



CITY OF LANDER REGULAR CITY COUNCIL MEETING

**Tuesday, February 10, 2026 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/86134245775>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. 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

4. MAYOR AND COUNCIL UPDATES

5. STAFF REPORTS

6. 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. Approve January 6, 2026, City Council Special Meeting Minutes
- B. Approve January 13, 2026, City Council Regular Meeting Minutes
- C. Approve January 27, 2026, City Council Special Meeting Minutes
- D. Approve January 27, 2026, City Council Work Session Meeting Minutes
- E. Approve Bills and Claims

7. NEW BUSINESS (ACTION ITEMS)

- A. Approve and authorize the Mayor to sign the Lease and Purchase Agreement between the City of Lander and WAM/WCCA Joint Oversight Board in the amount of \$100,000 for the "Main Street Decorative Light Lamp Post Replacement Project Phase 1"

- [B.](#) Approve 2026-2028 LOTRA Lease Agreement and License and Indemnification Agreement
- C. Consent to the Appointment of Kelly Waugh as the City of Lander Chief of Police

8. NEW BUSINESS (NON-ACTION ITEMS)

- A. Administer Oath of Office and Swear In Kelly Waugh as the City of Lander Chief of Police
- B. Officer Recognition and Commendation for Exemplary Service by Officers Stigers and Millington
- C. Bryan Brown, Summit West P.C., City of Lander Audit Presentation for the Fiscal Year Ending June 30, 2025.
- [D.](#) Funding for Key Services Proposed Ballot Language and Memorandum of Agreement

9. UNFINISHED BUSINESS (ACTION ITEMS)

- [A.](#) Approve second reading of Ordinance 2025 13 Repealing City Of Lander Municipal Code Title 2 – Sale, Licensing and Use Of Alcoholic and Malt Beverages, Sections 2-1-1 Through 2-5-1 in its Entirety and Replacing It With Title 2 – Sale, Licensing and Use Of Alcoholic and Malt Beverages Sections 2-1-1 Through 2-6-1
- [B.](#) . Approve third and final reading of Ordinance 2025-15 Granting A Non-Exclusive Franchise To Black Hills Wyoming Gas, LLC D/B/A Black Hills Energy, Its Successors And Assigns, And The Right, Permission And Authority To Construct, Maintain And Operate A Gas Transmission And Distribution System, Including Mains, Pipes, Conduits, Services And Other Structures, In, Under, Upon, Over, Across And Along The Streets, Alleys, Bridges And Public Places Within The Present And Future Corporate Limits Of The City Of Lander, Wyoming For The Furnishing, Transmission, Distribution And Sale Of Gas Whether Artificial, Natural, Mixed Or Otherwise For Lighting, Heating, Domestic, Industrial And Other Uses In Said City And Elsewhere, Limiting The Term Of Said Grant, Prescribing The Terms And Conditions Under Which Said Company May Operate, And Repealing Ordinance No. 1239.

10. ADJOURNMENT

Upcoming Council Meetings:

Special Meetings:

6:00 PM, Tuesday, February 24, 2026, City Hall

Regular Meetings:

6:00 PM, Tuesday, March 10, 2026, City Hall

Work Sessions:

6:00 PM, Tuesday, February 24, 2026, City Hall

6:00 PM, Tuesday, March 24, 2026, City Hall

All meetings are subject to cancellation or change.

	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Tuesday, January 06, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Melinda Cox, Josh Hahn, Julia Stuble, John Larsen, Chad Cassady and Mayor White. COUNCIL MEMBERS ABSENT: Dan Hahn. STAFF PRESENT: Interim Police Chief Kelly Waugh, City Attorney Adam Phillips, and City Clerk Rachelle Fontaine.

2. **NEW BUSINESS (NON-ACTION ITEMS)**

- A. Work Session Discussion Regarding Proposed Amendments to the Draft Ordinance 2025-13 Repealing City of Lander Municipal Code Title 2, “Sale, Licensing and Use of Alcoholic and Malt Beverages,” Sections 2-1-1 through 2-5-1, in Their Entirety and Replacing Them with Title 2, Sections 2-1-1 through 2-6-1

The meeting focused on reviewing and amending Lander's Title II Alcohol and Malt Beverage liquor license ordinance, specifically discussing proposed changes to the point system and enforcement procedures for liquor license holders. Council members debated several key amendments, including clarifying language and adjusting point thresholds for various violations. While no final decisions were made, the council agreed to continue refining the ordinance language and move forward.

3. **ADJOURNMENT**

Being no further business to come before the Council, the meeting was adjourned at 8:17 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

The entire meeting is available to view at <https://www.landerwyoming.org/meetings/recent> OR <https://www.youtube.com/@CityofLander>.

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 embracing the future.

The City of Lander is an equal opportunity employer and does not discriminate. Qualified applicants are considered for positions without regard to race, religion, military status, sex, age, national origin, disability, dexual orientation, or other characteristics protected by law.

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, January 13, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Dan Hahn, Melinda Cox, Josh Hahn, Julia Stuble, John Larsen, and Mayor White. COUNCIL MEMBERS ABSENT: Chad Cassady. Declaration of a quorum. STAFF PRESENT: Interim Police Chief Kelly Waugh, Assistant Mayor Rajeon Strube Fossen, City Attorney Adam Phillips, Deputy Treasurer / Clerk Kevin Kulow and City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** Moved by Council Member Cox, seconded by Council Member Larsen. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
3. **PUBLIC HEARING 2026-2027 Liquor License Renewals**

A. Mayor White opened the hearing at 6:02 PM.

B. City Clerk Fontaine read all licenses for renewal into the record.

C. Public comment

Charles Woolwine stated that Lander’s alcohol policy is inadequate and that the City has more regulatory authority than it currently uses. He urged the City to stop promoting alcohol through events, reconsider issuing the maximum number of alcohol licenses, consider recognizing a future “dry month,” and pause further alcohol policy actions until a committee can study the issue and make recommendations.

Karen Wetzel noted that Lander has approximately 4.67 miles and 27 liquor licenses, stating that while restaurants and bars should have licenses, not every gas station needs one. She cited Wyoming statute allowing denial of licenses when community welfare is harmed or needs are already met, and said many residents believe Lander has too many liquor licenses and that the number should be reduced.

Doug Duncan stated that Lander has an alcohol abuse problem, noting frequent police enforcement related to drinking, impacts on youth, and a recent alcohol-related death. While not opposing alcohol itself, he urged the city to address abuse by trying a dry month, limiting the number of liquor licenses, and ending City-sponsored encouragement of alcohol consumption.

D. Mayor White closed the hearing at 6:15 PM.
4. **COMMUNICATION FROM THE FLOOR**

A. Public Comment: None.
5. **MAYOR AND COUNCIL UPDATES**

Council Member Larsen provided a Senior Center update.

Council Member Stuble thanked community members for their engagement and acknowledged a recent violent incident that deeply affected the community. She expressed condolences to the victim’s family and friends, noted that investigations by law enforcement and DCI are ongoing, and emphasized the Council’s role in overseeing liquor licenses and encouraging establishments to review policies related to violent behavior.

Mayor White expressed sorrow over the tragic and uncharacteristic act of violence in Lander, emphasizing that such behavior is not aligned with community values. She offered condolences to the victim’s family, reflected on the importance of community support in times of loss, and noted the Council’s responsibility to continue efforts, including work on Title II, to pursue changes within its authority.
6. **STAFF REPORTS**

Assistant Mayor Fossen reported that lease renewals for LOTRA and the Senior Center are upcoming, with LOTRA’s lease to be discussed at the next work session and the Senior Center lease in March, followed by Council votes. The City reviewed and commented on the Fremont County Emergency Operations Plan, which will be brought forward for adoption by resolution at the January 27 meeting. Staff is also working with the Planning Commission on potential short-term rental changes to Title IV and requested that Council members submit any comments by the close of business the following day.

Treasurer Lara noted that this is her last council meeting after 19 years of service. Mayor White thanked her for her significant and lasting contributions to the City’s strong financial health and systems. She noted that a new treasurer has been interviewed and an offer is being finalized.

City Clerk Fontaine reminded Council that the Winter WAM session is February 11-13th if they want to register.

7. NEW BUSINESS (NON-ACTION ITEMS)

A. Complete Official Depository Disclosures for 2026

Clerk Fontaine noted that the council and certain staff are required each year to sign depository disclosures and requested each member sign the Official Depository Disclosures for 2026 and return them to her.

B. Kelly Waugh Interim Chief of Police yearly Department Report

Interim Chief Waugh briefed Council on a 5:10 p.m. press release about the January 9, 2026, Maverick Bar incident.

He then moved to the yearly report, which highlighted 2025 department priorities and accomplishments, including closing a long-standing policy/procedure gap, implementing Frontline documentation software, expanding wellness efforts with Responders Alliance, adding multiple in-house instructors/subject-matter experts, and focusing on rising domestic violence concerns. He outlined plans for a Citizens Police Academy in 2026 and described a major partnership with Central Wyoming College to develop a POST-certified academy, with the first Peace Officer Basic course planned for fall 2026. Council members praised the department’s community policing approach, discussed shoplifting prevention and improved reporting, and commented on LPD’s overall performance, especially its very low use-of-force rate.

8. CONSENT AGENDA

- A. Approve December 9, 2025, Regular Council Meeting Minutes
- B. Approve December 17, 2025, Special Meeting Minutes
- C. Approve Bills and Claims
- D. Appoint the Lander Journal as the City of Lander's Official Newspaper for 2026
- E. Appoint City of Lander Official Depositories for 2026 for the following:
 - 1. US Bank
 - 2. Central Bank and Trust
 - 3. Wyoming Community Bank
 - 4. Wells Fargo
 - 5. First Interstate

307 SHREDDING LLC SHREDDING 75.00 ADAM E PHILLIPS ATTORNEY AT LAW Professional Fees 5000.00 ADAM E PHILLIPS ATTORNEY AT LAW Separate Appeal Representation 2,370.75 AFFORDABLE TREE CARE, LLC tree removal 3,400.00 ALSCO lines and towels 353.50 AMERI-TECH EQUIPMENT CO Police Car Equipment Upgrades 16,243.72, CO Dump Bed 15,641.34 Police Car Equipment Upgrades 16,271.50 Police Car Equipment Upgrades 16,899.60 ARDURRA GROUP INC bid and final design package for Jefferson St ext. 10,588.75 ARDURRA GROUP INC Engineering services for Jeff St extension 5,676.70 Reconstruct Apron - Design 1,150.00 Reconstruction of Apron - November 10,632.50 ATEC Street Sweeper 329,546.00 AYRES ASSOCIATES INC Maintenance Facilities Master Plan Assessment 17,249.00 BLACK HILLS ENERGY DEC2025 Natural Gas 11,137.12 BOBCAT OF THE BIG HORN BASIN INC Bobcat service call 299.69 BOYLE ELECTRIC motor and panel for e pond sewer ponds 2,249.01 CASPER STAR TRIBUNE publication 1,264.50 CENTRAL BANK & TRUST Pay Night Fire Dept 18,650.00 CIVICPLUS Municode Annual Self-Publishing Software 1,751.00 COMMUNITY CENTER REFUNDS REFUND 500.00 COMMUNITY CENTER REFUNDS REFUND 500.00 COWBOY SUPPLY HOUSE Community Center Cleaning Suppl 115.69 CROELL INC 3/4 minus gravel for fremont sewer 701.08 road base for fremont sewer main 722.85 gravel for Fremont sewer ext. 1,705.78 3/4" minus gravel 466.48 flow fill for sewer main repair 1,131.00 DRUG TESTING SERVICES LLC employee screening 525.00 DUBOIS FRONTIER advertising 267.00 DURACAN CONTAINERS 40ft Container 5,461.25 FERGUSON ENTERPRISES INC cap and flanges for rodeo tank disconnect 1,500.14 pipe saw bar and chain 787.00 sewer pipe for Fremont street 8,653.19 FREMONT CO SOLID WASTE DISPOS cemetery clean up 21.00 hermansky cleanup 46.60 clean up hermansky property 73.00 FREMONT COUNTY TREASURER Dispatch - Police

& Fire 20,670.00 FREMONT COUNTY TREASURER Dispatch - Police & Fire 686.25 November jail bill 935.00 JAIL BILL 2,145.00 FREMONT MOTOR COMPANY headlight assembly 1,088.00 FRONTIER PROPERTY MAINTENANCE Landscape Maintenance for Community Center 925.00 GREGCO Winter closeout pay app 121,818.06 HDR ENGINEERING INC Wastewater Master Plan 2,870.00 Tank and Pump Station Closeout 12,292.50 GIS and Modeling 4,392.50 HEALTH EQUITY Employer ID #8470505 Monthly Admin Fee 590.80 HIGH COUNTRY CONSTRUCTION Retainage 459,722.51 L N CURTIS & SONS Shipping amount is the only amount that needs 15.88 LANDER GOLF & COUNTRY CLUB Benefit Support 43,500.00 LANDER SENIOR CITIZENS CENTER DEC2025 1,353.53 LARA, CHARRI Dues 110.00 Supplies 525.13 LIBERTY MUTUAL BOND - AMY 100.00 YNDSAY ALCARAZ 1/2 MASTERCARD Supplies 80.00 Pallet of drinking Water 316.76 Credit for pallet of water 100.00- Credit for pallet of water 100.00- Credit for pallet of water 100.00- Credit for pallet of water 16.36- Spectrum Phone OCT2025 Acct: 156821201 129.98 Spectrum Phone OCT2025 Acct: 156821201 130.00 Spectrum Phone OCT2025 Acct: 156821201 130.00 Spectrum Phone OCT2025 Acct: 156821201 260.00 Spectrum Phone OCT2025 Acct: 156821201 130.00 Spectrum Phone OCT2025 Acct: 156821201 130.00 Spectrum Phone OCT2025 Acct: 156821201 130.00 Spectrum Fiber Acct #173012201 NOV2025 300.00 Spectrum Fiber Acct #173012201 NOV2025 300.00 Acct #8313300430016823 OCT2025 Phone 15.77 Acct #8313300430151349 OCT2025 Phone 130.88 Lumen Accts: 333979797, 333475947, 333888 93.30 Lumen Accts: 333979797, 333475947, 333888 215.03 Lumen Accts: 333979797, 333475947, 333888 451.33 Lumen Accts: 333979797, 333475947, 333888 131.20 Lumen Accts: 333979797, 333475947, 333888 131.20 2024 Code books for Building Inspector 1,155.23 Supplies (keyboard and mouse) 34.99 Supplies - LCCC 304.80 keys and concrete grinder wheel 64.77 Pizza Hut Rebate 3.84 Outback Rebate 1.79- WAM winter conference registration 270.00 WAM Winter Conf. Registration 270.00 food 10.49 fuel for NLC 40.90 supplies 10.28 fuel NLC 51.46 car wash 10.00 Table purchase at Lander Tree Event 600.00 CPR training pads 81.20 November 2nd set of BacT sampling 75.00 Binder Dividers 71.25 2026 Desk calendars 36.95 Bag Check 40.00 Travel for Summit 29.36 Travel Meal 36.78 Phones - All 48.97 Phones - All 487.28 Phones - All 259.90 Phones - All 248.79 Phones - All 26.99 Phones - All 92.00 Travel to Texas 44.79 Checked Bag 40.00 Meal 19.48 Meal 5.41 CPR Training manikin 193.05 Wall calendars 62.90 onions for Christmas party meal 28.92 Rj45 plugs for ethernet cables 32.99 Ethernet cable for install to public works prv 198.99 Desk top calendars 28.09 supplies for Christmas party meal 145.48 Supplies 44.32 Santa gift bags 31.41 weekly planners 100.88 Travel to Dallas 20.73 office surge protectors 47.01 Christmas tree lights for Centennial Park 239.92 December 1st set of BacT samples 75.00 Stock of new structure and extrication gloves. P 2,074.75 Supplies 480.00 FMCSA Inquiry 5.00 Decals police 2,581.10 1-11/16in socket for rebuilding 30 inch valve act 23.39 Light Up Lander Facebook Ads - TAD Grant 55.00 New flush valve to replace failing auto flush valv 133.46 Light Up Lander Facebook Ads - TAD Grant 28.45 pole saw chains 61.18 Supplies 439.51 Prof fees - LCC 269.00 Supplies 326.34 Carwash bill for November 2025 27.60 Sanding belts 197.41 Brush and cleaner/degreaser to clen bathroom f 15.48 Patrol car key FOB batteries 17.99 AWS 23.22 Sweeper Belts 332.06 Storage 40.00 Custody and Control 1,062.85 Light Up Lander Facebook Ads - TAD Grant 50.00 Safety Supplies 436.25 Acct #3024-9062730-001 NOV2025 Trash Rem 166.41 Acct #3024-9062730-001 NOV2025 Trash Rem 181.46 Acct #3024-9062730-001 NOV2025 Trash Rem 158.92 Acct #3024-9062730-001 NOV2025 Trash Rem 1,033.21 Acct #3024-9062730-001 NOV2025 Trash Rem 762.88 Scissor lift for ethernet cable install from public 120.00 Google Workspace NOV2025 1,051.65 Google Workspace NOV2025 1,051.65 Office Supplies 31.98 Repair Kits for cylinder actuators for plant valve 928.56 postage 10.19 Xmas bags stuffers 25.44 xmas gas cards 25.00 Basket goodies for xmas 62.55 Supplies 588.71 xmas gas cards 125.00 xmas gas cards 350.00 Hats 360.00 PPE Rain jackets for Water collection and distri 151.86 3/8 x 2" tension roll pins 9.12 Shop tools 371.96 October wastewater sampling 345.00 November 2025 Wastewater sampling 269.00 November 2025 Wastewater Sampling 193.00 November 2025 Wastewater testing 193.00 Shipping for Wastewater Samples 55.00 December Wastewater Sampling 345.00 circuit breaker 9.89 2 Cans WD-40. Spray metal forms Little League 20.98 fuel filter 21.94 front axles 266.82 drill bit 49.99 switches and wire ties. 35.03 electrical connector, heat shrink 64.13 oil filter stock 5.00 air toggle valves 95.18 Battery 189.22 oil filter 30.81 knock sensor kit and oxygen sensor 141.56 turn signal switch/multi function 130.89 filter stock 10.35 credit warranty part 70.97- brake booster grommet and check valve 14.39 grease coupler 27.49 Dui blood kits postage X2 L25-01518 and 0373 15.70 Mail DUI kit L25-04004 7.85 Light Up Lander Facebook Ads - TAD Grant 52.00 Extension cord and splitter for Centennial Park 52.17 Tow bill L25-03366 Hammond 194.48 ammonia electrode for sewer ponds 1,212.75 MASTERCARD: ammonia standards for sewer ponds 416.07 Little League Baseball 165 bag 3,455.55 e-coli testing for Nov. 2025 270.00 Postage DUI kit to WCL L25-03827 7.85 Supplies 1,745.00 Supplies 1,745.00 Christmas Tree - Centennial Park Lights -- Chris 23.98 Garage door openers for water plant 89.98 Hand soap refill; ice skate markers; plastic spra 30.73 Vonage Phone NOV2025 828.09 Vonage Phone NOV2025 828.08 Little League Baseball Reconstruction - 20 stick 201.57 Little League Reconstruction Project - 63 bags o 1,342.88 Little League Reconstruction Project - 63 bags o 10.06 photo cells and hardware for Centennial Park 66.56 METRON FARNIER Meter Project 693.30 MISC ONE TIME VENDOR CONTRACTOR LICENSE REFUND 87.50 MISC ONE TIME VENDOR NLC CONF. HOTEL REIMBURSEMENT 1,082.68 MOTOROLA SOLUTIONS INC Radio Programming for New patrol Radio 157.14 MULLINS, STUART registration for 4,5,6 grade basketball boys and 825.00 NORCO INC oxygen 69.61 NORCO INC Argon 40.67 NORCO INC Ox/Acetylene 137.03 NWPX GENEVA manholes for Fremont sewer extension 10,600.30 OFFICE SHOP, INC. Copier Toner 632.93. Copier Toner 632.92. Ink Tanks for Copier 294.98 Ink Tanks for Copier 294.97 copier supplies 60.70 ONE CALL OF WYOMING dig tickets for Nov. 2025 71.40 OPEN LOCK MASONRY Dugouts Little League 14,500.00 O'REILLY AUTO PARTS Acct #807063 Battery 51.72 O'REILLY AUTO PARTS Acct #807063 Credit Memo 37.99 PAYMERANG LLC NOV2025 Monthly Fee 100.00 PAYMERANG LLC NOV2025 Monthly Fee 100.00 PAYMERANG LLC Monthly Service Fee DEC2025 100.00 PAYMERANG LLC Monthly Service Fee DEC2025 100.00 PERFECT POWER INC Lighting upgrades to Legion Field in City Park 38,746.35 PHAT FOAM INSULATION LLC Wyoming Energy Authority Grant - Public Works 5,890.00 Gutters on Tank and Pump Station Walkways 850.00 PHOENIX ENERGY CORP Repairs for main street tree well outlets 2025 2,371.34 POLLARDWATER traffic cones 1,072.00 PRECISION DIRT excavation for Fremont sewer project 73,969.06 additional work the City asked for. Fremont sew 5,562.00 RANGER-JOURNAL-WIND RIVER NEWS publication 6,300.00 RIVER OAKS COMMUNICATIONS CORP Franchise attorney work for BHE and Wind Rive 2,023.50 ROCKY MOUNTAIN POWER NOV2025 38,554.88 SIMPLIFILE renewal 99.00 STRIKE CONSULTING GROUP Annexation Agreements to Mapping 8,580.00 Standards and Eng Design Work 10,440.00SRF Closeout for McFarlane Drive 1,667.50 Sewer Master Planning 4,562.50 Meter Project Closeout 1,015.00 Stream Engineering 21,897.25 Stream Gauge Monitoring 488.75 SUMMIT WEST CPA GROUP P.C. Progress Billing 2025 Audit 6,250.00. Progress Billing 2025 Audit 6,250.0 . IT Support 1,178.17 IT Support 1,178.16 TEAM LABORATORY CHEM LLC mega bugs for sewer ponds 3,171.00 THATCHER COMPANY Tanker of Aluminum Sulfate 11,766.50 Pup of Chlorine 8,760.66 THERMOPOLIS INDEPENDENT RECORD TAD Grant Reimbursement - Light Up Lander n 250.00 TOP PRIORITY DRAIN CLEANING video service line and found sewer main 225.00 TYLER TECHNOLOGIES Prof Fees 5,157.42 USDA - FOREST SERVICE reservoir lease 184.22 WALLER, TECIA Maintenance at LCCC and City Hall 500.00 Maintenance at LCCC and City Hall 500.00 Maintenance at LCCC and City Hall 3,400.00 WATER REFUNDS REFUND - WATER - MITCHELL 117.27 WATTS HYDRAULICS ACQUISITION CORP insulation 197.55 WESTERN LAW ASSOCIATES Professional Services DEC2025 2,521.03 WESTERN PRINTING CO. DEC 2025 Water Bills 705.13 WHITING LAW PC DEC 2025

