



CITY OF LANDER REGULAR CITY COUNCIL MEETING

**Tuesday, August 25, 2026 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/81905939148>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING ORDINANCE 2026-2 AMENDING ORDINANCE 1171 AND SECTION 8-6-1 OF THE LANDER MUNICIPAL CODE PERTAINING TO BICYCLES ON SIDEWALKS, AND CREATING NEW PROVISIONS RELATING TO THE REGULATION OF BICYCLES, HUMAN-POWERED SCOOTERS, SKATEBOARDS, ELECTRIC BICYCLES, ONE-WHEELED DEVICES, AND POWERED SCOOTERS

- A. Open hearing
- B. Introduce and read
- C. Public comment
- D. Close hearing

4. COMMUNICATION FROM THE FLOOR

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.

- A. Public Comment

5. MAYOR AND COUNCIL UPDATES

6. STAFF REPORTS

7. NEW BUSINESS (ACTION ITEMS)

- A. First Reading and Approval of ORDINANCE 2026-2 AMENDING ORDINANCE 1171 AND SECTION 8-6-1 OF THE LANDER MUNICIPAL CODE PERTAINING TO BICYCLES ON SIDEWALKS, AND CREATING NEW PROVISIONS RELATING TO THE REGULATION OF BICYCLES, HUMAN-POWERED SCOOTERS, SKATEBOARDS, ELECTRIC BICYCLES, ONE-WHEELED DEVICES, AND POWERED SCOOTERS

- [B.](#) Amend Resolution 1388 Fee Schedule 2026 2027 as to Public Record Request fees
- [C.](#) Approve Resolution 1396 Authorizing Payment to Fremont County School District No. 1 In the amount of \$25,000 for Use of the Bruce Gresley Aquatic Center
- [D.](#) Approve and Authorize the Mayor to sign the Memorandum of Understanding Between the City of Lander Police Department and Fremont County School District #1 for School Resource Officer Program FY 2026-2027
- [E.](#) Approve payment of Invoice# 144286 to VectorSolutions for police department professional standards and policy trackers in the amount of \$5,173.17.
- [F.](#) Approve Lander Municipal Airport Hangar Space Lease Agreement for space 516 between the City of Lander and Intermountain Health Flight and Ambulance Services (formerly Classic Air Care LLC).

8. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings: (Second and Fourth Tuesday of the month)

6:00 P.M. Tuesday, September 8, 2026, City Council Chambers

6:00 P.M. Tuesday, September 22, 2026, City Council Chambers

Work Sessions: (Fourth Tuesday of the month)

6:00 P.M./Immediately following Regular Meeting Tuesday, September 22, 2026, City Council Chambers

6:00 P.M./Immediately following Regular Meeting Tuesday, October 27, 2026, City Council Chambers

All meetings are subject to cancellation or change.

**CITY OF LANDER
NOTICE OF PUBLIC HEARING AND FIRST READING
ORDINANCE 2026-2**

**AN ORDINANCE AMENDING ORDINANCE 1171 AND SECTION 8-6-1 OF THE
LANDER MUNICIPAL CODE PERTAINING TO BICYCLES ON SIDEWALKS, AND
CREATING NEW PROVISIONS RELATING TO THE REGULATION OF BICYCLES,
HUMAN-POWERED SCOOTERS, SKATEBOARDS, ELECTRIC BICYCLES, ONE-
WHEELED DEVICES, AND POWERED SCOOTERS**

You are hereby notified that a Public Hearing will be held on August 25, 2026, at 6:00 p.m. during the Regular City of Lander Council Meeting, in the Council Chambers at Lander City Hall, 240 Lincoln Street, Lander, Wyoming as well as the first reading of Ordinance 2026-2 AN ORDINANCE AMENDING ORDINANCE 1171 AND SECTION 8-6-1 OF THE LANDER MUNICIPAL CODE PERTAINING TO BICYCLES ON SIDEWALKS, AND CREATING NEW PROVISIONS RELATING TO THE REGULATION OF BICYCLES, HUMAN-POWERED SCOOTERS, SKATEBOARDS, ELECTRIC BICYCLES, ONE-WHEELED DEVICES, AND POWERED SCOOTERS, all interested parties are invited to attend. A draft copy of the Ordinance is available at Lander City Hall or at Landerwy.gov

Rachelle Fontaine

City Clerk

Published Lander Journal August 8, 2026, August 15, 2026 and August 22, 2026

ORDINANCE 2026-2

AN ORDINANCE AMENDING ORDINANCE 1171 AND SECTION 8-6-1 OF THE LANDER MUNICIPAL CODE PERTAINING TO BICYCLES ON SIDEWALKS, AND CREATING NEW PROVISIONS RELATING TO THE REGULATION OF BICYCLES, HUMAN-POWERED SCOOTERS, SKATEBOARDS, ELECTRIC BICYCLES, ONE-WHEELED DEVICES, AND POWERED SCOOTERS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LANDER, FREMONT COUNTY, STATE OF WYOMING, AS FOLLOWS:

SECTION 1. Amendment and Enactment

Section 8-6-1 of the Lander Municipal Code is hereby amended, and new provisions are hereby created and enacted, to read as follows:

CHAPTER 8

BICYCLES, HUMAN-POWERED SCOOTERS, SKATEBOARDS, ELECTRIC BICYCLES, AND POWERED SCOOTERS

Sec. 8.04. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- 1. Bicycle.** “Bicycle” means a human-powered transportation device equipped with operable pedals or another means of human propulsion, and a seat for one or more riders.
- 2. Human-Powered Scooter, or Skateboard.** “Human-powered scooter” or “skateboard” means a human-powered transportation device with two or more wheels in contact with the ground and a deck or platform for the rider to stand on.
- 3. Electric Bicycle.** “Electric bicycle” means a bicycle equipped with fully operable pedals, a seat or saddle for the rider’s use, and an electric motor of less than seven hundred fifty watts.
 - a. Electric bicycles must meet the requirements of one of the following three classes:
 - i. Class 1 electric bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
 - ii. Class 2 electric bicycle means an electric bicycle equipped with a motor that may be used to propel the bicycle without pedaling and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour.

iii. Class 3 electric bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour.

b. An electric bicycle shall operate according to its class so that, when the rider stops pedaling, applies the brakes, or disengages the electric motor, the electric motor assist ceases to function or provide propulsion.

4. Powered Scooter or Powered Skateboard. “Powered scooter” or “Powered Skateboard” means a transportation device that is equipped with a motor or engine, is capable of self-propelled operation, has a deck or platform for a rider to stand on during operation, and has one or more wheels in contact with the ground.

