
Association of
Municipalities
Building Strong Communities

TO: **All Mayors**

FROM: Earla Checchi, Finance Manager

SUBJECT: **Voting Delegates for the 2023 WAM Summer Convention**

DATE: March 15, 2023

We are requesting that your municipality's governing body appoint its **Official Voting Delegate** and **alternate** to WAM's Summer Convention Business Meeting, held Thursday, June 8, 2023, in Cody. Items that your Voting Delegate will be voting on may include By-law changes, Resolutions, Membership Dues. **Any** individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the **only one allowed to vote** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and email, mail, or fax it to WAM by Friday, May 26, 2023. We appreciate your cooperation and prompt action on this matter to ensure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the conference at the last moment, you may re-appoint someone else. For this change to be accepted we do need the change **in writing**. You may send/fax it to the WAM office by **Friday, May 26** or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk **by Wednesday, June 7 before 12:00pm.** After that time, changes will not be accepted.

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the June business meeting!

**WYOMING ASSOCIATION OF MUNICIPALITIES
2023 WAM SUMMER CONVENTION
OFFICIAL VOTING DELEGATE FORM**

The following person has been selected as the ***Official Voting Delegate*** for the 2023 WAM Summer Convention Business Meeting in Cody, Thursday, June 8, 2023.

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest: _____ (City/Town Clerk)

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN May 26, 2023.

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 275-8376, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org



Wyoming
Association of
Municipalities

Building Strong Communities

TO: All Mayors, Council Members, and Department Heads
(Clerks, please copy and distribute to the above)
FROM: Dave Fraser, Executive Director
DATE: February 16, 2023
SUBJECT: 2023 Resolutions for the Laramie WAM Summer Convention -
Deadline for Submission – Monday, May 8, 2023

To give each municipality, the opportunity to participate in creating Legislative policies, you are encouraged to submit proposed resolutions for the 2023 WAM Summer Convention which will be held in Cody, June 7-9, 2023. The WAM Board of Directors use resolutions passed by the WAM membership as a basis to set Legislative priorities for the coming year.

The Wyoming Association of Municipalities mission is to advocate for cities and towns' **common interest** and provide educational opportunities for our members.

Resolutions must be submitted to the WAM Office **on or before Monday, May 8, 2023**, for review by the Resolutions Committee at the Cody Summer Convention in June. Email submissions are accepted at checchi@wyomuni.org, but please follow up with an original through the mail.

Each resolution submitted by the deadline date of May 8, will be re-circulated to all member cities and towns by the end of May, giving all cities and towns the opportunity to review the resolutions at their May Council Meetings for any actions they may choose to make about the resolutions received. A copy of the Resolution Adoption Procedures is attached for your review.

WAM Resolution Hints

- Keep it short. No more than four or five "WHEREAS" clauses, and only one "RESOLVED" clause, if possible.
- Keep it simple. Stick to the issue and keep the numbers to a minimum.

Note: All resolutions for consideration at the WAM Convention must have been approved by the governing body of a member municipality.

