

**AMENDMENT ONE TO PROJECT AGREEMENT  
LANDER WELL AND TRANSMISSION PIPELINE 2021**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and CITY OF LANDER, Fremont County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF LANDER, 24 Lincoln Street, Lander, WY 82520.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2025 Wyo. Sess. Laws, modifying the Lander Well and Transmission Pipeline 2021 (PROJECT) by increasing the appropriation and extending the reversion date.

The original Project Agreement, dated June 25, 2021, authorized the design, construction, and operation of the PROJECT; described the PROJECT; specify terms for funding the PROJECT; and provided for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

- A. Design and construction of well connections, pumping facilities, transmission pipelines; and
  - B. Appurtenances necessary to make the PROJECT function in the manner intended
3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.
  4. **Amendments.**

- A. **PROJECT Loan and Grant.** The PROJECT funding as set forth in Section 4.A. of the original Project Agreement is hereby amended to read as follows:

“4.A. A sum not to exceed ONE MILLION NINE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$1,914,458.00) shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:

1. A grant to the SPONSOR of not more than ONE MILLION NINE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$1,914,458.00) or sixty-seven percent (67%) of the actual development costs, whichever is less until it is entirely disbursed.

- C. **PROJECT Costs in Excess of Appropriation.** Section 4.A. or the second paragraph of Section 4.A. of the original Project Agreement is hereby amended to read as follows:

“4.A. If the COMMISSION approves and the SPONSOR elects to proceed, the SPONSOR shall, regardless of the expected cost of the PROJECT, complete the PROJECT and be responsible for all actual PROJECT costs in excess of ONE MILLION NINE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$1,914,458.00).”

- D. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.P. of the original Project Agreement is hereby amended to read as follows:

“4.P. The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2028, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.”

## 5. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.
- C. **Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this

Amendment until this Amendment is fully executed and returned to the COMMISSION.

**6. General Provisions.**

- A. Entirety of Agreement.** The original Project Agreement, consisting of eleven (11) pages and this Amendment One consisting of four (4) pages represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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- 7. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

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

**WYOMING WATER DEVELOPMENT COMMISSION**

Lee Craig  
Chairman

3-19-25  
Date

Dennis P. ...  
Secretary

3-19-25  
Date

**CITY OF LANDER**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lance Hopkin, Public Works Director

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

mp # 246980  
Megan Pope,  
Senior Assistant Attorney General

3/6/25  
Date