5. One-Wheeled Devices. “One-wheel device” means a motor-powered self-balancing transportation device, with a single wheel in contact with the ground and a platform or foot pads upon which the rider stands. A one-wheel device includes, but is not limited to, devices commonly known as one-wheels, electric unicycles, or similar self-balancing personal transportation devices.

6. Powered Device: For the purpose of this Ordinance, a powered device shall be defined as a self-propelled device designed primarily to transport one person and powered wholly or partially by an electric motor, including a powered scooter, motorized skateboard, self-balancing device, or one-wheeled device. The term does not include motorcycles, motor-driven cycle, moped, motor vehicle, or any wheelchair, pedestrian vehicle, or other mobility device designed and used by a person with a disability.

7. Dismount Zone. “Dismount Zone” means a designated public sidewalk area within the City of Lander where the operation of bicycles, human-powered scooters, skateboards, electric bicycles, and powered scooters is prohibited in order to improve pedestrian safety.

a. The Dismount Zone shall include any sidewalk on, or adjacent to, the following public streets:

South side (westbound) of Main Street from 1st to 10th streets and the North (eastbound side of Main Street from Lincoln Street to 1st Street

b. The City may install and maintain signs, pavement markings, or other traffic-control devices identifying Dismount Zones established under this Chapter.

8. Lander Area Pathway System. “Lander Area Pathway System” means the designated walking paths on Exhibit A, as from time to time may be amended for the City of Lander.

9. Reckless Operation. “Reckless operation” means operating a bicycle, human-powered scooter, skateboard, electric bicycle, or powered device in a manner that creates an unreasonable risk of injury to persons or damage to property under the circumstances then existing.

Sec. 8.06. Requirements for Operation and Forbidden Practices.

1. The operator of any bicycle, human-powered scooter or skateboard, electric bicycle, or powered device shall comply with all applicable traffic ordinances and applicable Wyoming statutes governing the operation of vehicles within the City limits of Lander.
 - a. Unless otherwise required by law, an operator is not required to possess a valid driver's license, vehicle registration, or motor vehicle insurance to operate a bicycle, human-powered scooter, skateboard, electric bicycle, or powered device.
 - b. Nothing in this Chapter is intended to conflict with or supersede applicable Wyoming law. In the event of a conflict between this Chapter and Wyoming law, Wyoming law shall control.
 - c. Mobility devices used by individuals with disabilities, including wheelchairs and other assistive mobility devices, are distinct from recreational powered scooters and other personal transportation devices regulated under this chapter.
2. Electric bicycles and powered scooters must meet the definitions and operational requirements set forth in this Chapter and applicable Wyoming law. Electric bicycles and powered devices with performance capabilities exceeding the definitions in this Chapter may not be operated on public roadways, sidewalks, or the Lander Area Pathway System, except as otherwise allowed by law.
 - a. First responders operating an electric bicycle or powered scooter in the performance of their official duties are exempt from this subsection.
3. Any bicycle, human-powered scooter, skateboard, electric bicycle, or powered device operated 30 minutes after sunset and 30 minutes before sunrise must be equipped with and use the following:
 - a. A forward-facing white light that is unobstructed, provides sufficient visibility for the operator, and makes the device visible to vehicles and motorists.
 - b. A rear-facing red light that is unobstructed and makes the device visible to vehicles and motorists.
4. Where operation on a sidewalk or on the Lander Area Pathway System is permitted under this Chapter, the operator shall yield the right-of-way to pedestrians and shall not operate in a reckless manner that endangers pedestrian safety.
5. The following additional requirements and prohibitions apply:
 - a. No person shall operate a bicycle, human-powered scooter, skateboard, electric bicycle, or powered device on a sidewalk within a designated Dismount Zone as outlined in Section 8.04(6) herein.
 - b. No person shall operate a Class 1 electric bicycle, Class 2 electric bicycle, Class 3 electric bicycle, powered scooter or skateboard, or one-wheeled device on any sidewalk.

- c. Bicycles, human-powered scooters, and human-powered skateboards may be operated on sidewalks outside of designated Dismount Zones, subject to the requirements of this Chapter and applicable Wyoming law.
- d. Bicycles, human-powered scooters, human-powered skateboards, Class 1 electric bicycles, and powered scooters may be operated on the Lander Walking Path, subject to the requirements of this Chapter and applicable Wyoming law.
- e. No person shall operate a Class 2 electric bicycle or Class 3 electric bicycle on the Lander Area Pathway System.
- f. No person shall operate a bicycle, human-powered scooter or skateboard, in a reckless manner or engage in trick riding on public streets, sidewalks, or the Lander Walking Path.
- g. No person shall operate an electric bicycle, or powered device in a reckless manner or engage in trick riding on public streets, or the Lander Walking Path.
- h. No person operating a bicycle, human-powered scooter, skateboard, electric bicycle, or powered device shall enter or cross a public street, roadway, or other thoroughfare unless the movement can be made with reasonable safety and without interfering with the lawful movement of approaching traffic.
- i. No person operating a bicycle, human-powered scooter, skateboard, electric bicycle, or powered device shall attach themselves or the device to any moving vehicle.
- j. No person operating a bicycle, human-powered scooter, skateboard, electric bicycle, or powered device shall carry another person as a passenger unless the device is designed and manufactured to carry more than one person, or unless manufacturer-approved equipment has been added for that purpose.

Sec. 8.08. Helmet Use Required for Operators Under Sixteen Years of Age.

1. Any person under sixteen years of age operating an electric bicycle or powered device on a public street or the Lander Area Pathway System shall properly wear a helmet approved by the United States Department of Transportation or the Consumer Product Safety Commission.
2. The City encourages all operators and passengers of bicycles, human-powered scooters, skateboards, electric bicycles, and powered scooters to wear properly fitted safety helmets regardless of age.

Sec. 8.10. Dismount Zones.

1. No person shall operate a bicycle, human-powered scooter, skateboard, electric bicycle, or powered scooter upon a sidewalk located within a designated Dismount Zone.

- 2. Outside of a designated Dismount Zone, bicycles, human-powered scooters and human-powered skateboards may be operated on sidewalks, subject to the requirements of this Chapter and applicable Wyoming law.
- 3. Any person operating a bicycle, human-powered scooter, or human-powered skateboard upon a sidewalk shall yield the right-of-way to pedestrians.

Sec. 8.12. Penalty for Violations.

- 1. Any person who violates any provision of this Chapter shall, upon conviction, be fined in a sum not to exceed seven hundred fifty dollars for each offense, plus costs of prosecution.
- 2. In lieu of issuing a citation for a first offense, a law enforcement officer may issue a written warning when the officer determines that a warning would adequately address the violation and promote compliance with this Chapter.

Sec. 8.14. Alternative Penalty for Juveniles Under Sixteen Years of Age.