**PROCEDURES TO BE FOLLOWED FOR CONSIDERATION OF RESOLUTIONS
AT THE WAM ANNUAL BUSINESS MEETING**

1. No resolution shall be submitted for debate or for vote at the Resolutions Committee or Annual Business Meeting unless it is germane to the functions and purposes of the Wyoming Association of Municipalities.
2. No resolution shall be considered at the Annual Business Meeting of the Wyoming Association of Municipalities unless it is received in the Association's Cheyenne office on or before May 8, 2023, preceding the Annual Convention and Business Meeting of the Wyoming Association of Municipalities.
3. All resolutions must be in resolution form, voted on and approved by the City Council or Town Council of a member city/town.
4. All resolutions received on or before May 8, 2023, will be reproduced and circulated to all member municipalities by the end of May. This gives municipalities the chance to review the resolutions at their May Council Meeting and take any action they feel necessary.
5. All resolutions received on or before May 8 will be considered by the Resolutions Committee of the Wyoming Association of Municipalities which will then make a recommendation of "do pass" or "do not pass" and will present the resolutions at the Annual Business Meeting.
6. Any member city or town can attend the Resolutions Committee Meeting and take part in the discussion of the resolutions. However, only members of the Resolutions Committee may make motions and vote on matters before the Committee.
7. The membership of the Resolutions Committee shall have a Chairman and six members made up of Council Members, Mayors, Administrators, or Attorneys from member cities and towns appointed by the WAM President.
8. Notwithstanding the above provisions, a resolution may be considered upon three-fourths vote of the members of the Resolutions Committee, if exceptional circumstances prevent submission of the proposal as regularly provided.

SAMPLE RESOLUTION ONLY

RESOLUTION No. 2023-2

A RESOLUTION TO CREATE UTILITY AND OTHER MUNICIPAL SERVICES LIEN AUTHORITY FOR MUNICIPALITIES AND JOINT POWERS BOARDS

WHEREAS, municipalities in Wyoming have become aware of problems relating to the ability of the municipalities and joint powers boards to collect past due utility and other municipal service bills; and

WHEREAS, the current law of the State of Wyoming allows irrigation districts, water and other improvement districts to create liens under the right circumstances or have statutorily been granted automatic and perpetual liens under certain circumstances; and

WHEREAS, there is nothing similar to the creation of a lien found in zoning regulations or any other powers granted to a municipality or joint powers board in current state laws of the State of Wyoming;

NOW, THEREFORE, BE IT RESOLVED that the Town/City of _____ supports such legislation as may be necessary to provide authority to a municipality or joint powers board to create a lien arising from past due bills for public utilities and other municipal services necessary to correct hazardous conditions.

Approved on this (date)_____

Mayor

Clerk

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER
AMENDMENT NO. 1

This Standard Form of Agreement Between Owner and Design-Builder Amendment No. 1 ("**Amendment**") is entered into by the parties on **4/11/2023** ("**Effective Date**") and is by and between:

Owner	City of Lander 240 Lincoln Street Lander, WY 82520
Design-Builder	Erdman Company One Erdman Place, Suite 300 Madison, WI 53717

This Amendment modifies the agreement entered into by Owner and Design-Builder on May 17, 2022, along with any other subsequent amendments entered into by the parties prior to the Effective Date (collectively the "Contract"). Owner and Design-Builder are each a "**Party**"; together, they are the "**Parties**." The Parties agree to amend the Contract as follows:

1. **Design-Builder's Work.** The Design-Builder's Work, as described in Article 4 and Exhibit D of the Contract, is modified as follows.

ERDMAN has developed a VE list of items to be removed from scope or altered in design to reduce the anticipated project budget. Items identified have been assigned an approximate cost and reviewed with the owner for direction on desired plan modifications. Modifications will be made as excepted by the owner to the drawings, including re-engineering the foundation system to a shallow foundation design, reducing the stone cladding, remove exterior chimney, cap and associated structure, and revising specifications as directed.

2. **Contract Time.** Design-Builder's schedule for the performance of its Work is modified as follows.

Revisions to the drawings and specifications will be made upon approval of this amendment and will be completed no later than 6/1/2023 in alignment with anticipated bid date.

3. **Compensation.** Design-Builder's compensation, as described in Article 2 of the Contract, is modified as follows.

The proposed fee for the scope review and estimating work completed and the additional work needed to revise the construction documents is \$160,000

[SIGNATURE PAGE FOLLOWS]

All provisions of the Contract, except as modified by this Amendment, remain in full force and effect and are reaffirmed. This Amendment is entered into as of the Effective Date.