Services 122.50 WILLIAM H SMITH & ASSOC South 9th/Sweetwater Intersection Design 13,318.75 Baldwin Creek ROW Analysis/Platting 4,915.00 Baldwin Creek Redesign 440.00 Lincoln Street - Construction Administration 19,986.25 Lincoln Street Materials Testing 7,735.00 WIND RIVER TRANSPORTATION AUTHORITY Detention Center bus passes program 54.00 Transportation 28.00 WYDOT Exempt Plate fee 6.00 WYDOT - FINANCIAL SERVICES WYDOT Fuel NOV2025 11,970.40 WYOMING DEPT OF REVENUE sales tax on concessions Jan/Feb 2025 357.79 WYOMING RETIREMENT SYSTEM Vol fire retirement 693.75 WYOMING TAXPAYERS ASSN. 2026 Membership 195.00 WYOMING TECHNOLOGY TRANSFER CTR LPA Registration Fall 2025 50.00 WYOMING TECHNOLOGY TRANSFER CTR LPA Registration Fall 2025 50.00 AFLAC 467.26 CSSW 1554.50 Colonial Life 232.55 Federal payroll taxes 84259.53 Def Comp 7340 NCPERS 128 Trustmark 379.66 WEBT 81671.84 Workers Comp 5192.54 WRS 63924.21 PART_TIME WAGES: City Hall 339.50 Municipal Court 1327.73 Police 1386

Moved by Council Member Larsen, seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

9. NEW BUSINESS (ACTION ITEMS)

- A. Approve Resolution 1378 Authorizing Application to Wyoming Community Gas Community Improvement Grant Program for the 2026 City Park Playground Fibar Surface Supplement
- Moved by Council Member Stuble, seconded by Council Member Larsen. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- B. Approve Resolution 1379 SLIB Unmet Housing Needs Grant Opportunity
- Moved by Council Member Cox, seconded by Council Member Stuble. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- C. Authorize Mayor to sign Notice of Award to 71 Construction in the amount of \$1,271,500.00 for Jefferson Street Extension into Popo Agie Park
- Moved by Council Member Larsen, seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- D. Authorize Mayor to sign Agreement Modification for CDBG grant to April 30, 2027
- Moved by Council Member Cox, seconded by Council Member Stuble. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- E. Approve City Hangar Lease Agreement between the City of Lander and Joe Kenney for City Hangar 301 located at the Hunt Field Airport
- Moved by Council Member D Hahn, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- F. Approve Ardurra LND Apron Reconstruction Design Addendum #01 Planning and Environmental, and Airport Beacon Replacement
- Moved by Council Member Cox, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- G. Approve Liquor License Renewals for the following license holders:
- AMERICAN PIZZA PARTNERS LP, PIZZA HUT
- 670 E MAIN ST, LANDER, WY
- SE1/4, SW1/4, SEC 17, T33N, R99W, FREMONT COUNTY, C GENERAL COMMERCIAL DISTRICT
- BAILEY ENTERPRISES INC, PIT STOP 6 LLC
- 730 E MAIN ST, LANDER, WY
- SE1/4, SW1/4, SEC17, T33N, R99W, FREMONT COUNTY, C GENERAL COMMERCIAL DISTRICT
- COALTER GROUP LLC, GANNETT GRILL & LANDER BAR
- 126 MAIN ST, LANDER, WY
- LOTS 17-19, BLOCK 16, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT
- EATERY 223 LLC, LINCOLN STREET BAKERY
- 223 LINCOLN ST, LANDER, WY
- LOT 2 W10 & LOT 3 E 40, ORIGINAL TOWN OF LANDER BLK 17, C GENERAL COMMERCIAL DISTRICT
- EL SOL DE MEXICO INC, EL SOL DE MEXICO
- 453 MAIN ST, LANDER, WY
- LOT 5, BLOCK 24, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT
- EL VAQUERO 2 MEXICAN GRILL & CANTINA INC, EL VAQUERO 2
- 720 E MAIN ST, LANDER, WY
- SE1/4, SW1/4, SEC17, T33N, R99W, FREMONT COUNTY, C GENERAL COMMERCIAL DISTRICT

ELKS BPO 2317,
492 LINCOLN ST, LANDER, WY
LOT 11, BLK 10, RIVERSIDE ADDITION, O.T. OF LANDER, C GENERAL COMMERCIAL DISTRICT

KITCHEN SINKS INC, COWFISH
148 MAIN ST, LANDER, WY
LOTS 15 & 16, BLOCK 18, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

LANDER BREWING COMPANY LLC, LANDER BREWING COMPANY
148 MAIN ST, LANDER, WY
LOTS 15 & 16, BLOCK 18, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

LANDER GOLF COURSE
1 GOLF COURSE DR, LANDER, WY
NW1/4, NE1/4, SEC 19 & 20, T33N, R99W, 6TH P.M., C GENERAL COMMERCIAL DISTRICT

LIK INC, MAVERICK MOTEL RESTAURANT & LOUNGE
808 MAIN ST, LANDER, WY
LOTS 19 & 20, BLOCK 105, EARL & FARLOW ADDITION, C GENERAL COMMERCIAL DISTRICT

LIQUID COURAGE LLC, LIQUID COURAGE BAR & GRILL
592 MAIN ST STE 1, LANDER, WY
LOT 11, ORIGINAL TOWN OF LANDER BLOCK 14, C GENERAL COMMERCIAL DISTRICT

MAVERIK INC, MAVERIK #389
135 E MAIN ST, LANDER, WY
PT OF SEC 18, T33N, R99W, 6TH P.M. & LOT 2, RIVER PLACE TOWNHOMES, CITY OF LANDER

MIDDLE FORK INC, THE MIDDLE FORK
351 MAIN ST, LANDER, WY
LOT 7, BLOCK 23, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

MINI MART INC, LOAF N JUG #155
195 W MAIN ST, LANDER, WY
LOTS 9 & 10, BLOCK 21, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

MR DS FOOD CENTER
725 MAIN ST, LANDER, WY
LOTS 16 & 17, VACATED ALLEY OF BLOCK 27, EARL & FARLOW ADDITION, C GENERAL COMMERCIAL DISTRICT

MULINO BRISTO LLC, MULINO
129 MAIN ST, LANDER, WY
ORIGINAL TOWN OF LANDER, BLK 21, LOTS 3-4 & PART OF LOTS 2 & 5, REPLAT, LOT 2A, C GENERAL COMM DIST

OXBRIDGE CORPORATION, THE OXBOW
170 E MAIN ST, LANDER, WY
SW1/4, SE1/4, SEC 18, T33N, R99W, 6TH P.M., LOTS 19 & 20, & PT OF 18, C GENERAL COMMERCIAL DISTRICT

SAFEWAY STORES 46 INC, SAFEWAY STORE #2761
1165 MAIN ST, LANDER, WY
NE1/4 NE1/4 OF SEC 13, T33N, R100W, 6TH P.M., CITY OF LANDER, C GENERAL COMMERCIAL DISTRICT

SILVER SPUR LANES INC, SILVER SPUR LANES
1290 MAIN ST, LANDER, WY
PTN OF LOTS 9 -14, BLOCK, 144, GUSTIN ADDITION & SUNSET 1ST ADDITION, C GENERAL COMMERCIAL DISTRICT

SWEETWATER FOOD & BEVERAGE LLC, ONE STOP MARKET
8116 HWY 789, LANDER , WY
LOT 1 & PORTION OF LOT 2, BLOCK 2, DILLON VISTA SUBDIVISION, C GENERAL COMMERCIAL DISTRICT

VFW 954, POPO AGIE POST 954
11 TWEED LN, LANDER, WY

NE 1/2 SE1/4, SEC 12, T33N, R99W, 6TH P.M., C GENERAL COMMERCIAL DISTRICT

WYOMING CATHOLIC FOOD SERVICES LLC, WYOMING CATHOLIC FOOD SERVICES
306 MAIN ST, LANDER, WY
LOTS 19 & 20, BLOCK 16, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

ZANDERS CATERING INC, ZANDERS CATERING
101 GARFIELD ST, LANDER, WY
LOT 1, BLOCK 2, BALDWIN ESTATE ADDITION, CITY OF LANDER

Moved by Council Member D Hahn, seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- H. Approve renewal of Bar & Grill liquor license for
WILD WEST WAREHOUSE LLC, GRIZZLY BAR & GRILL
692 MAIN ST, LANDER, WY
LOT 11, BLK 13, ORGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

Moved by Council Member Larsen, seconded by Council Member Cox.

DISCUSSION: Deputy Treasurer/Clerk Kulow explained this business has an outstanding correction memo issued from the State Liquor Division, it has not paid the renewal fee, there is an outstanding Sales Tax Hold, and the location as listed on the renewal application is incorrect. Council discussed the potential actions they could take with the City Attorney.

Council Member Larsen moved to amend the motion and conditionally approve the renewal of the Bar & Grill liquor license for WILD WEST WAREHOUSE LLC, GRIZZLY BAR & GRILL, pending resolution and compliance with the correction memo, payment of renewal fees, resolution of the Sales Tax Hold and a new location/transfer for the license before the expiration of the license on February 20, 2026.

Council Members voting Yea on the amended motion: Larsen, D Hahn, Cox, and J Hahn. Council Members voting Nay: Stuble. Motion passed.

- I. Approve renewal of Restraurant liquor license for
ON-SITE LAUNDRY LLC, ON-SITE LAUNDRY
680 MAIN ST, LANDER, WY
LOT 11, BLOCK 13, ORGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

Deputy Treasurer / Clerk Kulow explained that there was a Sales Tax Hold, but it was resolved this afternoon.

Moved by Council Member Cox, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- J. Approve renewal of liquor license for
PUSHROOT LAGERHAUS LLC, PUSHROOT BREWING COMPANY
595 MAIN ST, LANDER, WY
W30 OF LOT 9 ALL OF LOT 10, BLOCK 25, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

Moved by Council Member Cox, seconded by Council Member Stuble.

DISCUSSION: There is an outstanding correction memo; however, the requested information was submitted to the State Liquor Division last week.

Council Member Stuble moved to amend the motion and conditionally approve the license pending clearance of the correction memo items prior to the February 20, 2026 expiration date. Seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- K. Authorize the City of Lander to offer AirMedCare Memberships to employees through a payroll deduction.

Moved by Council Member Cox, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

10. ADJOURNMENT Moved by Council Member Stuble, seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 7:40 PM.

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

The entire meeting is available to view at <https://www.landerwyoming.org/meetings/recent> OR <https://www.youtube.com/@CityofLander>.

CITY OF LANDER MISSION STATEMENT

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	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Tuesday, January 27, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

- 1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCIL MEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble (via Zoom), Melinda Cox, Chad Cassidy and Mayor White. Declaration of a quorum. STAFF PRESENT: Interim Chief Kelly Waugh, Assistant Mayor Ralean Strube Fossen, City Attorney Adam Phillips, City Clerk Rachelle Fontaine
- 2. **APPROVAL OF AGENDA** Council Member Larsen moved to approve, seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn and Cassidy. Motion passed.
- 3. **COMMUNICATION FROM THE FLOOR**
 - A. Public Comment. None.
- 4. **MAYOR AND COUNCIL UPDATES**

Council Member J Hahn recommends trying the new Cinnamoon establishment.

Council Member Stuble stated that the Tree Board and City staff worked with Wyoming State Forestry to start a City Park tree inventory this spring, producing a priority document and informing upcoming budget requests for aging cottonwoods.

Council Member Cox met with the Chamber. She noted LEDA needs clearer direction and stronger board engagement. She praised Business After Hours and the City's advance notice to businesses that helped them prepare for the busy tournament weekend.

Council Member Larsen announced the Lander Senior Center is hosting a fundraiser dinner encouraged people to support it.

Mayor White shared several updates: she joined the police command staff in the First Responder Alliance, where discussion focused on resources for officers and improving the employee assistance program. She’s also been invited to a budget forum with Governor Gordon to discuss what ongoing property tax reductions could mean for Lander’s general fund. She echoed support for the City Park tree inventory. Finally, she celebrated the middle school ski team’s strong performance, and their sportsmanship.

5. **STAFF REPORTS**

Interim Chief Waugh said he will speak on the Fremont Biz Podcast and at a business luncheon about First Responder Alert and business safety plans. He also pushed for a rapid, coordinated incident-communication system among businesses, noting they’re exploring geo-fenced text alerts and possible partnerships like County 10.

Public Works Director Hopkin reported that the Buena Vista project will go out to bid next Tuesday, with strong pre-bid interest. Contractors indicated the work may be more realistic as a two-year project rather than one, and the City expects higher bids than earlier estimates, with adjustments or additional funding possible while they continue working through existing SRF funds. The plan is to work toward the community center in year one and continue beyond that in year two.

Assistant Mayor Strube Fossen gave an update on Public Law 566 federal funding for watershed protection and flood prevention. The City applied for funds in 2022 and has only recently begun working with the program.

City Clerk Fontaine reported that Duane Kaiser is retiring from the police department after about 10 years in his current role and 18 years in law enforcement. The City has hired his replacement, who

starts Friday, and Attorney Phillips will swear in a new officer and treasurer tonight. She also noted the City is interviewing three candidates for part-time cleaning aiming to be fully staffed soon.

6. NEW BUSINESS (NON-ACTION ITEMS)

- A. Swear in Ethan Borchardt as a Lander Police Officer II
- Interim Chief Waugh provided an introduction for Ethan Borchardt who was then sworn in by City Attorney Adam Phillips.
- B. Approve appointment and swear in Kristen Koehn as the City of Lander Treasurer.
- City Attorney Phillips administered the oath of office and swore in Kristen Koehn as the new City Treasurer.

7. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve second reading of Ordinance 2025-15 Granting A Non-Exclusive Franchise To Black Hills Wyoming Gas, LLC D/B/A Black Hills Energy, Its Successors And Assigns, And The Right, Permission And Authority To Construct, Maintain And Operate A Gas Transmission And Distribution System, Including Mains, Pipes, Conduits, Services And Other Structures, In, Under, Upon, Over, Across And Along The Streets, Alleys, Bridges And Public Places Within The Present And Future Corporate Limits Of The City Of Lander, Wyoming For The Furnishing, Transmission, Distribution And Sale Of Gas Whether Artificial, Natural, Mixed Or Otherwise For Lighting, Heating, Domestic, Industrial And Other Uses In Said City And Elsewhere, Limiting The Term Of Said Grant, Prescribing The Terms And Conditions Under Which Said Company May Operate, And Repealing Ordinance No. 1239.
- Council Member Cox moved to approve, seconded by Council Member Cassady. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn, and Cassady. Motion passed.

8. NEW BUSINESS (ACTION ITEMS)

- A. Approve the appointment of Marcus Krall to the Urban Forest Council / Tree Board
- Council Member Cox moved to approve, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn, and Cassady. Motion passed.
- B. Resolution 1380 Adoption of the Fremont County/Municipal/Tribal Emergency Operation Plan
- Council Member Cox moved to approve, seconded by Council Member Cassady. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn, and Cassady. Motion passed.
- C. Approve removal of Charri Lara from all City of Lander Accounts
- Council Member Larsen moved to approve, seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn, and Cassady. Motion passed.
- D. Approve the addition of new City Treasurer Kristen Koehn to all City of Lander accounts effective February 2, 2026
- Council Member Cox moved to amend the motion to approve the appointment of new city treasurer Kristen Koehn and add her to all City of Lander accounts, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn, and Cassady. Motion to amend passed.
- Council Member Cox moved to approve as amended, seconded by Council Member Cassady. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn, and Cassady. Motion passed.
- E. Approve and authorize the mayor to sign the Independent Contractor Agreement between the City of Lander and the Wyoming Association of Municipalities for professional accounting and bookkeeping services.
- Council Member Cox moved to approve, seconded by Council Member Cassady.
- DISCUSSION: Mayor White explained that the original plan was for an overlap between Charri and the new treasurer to transfer institutional knowledge about complex funding, grants, and budgeting, but that’s changing due to Charri’s schedule and Ms. Koehn's strengths. Instead, Charri will spend one full week in the office, then remain available a few hours per week as needed through WAM.
- Council discussed concerns about the open-ended scope and costs of paying \$100/hour through a contract with the Wyoming Association of Municipalities (WAM). Some wanted a cap/guardrail,

while also not limiting needed training or future help. Others emphasized the need for a clearer scope of work (typically an “Exhibit A”) and more defined expectations before approving spending, though it was clarified that Council could set internal limits without amending the contract. The group generally agreed it would help to hear from the new treasurer after the first week about what support is actually needed, balancing fiscal responsibility with adequate onboarding.

Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn, and Cassady. Motion passed.

9. ADJOURNMENT

Council Member Cox moved to approve, seconded by Council Member Cassady. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn, and Cassady. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 7:03 PM.

The City of Lander:

By: _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, January 27, 2026, at 7:40 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

The meeting commenced following the Special Meeting at 7:04 PM. COUNCIL MEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble (via Zoom), Melinda Cox, Chad Cassady and Mayor White. Declaration of a quorum. STAFF PRESENT: Interim Chief Kelly Waugh, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

1. NEW BUSINESS (NON-ACTION ITEMS)

A. Senior Center Annual Update

Jane Nolde, Executive Director of the Lander Senior Center, provided an annual update. She described how the center served 28,396 home-delivered meals and 15,962 on-site meals to seniors 60+, supported 608 individuals overall, and also provides public transportation for anyone 18+ to help residents stay independent. She highlighted programs that reduce social isolation and improve health, including the “Healthy You” chronic disease/caregiver course (16 participants), multiple exercise classes, weekly Social Security help, monthly veterans’ assistance, and AARP-supported simple tax preparation starting February 2 by appointment. She also noted recent upgrades, the essential role of staff and volunteers, ongoing community partnerships, and that while donated EVs save on fuel for meal delivery, the building’s solar array doesn’t fully offset heavy morning electricity use.

B. Discussion Regarding Overtime Policy

City Clerk Fontaine briefed council on Lander’s overtime policy, noting it’s historically more generous than federal rules (including counting holiday/vacation/sick toward the 40-hour threshold, and paying police overtime at 160 hours in a 28-day cycle rather than the federal 171). Because the City’s software doesn’t calculate the difference cleanly, staff had to manually review timecards and provide employees a comparison of what they were paid vs. what they would have received under federal standards, especially in light of uncertainty around a new federal/tax-related change (“one big, beautiful bill”). She estimated that switching to the federal approach could conservatively save \$60k–\$70k per year, while acknowledging overtime would still occur for emergencies, staffing gaps, and major events.

Police leadership emphasized that moving from 160 to 171 is often perceived as “taking away overtime,” but argued it isn’t, pointing to other earning opportunities like traffic grant detail work.

Public Works reported minimal issues under the current approach, though they acknowledged occasional cases where employees used holiday/sick and still accrued overtime, and noted they haven’t had complaints about monthly pay. Council said they’d like the city to consider moving forward with changes.

C. Josh Dorrell, CEO of the Wyoming Business Council, presentation on how the WBC can assist local government in economic development

Josh Dorrell told Lander’s council that Wyoming’s economy is declining largely because a small and shrinking workforce makes it hard for businesses to grow, creating a cycle of stagnation and out-migration. He said the state is trying to break that cycle by investing in community infrastructure and entrepreneurship through tools like the Business Ready Communities (BRC) program and the Wyoming Venture Capital fund using federal dollars, arguing these investments generate roughly \$20 of economic impact for every \$1 invested.

Dorrell emphasized that housing is the key lever connecting workforce and business success, and that in Wyoming the biggest housing blockers are often over-regulation and lack of “arterial” infrastructure, not simple supply-and-demand. He pointed to Cheyenne’s example, where Mayor Patrick Collins focused on housing and made incremental regulatory changes such as, parking, setbacks, facade, density, which Dorrell said helped drive a 300% increase in building permits—showing local policy can unlock growth.

In discussion, Lander leaders noted the political difficulty of changing housing rules when residents want affordability but resist altering town character; Dorrell replied that leadership requires guiding communities through discomfort and change and offered his team’s help (including regional and “assessment to action” staff). When asked about funding for infrastructure, he warned that BRC and even the agency itself was at risk of being eliminated after June 30 under current budget proposals, which would remove a major local growth funding source for projects like water, sewer, and sidewalks.

Council Member Julia Stuble asked what an economic development organization like LEDA should focus on; Dorell urged the city and economic development to act as one team, avoid copying “best practices” from other places, and instead solve Lander’s specific problems with patience and a willingness to take measured risks. The meeting closed with agreement on the importance of partnering, and a reminder from local leaders that sustaining Wyoming’s future also depends on residents consistently supporting local businesses year-round.

2. **ADJOURNMENT** Being no further business to come before the Council, the meeting was adjourned at 8:13 PM.

The City of Lander:

By: _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

The entire meeting is available to view at <https://www.landerwyoming.org/meetings/recent> OR <https://www.youtube.com/@CityofLander>.

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307 SHREDDING LLC	shredding	75.00
Total 307 SHREDDING LLC (1483):		75.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Appeal - Wittick	397.50
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		5,397.50
ADELLE SIMON	fall volleyball registration	620.00-
Total ADELLE SIMON (1404):		620.00-
AIRGAS USA LLC	cylinder lease	85.00
Total AIRGAS USA LLC (16):		85.00
AIRMEDCARE NETWORK	AirMedCare Applications 2026	4,743.00
Total AIRMEDCARE NETWORK (1539):		4,743.00
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center Linens	249.14
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center Linens	182.04
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center Linens	241.32
ALSCO	Community Center MicroTech Towels	44.71
Total ALSCO (917):		896.05
ARDURRA GROUP INC	LND Reconstruct Apron - Design for December	41,984.25
Total ARDURRA GROUP INC (1390):		41,984.25
B & T FIRE EXTINGUISHERS	Annual Service & Recharge - City Hall	35.00
B & T FIRE EXTINGUISHERS	Fire Extinguisher service	114.00
B & T FIRE EXTINGUISHERS	Fire extinguisher recharge	257.00
B & T FIRE EXTINGUISHERS	Annual Service & Recharge - Senior Center	76.50
Total B & T FIRE EXTINGUISHERS (43):		482.50
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas JAN2026	976.57
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas JAN2026	1,210.39
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas JAN2026	4,031.84
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas JAN2026	820.09
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas JAN2026	4,970.42
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas JAN2026	43.93
Total BLACK HILLS ENERGY (465):		12,053.24
CITY PLUMBING & HEATING INC	Urinal Repair 1390 Buena Vista	47.50
CITY PLUMBING & HEATING INC	replace water fountain filter	192.05
Total CITY PLUMBING & HEATING INC (105):		239.55
CROELL INC	Legion Field fence coping repair after tree remo	725.25

Total CROELL INC (1452):		725.25
DORSETT TECHNOLOGIES INC	Tech help for altitude valve not opening at the El	600.00
Total DORSETT TECHNOLOGIES INC (1149):		600.00
DRUG TESTING SERVICES LLC	Background screening	130.00
DRUG TESTING SERVICES LLC	screening	65.00
DRUG TESTING SERVICES LLC	screening	100.00
Total DRUG TESTING SERVICES LLC (148):		295.00
FAIRFIELD TREE AND LAWN CARE	Community Center/GC Tree Trimming	3,500.00
Total FAIRFIELD TREE AND LAWN CARE (1055):		3,500.00
FERGUSON ENTERPRISES INC	manhole mastic	266.43
Total FERGUSON ENTERPRISES INC (553):		266.43
FLOWPOINT ENVIRONMENTAL SYSTEMS	Annual Fees 2026	3,756.68
Total FLOWPOINT ENVIRONMENTAL SYSTEMS (1156):		3,756.68
FLOYD'S TRUCK CENTER WY	Surge tank, healights, harness	1,142.35
Total FLOYD'S TRUCK CENTER WY (646):		1,142.35
FREMONT COUNTY TREASURER	JAN JAIL BILL	2,310.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	686.25
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	20,670.00
Total FREMONT COUNTY TREASURER (190):		23,666.25
FREMONT MOTOR COMPANY	engine oil cooler and gaskets	281.12
FREMONT MOTOR COMPANY	Heater core and Blend door acuator	203.96
Total FREMONT MOTOR COMPANY (194):		485.08
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00
Total FRONTIER PROPERTY MAINTENANCE (1484):		925.00
HACH COMPANY	CL17 Chlorine reagents, turb calibration standar	2,930.70
Total HACH COMPANY (214):		2,930.70
HDR ENGINEERING INC	GIS Services	1,728.75
Total HDR ENGINEERING INC (994):		1,728.75
HEALTH EQUITY	Monthly Admin Fee FEB2026	149.33
HEALTH EQUITY	Monthly Admin Fee FEB2026	149.32
Total HEALTH EQUITY (1502):		298.65
HOMAX OIL SALES INC	55 gal drum of 220 food machine oil	1,401.40

Total HOMAX OIL SALES INC (1538):		1,401.40
HOT SPOTS LLC	Thermal detection of WTP and Wastewater Lag	3,768.00
Total HOT SPOTS LLC (1535):		3,768.00
KLEEN PIPE LLC	clean and video new Fremont ext.	2,453.78
Total KLEEN PIPE LLC (1032):		2,453.78
LANDER SENIOR CITIZENS CENTER	Jan-26	1,879.54
Total LANDER SENIOR CITIZENS CENTER (296):		1,879.54
MASTERCARD	replacement computer for RaJean, conf room	790.00
MASTERCARD	Supplies	368.50
MASTERCARD	Supplies	80.00
MASTERCARD	Supplies	100.00
MASTERCARD	Awards Vin monies	450.00
MASTERCARD	first aid kit	38.80
MASTERCARD	fire hydrant repair kits	1,333.54
MASTERCARD	January 2026 1st set of BacT samples	75.00
MASTERCARD	Uniforms for New Officer	765.74
MASTERCARD	Purchase protection for Wyoming Weed Manag	12.75
MASTERCARD	Christmas Party Meal	133.00
MASTERCARD	Christmas Party - Meal	159.00
MASTERCARD	Acct#: 156821201 Spectrum Phone NOV2025	129.98
MASTERCARD	Acct#: 156821201 Spectrum Phone NOV2025	130.00
MASTERCARD	Acct#: 156821201 Spectrum Phone NOV2025	130.00
MASTERCARD	Acct#: 156821201 Spectrum Phone NOV2025	260.00
MASTERCARD	Acct#: 156821201 Spectrum Phone NOV2025	130.00
MASTERCARD	Acct#: 156821201 Spectrum Phone NOV2025	130.00
MASTERCARD	Acct#: 156821201 Spectrum Phone NOV2025	130.00
MASTERCARD	Acct #173012201 Spectrum Fiber DEC2025	300.00
MASTERCARD	Acct #173012201 Spectrum Fiber DEC2025	300.00
MASTERCARD	Disputed Purchase	19.10
MASTERCARD	Disputed Purchase	19.10
MASTERCARD	Disputed Purchase	19.00
MASTERCARD	Credit hours added to upkeep Building official cr	110.00
MASTERCARD	Certification Renewal	110.00
MASTERCARD	Supplies	53.82
MASTERCARD	Spectrum Phone NOV2025 Acct #8313300430	15.77
MASTERCARD	Spectrum Phone NOV2025 Acct #8313300430	130.88
MASTERCARD	Lumen Phone DEC2025 Accts: #333888956, #	93.30
MASTERCARD	Lumen Phone DEC2025 Accts: #333888956, #	215.03
MASTERCARD	Lumen Phone DEC2025 Accts: #333888956, #	451.34
MASTERCARD	Lumen Phone DEC2025 Accts: #333888956, #	131.20
MASTERCARD	Lumen Phone DEC2025 Accts: #333888956, #	131.20
MASTERCARD	USB extended cables for L! computer screens	6.91
MASTERCARD	fire hall cleaning supplies / picture frames for aw	116.96
MASTERCARD	Bankers Boxes for Municipal Court	40.73
MASTERCARD	battery's for sewer meters	239.92
MASTERCARD	signs and batteries	124.32
MASTERCARD	Fire style nozzle for basin cleaning	14.22
MASTERCARD	Plant Replacement Computer	1,139.99
MASTERCARD	Software Subscription	16.38
MASTERCARD	shipping for wet test	193.66
MASTERCARD	shipping for wet test at sewer ponds	168.04
MASTERCARD	shipping wet test for sewer ponds	168.04

MASTERCARD	groceries for Holiday party	60.85
MASTERCARD	groceries for Holiday party	27.13
MASTERCARD	Meals HLS	373.63
MASTERCARD	December 2nd set of BacT Samples	75.00
MASTERCARD	misc shop supplies and materials	623.02
MASTERCARD	Phones - All	48.97
MASTERCARD	Phones - All	513.38
MASTERCARD	Phones - All	1,895.78
MASTERCARD	Phones - All	248.79
MASTERCARD	Phones - All	26.99
MASTERCARD	Phones - All	92.00
MASTERCARD	Fuel	32.20
MASTERCARD	Employee Benefit	150.03
MASTERCARD	Tablecloths	23.49
MASTERCARD	Travel for Rich	43.80
MASTERCARD	New headlamp and usb plug ins	59.37
MASTERCARD	To be reimbursed	24.34
MASTERCARD	To be reimb	386.24
MASTERCARD	New rope and clips for City Hall flagpole	48.16
MASTERCARD	Computer Monitors	375.90
MASTERCARD	Employee Benefit	36.75
MASTERCARD	Windshield resin	44.95
MASTERCARD	Wrench and socket for rodeo tank altitude valve	125.33
MASTERCARD	car cleaning wash and brush	64.27
MASTERCARD	Park signage - no dumping trash in dumpsters	439.38
MASTERCARD	Laptop for programming radios	205.05
MASTERCARD	vent wraps	8.98
MASTERCARD	Purchase protection for Wyoming Weed Manag	25.50
MASTERCARD	Prof fees - LCCC	269.00
MASTERCARD	Dues	250.00
MASTERCARD	Registration for Wyoming Weed Management re	150.00
MASTERCARD	Registration for Wyoming Weed Management re	300.00
MASTERCARD	December Carwash bill	42.09
MASTERCARD	Supplies	934.83
MASTERCARD	Generator work on December 17th. Generator	1,306.25
MASTERCARD	Toner	120.89
MASTERCARD	AWS for Stacker	23.99
MASTERCARD	subscription for key locks	720.00
MASTERCARD	subscription for key locks	144.00
MASTERCARD	Supplies	463.12
MASTERCARD	Supplies	40.00
MASTERCARD	Garage door remotes	99.89
MASTERCARD	Kelly Waugh's Card - Ham and Prime Rib for E	1,214.18
MASTERCARD	Kelly Waugh's Card - spices for employee Christ	88.92
MASTERCARD	5 child skate trainers LOR grant cindy newman	187.50
MASTERCARD	Acct #3024-9062730-001 Trash Removal DEC	166.41
MASTERCARD	Acct #3024-9062730-001 Trash Removal DEC	208.14
MASTERCARD	Acct #3024-9062730-001 Trash Removal DEC	158.92
MASTERCARD	Acct #3024-9062730-001 Trash Removal DEC	1,033.21
MASTERCARD	Acct #3024-9062730-001 Trash Removal DEC	762.88
MASTERCARD	Facebook promo ads - Light Up Lander - TAD G	28.43
MASTERCARD	Google Workspace DEC2025	1,051.65
MASTERCARD	Google Workspace DEC2025	1,051.65
MASTERCARD	water	12.57
MASTERCARD	Kelly Wuagh's Card - cocktail onions for green b	10.98
MASTERCARD	Xmas party fuel cards	250.00
MASTERCARD	All employee meeting expense	34.94
MASTERCARD	auction basket	196.02
MASTERCARD	Xmas party fuel cards	250.00
MASTERCARD	Calibration gas for the new gas monitors	585.40

MASTERCARD	Hasps and silicone for Solar relay sites	23.77
MASTERCARD	Tire, tapes and bolts	95.06
MASTERCARD	Oil for quenching	49.99
MASTERCARD	Hose and fittings for transfer pump	74.33
MASTERCARD	Area Light	49.99
MASTERCARD	Fuel tank, pumps, filters	1,337.31
MASTERCARD	rubber mats for bed liners	179.96
MASTERCARD	Fuel tank	549.99
MASTERCARD	cleaning brush	12.99
MASTERCARD	Grease gun for food grade grease applications	169.99
MASTERCARD	Trash bags for upstairs	15.99
MASTERCARD	December Wastewater Sampling	345.00
MASTERCARD	December Wastewater Sampling	345.00
MASTERCARD	December 2025 Wastewater Sampling	345.00
MASTERCARD	December 2025 Wastewater Sampling	345.00
MASTERCARD	December 2025 Wastewater Sampling	345.00
MASTERCARD	Employee Benefit	313.27
MASTERCARD	valve and filters	74.05
MASTERCARD	Battery	238.16
MASTERCARD	serp belt	35.11
MASTERCARD	fuel check valve	42.99
MASTERCARD	wire	88.13
MASTERCARD	wire ties and tape	17.89
MASTERCARD	connector's	8.52
MASTERCARD	spark plugs	56.16
MASTERCARD	spark plugs	162.08
MASTERCARD	credit	56.16-
MASTERCARD	Ignition Coil	38.86
MASTERCARD	tailgate handle and hinge kit	55.46
MASTERCARD	stock order	159.90
MASTERCARD	Fitting for check valve	4.18
MASTERCARD	DUI Kit to WCL L25-04021	7.85
MASTERCARD	DUI Blood kit to WCL L25-04139	7.85
MASTERCARD	Supplies	57.94
MASTERCARD	E-coli testing for December 2025	315.00
MASTERCARD	Supplies	58.99
MASTERCARD	Chainsaw sharpening; chain oil and new chains	117.99
MASTERCARD	Docking station for RaJean's laptop	153.30
MASTERCARD	Floor cleaner	8.99
MASTERCARD	Vonage Phone DEC2025	828.09
MASTERCARD	Vonage Phone DEC2025	828.08
MASTERCARD	Padlock	25.19
MASTERCARD	spray paint	6.29
MASTERCARD	Gift card 2025 City christmas party	100.00
MASTERCARD	auction for 2026 xmas party	139.67
MASTERCARD	2026 IRS W2 & 1099 Compliance	93.76
MASTERCARD	2026 IRS W2 & 1099 Compliance	93.76
MASTERCARD	Cust #2122767 Premium Only Plan Implemen	225.00
MASTERCARD	Sand paper and tubes	40.40
MASTERCARD	Storage Totes for keepable plant documents	19.78

Total MASTERCARD (327):	36,561.26
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MES SERVICE COMPANY LLC	Breathing Air sample and compressor calibratio	475.00
MES SERVICE COMPANY LLC	Air pack bottle repair x 3	779.52