- 1. At the discretion of the officer who observed the violation and is issuing the citation, a juvenile under sixteen years of age who violates any provision of this Chapter may be required to appear in Lander Municipal Court with a parent or legal guardian and, upon conviction, may be fined not more than twenty-five dollars for each offense, plus costs of prosecution.
 - a. If a juvenile is cited under this section, the citing officer shall contact the juvenile’s parent or legal guardian and notify them of the citation and corresponding court date.
 - b. If the violation is for failure to comply with Section 8.08 of this Chapter relating to helmet use, the Lander Municipal Court may allow the purchase of a helmet approved by the United States Department of Transportation or the Consumer Product Safety Commission in lieu of fines and costs of prosecution, provided that proof of purchase is submitted and the helmet is presented to the Court.

SECTION 2. Effective Date

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 _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the _____ day of _____, 2026.

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

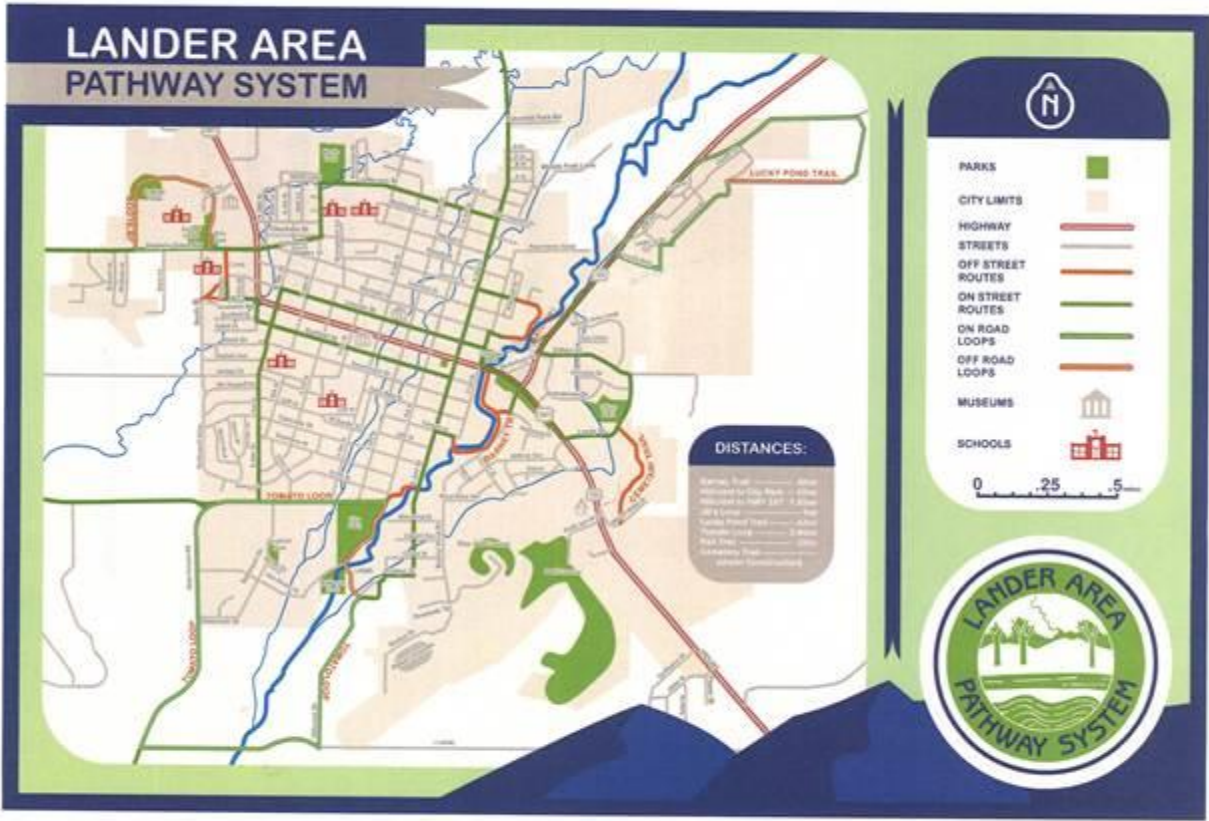
Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, following passage, adoption and approval of Ordinance 2026-2, Missy White, 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 Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

Rachelle Fontaine, City Clerk



OK

RESOLUTION 1388 AMENDED

THE CITY OF LANDER FEE SCHEDULE 2026-27

A RESOLUTION REPLACING RESOLUTIONS 1359

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, 2026**, for the following City Services.

	<u>CEMETERY</u>	
LOT PURCHASE	City resident	\$ 450
	Outside City resident	\$ 550
	Cremation lot	\$ 220
	Infant	\$ 135
	Columbarium – City resident	\$ 550
	Columbarium – Outside City resident	\$ 750
PERPETUAL CARE (per internment)	Prepaid fees may be adjusted to updated fee schedule at time of opening	\$ 300
OPENING/CLOSING CEMETERY LOTS	Adult	\$ 650
	Infant	\$ 420
	Cremation	\$ 220
	Columbarium	\$ 220
OVERTIME OPENING/CLOSING	Adult	\$1,350
	Infant	\$820
	Cremation	\$450
	Columbarium	\$450
CEMETERY DOCUMENT TRANSFER FEE		\$ 25
DISINTERNMENT	Standard (minimum)	\$ 1,350
NOTE: ADDITIONAL CEMETERY FEES MAY BE ADDED AT TIME OF SERVICE, Oversized vaults, Stone removal/reset, Concrete Work Quoted at time of service		
	<u>CONTRACTOR LICENSES</u>	
	FEES PRORATED FOR PARTIAL YEAR	
AMUSEMENTS		\$200 /day
ARBORISTS	Initial fee/annual renewal	\$250 /\$ 150
BUILDING CONTRACTOR		
	Class I – initial fee/annual renewal	\$350 /\$ 200
	Class II – Initial fee/annual renewal	\$350 /\$ 200
	Class III– initial fee/annual renewal	\$250 /\$ 150
	Class IV – Initial fee/annual renewal	\$250 /\$ 150
ELECTRICAL CONTRACTOR	Initial fee/annual renewal	\$350 /\$ 200
HVAC CONTRACTOR	Initial fee/annual renewal	\$350 /\$ 200
PAWNBROKER	Initial fee/annual renewal	\$350 /\$ 200
PLUMBING CONTRACTOR	Initial fee/annual renewal	\$350 /\$ 200
REFRIGERATION CONTRACTOR	Initial fee/annual renewal	\$200 /\$ 100
WASTE HAULING CONTRACTOR	Contractor– initial fee/annual renewal	\$350 /\$ 200
UTILITY CONTRACTOR		\$350 /\$ 200
	<u>COMMUNITY CENTER</u>	
ROOM RENTAL RATES	Full center single day	\$1,275 /day
	Full center 2-4 days	\$1,200 /day
	Full center over 5 days	\$1,100 /day
	Main Room only	\$900 /day
	Bar & Lobby only	\$350 /day
	Kitchen only	\$450 /day
	Meeting rooms (3 each) hourly/daily	\$40 each/hour \$180 each/day
COMMUNITY CENTER DEPOSITS	Damage and booking deposit – UP TO 100% refundable IF NO DAMAGES ASSESSED	\$500