CITY OF LANDER, WYOMING

ERDMAN COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

RESOLUTION 1285
THE CITY OF LANDER FEE SCHEDULE 2023-23
A RESOLUTION AMENDING RESOLUTION 1249

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, 2023 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 internment)		\$ 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
DISINTERNMENT	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
HVAC		
	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
PAWNBROKER	Initial fee/annual renewal	\$350.00/\$ 200.00
PLUMBING		
	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
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
	<u>COMMUNITY CENTER</u>	
ROOM RENTAL RATES	Full center single day	\$965.00/day
	Full center 2-4 days	\$925/day
	Full center over 5 days	\$880/day
	Main Room only	\$675.00/day
	Bar & Lobby only	\$275.00/day
	Kitchen only	\$330.00/day
	Meeting rooms (3 each) hourly/daily	\$30.00 each/hour \$150.00 each/day

COMMUNITY CENTER 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/WINERY 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		\$200.00
WINERY OFF PREMISE PERMIT		\$50.00/day
MANUFACTURED OFF PREMISE PERMIT		\$50.00/day
CATERING PERMIT		\$50.00/day
MALT BEVERAGE PERMIT		\$50.00/day
MALT BEVERAGE FOR MICROBREWERY		\$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
SNOW REMOVAL – COMMERCIAL (pre-approved permit only)	Up to 5000 sq ft lot	\$500.00
SNOW REMOVAL – COMMERCIAL (pre-approved permit only)	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
	<u>RODEO FACILITIES</u>	
RENTAL FEES – DAY USE	1- 100 50 People	\$100.00/day
	51-150 People	\$125/day
	100 151-500 300 People	\$ 200 300.00/day
	301-500 People	\$500/day
	Over 500 People – no gate fee	\$ 300 1000.00/day
	All ticketed events 10% of gate fee	10% of gate fee Maximum of \$4,000

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	1-20 People	\$100/day
	21-150 People	\$125/day
	151-300 People	\$200 300/day
	301-500 People	\$300 500/day
	Over 500 People	\$450 1000/day
	Reservation for use of Stage	\$100.00/event
	All ticketed events- 10% of gate fee	10% of gate fee Maximum of \$4,000
FULL PARK EXCLUDING PLAYGROUND AND CAMPING		\$1,000.00/day
DAMAGE DEPOSIT	% Refundable depending on damage	\$50.00
GAZEBO/DILLON/CENTENNIAL	1-20 People	\$50/day
	21-150 People	\$100/day
	151-500 People	\$150/day
	Over 500 People	\$250/day
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 1-3 lots, replats)	no fee
	Minor Plat (new with 4-5 lots)	\$500.00
	Subdivision Final Plat	\$750.00/Lot

Water and Sewer Rates ~~Schedule A~~[Adopted by separate resolution](#)