Total MES SERVICE COMPANY LLC (336):	1,254.52
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MOTOROLA SOLUTIONS INC	New Radio Programming	157.14
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Total MOTOROLA SOLUTIONS INC (1173):		157.14
NORCO INC	Acct #GT871 Cylinder Rental	99.60
NORCO INC	Acct #GT871 Cylinder Rental	102.92
Total NORCO INC (364):		202.52
NWPX GENEVA	Manhole for Fremont sewer extension	2,959.11
Total NWPX GENEVA (1532):		2,959.11
OFFICE SHOP, INC.	Toner	60.70
Total OFFICE SHOP, INC. (373):		60.70
ONE CALL OF WYOMING	dig tickets for Dec. 2025	75.60
Total ONE CALL OF WYOMING (374):		75.60
OVERHEAD DOOR COMPANY	door work	767.79
Total OVERHEAD DOOR COMPANY (378):		767.79
PATRICK CONSTRUCTION INC	cut and cap water main behind smith street	3,069.50
Total PATRICK CONSTRUCTION INC (385):		3,069.50
PAYMERANG LLC	Monthly Fee - JAN2026	100.00
PAYMERANG LLC	Monthly Fee - JAN2026	100.00
Total PAYMERANG LLC (1447):		200.00
PERFECT POWER INC	repair of panels	297.21
Total PERFECT POWER INC (762):		297.21
QUADIENT INC	Postage	1,000.00
Total QUADIENT INC (1189):		1,000.00
RANGER-JOURNAL-WIND RIVER NEWS	Notice of Completion - High Pressure Water Sys	78.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Nov. 25th Minutes	208.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-12	26.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-14	26.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Notice of Completion - High Pressure	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-16	26.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - December 17th Minutes	65.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - December 9th Minutes	676.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - 2026-2027 Liquor License Renewals	260.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Conditional Use Permit 485 N. 4th	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - 2026-2027 Liquor License Renewals	260.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Invitation to Bid - Buena Vista Water	351.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Conditional Use Permit 615 N. 8th	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - January 6th, 2026 Minutes	65.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - January 13 Minutes	923.00
Total RANGER-JOURNAL-WIND RIVER NEWS (287):		3,081.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney Work	3,071.00

Total RIVER OAKS COMMUNICATIONS CORP (1402):			3,071.00
RIVERTON TIRE & OIL CO	tires		819.80
Total RIVERTON TIRE & OIL CO (431):			819.80
ROCKY MOUNTAIN POWER	Acct #58604211-001 3	DEC2025	5,701.40
ROCKY MOUNTAIN POWER	Acct #58604211-001 3	DEC2025	428.15
ROCKY MOUNTAIN POWER	Acct #58604211-001 3	DEC2025	1,927.37
ROCKY MOUNTAIN POWER	Acct #58604211-001 3	DEC2025	5,184.56
ROCKY MOUNTAIN POWER	Acct #58604211-001 3	DEC2025	459.58
ROCKY MOUNTAIN POWER	Acct #58604211-001 3	DEC2025	349.44
ROCKY MOUNTAIN POWER	Acct #58604211-001 3	DEC2025	6,051.86
ROCKY MOUNTAIN POWER	Acct #58604211-001 3	DEC2025	3,602.21
Total ROCKY MOUNTAIN POWER (435):			23,704.57
ROTARY CLUB OF LANDER	Reissue 4th of July BBQ Sponsorship		1,000.00
Total ROTARY CLUB OF LANDER (439):			1,000.00
SENTINEL SECURITY	Prof fees		190.00
Total SENTINEL SECURITY (1135):			190.00
STATE OF WYOMING - ATTORNEY GENERAL	Background		39.00
STATE OF WYOMING - ATTORNEY GENERAL	Background		39.00-
Total STATE OF WYOMING - ATTORNEY GENERAL (1433):			.00
STRIKE CONSULTING GROUP	Annexation to GIS		1,030.00
STRIKE CONSULTING GROUP	Design and Eng Standards Update		11,452.50
STRIKE CONSULTING GROUP	5th Street Eng		280.00
STRIKE CONSULTING GROUP	Engineering for Upstream and Downstream Flo		13,040.00
STRIKE CONSULTING GROUP	Easement Mapping		200.00
Total STRIKE CONSULTING GROUP (1112):			26,002.50
SUMMIT WEST CPA GROUP P.C.	Acct #26532.1 FY2025 Audit Progress Billing		5,000.00
SUMMIT WEST CPA GROUP P.C.	Acct #26532.1 FY2025 Audit Progress Billing		5,000.00
SUMMIT WEST CPA GROUP P.C.	Acct #26532.00 IT Services DEC2025		923.13
SUMMIT WEST CPA GROUP P.C.	Acct #26532.00 IT Services DEC2025		923.12
Total SUMMIT WEST CPA GROUP P.C. (1328):			11,846.25
TARGET SOLUTIONS LEARNING LLC	Frontline Subscription		3,000.00
Total TARGET SOLUTIONS LEARNING LLC (1536):			3,000.00
TEGELER AND ASSOCIATES	Sweeper premium		677.00
Total TEGELER AND ASSOCIATES (933):			677.00
WALLER, TECIA	Maintenance at LCCC and City Hall		3,400.00
Total WALLER, TECIA (1333):			3,400.00
WAMCO LAB INC.	sewer ponds wet testing		2,200.00

Total WAMCO LAB INC. (548):		2,200.00
WATER REFUNDS	REFUND - WATER-TURNER	94.38
WATER REFUNDS	REFUND - WATER-MILLER	94.10
WATER REFUNDS	REFUND - WATER - ARMAJO	170.57
Total WATER REFUNDS (552):		359.05
WESTERN LAW ASSOCIATES	Legal Services JAN2026	3,010.00
Total WESTERN LAW ASSOCIATES (559):		3,010.00
WESTERN PRINTING CO.	Water Bills Jan2026 and Water App Instructions	1,481.32
WESTERN PRINTING CO.	Window Envelopes	870.46
Total WESTERN PRINTING CO. (560):		2,351.78
WILLIAM H SMITH & ASSOC	Baldwin Creek Final Design	457.50
WILLIAM H SMITH & ASSOC	South 9th Intersection work associated with Bal	3,240.00
WILLIAM H SMITH & ASSOC	Lincoln Street Const Eng	6,507.50
WILLIAM H SMITH & ASSOC	Lincoln Street Repair Project - Material Testing	210.00
Total WILLIAM H SMITH & ASSOC (1058):		10,415.00
WIND RIVER TRANSPORTATION AUTHORITY	Travel	18.00
Total WIND RIVER TRANSPORTATION AUTHORITY (1038):		18.00
WWQPCA	Annual Membership dues	120.00
Total WWQPCA (591):		120.00
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JAN2026	2,146.53
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JAN2026	199.46
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JAN2026	1,073.27
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JAN2026	1,073.26
Total WYDOT - FINANCIAL SERVICES (606):		4,492.52
WYOGLOSS LLC	Two garage door opener replacement	3,674.68
Total WYOGLOSS LLC (1370):		3,674.68
WYOMING RETIREMENT SYSTEM	Firefighter retirement	693.75
Total WYOMING RETIREMENT SYSTEM (614):		693.75
WYOMING SIGNS LLC	Final payment - City Limit and Engine Brake sig	12,067.41
Total WYOMING SIGNS LLC (1441):		12,067.41
Grand Totals:		277,958.61

Report GL Period Summary

Vendor number hash: 0
Vendor number hash - split: 0

Total number of invoices: 0
Total number of transactions: 0

January 30, 2026 Net Payroll

\$ 261,321.73 Direct Deposit
\$ 1,675.79 Officer Wooten Final Check (physical check)

Transmittals		
Aflac	\$	467.29
Child Support	\$	1,554.50
Colonial Life	\$	232.55
Payroll Taxes	\$	86,831.85 Includes Wooten
Fascorp - Deferred Comp	\$	7,340.00
NCPERS - Prudential Life	\$	128.00
Trustmark Insurance Benefits	\$	379.66
WEBT - WY Educators Benefit Trust (Health Ins.)	\$	80,642.06
Workers Comp	\$	5,087.32
Wyoming Retirement System	\$	62,581.25
Garnishment	\$	1,709.80

Part time employee gross wages by department for the pay period 12/19/2025 – 1/18/2026

Cemetery = \$0

City Hall = \$210.00

Municipal Court = \$1,001.70

Parks - \$72.75 (drug testing time for ice rink employees, which never opened)

Police = \$1,254.00

Weed & Pest = \$0



Wyoming
Association of
Municipalities
Building Strong Communities

January 29, 2026

Anne Even
City of Lander
240 Lincoln Street
Lander, WY 82520

Dear Anne:

On behalf of the WAM-WCCA Energy Lease Program Joint Oversight Board, I am pleased to inform you that the Board has approved the \$100,000.00 lease to the City of Lander for the "Main Street Decorative Light Lamp Post Replacement Project Phase 1" as per your December 9, 2025, application.

This lease is made for a period of two (2) years amortized over ten (10) years, and the lease may be renewed up to four times. Interest is at a rate of zero percent (0%), and quarterly payments are required with the first payment due on or before September 30, 2026, with subsequent payments on December 31, 2026, March 31, 2027, and June 30, 2027, and on each of those dates of each year thereafter until the lease is paid in full. Further, City of Lander must designate a revenue stream that shall be used to secure the lease.

If the terms of this lease are acceptable to the City of Lander, please sign **two copies of the lease document and return them to the WAM Office**. You have 90 days to accept, or deny, the lease award. Upon receipt of the properly completed and signed lease agreements, the amount of \$100,000.00 will be made available to the City of Lander for this project after July 1, 2026. We will forward a copy of the signed lease agreement to the City of Lander for your records. To ensure investment income is maintained, we will hold these funds until June 30, 2027. Please make a written request for the funds after July 1, 2026, to our office to make disbursement arrangements by June 30, 2027.

Again, congratulations, and please call me should you have any questions.

Sincerely,

Earla Checchi
Administrative Director

LEASE AND PURCHASE AGREEMENT

THIS LEASE AND PURCHASE AGREEMENT, dated this ____ day of _____, 20____, between City of Lander, a local governmental entity, as Lessee, and WAM/WCCA Joint Oversight Board, as the agent for the Wyoming Local Government Energy Lease Purchase Program, Lessor;

WITNESSETH:

WHEREAS, Lessee, acting by and through its duly elected Council has determined that a need exists for the Leased Equipment, which is more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference.

WHEREAS, Lessor desires to lease the Leased Equipment to Lessee, and Lessee desires to lease the Leased Equipment from Lessor, pursuant to the terms and conditions and for the purposes set forth in this Equipment Lease and Purchase Agreement; and

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, and Lessee rents, leases, and hires from Lessor, for payments and upon and subject to the terms and conditions as herein set forth, the Leased Equipment for the duration of the Agreement Term.
2. The Agreement Term shall commence as the date hereof, and shall continue for a period of two years, with Lessee having the right to renew for four (4) consecutive terms of two (2) years each, so that if Lessee exercises all of its rights to renew, the lease will have a maximum term of ten (10) years. If Lessee does not exercise its option to purchase the leased equipment at the end of any two-year period as set forth in paragraph 5, then it shall be deemed that Lessee has exercised its option to renew this lease for an additional term. Lessee agrees to use its best efforts to appropriate sufficient sums to meet its obligations hereunder. It is the intention of the parties hereto that the entire sum of One Hundred Thousand and 00/100 (\$100,000.) to be paid by the Lessee to the Lessor in either rent, or rent and purchase money, as set forth in paragraph 5. In the event of default by Lessee, the Lessor shall have the option of repossessing the Leased Equipment or seeking the full payment of any remaining balance unpaid at the time of default.

3. The annual rental for the Leased Equipment shall be Ten Thousand dollars and 00/100 (\$10,000.00).
4.
 - (a) The annual rent shall be payable in equal quarterly installments of Two Thousand Five Hundred. Dollars and 00/100 (\$2,500.00) each.
 - (b) The first quarterly payment due hereunder shall be paid on or before September 30, 2026, and continuing each December 31, March 31, and June 30, thereafter.
4. Lessee covenants that it will dedicate a sufficient revenue stream on an annual basis to meet its obligations hereunder and shall immediately notify Lessor in the event it fails to do so.
5. Lessee shall have the right, upon written notice to Lessor at least 30 days prior to December 31, 2026, or thirty (30) days prior to the end of any renewal term, to purchase the Leased Equipment for the following sums, payable on December 31 in the year that the purchase option is exercised:

<u>Option Date</u>	<u>Purchase Price</u>
December 31, 2026	\$ 99,500.00
December 31, 2027	\$ 88,500.00
December 31, 2028	\$ 77,500.00
December 31, 2029	\$ 66,500.00
December 31, 2030	\$ 56,500.00

6. At its own expense, Lessee shall install, service, repair, and maintain the Leased Equipment to keep the Leased Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Leased Equipment as may from time to time become worn out, lost, stolen, destroyed, damaged, or unfit for use. All such replacement parts, mechanisms, and devices shall be free and clear of all liens, encumbrances, and rights of others, and upon attachment to the Leased Equipment, they shall become the property of Lessor and shall become subject to the terms and conditions of this Agreement. Lessor shall have no liability whatsoever for the Leased Equipment and Lessee shall indemnify and hold Lessor harmless from the same.
7. Lessor hereby assigns to Lessee for and during the Agreement Term all manufacturer's warranties or guarantees express or implied, issued on or applicable to the Leased Equipment, and in connection with such warranties or guarantees at Lessee's expense. Lessor shall have no obligation whatsoever as to those warranties or guarantees.

8. Title to the Leased Equipment shall be retained by Lessor until such time as Lessee shall purchase the Leased Equipment pursuant to the provisions of this Agreement. It is agreed that if Lessee does not exercise its option to purchase as set forth in paragraph 5, then title to the leased equipment shall be delivered to Lessee at the time the last quarterly rent payment is made in the total sum of Two Thousand Five Hundred dollars and 00/100 (\$2,500.00).
9. Lessee shall pay when due all taxes due on the Leased Equipment and shall provide such insurance as is necessary to protect Lessor against theft, destruction, and storm damage of the Leased Equipment.
10. Lessee shall defend, indemnify, protect, save, and hold harmless Lessor and its assigns from and against any and all liability, obligations, losses, claims and damages whatsoever and expenses in connection therewith which may arise from the Lessee's negligent or improper use and operation of the Leased Equipment. Lessee shall have no obligation to defend, indemnify or protect Lessor from Lessor's own negligent or improper use and operation of the Leased Equipment.
11. Lessee covenants that it will not assign or sublet this Agreement or the Leased Equipment or any interest in either, except with prior written consent of Lessor. No consent shall relieve Lessee of its obligations hereunder.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

LOCAL GOVERNMENT ENTITY

WAM/WCCA JOINT OVERSIGHT
BOARD FOR THE WYOMING LOCAL
GOVERNMENT ENERGY LEASE
PURCHASE PROGRAM

City of Lander

ATTEST:



Wyoming
Association of
Municipalities
Building Strong Communities

LEASE APPLICATION COVER SHEET**WAM-WCCA ENERGY LEASE PROGRAM**

NOTE: This cover sheet should be the first page of each application for a WAM-WCCA Energy Lease. A separate cover sheet and supporting documents showing the energy savings should be submitted for each project.

Please Print or Type

Title of Project: Main Street Decorative Light Lamp Post Replacement
Project - Phase 1

Name of City/Town/County: Lander

Name of Contact Person: Anne Even

Address: 240 Lincoln St, Lander WY 82520

Phone: (307) 332-2870 x113

Amount of Lease Requested: \$ 100,000.00

On behalf of the City/Town/County of Lander, I hereby agree that all the information submitted is correct to the best of my knowledge, and that this application is being submitted with the consent of the governing body.

Missy White, Lander Mayor
Mayor/Chairman of Board of County Commissioners

12/9/2025
Date

The City of Lander is applying for a \$100,000 energy lease through WAM for a project to replace the decorative lights on Main Street, phase 1.

Our current decorative lights were installed in 1993-1994 and the lamps have been retrofitted twice. We have nearly 100 lights on our Main Street and this lease will allow us to replace about 20-25% of the lights. We look to expand this replacement project in the future so that all lights can be replaced. It should be noted that they no longer make our current decorative lamp post, we have used all of our old stock, and replacement parts are no longer available. We have installed two new light posts as a way to test the new light that we have chosen. We are pleased with the results and we are ready to move forward and replace a batch of our posts. With the availability of the new light posts and the energy savings of this project, we feel this is a cost positive project and worth the effort.

Financials:

Light Posts	\$4,000 per post	Quote: Dealers Electrical Supply
Installation	\$1,000 per post	Quote: Perfect Power
Total Cost per Post	\$5,000 per post*	

***We anticipate an economy of scale with purchasing power and a bulk installation contract. This allows for a price increase contingency as well. We estimate that we can install 20-25 posts with this project.**

Savings:

The original 1993-1994 decorative lights were metal halide and used 150 watts plus about 40 watts for the ballast, for a total of 190 watts per fixture.

Our new selection uses 69 watts per fixture, which is a 63% reduction.

In 2019, we did a retrofit project to the existing poles to try to save energy through the Wyoming Energy Authority. This project did result in energy savings, but required the antiquated infrastructure to remain in the pole. The retrofit, although helpful, has led to increased yearly expenses to maintain the antiquated systems. We spend nearly \$7,000-\$10,000 a year with a local electrician to go through our poles and replace broken parts and get the lights functioning annually.

This project will allow us to replace 20-25% of our Main Street decorative lights and will reduce our annual expenses to maintain our antiquated lighting systems. The new lights will cast better downward light on our sidewalks and lead to increased pedestrian safety. The new lights are also dark sky compliant.

If WAM has any additional questions, we would be more than happy to meet with you or provide additional information.



**dealers
electrical
supply**

DEALERS BR 53RW RIVERTON, WY
928 N. FEDERAL BLVD
RIVERTON, WY 82501-2712
Phone 307-856-1741
Fax

Quotation

Section 7, ItemA.

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
11/12/2025	S101767690	
DEALERS BR 53RW RIVERTON, WY 928 N. FEDERAL BLVD RIVERTON, WY 82501-2712 Phone 307-856-1741 Fax		1 of 2

QUOTE TO:

SHIP TO:

CITY OF LANDER
240 LINCOLN ST
LANDER, WY 82520

CITY OF LANDER
240 LINCOLN ST
LANDER, WY 82520

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
21773	STREET LIGHTS		HOUSE ACCOUNT		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JOSHUA SALTSGAVER		OT OUR TRUCK	VENDOR 10TH PROX	10/13/2025	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
10ea	CHA 14 SL4 12SC2 C03 BK GRD RP162A 2-BA 20" *** SPECIAL ORDER ITEM ***			2638.133/ea	26381.33
10ea	PUCL3 P40 30K MVOLT FC3 NKS PR7PCLL *** SPECIAL ORDER ITEM ***			1194.611/ea	11946.11
10					
10					
20					
10					
10					
10					
10					
	CHA 14 SL4 12SC2 C03 BK GRD RP162A (2)BA 20IN 1A BO SL4 HB 075P BK FPH 1F BO SL4 075P BK AB 31-4 RFD345872 *** NOTES:- FIXTURE HAS BEEN REMOVED. PLEASE RECONFIGURE CHARLESTON ALUMINUM POLE, 14' TALL "SL4" SITELINK SHAFT WITH A 3"X3" TENON, RECEPTACLE PROVISION, 12" BASE MODIFIED WITH A SQUARE BOLT PATTERN. HOLOPHANE BLACK SITELINK BANNER ARM, 20" LONG, 3/4" DIAMETER PIPE WITH HALF-SPHERE FINIAL, TRACNUTS INCLUDED. HOLOPHANE BLACK SITELINK FLAGPOLE HOLDER FOR 3/4"				

** Continued on Next Page **



**dealers
electrical
supply**

Quotation

Section 7, ItemA.