	Lost/non-returned key - kept from deposit	\$ 50
	Unlocked doors/ left open charge - kept from deposit	\$150
	LIQUOR LICENSING	
	FEES PRORATED FOR PARTIAL YEAR	
BAR & GRILL LICENSE	Initial fee/annual renewal	\$10,000/\$1,500
CLUB LICENSE	Annual renewal	\$500
MICROBREWERY/WINERY LICENSE	Annual renewal	\$500
RESORT LICENSE	Annual renewal	\$1,500
RESTAURANT LICENSE	Initial fee/Annual renewal	\$1,500/\$1,500
RETAIL LICENSE	Annual renewal	\$1,500
TRANSFER FEE		\$100
WINERY OFF PREMISE PERMIT		\$50 /day
MANUFACTURED OFF PREMISE PERMIT		\$50 /day
CATERING PERMIT		\$50 /day
MALT BEVERAGE PERMIT		\$50 /day
MALT BEVERAGE FOR MICROBREWERY		\$50 /day
	MISCELLANEOUS PERMITS/FEES	
BURN PERMIT INSIDE CITY LIMITS		\$50
COPIES – Record requests	Paper copies 8 1/2x11 up to 11X17	\$ 0.50/page plus \$20 /hr
	Electronic copies	\$0.10/page plus \$20 /hr
	Maps – Large format color	\$20
	Digital PDF, CD, DVD, video	\$10 each
	Police Department: report or accident report. Photos and digital files may be assessed additional charges.	\$10
	Police Department: local contact/ local background information	\$5
Freedom of Information Act and requests for public information are subject to hourly staff rates and copy fees		Actual costs, \$10 minimum Fee Waived if cost is \$10 or under
COURT COSTS		\$10
COURT/ARREST RECORDS REQUESTS	As determined by Supreme Court	\$15
DOG LICENSE	2 year -need proof of rabies shot	\$20
DOG IMPOUND FEE	Actual expenses -Set by contract	
LIVESTOCK PERMIT	Annual renewal – need veterinary letter	\$100
INSUFFICIENT FUNDS FEE		\$30
IMPOUNDED VEHICLE FEE		Billed at Actual Costs
SNOW REMOVAL – COMMERCIAL (pre-approved permit only)	Up to 5000 sq ft lot	\$500
SNOW REMOVAL – COMMERCIAL (pre-approved permit only)	5000 – 8000 sq ft lot	\$500 plus \$0.10/sqft
WEED & PEST MOWING		Billed at Actual Costs
WEED & PEST SPRAYING		Billed at Actual Costs
Violation fee for failure to remove an abandoned Utility pole (Ord 22025-1)		\$100/day
LAGOON BULK DUMPING FEES		\$100 per 1,000 gallons
	RODEO FACILITIES	
RENTAL FEES – DAY USE	1-150 People	\$125 /day
	Over 150 People	\$500 /day
DAMAGE DEPOSIT RODEO FACILITIES	Damage and booking deposit – UP TO 100% refundable IF NO DAMAGES ASSESSED	\$500

ADDITIONAL AMENITIES	Livestock Stall rentals	\$10 each/day
	<u>PARK FACILITIES</u>	
Lions Shelter (City Park) and Stage (City Park) Combo	1-150 People	\$125
	151-300 People	\$300
	Over 300 people will be required to rent the City Park Full Rental listed below.	\$1000
	Damage and booking deposit – UP TO 100% refundable IF NO DAMAGES ASSESSED	\$100
Kiwanis Shelter (North Park) or Dillon Park Shelter	Flat Rate	\$75
	Damage and booking deposit – UP TO 100% refundable IF NO DAMAGES ASSESSED	\$100
City Park Full Rental Includes Lions Shelter, Stage, Grass event area. Does not include playground, gazebo, ball fields, public camping.	Flat Rate Proof of Event Insurance required.	\$1000 /day
	Overflow camping and parking in New Addition Property (requires Parks and Rec approval) - Costs in addition to flat rate Supplemental porta potty and trash service may be required of renter at their own costs.	\$500
	Damage and booking deposit – UP TO 100% refundable IF NO DAMAGES ASSESSED	\$500
City Park Gazebo, Centennial Park Shelter, Jaycee Park (Facilities hold up to 100 people)	Flat Rate No deposit required	\$50
FIELD USE FEES	Fee per player for YOUTH Baseball, softball, football and soccer	\$10 /player per season
	Fee per player for ADULT ball field events	\$10 /player per season
ICE SKATING	Admission	\$3
	Skate rentals	\$4
	Skate sharpening	\$10
	Youth Hockey rental equipment	\$20
	<u>PLANNING & ZONING</u>	
BOARD OF ADJUSTMENT	Conditional use permit	\$500
	Home Business Conditional Use Permit	\$25
	Non-conforming use application	\$275
	Non-conforming Setback/Utility Registration	\$25
	Rezoning request	\$500
	Variance request	\$500
	Solar Rights permit	\$275
PLANNING COMMISSION	Preliminary Subdivision Plat	\$600
	Final Subdivision Plat (includes Annexation)	\$500
	Minor Plat (5 lots or less)	\$400
	Correction Plat	\$250
	County Subdivision Plat Review	\$200
	County Subdivision Staff Review	\$25
	PUD Development Plan	\$500
FEE-IN-LIEU OF PARK DEDICATION	Minor Plat (1-5 lots, replats)	no fee
	Subdivision Final Plat	\$750 /Lot