Building Department Fees Schedule ~~AB~~

PASSED APPROVED AND ADOPTED THE 13th DAY OF JUNE, 2023

THE CITY OF LANDER
A Municipal Corporation

BY: _____

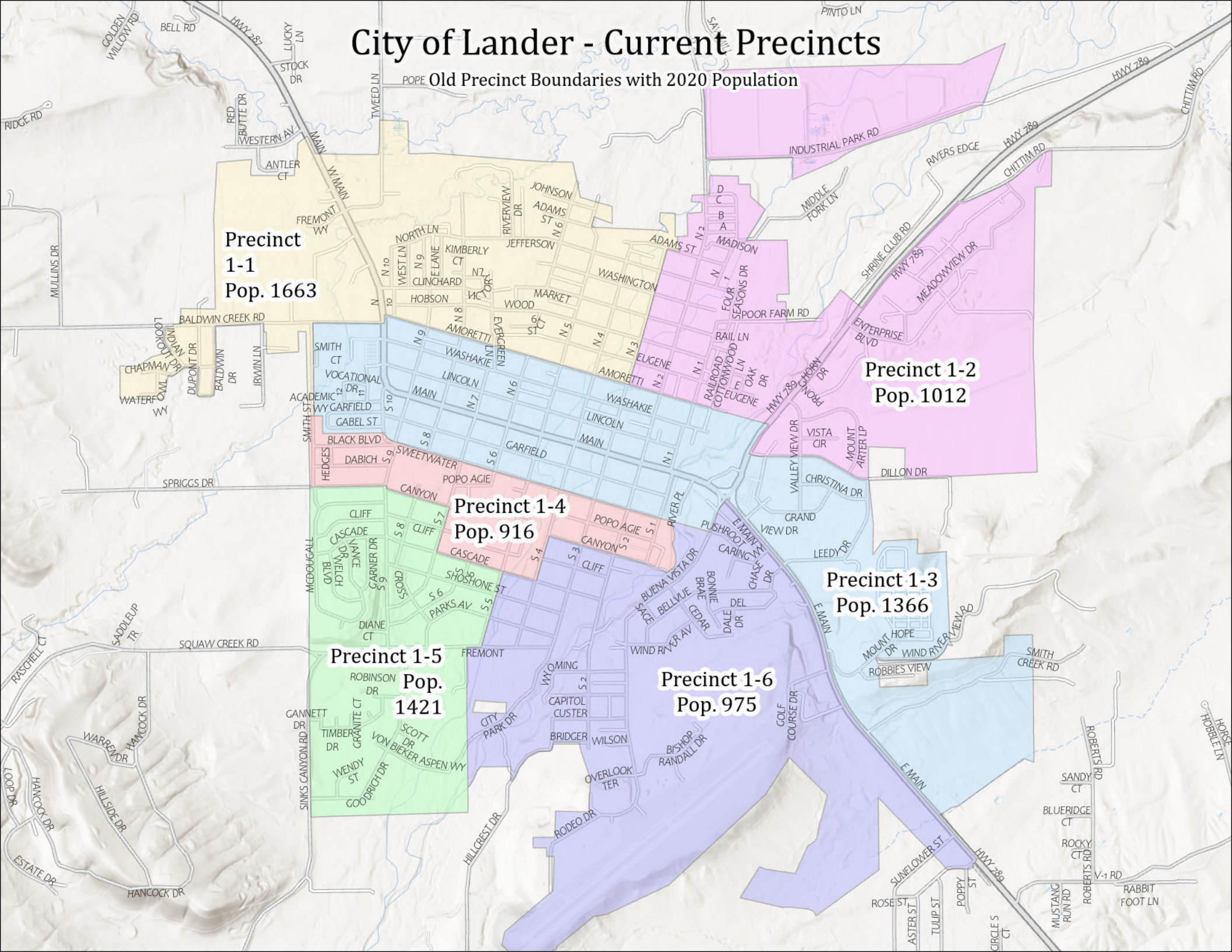
Monte Richardson, Mayor

ATTEST: _____
Rachelle Fontaine, City Clerk

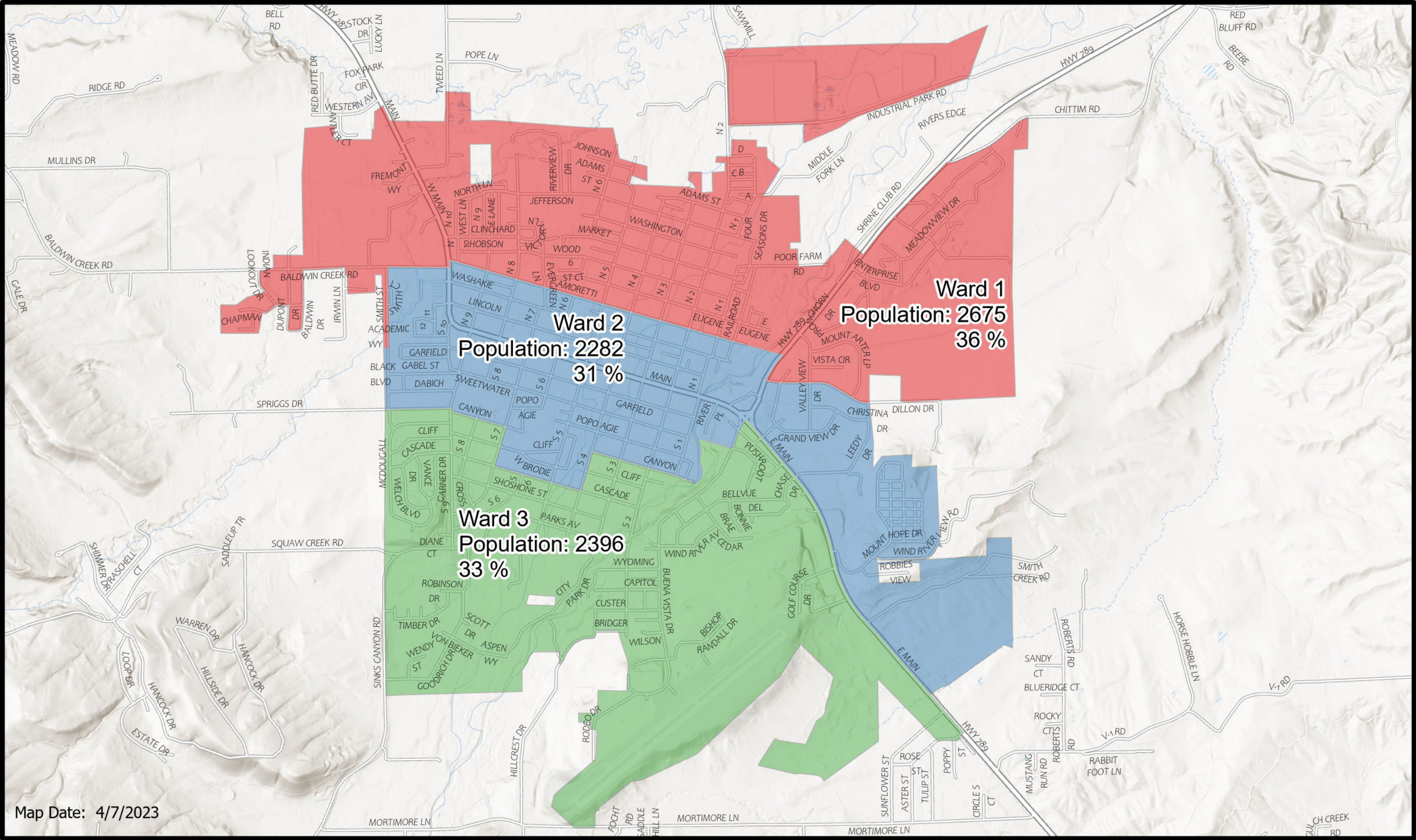
DRAFT

City of Lander - Current Precincts

Old Precinct Boundaries with 2020 Population



Current Lander Voting Wards Using 2020 Census Data



ORDINANCE NO. 442

AN ORDINANCE ESTABLISHING WARDS AND DESCRIBING THE BOUNDARIES THEREOF AND FIXING THE NUMBER OF COUNCILMEN TO BE ELECTED FROM EACH WARD: DECLARING AN EMERGENCY AND REPEALING ORDINANCE OR PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED by the Mayor and City Council of the City of Lander, Fremont County, Wyoming:

Section 1: The City of Lander, Wyoming is hereby divided into three Wards, each of which has a population of more than 1000 in habitants and the boundaries of each of which are hereinafter described.

Section 2: Each ward is described as follows:

Ward No. 1

That portion of the City of Lander which is bounded on the west, and north and east by the existing city limits line; and on the south by a line whose description is as follows:

Beginning on the West City limits line at its intersection with the north line of Section 13, T33N, R100W, 6th P.M.; Thence east along said north line of Section 13 to the Township line between Townships 33 North, Range 99 West, and 33 North, Range 100 West; thence north along said Township line to its intersection with the centerline of Amoretti Street; thence easterly along said centerline of Amoretti Street and its easterly extension to the east city limits line.