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
11/12/2025	S101767690	2 of 2

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	POLE, TRACNUTS INCLUDED. HOLOPHANE BLACK 3/4"X18" ANCHOR BOLTS INCLUDED CHA 14 SL4 12SC2 C03 BK GRD RP162A RFD345872 Charleston aluminum pole, 14FT, Shaft, Sitelink 4.50IN fluted, .156 wall, Tenon, 3.00 O.D. x 3IN tall, Black, 1/2 copper grounding lug BA 20IN 1A BO SL4 HB 075P BK Banner arm, 20IN, Single arm, Bolt-on, Shaft, Sitelink 4.50IN fluted, .156 wall, Half sphere, .75 SCH pipe (1.05IN actual), Black FPH 1F BO SL4 075P BK Flagpole holder, Single flag, Bolt-on, Shaft, Sitelink 4.50IN fluted, .156 wall, .75 SCH pipe (1.05IN actual), Black FGIUS BK Receptacle with small, in-use wet location cover, Black		
		Subtotal	38327.44
		S&H Charges	0.00
		Amount Due	38327.44

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2026, by and between the CITY OF LANDER, a Wyoming municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520 (“Lessor” or “City”), and the LANDER OLD TIMERS RODEO ASSOCIATION (“LOTRA” or “Lessee”), a Wyoming nonprofit organization, whose principal place of business is in Lander, Wyoming (“Lessee”). The City and LOTRA may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City, is the owner of certain real property located within the municipal boundaries of the City of Lander, Fremont County, Wyoming, which real property is more particularly described herein and in *Exhibit A* attached hereto and incorporated by this reference (the “Real Property”); and,

WHEREAS, the City has the legal authority to lease municipal real property and, acting through its duly authorized governing body, has determined that entering into this Lease Agreement serves a valid public purpose and is in the best interests of the City and its residents; and,

WHEREAS, LOTRA has historically conducted rodeo and livestock-related activities within the City and desires to lease the Real Property from the City for the purpose of maintaining, operating, and conducting the duties, functions, programs, and operations of LOTRA, subject to the terms and conditions set forth in this Agreement; and,

WHEREAS, the Parties desire to enter into this Lease Agreement to define their respective rights and obligations with respect to the Real Property, including the use, maintenance, and operation of the premises, upon the terms and conditions set forth herein.

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 agrees that this Lease conveys only an interest in real property consisting of land, and does not include any buildings, structures, or improvements located on the premises. Lessor acknowledges that Lessee is the sole owner of the building and related improvements currently located on the premises (collectively, the “Building”), and that the Building is not owned by the City and is not part of the leased premises.

Lessor hereby leases, lets, and demises unto Lessee the real property located at the Lander Rodeo Grounds, situated in the City of Lander, Fremont County, Wyoming, excluding the Building, and more particularly described in Exhibit A attached hereto and incorporated herein (the “Lease Premises”), together with non-exclusive rights of ingress and egress over adjacent City property as reasonably necessary for the permitted use of the Lease Premises.

Lessee accepts the Lease Premises in their existing condition, “AS IS,” “WHERE IS,” and “WITH ALL FAULTS,” without any express or implied warranties or representations by Lessor, including but not limited to any warranties of merchantability, habitability, suitability, or fitness for a particular purpose.

3. LICENSE AGREEMENT. The Parties acknowledge that a separate license agreement exists between them affecting certain areas adjacent to or surrounding the Lease Premises (the “License Agreement”). The License Agreement is not incorporated into this Lease and is governed by its own terms; however, Lessee agrees that its use and occupancy of the Lease Premises shall be conducted in a manner that does not violate the terms of the License Agreement, and Lessor’s rights under the License Agreement are expressly preserved.
4. PRIMARY PURPOSE. This Agreement authorizes Lessee to use the Lease Premises primarily and principally for rodeo, livestock, and related agricultural or equestrian activities, including the planning, preparation, operation, and support of events, programs, and functions customarily associated with the mission and operations of the Lander Old Timers Rodeo Association.

For purposes of this Agreement, “Primary Purpose” means the principal, fundamental, and controlling use of the Lease Premises, being that which is first in intention and of primary importance, and not merely incidental or occasional. Uses that are incidental or subordinate to the Primary Purpose may be permitted, provided that such uses do not materially interfere with the Primary Purpose, violate applicable laws or ordinances, or conflict with the terms of this Agreement or any applicable license or approval issued by the City.

Any use of the Lease Premises that is inconsistent with or materially departs from the Primary Purpose shall constitute a violation of this Agreement unless expressly approved in advance in writing by the City..

5. TERM. Subject to the terms and conditions of this Agreement, the term of this Lease shall be for three (3) years, commencing on the ____ day of _____, 2026, and terminating on the ____ day of _____, 2029, unless sooner terminated as provided herein.

Upon expiration of the initial term, this Agreement may be renewed on a year-to-year basis upon mutual written agreement of the Parties. Any renewal shall be subject to the same terms and conditions as set forth herein unless otherwise modified by written amendment executed by both Parties. Either Party may request modifications to the terms of this Agreement during the renewal process; however, no modification shall be effective unless reduced to writing and signed by both Parties.

Either Party may elect not to renew this Agreement by providing not less than ninety (90) days’ written notice to the other Party prior to the expiration of the then-current term.

6. RENTAL FEE. Lessee shall pay to Lessor rent for the Lease Premises during the term of this Agreement according to the following schedule:
- a. Lease Year One: Two Thousand Dollars and No/100 (\$2,000.00);
 - b. Lease Year Two: Three Thousand Five Hundred Dollars and No/100 (\$3,500.00);
 - c. Lease Year Three: Five Thousand Dollars and No/100 (\$5,000.00).

Unless otherwise agreed in writing by the City, rent for each lease year shall be payable on or before September 15th annually for each lease year.

Any installment not paid within thirty (30) days after the due date shall be deemed delinquent, and Lessee shall be assessed a late charge equal to five percent (5%) per month of the delinquent amount, or the maximum amount permitted by law, whichever is less, until paid in full.

In the event this Agreement is renewed or extended beyond the initial three-year term, the rental fee shall be subject to renegotiation and adjustment, and no rental rate for

any renewal term shall be effective unless expressly set forth in a written amendment executed by both Parties.

7. CONDITION OF PREMISES. Lessee covenants and agrees that Lessee has inspected the Lease Premises and accepts the Lease Premises in good order and condition as of the commencement of this Agreement. Except as expressly provided otherwise herein, Lessee leases the Lease Premises in their existing condition and acknowledges that Lessor has made no representations or warranties regarding the condition of the Lease Premises.

Throughout the term of this Agreement, Lessee shall, at its sole cost and expense, maintain the Lease Premises in a clean, safe, orderly, and sanitary condition, and shall make all routine maintenance and non-structural repairs reasonably necessary to keep the Lease Premises in good order and condition, ordinary wear and tear excepted. Lessee shall promptly address and repair any condition caused by Lessee, its members, agents, invitees, contractors, or guests that results in damage to the Lease Premises.

Upon expiration or earlier termination of this Agreement, Lessee shall peacefully surrender the Lease Premises to Lessor in substantially the same condition as when received, reasonable wear and tear excepted, and free of trash, debris, and personal property, except as otherwise expressly permitted under this Agreement.

Nothing in this section shall be construed to require Lessee to repair or replace damage resulting solely from normal aging of the land, latent defects not caused by Lessee, or acts or omissions of the City.

8. SITE MAINTENANCE. Lessee shall maintain the Lease Premises in a manner consistent with its permitted use, including the prompt removal of animal waste, trash, rubbish, and debris, and the reasonable control of weeds and vegetation within the Lease Premises. Lessee shall be responsible for the lawful and sanitary off-site disposal of all waste and materials generated by its use of the Lease Premises. No outside storage or parking shall occur except as expressly authorized under this Agreement.
9. PERMITTED USES OF PREMISES. Lessee shall occupy and use the Lease Premises primarily and principally for purposes associated with rodeo, livestock, and related agricultural or equestrian activities, and for the maintenance, administration, and operation of the programs, events, duties, functions, and activities customarily conducted by the Lander Old Timers Rodeo Association.

All uses of the Lease Premises shall be consistent with the Primary Purpose set forth in this Agreement and shall be conducted in compliance with all applicable federal, state, and municipal laws, ordinances, rules, and regulations. Any use that is inconsistent with or materially departs from the Primary Purpose, or that constitutes a change in use, shall require the prior written approval of the City.

Nothing in this section shall be construed to grant Lessee any exclusive right beyond those expressly set forth in this Agreement, nor to permit any use that would interfere with the City’s retained rights or with uses authorized under any applicable license, permit, or agreement.

10. PROHIBITED USES. Except as expressly authorized in writing by the City, Lessee shall not use or permit the Lease Premises to be used for any of the following:
- a. Residential Use. Any form of residential or overnight habitation, whether temporary or permanent.
 - b. Hazardous Materials and Activities. The storage, use, or handling of explosives, toxic substances, hazardous wastes, or other dangerous materials,

or the conduct of inherently hazardous activities, except for materials and activities customarily incidental to lawful rodeo or livestock operations and conducted in compliance with applicable laws and safety standards.

- c. Commercial Operations. Commercial or for-profit operations, including third-party commercial activities, without prior written approval of the City.
- d. Signage. The erection or display of signs or advertising without prior City approval and compliance with applicable ordinances.
- e. Unauthorized Storage or Parking. The parking or storage of boats, trailers, campers, motor homes, or similar property except in areas designated or approved by the City
- f. Removal of Unauthorized Property. The City may remove or cause to be removed any unauthorized property described above, at the sole expense of the property owner, after reasonable notice when practicable.

11. INSURANCE AND INDEMNIFICATION.

- a. Insurance. Throughout the term of this Agreement and any renewal, Lessee shall, at its sole cost and expense, maintain commercial general liability insurance issued by an insurer licensed to do business in the State of Wyoming and rated A or better by A.M. Best, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The City of Lander, its elected officials, officers, employees, and agents shall be named as additional insureds with respect to Lessee’s use and occupancy of the Lease Premises.

Lessee shall provide the City with certificates of insurance evidencing the required coverage prior to occupancy and upon each renewal. Each policy shall provide that the City receives written notice of cancellation or material modification. Failure to maintain or provide proof of required insurance shall constitute a material default.

- b. Risk of Loss. Lessee bears the sole risk of loss or damage to the Building and to all personal property, equipment, and improvements owned or used by Lessee on or about the Lease Premises. The City shall not be responsible for loss, damage, or injury to Lessee or to Lessee’s members, officers, employees, contractors, agents, invitees, or guests arising from Lessee’s use or occupancy of the Lease Premises.
- c. Indemnification. To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless the City of Lander, its City Council members, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, and expenses, including reasonable attorney’s fees and court costs, arising out of or related to Lessee’s use, occupancy, or control of the Lease Premises or the Building, except to the extent caused by the gross negligence or willful misconduct of the City.
- d. Nothing in this Agreement shall be construed as a waiver of the City’s governmental immunity or as requiring the City to indemnify Lessee beyond the extent permitted by Wyoming law.

12. UTILITIES. Lessee shall be solely responsible for the cost, installation, connection, maintenance, and payment of all utilities and utility services serving the Lease Premises, including any required hook-up fees, permits, inspections, or related costs. All utility facilities and arrangements made by or for Lessee shall comply with all applicable federal, state, and municipal laws, codes, and regulations. The City makes

no representation or warranty regarding the availability, capacity, or suitability of any utility service to the Lease Premises.

13. INSPECTION. Lessee acknowledges that ongoing compliance with the terms of this Agreement is a material condition of the Lease. The City, through its authorized officers, employees, or agents, shall have the right to enter the Lease Premises at reasonable times for the purpose of inspection, verification of compliance with this Agreement, or to address conditions affecting public health, safety, or welfare, upon not less than twenty-four (24) hours’ prior notice to Lessee, except in the event of an emergency.

In the event of an emergency, or where immediate access is reasonably necessary to prevent damage to property or injury to persons, the City may enter the Lease Premises without prior notice. The City’s exercise of its right of entry under this section shall not be deemed a breach of quiet enjoyment, nor shall it impose upon the City any duty to maintain or repair the Lease Premises.

Lessee shall cooperate with the City’s inspection activities and shall not unreasonably interfere with lawful entry. Lessee releases and holds the City harmless from claims arising solely from the City’s lawful exercise of its inspection and entry rights under this Agreement, except to the extent caused by the City’s gross negligence or willful misconduct.

14. ADDRESSES FOR NOTICES. All rent payments and all notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given when delivered personally, sent by a nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

To Lessor:
City of Lander
240 Lincoln Street
Lander, Wyoming 82520

To Lessee:
Lander Old Timers Rodeo Association (LOTRA)
P.O. Box 593
Lander, Wyoming 82520

Either Party may change its address for notice by providing written notice to the other Party in accordance with this section. Notice shall be effective upon receipt or, if mailed, upon the date of delivery as shown by postal records.14.

15. NON-ASSIGNMENT; SUBLETTING. Lessee shall not assign, transfer, mortgage, pledge, or otherwise convey this Agreement, nor sublease or permit the use or occupancy of the Lease Premises, in whole or in part, by any third party, whether for rent, compensation, or any other consideration, without the prior written consent of the City, which consent may be granted or withheld in the City’s sole discretion.

Any attempted assignment, sublease, or transfer in violation of this section, whether voluntary or involuntary, including by operation of law, insolvency, bankruptcy, receivership, or assignment for the benefit of creditors, shall be void and shall constitute a material default under this Agreement.

No approved assignment or sublease shall relieve Lessee of its obligations under this Agreement unless expressly released in writing by the City..

16. ENVIRONMENTAL. Lessee shall not cause, permit, or allow the disposal, discharge, release, spill, leakage, burial, or other placement of any hazardous or regulated substance on or about the Lease Premises in violation of any applicable

federal, state, or local environmental law or regulation. Lessee shall be solely responsible for any environmental condition arising from Lessee’s use or occupancy of the Lease Premises, and shall promptly remediate, at its sole cost and expense, any contamination caused by Lessee or its members, agents, contractors, invitees, or guests. To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless the City from and against all claims, liabilities, damages, penalties, fines, judgments, cleanup costs, and expenses, including reasonable attorney’s fees, arising out of or related to any violation of environmental laws or any release of hazardous substances attributable to Lessee’s activities. This section shall survive expiration or termination of this Agreement.

17. TAXES. Lessee shall be solely responsible for the payment of any and all taxes, assessments, fees, or charges levied or assessed against Lessee, the Building, or Lessee’s personal property or activities conducted on the Lease Premises. Nothing in this Agreement shall be construed as obligating the City to pay or reimburse Lessee for any taxes or assessments arising from Lessee’s use or occupancy of the Lease Premises.

18. DEFAULT; NOTICE AND CURE.

- a. Defaults Other Than Non-Payment. If either Party fails to perform or observe any covenant, condition, or obligation under this Agreement other than the payment of rent or other sums due, the non-defaulting Party may provide written notice specifying the nature of the default. The defaulting Party shall have thirty (30) days from receipt of such notice to cure the default.

If the default is of a nature that cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be deemed in default provided it promptly commences corrective action within such period and thereafter diligently and in good faith prosecutes the cure to completion.

If the default is not cured within the applicable cure period, the non-defaulting Party may pursue any remedy available at law or in equity, including enforcement of this Agreement or termination of the Lease upon written notice. Termination shall be effective twenty (20) days after delivery of the termination notice unless the default is cured within that period.

- b. Default in Payment of Money. If Lessee fails to pay rent or any other sum due under this Agreement when due, and such failure continues for ten (10) days, the City may provide written notice demanding payment. If all amounts due are not paid within thirty (30) days after delivery of such notice, the City may, at its election, terminate this Agreement and Lessee’s rights hereunder, in addition to pursuing any other remedies permitted by law.
- c. No Waiver. The election of any remedy by the non-defaulting Party shall not be deemed a waiver of any other rights or remedies, nor shall any forbearance or delay in enforcing the terms of this Agreement be construed as a waiver of a subsequent default.

19. DEFAULT AND TERMINATION.

- a. Remedies Upon Default. If Lessee defaults in the performance of any obligation under this Agreement and such default is not cured within the applicable notice and cure period set forth herein, the City may, at its election and in addition to any other remedies available at law or in equity:
 - i. terminate this Agreement by written notice;
 - ii. declare any unpaid rent and other amounts immediately due and owing;
 - iii. re-enter and repossess the Lease Premises in accordance with law; and

- iv. recover all damages, costs, and expenses incurred by the City as a result of the default, including reasonable attorney's fees and court costs where permitted by law.

The City may pursue possession of the Lease Premises through any lawful means, including forcible entry and detainer proceedings under Wyoming law.

- b. Removal of Personal Property. Upon expiration or termination of this Agreement for any reason, Lessee shall remove all personal property from the Lease Premises within sixty (60) days, unless otherwise agreed in writing by the City. Any personal property remaining after such period may be removed, stored, or disposed of by the City in accordance with law, and Lessee shall be responsible for all associated costs. The City shall have any lien rights available under Wyoming law with respect to such property.
- c. Force Majeure. Neither Party shall be deemed in default for failure to perform an obligation under this Agreement if such failure is caused by events beyond its reasonable control and without its fault, including acts of God, natural disasters, or governmental actions; provided, however, that this provision shall not excuse Lessee's obligation to pay rent or other monetary amounts due under this Agreement.
- d. Surrender of Premises; Removal of Building. Upon expiration or termination of this Agreement, and absent execution of a new lease, Lessee shall surrender possession of the Lease Premises to the City in the condition required under this Agreement. Lessee shall have the right to remove the Building owned by Lessee, provided that such removal is completed within one hundred eighty (180) days after expiration or termination and the Lease Premises are left in the same or better condition as existed at commencement, reasonable wear and tear excepted.

For purposes of this section, "same or better condition" means that any foundation, slab, or apron associated with the Building shall be left in place if reasonably suitable for future use, or removed if not suitable.

If Lessee fails to timely remove the Building, the City may pursue removal and possession remedies available under law, and Lessee shall be responsible for resulting costs.

- e. Mutual Termination. This Agreement may be terminated at any time by mutual written agreement of the Parties.
- f. Reservation of Legal Rights. Nothing in this Agreement limits or waives the rights of either Party under applicable Wyoming law, including rights related to unlawful entry and detainer, lien enforcement, or eminent domain.

20. ATTORNEY'S FEES. If the City is required to retain legal counsel to enforce this Agreement, collect rent or other amounts due, recover possession of the Lease Premises, or defend against any claim arising out of Lessee's acts or omissions, Lessee shall be responsible for all reasonable attorney's fees, court costs, and litigation expenses incurred by the City, to the extent permitted by law. This obligation shall survive expiration or termination of this Agreement.

21. ADDITIONAL COVENANTS.

- a. Compliance with Laws. Lessee shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations now in effect or hereafter enacted in connection with Lessee's use and occupancy of the Lease Premises.

- b. Amendments. No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
- c. No Waiver. The failure of the City at any time to require performance by Lessee of any provision of this Agreement shall not constitute a waiver of the City’s right to require such performance thereafter, nor shall any waiver of a breach be deemed a waiver of any subsequent breach.
- d. Authority. Each person executing this Agreement on behalf of a Party represents and warrants that he or she has full authority to bind such Party. Upon request, Lessee shall provide reasonable evidence of such authority.
- e. Governmental Immunity; No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as a waiver of the City’s governmental immunity under the Wyoming Governmental Claims Act, Wyo. Stat. Ann. § 1-39-101 et seq., or any other applicable law. This Agreement is entered into solely for the benefit of the Parties and creates no rights in any third party.
- f. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, and venue for any action arising hereunder shall lie in Fremont County, Wyoming.
- g. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed to carry out the intent of the Parties.
- h. Headings. Section headings are for convenience only and shall not affect the interpretation of this Agreement.
- i. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

[SIGNATURES ON FOLLOWING PAGE]

NOTICE OF SIGNATURE

By signing below the parties agree to the above terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her

respective party. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this lease this _____ day of _____, 2026.