	BUILDING DEPARTMENT	
New Construction and Remodel/Alteration IBC/IRC		1% of contract amount
Small project Equipment/Material, including labor	Electrical Service Inspection	\$75
	Electrical Alteration	1% of contract amount \$30 minimum
	Mechanical (Equipment replacement)	1% of contract amount \$50 minimum
	Plumbing Alteration	1% of contract amount \$30 minimum
	Water Heater Replacement	\$30
	Gas Piping Pressure Test	\$30 per test
	Water or Sewer service Replacement	\$60
	Siding	\$60
	Residential Re-roof < 100 sqft	\$60
	Commercial Re-roof, Residential re-roof> 100 sqft	1% of Contract amount
Communication Facilities	Cell building, Towers, etc.	\$325
Manufactured Home Placement (HUD) standard		\$200
Sign installation		\$30
Permit Plan Review	Commercial or Large project requiring third party plan review	Billed at Actual Cost
	In-house plan review fees	Included in permit fee
Accessory Building Placement Permit	Temporary and permanent placement of storage and skid structures of 30 days or more	\$30
Fence permits	Installed in right-of-way	\$30
	Fences Exceeding 7' in height (engineering required)	\$30
	Fences less than 7' in height	No fee
Permit Violation Fee	Working without permit	2X original permit fee \$100 minimum
	Working on items not listed in permit	2X original permit fee \$100 minimum
Sidewalk/driveway replacement fee	Any planned replacement in front of a private lot	\$30
Encroachment and street cut fees	Street/Alley (paved and hard surface up to 100sqft)	\$200
Conditional Use annual inspections	Child Care, other WDH licensed facility	\$75
Conditional Use annual inspections	Short-term rental use	\$75
Board of Appeals Hearing		\$200
Call Back Fee	Inspector called but not ready or not on site	\$60

Water and Sewer Utility Rates Adopted by separate resolution

PASSED APPROVED AND ADOPTED THE 16th Day of June, 2026

THE CITY OF LANDER
A Municipal Corporation

BY: _____
Missy White, Mayor

ATTEST: _____
Rachelle Fontaine, City Clerk

RESOLUTION NO. 1396

A RESOLUTION AUTHORIZING PAYMENT TO FREMONT COUNTY SCHOOL DISTRICT NO. 1 IN THE AMOUNT OF \$25,000 FOR USE OF THE BRUCE GRESLEY AQUATIC CENTER

WHEREAS, Fremont County School District No. 1 owns and operates the Bruce Gresley Aquatic Center located in Lander, Wyoming; and

WHEREAS, the Bruce Gresley Aquatic Center provides an important public recreational and wellness facility for residents of the City of Lander and the surrounding community; and

WHEREAS, the City Council of the City of Lander recognizes the public benefit of continued community access to the Bruce Gresley Aquatic Center for recreational swimming; and

WHEREAS, The City Council supports opportunities for exercise and recreation for Lander residents, and recognizes that recreational swimming provides access for all ages and swimming ability; and

WHEREAS, the City Council desires to support continued use of the Bruce Gresley Aquatic Center by providing funding to Fremont County School District No. 1 in the amount of Twenty-Five Thousand Dollars (\$25,000); and

WHEREAS, the City Council finds that the payment serves a valid public purpose by supporting recreational services to City residents.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, WYOMING, that:

Section 1. Authorization of Payment.

The City Council hereby authorizes payment to Fremont County School District No. 1 in the amount of Twenty-Five Thousand Dollars (\$25,000) for use of the Bruce Gresley Aquatic Center.

Section 2. Source of Funds.

The payment shall be made from funds legally available and budgeted for such purpose, and approved through the City’s normal claims and payment process.

Section 3. Public Purpose.

The City Council finds that this payment supports a public purpose by helping provide recreational, wellness, and aquatic opportunities for residents of the City of Lander and the surrounding community.

Section 4. Effective Date.

This Resolution shall be effective immediately upon passage and approval.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the City of Lander, Wyoming, this ____ day of _____, 2026.

CITY OF LANDER, WYOMING,
A Municipal Corporation

By: _____
Missy White, Mayor

ATTEST: _____
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 _____, 2026, 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

MEMORANDUM OF UNDERSTANDING BETWEEN
City of Lander Police Department
AND
Fremont County School District #1
 For School Resource Officer program

Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made by and between Fremont County School District #1 (hereinafter referred to as [School District]), City of Lander Police Department (hereinafter referred to as [Law Enforcement Agency]),

Purpose. The purpose of this MOU is to establish the terms, conditions and expectations under which the Law Enforcement Agency will assign two (2) law enforcement officer(s) to serve as School Resource Officer(s) (hereinafter referred to as “SRO”) within the School District. The intent is to establish a clear understanding of roles and responsibilities between the parties, which are designed to enhance school safety and provide a positive law enforcement presence in the school community; and not to involve law enforcement in routine school discipline matters or increase youth referrals to the Juvenile Justice System.

The parties recognize that the ultimate goal of the MOU is to establish and maintain a safe and positive school environment that will allow students to learn from mistakes and grow into healthy, productive adults without criminalizing typical adolescent behaviors. It is further the goal of the School District that the MOU terms be administered in such a way as to keep students within the classroom setting to the greatest extent practicable and that wherever possible, school-based infractions be addressed using non-punitive interventions that teach appropriate behaviors, improve school safety and academic performance and minimize, exclusionary measures, citations, or arrests. The parties also seek to prevent referrals to law enforcement or school discipline for behaviors that are caused by or related to the student’s disability or past trauma.

Terms of MOU. The term of this agreement is for the academic school year of 2026/2027 commencing on the effective date through June 08, 2027. The terms of the MOU are as follows:

1. Payment: Cost related to this agreement shall be paid as follows:

1.01 District shall pay to the Law Enforcement Agency the amount of \$232,225.86 for the school year 2026–2027, subject to annual appropriation, and any renewal term shall be subject to renegotiation and appropriation., for the SRO services described in this MOU.

1.02 Law Enforcement shall be responsible for all costs in excess of the District’s payment for SRO services hereunder. Nothing herein, including School District payments, reporting requirements, and close cooperation between officers and the School District shall be deemed to make any SRO an employee of the School District for any purpose, including but not limited to the Wyoming Governmental Claims Act.

1.03 District shall have the right to provide input [participate in the interview] on the selection of the School Resource Officer(s) assigned to work within the District.

2. Responsibilities of Law Enforcement Agency: The Law Enforcement Agency shall be responsible for the following:

2.01 Law Enforcement Agency shall provide two (2) fully trained and certified Peace Officers assigned to Fremont County School District #1 as SRO for the entire 2025-2026 school year [and the entire school year of any Renewal Term]. The SRO(s) will work with School District officials in matters related to criminal conduct and promotion of safe educational environments.

2.02 Each SRO shall be an employee of the Law Enforcement Agency and said Law Enforcement Agency shall have the right to remove any Peace Officer appointed to serve as SRO. Law Enforcement Agency shall determine which Peace Officers are assigned as SROs in consultation with a representative from School District, whose input must be considered in the selection process.

