

**AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN
THE CITY OF DOUGLAS, WYOMING AND
CANDO D/B/A THE ENTERPRISE**

1. Parties. This Amendment is made and entered into this ____ day of _____, 2019, by and between City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address is 101 N. 4th Street, P.O. Box 1030, Douglas, Wyoming 82633 and The Enterprise, a Wyoming non-profit corporation, 130 South 3rd Street, Douglas, Wyoming 82633 (hereinafter referred to as "Lessee") For and in consideration of the mutual promises and covenants set forth below, City and Lessee agree to the following:

2. Purpose of Amendment. This Amendment shall constitute the first amendment to the Original Agreement between City and Lessee which was duly executed on the 18th day of July, 2018. The purpose of this Amendment is to revise Paragraph 8 of the Original Agreement to increase the amount of monthly utilities owed by the Lessee based upon the City's annual review of utility costs for the building.

3. Additional Terms of Agreement. It is mutually agreed by and between the parties to revise the following paragraph in the Original Agreement to read as follows.

8. **UTILITIES:** Based upon an apportioned cost of utilities for the building, the Lessee shall pay to the City the amount of two hundred forty-five dollars (\$245.00) per month to cover its share of gas, power, water and similar utilities used upon the premises. The apportioned share of costs shall be reviewed annually and shall be adjusted as necessary.

4. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Agreement between the City and Lessee shall remain unchanged and in full force and effect.

5. Entirety of Amendment. This Amendment presents the entire and integrated Amendment between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral concerning the subject hereof.

IN WITNESS WHEREOF, the Douglas City Council has caused this Contract to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and City Administrator through their duly authorized representatives has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING:

By: _____
Rene' Kemper, Mayor

ATTEST:

Karen Rimmer, City Clerk

Lessee:

THE ENTERPRISE

By: _____

Title: _____