THE CITY OF LANDER,
A municipal corporation, Lessor

BY: _____
MAYOR

ATTEST

CITY CLERK

LANDER OLD TIMERS RODEO
ASSOCIATION,
Lessee

BY: _____
PRESIDENT

ATTEST

SECRETARY

STATE OF WYOMING)
COUNTY OF FREMONT) SS:

NOTARY

I hereby certify that, on this ____ day of _____, 2026, _____, Mayor, and _____, City Clerk, personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

~~STATE OF WYOMING~~)
~~) SS:~~

COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this _____ day of _____, 2026, _____, City Clerk, personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
COUNTY OF FREMONT) SS:

NOTARY

I hereby certify that, on this _____ day of _____, 2026, _____, President of LOTRA, and _____ Secretary of LOTRA, personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
COUNTY OF FREMONT) SS:

NOTARY

I hereby certify that, on this _____ day of _____, 2026, _____ of LOTRA personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

LICENSE AND INDEMNIFICATION AGREEMENT

THIS LICENSE AND INDEMNIFICATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2026, by and between the CITY OF LANDER, a Wyoming municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520 (“City” or “Owner”), and the LANDER OLD TIMERS RODEO ASSOCIATION, a Wyoming nonprofit organization with its principal place of business in Lander, Wyoming (“Licensee”). The City and Licensee may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City is the owner of certain real property commonly known as the Lander Rodeo Grounds, located within the City of Lander, Fremont County, Wyoming (the “Property”); and

WHEREAS, Licensee is a Wyoming nonprofit organization engaged in rodeo and livestock-related activities within the City and is the lessee of a portion of the Property pursuant to a separate written lease agreement with the City dated _____, 2026 (the “Lease Agreement”); and

WHEREAS, the City and Licensee desire to enter into this License and Indemnification Agreement to permit Licensee to make limited, conditional, and non-exclusive use of certain areas of the Property outside the leased premises, in connection with and incidental to Licensee’s activities authorized under the Lease Agreement, upon the terms and conditions set forth herein.

TERMS AND CONDITIONS:

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

1. **LICENSE GRANT.** Subject to the terms and conditions of this License and Indemnification Agreement and the Lease Agreement dated _____, 2026, between the City and Licensee (the “Lease Agreement”), the City hereby grants to Licensee a limited, revocable, non-exclusive license to enter upon and use a portion of City-owned property outside the Lease Premises, consisting of no more than seventy thousand (70,000) square feet of area generally located to the north and west of Licensee’s Building as described in the Lease Agreement (the “Licensed Area”).

The license granted herein permits use of the Licensed Area solely for purposes incidental and subordinate to the Primary Purpose authorized under the Lease Agreement, including rodeo, livestock, and directly related support activities, and for no other

purpose.

This Agreement conveys no leasehold interest, easement, or possessory right, and shall not be construed to expand, modify, or limit the Lease Premises or any rights granted under the Lease Agreement. The City retains full ownership, possession, and control of the Property at all times and may authorize other uses of the Property that do not unreasonably interfere with Licensee’s licensed use.

This License is expressly subordinate to the Lease Agreement, and any termination or expiration of the Lease Agreement shall automatically terminate this License, subject only to the removal and restoration obligations set forth herein..

- 2. TERM. The term of this License shall commence on the effective date of this Agreement and shall continue only for so long as the Lease Agreement dated _____, 2026, between the City and Licensee (the “Lease Agreement”), remains in full force and effect. This License shall automatically terminate, without further notice or action by either Party, upon the expiration or earlier termination of the Lease Agreement for any reason. Termination of this License shall not relieve Licensee of any obligations that by their nature are intended to survive termination, including removal, restoration, indemnification, and reimbursement obligations.
- 3. USE OF LICENSED AREA; LAYOUT APPROVAL. Licensee shall use the Licensed Area in a manner that does not damage the Property, interfere with public rights-of-way, or obstruct any existing or future routes of ingress or egress serving the Property or adjacent City property. Licensee shall conduct its activities so as not to unreasonably interfere with the City’s use, maintenance, or operation of the Property.

Licensee acknowledges and agrees that this Agreement grants only a temporary, non-exclusive privilege of use, and does not convey any interest, estate, or possessory right in the Property. The City retains full ownership, possession, dominion, and control of the Property at all times, including the right of access for municipal purposes, provided such access does not unreasonably interfere with Licensee’s authorized use of the Licensed Area.

Licensee shall submit a written proposed layout depicting the intended use of the Licensed Area, not to exceed seventy thousand (70,000) square feet, for prior written approval by the City of Lander Public Works Director. Any material modification to the approved layout shall likewise require prior written approval. Any request to expand the Licensed Area beyond the approved square footage shall require a written amendment to this Agreement executed by the Parties.

- 4. RELATIONSHIP TO LEASE AGREEMENT. This License is expressly subordinate to the Lease Agreement. In the event of any conflict or inconsistency between this License and the Lease Agreement, the terms of the Lease Agreement shall control.

5. NO PROPERTY RIGHTS CREATED. Nothing in this Agreement, nor any use of the Licensed Area, shall be construed to create any easement, right-of-way, leasehold interest, prescriptive right, or other property interest in favor of Licensee.
6. RIGHT OF ENTRY. The City reserves the right to enter upon the Licensed Area at reasonable times and for legitimate municipal purposes, including inspection, maintenance, repair, or public safety needs, without thereby terminating or impairing the License, provided that such entry does not unreasonably interfere with Licensee's authorized use of the Licensed Area. In the event of an emergency or where immediate access is reasonably necessary to protect persons or property, the City may enter the Licensed Area without prior notice.
7. INDEMNIFICATION. To the fullest extent permitted by law, Licensee shall defend, indemnify, and hold harmless the City of Lander, its elected officials, officers, employees, and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees and court costs, arising out of or related to Licensee's use of the Licensed Area or any act or omission of Licensee, its members, officers, employees, agents, contractors, invitees, or guests.

This indemnification obligation applies only to the extent caused by the negligent acts or omissions of Licensee and shall not apply to claims arising from the City's gross negligence or willful misconduct. Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity or as expanding Licensee's indemnity obligations beyond those set forth in the Lease Agreement.

The indemnification obligations set forth in this section shall survive termination or expiration of this Agreement.

8. INSURANCE. Licensee shall maintain, at all times during the term of this License, the insurance coverage required under the Lease Agreement. Such insurance shall apply to and cover Licensee's activities within the Licensed Area to the same extent as activities conducted within the Lease Premises.

In the event the Lease Agreement expires or is terminated while Licensee remains obligated to remove equipment, restore the Licensed Area, or perform any other post-termination obligations under this License, Licensee shall continue to maintain the required insurance coverage through completion of such obligations.

Nothing in this section shall be construed to expand, reduce, or modify the insurance requirements set forth in the Lease Agreement, which shall control..

9. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed as a waiver of the City of Lander's governmental or sovereign immunity, or of any immunities, defenses, or limitations of liability available to the City under the Wyoming

Governmental Claims Act, Wyo. Stat. Ann. § 1-39-101 et seq., or any other applicable law. The City expressly retains all such immunities and defenses with respect to all claims arising in tort, contract, or otherwise.

10. RIGHTS OF PARTIES. Subject to the terms of this Agreement and the Lease Agreement, Licensee may place and use temporary equipment, materials, and improvements within the Licensed Area that are reasonably necessary to support rodeo and related activities authorized under the Lease Agreement, provided such items do not unreasonably interfere with the City's use of the Property or any public access or rights-of-way.

All equipment, materials, and improvements placed within the Licensed Area shall remain the personal property of Licensee, and Licensee shall be solely responsible for their installation, use, maintenance, and removal.

Licensee shall be solely responsible for all scheduling, reservations, rentals, utilities, maintenance, and repairs associated with its use of the Licensed Area. Any utilities serving the Licensed Area shall be installed, metered, and paid for at Licensee's sole expense, in compliance with applicable laws and City requirements.

Nothing in this section shall be construed to grant Licensee any exclusive right of possession or to expand the rights granted under the Lease Agreement..

11. LIMITATION ON CONSTRUCTION. Licensee shall not construct, install, erect, or place any permanent structure, fixture, or improvement, nor plant or alter vegetation, within the Licensed Area without the prior written consent of the City. Any approved installation shall be subject to such conditions as the City may reasonably impose, including requirements for removal and restoration.

Nothing in this Agreement shall be construed to authorize construction or improvements that would modify the Lease Premises, expand the Building, or otherwise alter the rights and obligations set forth in the Lease Agreement..

12. TERMINATION. This License may be terminated by either Party upon one hundred eighty (180) days' written notice to the other Party. Any notice of termination shall be provided in accordance with the notice provisions of this Agreement and shall specify the effective date of termination.

Notwithstanding the foregoing, this License shall automatically terminate, without further notice, upon the expiration or earlier termination of the Lease Agreement. In the event of a conflict between this section and the Lease Agreement, the terms of the Lease Agreement shall control.

13. REMOVAL AFTER TERMINATION. Upon expiration or termination of this License for any reason, Licensee shall promptly remove all debris, temporary equipment,

materials, and personal property placed by Licensee within the Licensed Area and shall surrender the Licensed Area to the City in substantially the same condition as existed prior to Licensee’s use, reasonable wear and tear excepted.

Unless otherwise approved in writing by the City, removal of Licensee’s equipment and materials shall be completed within forty-eight (48) hours after termination. Licensee shall, at its sole cost and expense, repair any damage to the Property caused by Licensee’s use of the Licensed Area, and all such repairs shall be completed within seven (7) days after termination, unless a longer period is approved in writing by the City.

If Licensee fails to timely remove equipment or complete required repairs, the City may perform such removal or repairs, and Licensee shall reimburse the City for all reasonable costs incurred. Any invoice submitted by the City shall be due and payable upon receipt.

This section applies solely to the Licensed Area and shall not alter or extend any removal or restoration obligations applicable to the Lease Premises under the Lease Agreement..

- 14. NOTICE. All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or when sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed to the Parties at the addresses set forth in the Lease Agreement, or to such other address as a Party may designate by written notice in accordance with this section. Notice shall be effective upon receipt, or upon the date of delivery as evidenced by postal or delivery service records.
- 15. SURVIVAL. Provisions relating to indemnification, reimbursement, removal, restoration, and governmental immunity shall survive expiration or termination of this License.
- 16. NO ASSIGNMENT OR SUBLICENSE. Licensee shall not assign this License or permit use of the Licensed Area by any third party except as expressly permitted herein and without the prior written consent of the City.
- 17. AMENDMENTS. This Agreement may be amended only by a written instrument executed by both Parties.
- 18. COUNTERPARTS. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

[SIGNATURES ON FOLLOWING PAGE]

NOTICE OF SIGNATURE

IN WITNESS WHEREOF, the parties have executed this License and Indemnification Agreement this ____ day of _____, 2026.

THE CITY OF LANDER,
A municipal corporation, Lessor

BY: _____
MAYOR

ATTEST

CITY CLERK

LANDER OLD TIMERS RODEO
ASSOCIATION,
Lessee

BY: _____
PRESIDENT

ATTEST

SECRETARY

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ____ day of _____, 2026,
_____, Mayor, personally appeared before me and executed the
foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ____ day of _____, 2026,
_____, City Clerk, personally appeared before me and executed the
foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ____ day of _____, 2026,
_____ of LOTRA personally appeared before me and executed the foregoing
document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ____ day of _____, 2026,
_____ of LOTRA personally appeared before me and executed the foregoing
document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:



Optional Excise Tax

JOINT COMMITTEE ON
FUNDING KEY SERVICES

FEBRUARY 3, 2026

Potential Ballot Language

THREE QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT PROPOSITION

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

Resolution of Support

RESOLUTION NO. 15XX

A RESOLUTION OF THE GOVERNING BODY OF RIVERTON TO PLACE THE QUESTION OF THE THREE-QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT ON THE 2026 PRIMARY ELECTION BALLOT TO EXCLUSIVELY SUPPORT GROUND AMBULANCE, COMMERCIAL AIR SERVICE, AND PUBLIC GROUND TRANSPORTATION

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RIVERTON, WYOMING, that an optional three-quarter percent (3/4%) sales and use tax for economic development question be placed on the 2026 Primary Election ballot, which shall be proposed as:

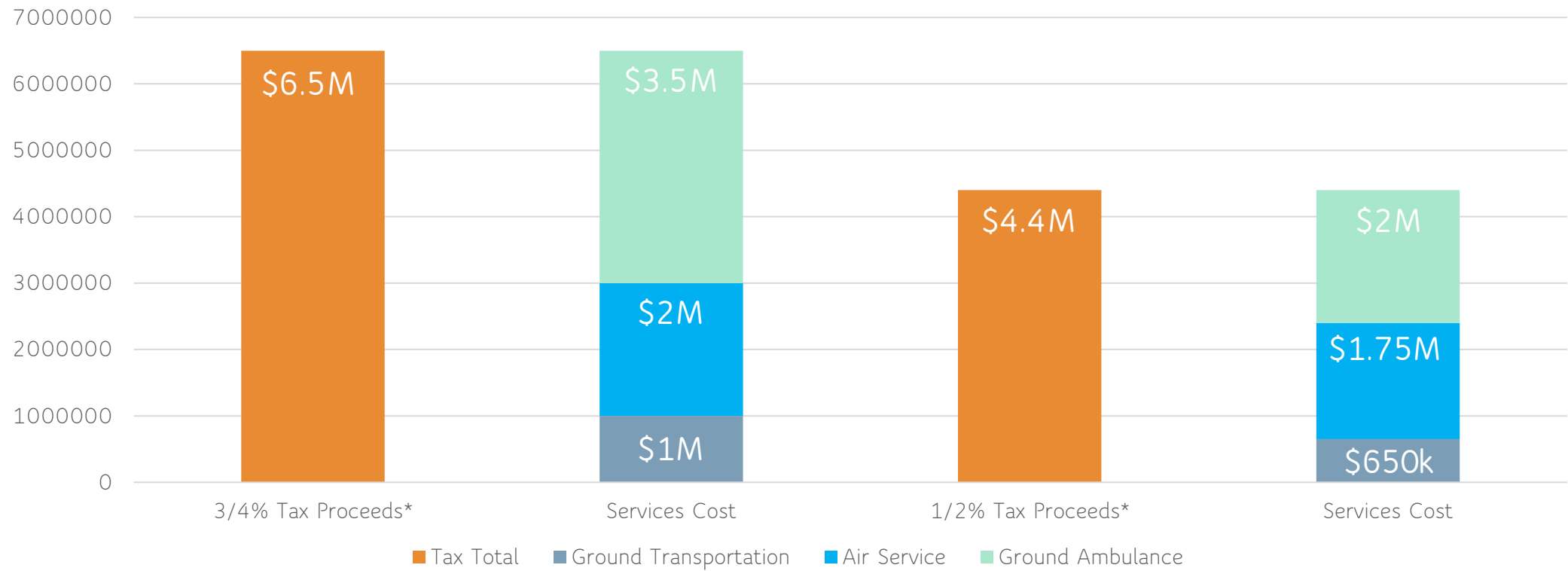
THREE QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT PROPOSITION

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

Tax Proceeds and Costs of Services



*Tax Proceeds Based on FY23**

Governing Memorandum of Agreement

General Provisions:

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
3. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.

Governing Memorandum of Agreement

General Provisions:

- b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.
- c. Amendments. Any changes, modifications, revision or amendments to this MOA which are mutually agreed upon by the Parties to the MOA shall be incorporated by written instrument, executed and signed by all Parties to this MOA. No provision of this Agreement may be modified or altered solely by an individual Party.

Governing Memorandum of Agreement

General Provisions:

- d. Disputes. In the event of a dispute between the Parties as to the language of this MOA or the construction or meaning of any term hereof, this MOA will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOA. Any controversy or claim arising out of, or relating to this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with W.S. § 1-43-101 et seq. Should mediation fail, the Parties may proceed with any/all legal avenues available under Wyoming or federal law. The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.
- i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.

Governing Memorandum of Agreement

Allocation to Core Services:

4. Parties agree that 54% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Treasurer for emergency medical services.
5. Parties agree that 31% of each Party's proceeds from the optional excise tax received will be distributed monthly to the City of Riverton for commercial air service.
6. Parties agree that 15% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Association of Governments (FCAG) for ground transportation.

RESOLUTION NO. XXXX

A RESOLUTION OF THE GOVERNING BODY OF [INSERT] TO PLACE THE QUESTION OF THE THREE-QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT ON THE 2026 PRIMARY ELECTION BALLOT TO EXCLUSIVELY SUPPORT GROUND AMBULANCE, COMMERCIAL AIR SERVICE, AND PUBLIC GROUND TRANSPORTATION

WHEREAS, Wyoming Statute § 39-15-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%) upon retail sales of tangible personal property, admissions, and services made within the county, the purpose of which is for economic development; and

WHEREAS, the proposition to impose an excise tax shall be at the expense of the county and be submitted to the electors of the county upon the receipt by the board of county commissioners of a petition requesting the election signed by at least five percent (5%) of the electors of the county or of a resolution approving the proposition from the governing body of the county and the governing bodies of at least fifty percent (50%) of the incorporated municipalities within the county; and

WHEREAS, the economic development efforts associated with the proposition shall exclusively include commercial air service, public ground transportation, and emergency medical services (ground ambulance); and.

WHEREAS, if the proposition is approved in the August 18, 2026 Primary Election, the economic development tax shall become effective on January 1, 2027, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

WHEREAS, if the proposition is approved by the qualified electors, the board of county commissioners shall by ordinance impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming state statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF [INSERT], WYOMING, that an optional three-quarter percent (3/4%) sales and use tax for economic development question be placed on the 2026 Primary Election ballot, which shall be proposed as:

THREE QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT PROPOSITION

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

PASSED, APPROVED, AND ADOPTED by the governing body of the [INSERT], Wyoming, this __th day of _____ 2025.

[INSERT], WYOMING

[INSERT]
[Mayor/Commissioner]

ATTEST:

Clerk

DRAFT

**MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNING BODIES OF
FREMONT COUNTY, LANDER CITY, CITY OF
RIVERTON, TOWN OF DUBOIS, TOWN OF HUDSON,
TOWN OF PAVILLION, AND TOWN OF SHOSHONI**

This Memorandum of Agreement (this “MOA”) is made and entered into by and between governing bodies of Fremont County (“County”), Lander City (“Lander”), City of Riverton (“Riverton”), Town of Dubois (“Dubois”), Town of Hudson (“Hudson”), Town of Pavillion (“Pavillion”), and the Town of Shoshoni (“Shoshoni”). The parties may collectively be referred to herein as the “Parties”, and individually, as a “Party”.