2.03 The SRO(s), or any Peace Officer of the Law Enforcement Agency assigned and performing duties pursuant

this MOU are subject to the direction and control of Law Enforcement Agency. Nothing in this MOU is interpreted to authorize any SRO or Peace Officer of the Law Enforcement Agency to exercise powers that the Law Enforcement Agency is not authorized to exercise. Specifically, SROs will not participate in school disciplinary processes, except when called as a witness or as needed to determine possible criminal activity. The SRO will not request that school officials search a student or his/her belongings if the SRO does not have a legally sufficient basis for conducting such a search. To the extent necessary to carry out his duties as set forth herein, the officer may be granted access to confidential student information and shall be considered a school official of the School District for that purpose, and shall be subject to the same restrictions and requirements pertaining to the use of that information as is applicable to other School district employees having access to the information.

2.04 Law Enforcement Agency shall be responsible for providing SRO with the necessary law enforcement related equipment, including a police vehicle.

2.05 Law Enforcement Agency shall be responsible for ensuring that the SRO receives specialized police training, while the District is responsible for providing school-related training to the SRO.

2.06 The Law Enforcement Agency shall indemnify and hold harmless the District, its officers, employees, and agents from any claims, demands, or liability arising out of or related to the acts or omissions of the SROs, except to the extent caused solely by the negligence or willful misconduct of the District.

3. Duties of SRO: The SRO duties include all Peace Officer duties of the Law Enforcement Agency and the following additional duties:

3.01 The SRO shall provide law enforcement and school security services to School District consistent with training and Law Enforcement Agency policy to help promote the safety and welfare of the students and employees as follows:

3.01.01. The SRO shall help to protect the lives and property of students, employees and the School District on or adjacent to School District property.

3.01.02. The SRO should not be involved in school discipline processes for typical adolescent behaviors occurring within the school unless school safety is at risk or reporting is required by law.

3.02 SRO involvement with students with disabilities shall be in accordance with the Americans with Disabilities Act.

3.03 The SRO shall be made aware of the school's policies on crisis intervention and shall assist or intervene only when appropriate.

3.04 The SRO will become familiar with other resources and agencies in the community that can be used as resources for District students.

3.05 SRO shall follow these conditions for interviewing students suspected of criminal activity at school:

3.05.01. Questioning a student at school about subjects that may result in criminal consequences or may identify them as a victim of a crime shall be reserved for circumstances that constitutes a serious and immediate threat to an individual within the school community. Precautions will be taken to ensure that the broader school community is not made aware of this activity. Notice of such questioning shall be given to a principal or designee in advance.

3.05.02. If the student to be questioned is under the age of 18, the student's parent or guardian must be notified prior to questioning, unless there are exigent circumstances. Such circumstances could include urgent health safety emergency; or if officer believes that notifying the parents or guardian will jeopardize the investigation.

3.05.03. If there are exigent circumstances that prevent prior parental notification, parent shall be notified as soon as reasonably possible.

3.06 Absent exigent circumstances, a principal or designee shall be consulted before the SRO conducts a search on a student's person, possessions, or locker to allow time to express any concerns about the reasonableness of the search

and to notify parents.

3.07 SROs shall conduct searches consistent with constitutional standards applicable in schools, including the reasonable suspicion standard set forth in *New Jersey v. T.L.O.*, unless probable cause is otherwise required by law. SROs shall not request that school officials conduct searches for the purpose of avoiding legal standards applicable to law enforcement

3.08 The SRO may conduct a search at school of a student's person, possessions, or locker without notice to school personnel or parents only when there is probable cause that a crime has been committed. SROs will make a reasonable effort to reduce the stigmatizing event of the search for the student.

3.09 The SRO shall not request that school officials conduct a search of a student's person, possessions, or locker to evade the probable cause standard required of law enforcement.

3.10 The SRO in his or her official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, shall notify the principal of the school or his or her designee of the issuance of the summons, ticket, or other notice as soon as possible unless the information is determined to be confidential pursuant to law.

3.11 Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical restraints) shall only be used for conduct that poses a serious and immediate threat to an individual or the broader school community and where less intrusive measures of restraint have failed.

3.12 Strip searches of students by SRO or school officials are prohibited.

3.13 It is recognized that every situation cannot be predicted or determined by these guidelines, and SRO's may rely on Law Enforcement Agency policies, their training and experience in choosing alternate actions that are reasonable and appropriate for the circumstances.

3.14 "Body-worn cameras shall remain deactivated during routine SRO duties unless activation is required by law, agency policy, or requested by the District in writing. Any recording involving District business shall be retained in accordance with law and provided to the District upon request pursuant to Wyo. Stat. § 16-4-203(d)(xviii)(A).

4. SRO Activities: The SRO becomes a part of the school community and an asset to help create a positive school environment for students and faculty.

4.01 The SRO is a member of the school safety teams: SROs' are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and a partner in developing effective prevention strategies [and other duties determined by the School Board].

4.02 Role as an educator:

4.02.01. Provide in-service training for school staff on emergency preparedness, crisis intervention, crime trends, law enforcement policies and intervention methods.

4.02.02. Educate students through guest lectures about laws, constitutional protections, conflict resolution, information on youth-relevant crimes such as dating violence, and to teach crime prevention using evidence-based course curriculum.

4.03 Role as a participant of Restorative Justice processes.

4.03.01. Participate in restorative justice processes that occur within the school setting if appropriate, pursuant to school policy.

4.04 Role as an informal mentor:

4.04.01. Create a visible and positive presence in the school community to promote respect, trust for law enforcement and a positive relationship between students, parents and the District.

4.04.02. In partnership with a formal counselor or other school staff designated by the school, SRO provide referral information for additional resources relating to criminal justice and prevention of youth involvement in the juvenile justice system.

5. Responsibilities of School District: The School District shall be responsible for the following:

5.01 Provide SRO with the authority to access School District premises for the purpose of performing the law enforcement duties described herein and provide SRO with a private workspace (when possible) that allows for storage of confidential information.

5.02 Inform the SRO of the school's crisis response and de-escalation techniques.

5.03 Administer school discipline processes for typical adolescent behaviors occurring within the school without involving or referring the matter to an SRO unless school safety is at risk or reporting is required by law.

5.04 Requesting SRO involvement in school-based incidents should be limited to situations when it is:

5.04.01. Necessary to protect the physical safety of students and staff from imminent harm; or

5.04.02. Fits the criteria of behaviors listed in paragraph 6.01, which the parties have agreed will be referred to law enforcement.

5.04.03. Involves criminal behavior of persons other than students.

5.05 Ensure that the decision to involve the SRO or law enforcement in any school-based incident is made by a principal or designee, absent exigent circumstances.

5.06 Cooperate with law enforcement-initiated investigations and actions without unreasonably hindering or interfering with the Police Department's or the assigned SRO's official duties consistent with the District's obligations under existing laws and School District policies to investigate and handle school disciplinary matters.

5.07 Immediately notify the SRO or officers responding to a school-based incident if a referred student has a disability that requires special treatment or accommodations as allowed by law.