Ward No. 2

That portion of the City of Lander which is bounded on the east and west by the existing city limits line; on the north by the following described line;

Beginning on the west city limits line at its intersection with the north line of Section 13, T33N, R99W, 6th P. M.; thence east along said north line of Section 13 to the Township line between Townships 33 North, Range 99 West, and 33 North, Range 100 West; thence north along said Township line to its intersection with the centerline of Amoretti Street; thence easterly along said centerline of Amoretti Street and its easterly extension to the east city limits line.

and on the south by the following described line:

Beginning at the intersection of the west city limits line and the centerline of spriggs drive; thence east along the centerline of Spriggs Drive to the Township line between Townships 33 North, Range 99 West, and 33 North, Range 100 West; thence south along said Township line to the centerline of Canyon Street; thence easterly along the centerline of Canyon Street to the centerline of Seventh Street; thence southerly along the centerline of Seventh Street to the centerline of Cascade Street; thence easterly along the centerline of Cascade Street to the centerline of Fourth Street; thence northerly along the centerline of Fourth Street to the centerline of Canyon Street; thence easterly along the centerline of Canyon Street to the east line of the Baldwin Estate Addition; thence southeasterly in a direct line to the southwest corner of Block 197 of the Buena Vista Park addition which is on the westerly extension of the north boundary of the Chevy Chase 1st and 2nd Additions; thence east along the north boundary line of said Additions and its westerly extension to the east city limits line.

WARD No. 3

That portion of the City of Lander which is bounded on the east, west, and south by the existing city limits line; and on the north by the following described line:

ORDINANCE NO 442 Cont.

Beginning at the intersection of the west city limits line and the centerline of Spriggs Drive; thence east along the centerline of Spriggs Drive to the Township line between Townships 33 North, Range 99 West, and 33 North, Range 100 West; thence south along said Township line to the centerline of Canyon Street; thence easterly along the centerline of Canyon Street to the centerline of Seventh Street; thence southerly along the centerline of Seventh Street to the centerline of Cascade Street; thence easterly along the centerline of Cascade Street to the centerline of Fourth Street; thence northerly along the centerline of Fourth Street to the centerline of Canyon Street; thence easterly along the centerline of Canyon Street to the east line of the Baldwin Estate Addition; thence southeasterly in a direct line to the southwest corner of Block 197 of the Buena Vista Park Addition which is on the westerly extension of the north boundary of the Chevy Chase 1st and 2nd Additions; thence east along the north boundary line of said Additions and its westerly extension to the east city limits line.

Section 3: Two Councilmen shall be elected from each Ward aforesaid in the manner and for the terms provided by law.

Section 4: All Ordinances, or parts of Ordinances, in conflict herewith be and the same are hereby repealed.

Section 5: There being an emergency existing therefor, and such being proclaimed by the Mayor, this Ordinance shall take effect and be in force from and after its passage, adoption and approval.

PASSED, ADOPTED AND APPROVED, By the Town Council of the Town of Lander, Fremont County, Wyoming, this 3 day of September, 1963.

ATTEST:

Saul R. Hallam
Mayor

Allard H. Caudron
City Clerk

STATE OF WYOMING)
) SS
COUNTY OF FREMONT)

I, Allard H. Caudron, the duly appointed, qualified and Acting City Clerk of the City of Lander, Wyoming, do hereby certify that the above foregoing Ordinance Number 442, was regularly published on September 4th this day of our Lord, 1963, in the manner prescribed by Statutes by posting one copy of said Ordinance on the front door of the City Hall, and two copies in two other prominent places in the City of Lander for the period of ten days, and that thereafter such Ordinance became in full force and effect on the Thirteenth day of September 1963.

Allard H. Caudron
City Clerk