RECITALS

WHEREAS, Wyoming Statute § 39-15-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%) upon retail sales of tangible personal property, admissions, and services made within the county, the purpose of which is for economic development; and

WHEREAS, the proposition to consider an excise tax for the purpose of economic development will be placed on the 2026 Primary Election ballot for consideration of the qualified voters in Fremont County; and

WHEREAS, the economic development efforts associated with the proposition shall exclusively include commercial air service, public ground transportation, and emergency medical services (ground ambulance); and

WHEREAS, the ballot verbiage of the proposition is “Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030”; and

WHEREAS, if the proposition to consider an excise tax for the purpose of economic development is approved in the August 18, 2026 Primary Election, the tax shall become effective on January 1, 2027, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

WHEREAS, the Board of County Commissioners shall, by ordinance, impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming statutes if the proposition passes.

AGREEMENT

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
2. Parties agree to create a restricted fund and/or line items in their municipal and county budgets for the optional economic development tax proceeds and expenditures. No part of the tax shall be transferred to a Party's general fund for general operations.
3. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.
4. Parties agree that 54% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Treasurer for emergency medical services.
5. Parties agree that 31% of each Party's proceeds from the optional excise tax received will be distributed monthly to the City of Riverton for commercial air service.
6. Parties agree that 15% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Association of Governments (FCAG) for ground transportation.
7. Parties shall not advance funds nor over-obligate expenditures related to emergency medical services (ground ambulance), commercial air service, or public ground transportation prior to receiving funds in their respective restricted fund and/or line items.
8. General Provisions:
 - a. Effective Date. The effective date of this MOA is the date of the signature last affixed to this page and after the three-quarter percent (3/4%) optional sales and use tax for economic development passes on the Primary Ballot on August 18, 2026.
 - b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.
 - c. Amendments. Any changes, modifications, revision or amendments to this MOA which are mutually agreed upon by the Parties to the MOA shall be incorporated

by written instrument, executed and signed by all Parties to this MOA. No provision of this Agreement may be modified or altered solely by an individual Party.

- d. Disputes. In the event of a dispute between the Parties as to the language of this MOA or the construction or meaning of any term hereof, this MOA will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOA. Any controversy or claim arising out of, or relating to this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with W.S. § 1-43-101 et seq. Should mediation fail, the Parties may proceed with any/all legal avenues available under Wyoming or federal law. The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.
- e. Governmental Immunity. The Parties do not waive governmental immunity by entering into this MOA, and specifically retain all immunities and defenses available to them as a governmental entity pursuant to W.S. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as waiver of governmental immunity. The parties agree that any ambiguity in this MOA shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- f. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA. The Parties to this MOA intend and expressly agree that only Parties signatory to this MOA shall have any legal or equitable right to seek to enforce this MOA, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOA, or to bring an action for the breach of this MOA.
- g. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in the MOA.

- h. Severability. Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.
- j. Time is of the Essence. Time is of the essence in all provisions of this MOA.
- k. Waiver. The waiver of any breach of any term or condition in the MOA shall not be deemed a waiver of any prior or subsequent breach.
- l. Entirety of Agreement. The Parties hereto agree that this agreement represents the entire agreement of the Parties and all prior negotiations, discussions, and agreements have been incorporated herein.
- m. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument, and facsimiles shall be deemed originals.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

9. Signatures. The Parties to this MOA, through the duly authorized representatives of their governing bodies, have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA.

FREMONT COUNTY, WYOMING:

Larry Allen, Chair

Date

ATTEST:

County Clerk

Date

CITY OF RIVERTON, WYOMING:

Tim Hancock, Mayor

Date

ATTEST:

City Clerk

Date

LANDER CITY, WYOMING:

Missy White, Mayor

Date

ATTEST:

City Clerk

Date

TOWN OF DUBOIS, WYOMING:

Pat Neveaux, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF HUDSON, WYOMING:

Sherry Oler, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF PAVILLION, WYOMING:

Matt Pattison, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF SHOSHONI, WYOMING:

Joel Highsmith, Mayor

Date

ATTEST:

Town Clerk

Date

RED- struck at first reading
GREEN - added on first reading
BLUE ITALICS- existing State Statute
BLUE- current City Ordinance but now in new location of ordinance
ORANGE - proposed amendments for second reading (strikethrough shows deletion) upon which council members had a consensus during the work session.

ORDINANCE 1220-2025-13

~~AN ORDINANCE AMENDING TITLE 2 – SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES REVOKING, REPLACING AND SUPERCEDING ORDINANCE 1120 1220-AND-2024-5~~

~~AN ORDINANCE REPEALING CITY OF LANDER MUNICIPAL CODE~~

TITLE 2 – SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES, SECTIONS 2-1-1 THROUGH 2-5-1 IN ITS ENTIRETY AND REPLACING IT WITH TITLE 2 – SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES SECTIONS 2-1-1 THROUGH 2-6-1

~~NOW THEREFORE~~, be it ordained by the Governing Body of the City of Lander, Fremont County, Wyoming that the City of Lander Sale, Licensing and Use of Alcoholic Malt Beverages Code be amended;

WHEREAS, notice of the October 28, 2025, public hearing and first reading was published in the Lander Journal October 11, 2025 and October 18, 2025; and

WHEREAS, a public hearing was held October 28, 2025; and

WHEREAS, a copy of the proposed liquor ordinance is posted on the City of Lander website; and

NOW, THEREFORE, BE IT RESOLVED City of Lander City Code Title 2 - Sale, Licensing and Use of Alcoholic Malt Beverages Code be amended to read as follows:

SECTION 1:

TITLE 2

SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES

Section

2-1-1	Maximum Term of Licenses General- Adoption of State Alcohol Beverage Laws
2-1-2	Licenses Subject to Review Definitions
2-1-3	Hearing Licensing and Application Requirements
2-1-4	Fee Upon Transfer of License Term, Renewal and Expiration of Licenses
2-1-5	Fees
2-2-1	General Mandatory Standards for the Sale and Possession of Alcoholic Beverages
2-2-2	Definitions Plan of Operation Required
2-2-3	License Required
2-2-4	Expiration
2-2-5	Fees
2-2-6	Grounds for Suspension, Revocation or Non-Renewal
2.3.1	Point values, Fines for alcoholic beverage violations-Hearings, Suspensions and revocation petition considerations. Procedure
2-2-7 2.3.2	License Holder Accountable for Agent

2-2-8	2.3.3	Providing Minor with Alcoholic Beverages Prohibited
2-2-9	2-3-4	Minors Prohibited from Having or Using Alcoholic Beverages
2-2-10	2-3-5	Falsifying Identification Prohibited
2-2-11	2-3-6	Consumption on Private Premises Prohibited
2-2-12	2-3-7	Public Exhibition and Consumption
2-2-13	2-3-8	Public Drunkenness-Intoxication
2-2-16	2-4-1	Restaurant Liquor Licenses
2-2-17		Continuing Violation
2-4-1	2-4-2	Resort Retail Liquor Licenses
2-5-1	2-4-3	Bar and Grill Liquor Licenses
2-4-4		Resort Hotel Liquor Licenses
2-2-18	2-5-1	Temporary Malt Beverage Permits; Issuance
2-2-19		Same; Limits
2-2-20		Same; Fees
2-2-21		Same; Restrictions
2-3-1	2-5-2	Microbrewery Permits
2-2-15	2-6-1	Hours of Sale

~~2-1-1. **Maximum Term of Licenses.**—No license or permit for the carrying on or conducting of any business or employment shall be in force for any period longer than one year from the time of its issue.~~

2.1.1 General – Adoption of State Alcohol Beverage Laws

For the protection of the health, safety and welfare of the citizens of Lander, it is the policy of the City of Lander to strictly regulate the traffic of alcoholic and malt beverages. Therefore, no traffic in such beverages is permitted except in accordance with this Title. Except as otherwise provided in this Title or other city ordinances, the sale, possession, furnishing or use of alcoholic and malt liquors in the City shall be in compliance with Wyoming Statute Title 12 as from time to time may be amended. The general control and regulatory provisions of this title apply to all licenses and permits authorized under this title, unless otherwise provided.

~~2-1-2. **Licenses Subject to Review.**—~~

~~(a) All licenses or permits issued by the City are subject to review at any time by the City Council. At any time the Council has reason to believe that grounds for suspension, revocation, or refusal to renew exist with respect to any license or permit holder, it may summon the holder and his agents to appear and answer questions relevant to such grounds.~~

2.1.2 Definitions

Definitions - as used herein the following terms shall have the following meanings:

- A. *“Adult Entertainment” means any form of dancing, exhibition or display involving male or female nudity or partial nudity for any period of time intended to gratify the sexual desires of any entertainer or patron, or any sexually oriented business. (Current code 2-5-1 C. 2)*
- B. *“Alcoholic liquor” means any spirituous or fermented fluid, substance or compound other than malt beverage intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume. As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one-quarter percent (6.25%) of alcohol by volume; (W.S. 12-1-101ai)*
- C. *“'Building' means a roofed and walled structure built or set in place for permanent use;(W.S. 12-1-101 a ii)*
- D. *"Club" means any of the following organizations:(A) A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state; (B) A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subparagraph, an American fraternal organization means an organization actively operating in not*

less than thirty-six (36) states or having been in active continuous existence for not less than twenty (20) years, but does not mean a college fraternity; (C) A hall or building association of a local unit specified in subparagraphs (A) and (B) of this paragraph, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit; (D) A golf club having more than fifty (50) bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse; (E) A social club with more than one hundred (100) bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one (1) year. The club shall have had during this one (1) year period a bona fide membership paying dues of at least twenty-five dollars (\$25.00) per year as recorded by the secretary of the club, quarterly meetings and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division, a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to W.S.12-4-301, shall be in good standing by having paid at least one (1) full year in dues; (F) Club does not mean college fraternities or labor unions; (G) A political subdivision of this state owning, maintaining or operating a bona fide golf course together with a clubhouse. (W.S. 12-1-101 a iii)

- ~~E. Points: Points~~ assigned to a licensee for specific violations. ~~used to evaluate the~~
- ~~F. Dispensing Room means a room with four walls and a door within the licensed premises separate from the serving and dining areas.~~
- G. *Entertainment means any activity designated to provide diversion or amusement, regardless of the age required for the activity. “Entertainment” shall not include adult entertainment or gambling. (W.S. 12-1-101 a xxvii)*
- H. *Gambling is defined as risking any property for gain contingent in whole or in part upon lot, the operation of a gambling device or the happening or outcome of an event, including a sporting event, over which the person taking the risk has no control. (Current code 2-51 C. 3)*
- I. *Licensee means a person holding any one (1) or more of the following: (A) Retail liquor license; (B) Limited retail liquor license; (C) Resort liquor license; (D) County retail malt beverage permit; (E) Twenty-four (24) hour malt beverage permit; (F) Restaurant liquor license; (G) Catering permit; (H) Bar and grill liquor license; (J) Malt beverage wholesale license; (K) Microbrewery permit; (L) Resort hotel liquor license, or any other liquor license allowed under Wyoming State law.*
- J. *Malt Beverage means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.*
(W.S. 12-1-101 a x)
- K. *Microbrewery means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year. (W.S. 12-1-101 a xix)*
- ~~L. Minor as used in Title 2 shall mean any person who has not become twenty- one (21) years of age; provided, however, all persons who are gainfully employed by the holder of a valid alcoholic beverage license as of the date this ordinance is passed, adopted and approved and as a bona fide incident of said employment and during the course and scope of said employment may:~~
 - ~~1. Possess alcoholic beverages and/or;~~
 - ~~2. Enter and/or remain in a room in which alcoholic beverages are dispensed or sold, shall not be considered minors, as herein defined.~~ (Current code 2-2-2 C)

- M. *Public place as used in this Title shall include private business premises open to the public and include private vehicles operating or parked in public places. (Current code 2-2-2 B)*
- N. *Person includes an individual person, partnership, corporation, limited liability company or any other association or entity, public or private; (W.S. 12-1-101 a xii)*
- O. *Operational means offering for sale on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under W.S. § 12-1-101 et seq. (W.S. 12-1-101 a xxi)*
- P. *Resident means a domiciled resident and citizen of Wyoming for a period of not less than one (1) year who has not claimed residency elsewhere for any purpose within a one (1) year period immediately preceding the date of application for any license under Title 12 of the Wyoming State Statutes. (W.S. 12-1-101 a xiii)*
- Q. *Restaurant means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. (W.S. 12-1-101 a xiv)*
- R. *Revocation: Termination of the liquor license.*
- S. *Sell or sale includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale. (W.S. 12-1-101 a xvi)*
- T. *Suspension: Temporary revocation of the right to sell or serve alcoholic beverages.*
- U. *Violation: Any breach of federal, state, or local laws or ordinances relating to the sale, service, or consumption of alcoholic beverages.*
- V. *Winery means a commercial enterprise at a single location producing wine. (W.S. 12-1-101 a xx)*

~~**2-1-3. Hearing.** If the Council determines that cause exists to suspend, revoke, or not renew any license or permit, it shall give the holder of the permit reasonable notification of his right to request a hearing on the matter. Or the Council may likewise notify the holder that a hearing will be held on the matter at a specified time, date and place. If the holder fails to request a hearing upon notification or fails to appear at a scheduled hearing, the Council may immediately suspend or revoke the permit or license. Otherwise, the Council shall proceed to determine whether the permit or license should be suspended or revoked. Suspension or revocation shall not constitute a bar to other proceedings, whether civil, criminal, or administrative in nature.~~

2.1.3 License and Application Requirements

- A. No person shall sell alcoholic or malt beverages without a liquor license or permit issued by the City of Lander. Application shall be made under oath on the approved form to the governing body as provided by state law, and any licenses or permits granted shall be in accordance with and be subject to state law. The City Clerk shall keep a record of licenses and permits issued, including the name of the holder, the location for which the license or permit is granted, the dates of issuance and expiration, and the fee paid.
- B. Pursuant to W.S. § 12-4-102, original and renewal liquor license applications shall contain:
 - (a) *The location of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of the application. If the building is not in existence, the location and an architect’s drawing or suitable plans of the licensed building and premises to be licensed.*
 - (b) *The age and residence of the applicant, and of each applicant or partner if the application is made by more than one (1) individual or by a partnership;*
 - (c) *A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law, and of any conviction for a violation*

of Wyoming law relating to the sale or manufacture of alcoholic liquor or malt beverages within ten (10) years prior to the filing of the application;

(d) For an original or transfer application a statement indicating the financial condition and financial stability of the new applicant;

(e) If the applicant is a corporation:

(i) The name, age and residence of each officer, director, and stockholder holding, either jointly or severally, ten (10%) percent or more of the outstanding and issued capital stock of the corporation; and

(ii) Whether any officer, director or stockholder with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.

(f) If the applicant is a limited liability company:

(i) The name, age and residence of each officer, manager, and member holding, either jointly or severally, ten (10%) percent or more of the outstanding ownership of the limited liability company; and

(ii) Whether any officer, manager or member with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.

(g) If the applicant seeks a new or renewal of a restaurant liquor License, the applicant shall:

(i) Submit a valid food service permit; (W.S. 12-4-407)

(ii) An applicant for a restaurant liquor license shall satisfy the appropriate licensing authority that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages. (W.S. 12-4-408)

(iii) When renewing a restaurant liquor license, the appropriate licensing authority shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months operation of a licensed restaurant be derived from food services.(W.S. 12-4-408)

(iv) Upon application for license renewal, a license holder shall submit an annual report to the licensing authority on the sales of the licensed restaurant from the licensee’s accountant or accounting program. The report shall contain the annual gross sales figures of the restaurant and shall separate the gross sales figures into two (2) categories: Food service sales; and Alcoholic and malt beverage sales. (W.S. 12-4-408)

(h) If the applicant seeks a new or renewal of a bar and grill license, the applicant shall:

(i) Submit a valid food service permit; (W.S. 12-4-413 (a))

(ii) An applicant for a bar and grill liquor license shall satisfy the appropriate licensing authority that not less than sixty percent (60%) of revenue from the operation of the bar and grill to be licensed will be derived from food services, entertainment or a combination of food services and entertainment and not from the sale of alcoholic or malt beverages. (W.S. 12-4-413 (g))

~~*(ii) When renewing a bar and grill liquor license, the appropriate licensing authority shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months operation of a licensed bar and grill be derived*~~

~~from food services, entertainment or a combination of food services and entertainment.~~

- (iii)

(ii)

The appropriate licensing authority shall consider the type, level and appropriateness of food services and entertainment sales proposed in each application when determining whether to issue or renew a bar and grill license. (W.S. 12-4-13 (j))
- (iv)

Upon application for license renewal, a license holder shall submit an annual report ~~from the licensee's accountant or accounting program~~ to the licensing authority on the sales of the licensed bar and grill. The report shall contain the annual gross sales figures of the bar and grill and shall separate the gross sales figures into the following three (3) categories: Food service sales; Alcoholic and malt beverage sales; and Entertainment sales. (W.S. 12-4-413 (k))
- C.

No person or partner shall have any interest, directly or indirectly, in a license or permit unless he signs and verifies the application for the license or permit. No corporation shall be granted a license or permit unless two (2) or more of the officers or directors sign and verify the application on behalf of the corporation and also verify upon their oath as individuals that the statements and provisions contained therein are true, except that if all the stock of the corporation is owned by one (1) individual then that individual may sign and verify the application and verify upon his oath that the statements and provisions contained therein are true. No limited liability company shall be granted a license or permit unless at least one (1) of the officers, managers, or if there are no officers or managers, at least one (1) of the members who is duly authorized to act on behalf of the limited liability company signs and verifies the application on behalf of the company and also verifies upon his oath that the statements and provisions contained therein are true. (W.S. 12-4-102 (b))
- D.

Corporate and limited liability company licensees and permittees shall advise the licensing authority within thirty (30) **business** days in writing of any change in the information in the application. (W.S. 12-4102 (c))
- E.

A license or permit authorized by this title shall not be held by, issued or transferred to:

(a)

Any person who does not own the building or hold a written lease for the period for which the license will be effective containing an agreement by the lessor that alcoholic or malt beverages may be sold upon the leased premises, except as provided by paragraph (iv) of this subsection. This paragraph shall not be interpreted to prevent the use of a resort liquor license or a resort hotel liquor license by a contractor or subcontractor as permitted by W.S.12-4-403(b);

(b)

Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph. Any license or permit in violation of this paragraph shall not be renewed by the local licensing authority and once the enterprise is operational or open for business, no licensee shall be eligible to repeat the grace periods made available by this paragraph without the consent of the local licensing authority due to extraordinary circumstances. For purposes of this paragraph "remain operational" means operational consecutively, in any license term year, for twelve (12) months or for not less than three (3) months if determined by the local licensing authority to be a seasonal operation; (W.S. 12-4-103)

~~**2-1-4. Fee Upon Transfer of License**— Upon approval by the Lander City Council of a transfer of license to either a different location or different licensee, fees shall be paid prior to the transfer~~

~~becoming effective as stated in the City of Lander Fee Schedule. (Section 2-1-4 Amended by Ordinance 1193, effective 11/15/15)~~

-2.1.4 Term, Renewal and Expiration of License

A. A liquor license or permit is considered a personal privilege to the holder and the term of the liquor license or permit is for one (1) year unless sooner revoked. (W.S. 12-4-106 (a))

B. All liquor licenses shall expire on February 20 of each year and shall be subject to renewal at a regular City Council meeting, or at any special Council meeting called for this purpose, on or before January 20 of each year. Fees for licenses issued or renewed on other dates shall be prorated in accordance with W.S. 12-4-106 (b). (Current code 2-2-4)

(a) Any liquor license or permit shall not be issued, renewed or transferred until on or after the date noticed and set for public hearing of protests. A liquor license or permit shall not be issued, or recommendations to pursue revocation or suspension in the district court shall be made if the governing body finds from evidence presented at the hearing: W.S. 12-4-104(b)

(b) The welfare of the people residing in the vicinity of the proposed liquor license or permit premises shall be adversely and seriously affected, including but not limited to resident comments and law enforcement calls.