5.08 Provide ongoing feedback to the Police Department designee for evaluation purposes.

6. Law Enforcement Referrals:

6.01 The parties agree that school code of conduct violations will be handled through school policies and procedure and will not be referred to law enforcement for formal criminal justice action.

6.01.01. The parties agree that behaviors that are related to a student's disability will be handled through school policies and procedure and not referred to law enforcement.

6.01.02. SRO responses to students with disabilities shall be consistent with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, including compliance with any IEP or 504 plan.

6.01.03. Law Enforcement referral will always be made for the following incidents -

6.01.03.(a). Fights involving serious bodily harm that requires medical treatment for any of the participants;

6.01.03.(b). Other serious or violent offenses, such as robbery, arson, or sexual assault;

6.01.03.(c). Use or possession of dangerous weapons, such as guns. Other items which could be used weapons shall only result in police referral if school staff believes there was a clear intention to use the item as

6.01.03.(d). The sale, possession or use of illegal drugs or alcohol.

7. **Confidentiality and Information Sharing/Disclosure of Student Education Records:** The parties agree to the following procedures to ensure that information disclosure and sharing between parties to the agreement comply with all legal requirements.

7.01 School District disclosure of confidential educational records:

7.01.01. The parties agree that any disclosure of student education records that is made by the School District to the law enforcement agency or its employees or agents shall be made only (1) to appropriate parties in connection with a health safety emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual or (2) as the law may otherwise permit. Reasonable steps will be taken to prevent further dissemination to an unauthorized third party of information exchanged hereunder.

7.01.02. The parties also agree that, if the School District makes any disclosure of a student's educational records pursuant to this agreement, the person requesting the records will sign an Acknowledgement for Release and/or Information from Education Records form provided by the School District which states that the records will not be disclosed to any other person or party, except as permitted by law and as necessary to carry out the purposes of this Agreement. A Permission for Release and/or Information from Records form provided by the School District shall be developed by the parties.

7.01.03. School officials shall refuse disclosure without a warrant or subpoena if they determine release of the information is not allowed by law. Any disclosure of education records shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 C.F.R. Part 99. All disclosures shall be documented, and no records shall be released without a subpoena, warrant, or parental consent, unless otherwise authorized by law

7.01.04. Law Enforcement Agency shall withhold disclosure of confidential criminal history or juvenile justice records to school district personnel if the disclosure is not allowed by law: and

7.01.05. The parties acknowledge a student's right to information privacy. No school official or SRO will require students to answer questions or provide access to their personal information, including digital information accounts by username, password or other means of access if such requirement violates a student's constitutional rights.

8. Evaluation:

8.01 In the event that the School District should be dissatisfied with the performance of the SRO assigned to the School District by the Law Enforcement Agency, SRO's Patrol Sergeant and the Business Manager shall meet to try to resolve the problem. Should further discussion be needed, the Superintendent and Police Chief shall meet to discuss resolution.

8.02 The District and the Law Enforcement Agency agree to meet annually to evaluate the performance of the school resource officer and discuss continuance of the MOU.

9. Termination

9.01 Either party may terminate this Agreement upon sixty (60) days' written notice to the other party, or Immediately in the event of a material breach.

This agreement shall become effective **June 30, 2027** and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

MayorDate

Police Chief

FREMONT COUNTY SCHOOL DISTRICT #1

City Clerk

SuperintendentDate



Section 7, Item E.

Invoice

#INV144286

TargetSolutions Learning LLC
4890 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609
866-546-1212 Opt. 2
invoicing@vectorsolutions.com

Invoice Date: 7/1/2026

Due Date: 7/31/2026

Bill To
Lander Police Department (WY)
240 Lincoln Street
Lander WY 82520
United States

Contract	Customer ID	Salesperson ID Andres Diaz	Payment Terms Net 30
Billing Frequency Annually	Billing Start Date 7/1/2026	Billing End Date 6/30/2027	PO #

Qty	Item	Rate	Amount
1	FL-PolicyTracker - Policy Tracker	3,523.17	\$3,523.17
1	FL-ProStandards - Professional Standards Tracker	3,150	\$3,150.00
1	CTU - Contract True-Up Adjustment	-1,500	\$-1,500.00

Subtotal \$5,173.17

Tax (0%) \$0.00

Total \$5,173.17

Balance Due: \$5,173.17

For U.S. customers, Vector is required to collect and remit sales tax in various jurisdictions. Exempt customers should send completed certificates to certs@vectorsolutions.com

For a Copy of our W-9: <http://www.vectorsolutions.com/w9/TSw9-19.pdf>

Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.



FRONTLINE
PUBLIC SAFETY



TargetSolutions Learning LLC
4890 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609
866-546-1212 Opt. 2
invoicing@vectorsolutions.com

Section 7, ItemE.
Invoice
#INV144286

Invoice Date: 7/1/2026

Due Date: 7/31/2026

By remitting payment of this invoice, Customer hereby acknowledges that it has been provided prior notice of, and a reasonable opportunity to review, Vendor's Master Service Agreement. Customer further agrees to be bound by all terms and conditions set forth therein, including those governing the use of Vendor's services and products, available at www.vectorsolutions.com/master-software-as-a-service-agreement/. Copies of the Master Service Agreement are available upon request.

Remittance Information:

If you would like to make a secure online payment via ACH or credit card under \$5,000.00, please use the below link:

[Pay Online Here](#)

Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 14th day of August 2018, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Intermountain Health Flight and Ambulance Services, whose address is 5373 South Green St, Suite 500, Murray UT 84123 hereinafter referred to as “Lessee”.

RECITALS:

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property known as Hunt Field Airport, hereinafter “Airport”, located in the City of Lander, Fremont County, Wyoming; and

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

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of Airport property for the purpose of parking privately owned aircraft and for hangar space upon the terms and conditions hereinafter set forth; and

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this Lease is for the lease of real property (land) only. Lessor acknowledges that Lessee owns the hangar and any other improvements constructed by Lessee on the leased premises, subject to the terms of this Lease. Lessor hereby leases to Lessee Hangar Space No. 516, consisting of an area measuring 50 feet by 50 feet (approximately 2,500 square feet), together with an additional area measuring 6 feet by 6 feet (approximately 36 square feet) located immediately northwest of the hangar for the sole purpose of installing, operating, maintaining, repairing, replacing, and accessing a grinder pump and related wastewater facilities serving the hangar. The leased premises are located at Hunt Field Airport, Lander, Wyoming, together with reasonable rights of ingress and egress. Lessee accepts the premises "AS IS" without any express or implied warranties as to their condition or fitness for a particular purpose.

Additionally: The additional 6-foot by 6-foot area shall not be used for storage, parking, or any purpose other than the grinder pump and related wastewater facilities without the prior written consent of Lessor.

3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hangar and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for fifteen (8) years commencing on the 12th day of August 2026, and terminating on the 31st day of December, 2034 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.

5. **RENTAL FEE.** The lease amount for 2026, the first partial year of this lease, has already been paid in full. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this Lease shall be \$0.166 (2027 rate) per square foot (see Paragraph 2 above for the total square feet). The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall, in writing, notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (8) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. **AIRCRAFT OWNERSHIP.** Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 516

Plane Number: N407FC

Manufacturer: Bell

Year/Make/Model: Bell 407

Registered Owner(s): Intermountain Health Flight and Ambulance Services

Address of Lessee: 5373 South Green Street, Suite 500, Murray UT 84123

Business Phone of Lessee: 307-371-9554

Email of Lessee: MT-AP@imail.org

Cell Phone of Lessee: 307-371-9554 Manager Kelley Kennedy

Lessee shall notify Lessor in writing of any changes in aircraft(s) ownership or other information listed above within twenty (20) days of the change.

7. **ACCESS CODES.** Airport access codes are not to be given out to the general public by either party.
8. **CONDITION OF PREMISES.** Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.
9. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for aviation purposes. The Lessee shall have the right to occupy and use the premises for the purpose of an airplane hangar, for overnight and/or resting periods for aircrew, and the storage of airworthy aircraft, or an aircraft that may be made airworthy in a reasonable amount of time as determined by the City of Lander.

Routine owner aircraft maintenance and care are allowed.

Temporarily, a vehicle may be parked in a hangar while the aircraft is away from the airport, but the vehicle must be removed upon return of the aircraft.

Lessee's guests, agents or employees of Lessee are not permitted to park their motor vehicles in or around the outside of the hangar or on the leased premises or on other airport property, except when the aircraft is being used, maintained or repaired.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

Lessee is entitled to store an ATV in the hangar for use in the movement of the aircraft and snow removal.

Lessee shall not cause, maintain, or permit any storage of vehicles, equipment or other personal items of Lessee on or about the leased premises, except entirely within Lessee's hangar.

At least one (1) airworthy aircraft must be housed or based in Lessee's hangar.

Lessee agrees that all personal property described above that is stored in the leased premises is stored at the sole risk of Lessee, and Lessor shall not be responsible for any damage or injury to said personal property of Lessee.

In the event that a hangar sits empty for a period over 90 days, the lessee must show reasonable proof of seeking aviation use (i.e., lease or sale) as determined by the City of Lander.

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

- A. In accordance with FAA regulations, hangars must not be used as a residence. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B, Paragraph 20.5.b.
- B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
- C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises.
- E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
- F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
- G. Lessor has the right to tow and remove boats, trailers, campers or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with movement of aircraft.

11. **CONSTRUCTION OF NEW HANGARS.** Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances and codes of Lessor and with the approval of the City of Lander. Lessee will have six (6) months from the signing of this lease agreement to begin

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if an application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void, and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes, including wind and snow loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

Hangars will be constructed of materials conducive to extended life and having characteristics of low maintenance and attractive appearance. Painted exterior colors shall be approved by the City of Lander. All hangars shall be completely enclosed, and all doors shall remain closed during periods of inactivity.

12. ALTERATIONS OF EXISTING HANGARS. The Lessee shall not make any alterations, changes or improvements other than repairs to existing hangar structures without the written consent of the Lessor, and then only in strict compliance with all applicable FAA regulations, ordinances and codes of the Lessor. Lessee must also obtain a building permit from Lessor prior to any alterations.
13. INSURANCE AND INDEMNIFICATION. Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$300,000.00 combined single limit for each accident/occurrence for bodily injury and property damage in or near the hangar or on the hangar space site. Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the hangar, all aircraft and personal property on the premises or in the hangar. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members employees and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said hangar space and Lessee's hangar and the use of the airport. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above.
14. UTILITIES. Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the City of Lander and "as built" plans of the locations of such utility lines shall be provided to the City of Lander Public Works Director. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.
15. SNOW REMOVAL. The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.

16. WEEDS/GRASS/DEBRIS AND PROPERTY. Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-airport site.
17. INSPECTION. Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The City of Lander, its agents and representatives shall have an unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry, and Lessee holds Lessor harmless for such entry.
18. ADDRESSES FOR NOTICES. All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Intermountain Health Flight and Ambulance Services
5373 South Green Street, Suite 500
Murray UT 84123

19. NON-ASSIGNMENT. Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof, or allow any other third party to store an aircraft in the hangar for more than 45 days in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
20. ENVIRONMENTAL. Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
21. TAXES. Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

22. **BREACH – OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:
- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
 - B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
 - C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
 - D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - (1) **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
 - (2) **Termination.** If such payments are not made within thirty (30) days after said notice, this Lease and Lessee's rights hereunder shall, at the election of Lessor, forthwith terminate.
23. **DEFAULT AND TERMINATION.**
- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises, including but not limited to forcible entry and detainer under the laws of the State of Wyoming, and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
 - B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from the date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property, including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.
 - D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the hangar from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the hangar within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's hangar from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the hangar foundation, floor or apron should be left in place if it is in suitable condition for use with a new hangar but should be removed from the premises if it is not.
 - E. This Agreement may also be terminated upon mutual written agreement by the parties.
 - F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
24. LOSS OR DESTRUCTION. In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay the Lessee any rent theretofore paid by Lessee with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee's own expense, and the Lease shall continue in force and effect. If the hangar cannot be repaired within one hundred twenty (120) days, then the Lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.
25. ATTORNEY'S FEES. In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
26. ADDITIONAL COVENANTS.
- A. COMPLIANCE WITH LAWS. Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
 - B. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

- C. NONWAIVER. Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- D. NON-DISCRIMINATION.
- (1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
 - (2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
 - (3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.
- E. REQUIREMENTS OF THE UNITED STATES.
- (1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.
 - (2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee's hangar. The relocation of Lessee's hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics, and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee's hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible upon a request to move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee's hangar according to the above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.
- (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.
- F. CORPORATIONS. If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- G. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regard to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- H. WYOMING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- I. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- J. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- K. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- L. ENTIRE AGREEMENT. This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

INTERMOUNTAIN HEALTH FLIGHT &
AMBULANCE SERVICE

BY: _____
Mayor: Missy White

Signature

ATTEST:

City Clerk: Rachelle Fontaine

Authorized signature: Wade Patten

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this _____ day of _____, 20____, before me personally appeared Missy White, the Mayor, of Lessor to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this _____ day of _____, 20____, before me personally appeared Rachelle Fontaine, City Clerk, of Lessor to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 7, Item F.

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this _____ day of _____, 20____, before me personally appeared _____, of Intermountain Health Flight & Ambulance Services, Lessee, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____