(c) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the liquor license or permit;

(d) The number, type and location of existing liquor licenses or permits meet the needs of the vicinity under consideration;

(e) The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the liquor license or permit; W.S. 12-4-104(b)

(f) Restaurant or Bar and Grill liquor license failure to satisfy the statutory requirements concerning gross sales of food, alcohol, and entertainment as appropriate or failure to provide a valid food service permit;

(g) The liquor license or permit is in violation of the operational requirements set forth in W.S. 12-4-103 (iv).

(h) Completion of an approved Alcohol Server Training Course by server employees within ~~30~~ 90 business days of hire.

(i) Any other reason pursuant to state statute.

~~**2-2-1. General.** For the protection of the health, safety and welfare of the citizens of Lander, it is the policy of the City of Lander to strictly regulate the traffic of alcoholic and malt beverages. Therefore, no traffic in such beverages is permitted except in accordance with this Title.~~

~~**2-2-2. Definitions.**~~

~~_____ (a) _____ The words and phrases used in this Title shall be as defined in Title 12 of the Wyoming Statutes.~~

~~(b) "Public place" as used in this Title shall include private business premises open to the public and includes private vehicles operating or parked in public places.~~

~~(c) "Minor" as used in Title 2 shall mean any person who has not become twenty-one (21) years of age; provided, however, all persons who are gainfully employed by the holder of a valid alcoholic beverage license as of the date this ordinance is passed, adopted and approved and as a~~

~~bona fide incident of said employment and during the course and scope of said employment,~~

- ~~(1) Possess alcoholic beverages and/or;~~
- ~~(2) Enter and/or remain in a room in which alcoholic beverages are dispensed or sold, shall not be considered minors, as herein defined. (Section 2-2-2 amended by Ordinance 824, effective 6-28-88.)~~

-2.1.5 Fees

- A. Original License, transfer and Renewal Fees for alcoholic beverage liquor licenses shall be as stated in the City of Lander Fee Schedule. A license or permit issued for a term less than one (1) year shall be issued at a pro-rated annual fee accordingly. All license and related fees shall paid in full before the issuance of the original or renewal of a liquor license.
- B. *All fees for licenses and permits issued by a licensing authority paid under this title shall be deposited into the treasury of the licensing authority. No refund of all or any part of a license fee shall be made at any time following issuance. (W.S. 12-4-105)*
- C. *Transfer: Upon approval by the governing body of a transfer of license to either a different location or different licensee, fees shall be paid prior to the transfer becoming effective as stated in the City of Lander Fee Schedule. (Current code 2-1-4)*

2.2.1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages

Every liquor licensee and/or his or her employees shall conform to the following mandatory standards when selling and serving alcoholic beverages in the city. *Standards.* For this chapter, the following standards of conduct shall apply:

- A. Standards.
 - (a) Refuse to serve any patron who is obviously intoxicated or is obviously physically endangering people or property in the licensed premises or dispensing area. For the purposes of this section, “obviously intoxicated” shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.
 - (b) Order any patron to leave and depart who is endangering people or property in the licensed premises and notify the Lander police department of any criminal incident as soon as reasonably possible.
 - (c) Refuse to sell, give, or deliver alcoholic liquor or malt beverage to any person under the age of twenty-one years.
 - (d) Report other criminal activity in the licensed building, dispensing area or on the licensed premises as established by local, state or federal law, as soon as reasonably possible.
 - (e) Comply with the training and records maintenance requirements.
 - ~~(f) Clearly post occupancy limits and limit access so as not to exceed the occupancy limit as established by the International Fire Code as adopted by the city.~~

- B. Public responsibility.
 - (a) No person shall consume or carry in open containers alcoholic liquor or malt beverages, inside or outside of any motor vehicles on any street or

highway, or in any restaurant, hotel dining room or any other public place whatsoever within the city, except places where the sale or service of alcoholic liquor or malt beverages is authorized by the Wyoming State law or city ordinance, or as permitted by a catering, malt beverage or open container permit, issued pursuant to this Title.

(b) It is unlawful to remain in an establishment operated under a liquor license after a lawful request to leave is made by an agent, employee, or owner of the establishment.

C. Chartered vehicles. Alcoholic liquor or malt beverages may be consumed by adult passengers within: (1) commercial limousines, being defined for purposes herein as a passenger car pursuant to W. S. Section 31-1-101, with a closed passenger compartment seating three or more passengers which is separated from the driver’s seat with a partition which may be of glass; (2) horse-drawn vehicle; or (3) a chartered bus, trolley or similar vehicle designed to carry ten or more persons when the vehicle is being used for transportation of passengers. The driver of any such vehicle is prohibited from consuming, possessing, or having an alcoholic beverage in or about the driving area of the vehicle. No fee may be charged for any alcoholic liquor or malt beverage consumed in such vehicles.

D. Bottle clubs.

(a) “Bottle club” is an operation or enterprise whereby space is given or rented to any person or persons upon the premises of such operation or enterprise for a primary purpose of keeping or storage of alcoholic or malt beverages for consumption upon such premises or in other rooms nearby, used for consumption by the owner of the beverages or guests, the income, profits or fees of the operator of the bottle club being secured from sales or furnishing mixes, ice, food or glasses or from dues, charges, contributions, membership cards or assessments including charges for the rental of storage space for the alcoholic or malt beverages.

(b) It is unlawful to operate a bottle club in the city, and any person who operates a bottle club shall be deemed guilty of a misdemeanor. Each day of operation shall be deemed a separate offense.

E. Penalty. Each violation of a standard set out in this section shall constitute a misdemeanor punishable by a fine of not more than seven hundred fifty dollars and in accordance with the current adopted City of Lander Fee Schedule.

(a) A violation of this chapter that results in a conviction is punishable by a fine of not more than seven hundred fifty dollars, or other penalties per City of Lander Municipal Bond Fee Schedule.

(b) Evidence that the licensee or his or her employee summoned police to deal with activity within the establishment that is prohibited by this Title may be considered in mitigation of the penalty that may be imposed for a conviction.

2.2.2 Plan Of Operation Required

A. Plan of operation description. Any license authorized under this chapter shall not be issued, ~~renewed~~, or transferred until the applicant has submitted a plan of operation that meets the requirements of this section. A plan of operation shall contain and shall set forth in simple narrative form the following:

(a) An operational statement describing the location and layout of the licensed building, licensed premises and/or dispensing area;

(b) Schedule of all days and hours of operation;

- (c) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);
- (d) Description of specific alcohol inventory management practices that are relevant to the license at issue;
- (e) Description of specific crowd control and security practices that are relevant to the license at issue;
- (f) Description of other information that is relevant and pertinent to the operation of the licensee’s licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the city governing body at the time of renewal, transfer or issuance of the license;
- (g) Description of delivery and/or curbside services if offered by the licensee;
- (h) A bar and grill shall define the type of entertainment it intends to provide.
- (i) Alcohol Server Training plan and schedule.

B. Amendments. The licensee may propose amendment(s) to an existing approved plan of operation for an issued license during the term of its license. Such an amendment may be approved by the city administrator if it is not a material deviation from the licensee’s existing approved plan.

C. Deviation. Any material deviation from the approved plan of operation requires a formal review by City administration and may be referred to the city governing body for approval of a modified plan of operation.

2.3.1 Point values, Fines for alcoholic beverage violations — Hearings — Suspensions and revocation petition consideration — Procedure.

- A. Purpose: ~~The purpose of this section is to establish a system of fines and point points for licensed liquor license holders and establishments in order to deter violations of state and local liquor laws, encourage voluntary compliance, and provide a framework for escalating enforcement actions when needed.~~ The purpose of this section is to enhance community safety through the oversight of liquor licenses. The City shall achieve this by establishing a proactive system to reduce violations of state and local liquor laws, encourage voluntary compliance, and provide a framework for escalating enforcement actions when warranted. To accomplish this purpose, a system of fines and points will be established to quantify violations of state and city regulations and set thresholds that will determine whether the City shall consider seeking District Court review, and possible suspension or revocation, of liquor licenses. These violations shall be accrued only from the actions of license holders, agents, and employed staff and only through judicial conviction, if applicable, or by evidenced documentation by the Lander Police Department and City Clerk.
- B. Violation Categories and points. Upon first offense, there shall be a written warning, which shall be addressed by the liquor license holder within 30 business days. A fine as set forth below shall be imposed upon a second and/or subsequent offense(s). point points shall be assessed as set forth below upon ~~first~~ second and subsequent offenses.

Type of Violation	Fine	Points
Controlled Substance Violation as defined below	\$1000	100/50
Failure to pay Sales Tax within 45 business days of Sales	\$1000	25 14

Tax Hold Notice		
Sale to minor	\$500	10
Sale to intoxicated person	\$500	10
Failure to notify law enforcement concerning removal of persons from the premises, denial of service to minors, or due to level of intoxication	\$500	10
Unauthorized Alcohol Service (failure to obtain appropriate permit, selling while suspended, or selling alcohol not purchased from wholesaler)	\$500	15
Failure of bar and grill and restaurant liquor license holder to provide food service while dispensing alcoholic beverages in accordance with state statute	\$375	7
After-hours Sale/Service	\$250	5
Unauthorized gambling	\$250	5
Failure to maintain adequate records as mandated by state liquor division pertinent to gross revenue receipts required of bar and grill or restaurant liquor license	\$150	3
Failure to provide approved alcohol server training to servers	\$150	3

Sales Tax Holds may also be addressed and or suspended in accordance with W.S. 12-7-103.

Type of Violation	Fine	Points
Sale to Minor	\$500	10
Sale to Intoxicated Person	\$500	10
After Hours Sale/Service	\$250	5
Controlled Substance Violation as defined below	\$1000	100/50

Failure to Notify Law Enforcement concerning removal of persons from the premises, denial of service to minors, or due to level of intoxication

\$500

10

Unauthorized Gambling

\$250

5

Unauthorized Alcohol Service (failure to obtain appropriate permit, selling while suspended or selling alcohol not purchased from wholesaler)

\$500

10

Failure to maintain adequate records as mandated by state liquor division pertinent to the gross revenue receipts requirements of bar and grill and restaurant liquor license

\$150

3

Record Keeping

\$150

3

Failure to provide approved alcohol training to servers

\$1000

25

Failure to pay Sales Tax within 60 business days of Sales Tax Hold Notice

Sales Tax Holds may also be addressed and or suspended in accordance with W.S. 12-7-103.

~~Controlled Substance Violations. If a licensee, its agent or employee is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, in any court, the licensee shall acquire one hundred points.~~

~~If a third party is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, and the governing body finds that there is substantial evidence that such occurred with the knowledge of the licensee, or its agent or employee while in the service of the licensee, and that the licensee, its agent or employee did not report his or her knowledge of such sale or possession to a peace officer, as that term is defined in Wyoming Statute Section 7-2-101, as soon as practicable, the licensee shall acquire fifty points.~~

Repeat offenses within a 24-month period may result in increased fines up to double the previous amount and additional points.

C. ~~Demerit point~~ Point Thresholds and Consequences

Cumulative Demerits Points 24-12 month period	Penalty
10-14 15-20 Points	Present a correction plan within 7 business days of notification
15-19 21-30 Points	Violation hearing Potential 7 day suspension recommendation of liquor license
20-24 Points	Violation Hearing Potential 20-day suspension recommendation of liquor license
25+ 30 Points	Violation Hearing before the local licensing authority for recommendation of revocation through District Court

Cumulative points (~~24-12~~ month period) Penalty

~~10-14~~ points ~~Present a correction plan within 7 business days of notification~~

~~15-19~~ points ~~Violation Hearing Potential 7-day suspension recommendation of liquor license~~

~~20-24~~ points ~~Violation Hearing Potential 20-day suspension recommendation of liquor license~~

~~25+~~ points ~~Violation Hearing before the local licensing authority for recommendation of revocation through District Court~~

2.3.2 Hearings–Suspensions–Revocation Petition Considerations Procedure ~~Enforcement and Appeals~~

- (a) Purpose: To ensure due process to liquor license holders, the City shall establish the following procedures for enforcement and appeals of the system described in 2.3.1. The license holders have the opportunity to dispute the documentation of individual violations through a hearing, as detailed in subsection below. Additionally, in cases where license holders have exhibited a documented pattern of violations of local and state regulations, and after the accrual of pre-determined point amounts, a suspension or revocation hearing will take place. These processes precede, and the findings inform, a vote by the Governing Body to potentially initiate District Court action to rule on the suspension or revocation of licenses.
- (b) Written warnings, fines and points. The following process shall apply for the issuance of fines, points and written warnings:

- (i) **Notice of Violation:** The City Clerk or designee issues a written citation specifying the violation, the fine amount, and the points to be assessed.
 - (ii) **Opportunity to Cure/Pay:** The licensee may accept the citation and pay the fine within a set period within 15 business days, at which point the matter is closed.
 - (iii) **Right to Contest:** If the licensee disputes the violation or fine, they may request a hearing before ~~the governing body or hearing examiner~~ an administrative law judge within the same 15 business day period.
 - (iv) **Hearing Procedure:** At the hearing, the licensee can appear in person or through counsel, present evidence, and cross-examine witnesses. The administrative law judge would make findings of fact and issue a written decision.
 - (v) **Appeal:** Any suspension or revocation decision would continue to be subject to review in district court under § 12-4-104. For fines, an appeal could also be allowed under the Wyoming Administrative Procedure Act, or the ordinance can specify that Council decisions are final unless overturned by a court.
- (c) Violation Hearing for Suspension or Revocation Consideration. Should the governing body become aware that a licensee has obtained 21 or more points as outlined above, it shall provide the licensee with notice and an opportunity for a hearing. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:
- (i) That the governing body has been informed that one or more of the events described in subsection 2.3.1 of this section, has occurred and that as a result point points may be attributed to the licensee and that a suspension and/or revocation of the license is possible;
 - (ii) Summarizing the nature and date(s) of the alleged event(s) and the number of point points which would be attributed to the licensee if the governing body finds that such event(s) occurred;
 - (iii) That a hearing on the subject has been scheduled before an administrative law judge ~~the governing body~~, and further informing the licensee of the time and place of the hearing; and
 - (iv) That the purpose of the hearing is to hear evidence, including that presented by the licensee, on the issue.
 - (v) The sanctions provided in this section for point points are cumulative, and therefore points may result in multiple sanctions.
- (d) Suspension Hearing. If it appears to the governing body that a licensee has acquired sufficient points to result in a suspension or revocation of its license, the licensee shall be afforded an opportunity for hearing before an administrative law judge ~~the governing body or hearing examiner~~. The purpose of such hearing is to allow the licensee to provide information demonstrating that such points have not been acquired. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:

- (i) That it appears to the governing body that the licensee has acquired points such that a suspension and/or revocation of the licensee's license is appropriate;
 - (ii) Summarizing the nature and date(s) of the incidents resulting in points and the number of point points alleged to have been acquired by the licensee as a result of such incidents;
 - (iii) That a hearing on the subject has been scheduled before an administrative law judge ~~the governing body~~, and further informing the licensee of the time and place of the hearing; and
 - (iv) That the purpose of the hearing is to allow the licensee to offer corrections to the information demonstrating such points have not been acquired.
- (e) Hearing requirements. At a hearing, a licensee may appear in person or through counsel. A licensee will be given an opportunity to present evidence and argument on the relevant issue. Evidence relied on shall consist of information commonly relied upon by reasonably prudent people in the conduct of their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded. A record shall be made of the proceedings and shall include the following:
- (i) All notices and intermediate rulings;
 - (ii) Evidence received or considered by the governing body, including information officially noticed and received from the municipal court;
 - (iii) Questions and offers of proof, objections, and rulings thereon;
 - (iv) Any proposed findings and exceptions thereto; and
 - (v) Any opinion, findings, decision, or order of the governing body and any report by any hearing officer.
- (f) ~~Hearing Examiners~~Administrative Law Judge. ~~Nothing shall preclude the governing body from appointing one or more hearing examiners to~~The governing body shall appoint an administrative law judge to conduct any hearing called for by this section for the purpose of assembling a record for subsequent consideration by the governing body. ~~If a hearing examiner is appointed,~~ The governing body shall direct the ~~examiner~~administrative law judge to forward the record of the hearing to the governing body either with ~~or without~~ proposed findings of fact and conclusions of law, and with ~~or without~~ the opinion/recommendation of the ~~examiner~~ administrative law judge.
- (g) ~~Governing body or Hearing Examiner~~ Administrative Law Judge decision. Following the hearing described in this section, and based upon the information considered and received at such hearing, and the sanctions described, the governing body shall:
- (i) Authorize the City Attorney to prepare and file with the district court a petition to revoke or suspend the licensee's license; or
 - (ii) Find that suspension or revocation is not required by the terms of this section.

All decisions shall be made in writing, shall be supported by findings of fact and conclusions of law, and shall be delivered to the licensee in interest either personally or by mail at the address listed on the licensee's most recent liquor license.

2-2-3. License Required. ~~No person shall sell alcoholic or malt beverages without a license or permit issued by the City of Lander. Application shall be made to the City Council as provided by state law, and any licenses or permits granted shall accord with and be subject to state law.~~

~~The City Clerk shall keep a record of licenses and permits issued, including the name of the holder, the location for which the license or permit is granted, the dates of issuance and expiration, and the fee paid.~~

~~**2-2-4. Expiration.** All alcoholic beverage licenses shall expire on February 20 of each year and shall be subject to renewal at a regular City Council meeting, or at any special Council meeting called for this purpose, on or before January 20 of each year. Fees for licenses issued or renewed on other dates shall be prorated.~~

~~**2-2-5. Fees.** Fees for alcoholic beverage licenses shall be as stated in the City of Lander Fee Schedule. (Section 2-2-5 amended by Ordinance 1193 effective 11/15/15)~~

~~**2-2-6. Ground for Suspension, Revocation, or Non-Renewal.** Without limitation, the following are grounds for the City Council to suspend, revoke, or refuse to renew any license or permit under this Title:~~

- ~~(a) Violations by the holder of any provisions of this Title or of Title 12 of the Wyoming Statutes. A court conviction shall be presumptive evidence of such violation.~~
- ~~(b) That the premises, while licensed in the name of the holder, are the scene of repeated or continuing violations of any ordinance or law, and that the initial violation occurred while the premises were licensed in the name of the holder and the holder had knowledge of the first violation or delays correcting a continuing violation.~~

~~**2-2-7. 2-3-2 License Holder Accountable for Agent.** - Violations or notice attributable to agents of the license or permit holder are attributable to the holder and in such cases either the holder or the agent, or both, may be held accountable and the defense that the agent acted outside the scope of his authority shall not apply. This section shall apply to misdemeanor violations and City Council proceedings, provided that no jail sentence shall be imposed on license holders for violation by their agents unless the agent was expressly authorized to perform or permit the act in question. (Current code 2-2-7)~~

~~**2-2-8. 2-3-3 Providing Minor with Alcoholic Beverages Prohibited.**~~

~~Except as provided in this section, no licensee or agent, employee or server thereof shall knowingly permit any person under the age of twenty-one (21) years to enter or remain in the licensed building where alcoholic or malt beverages are dispensed in an establishment that provides adult entertainment and/or is primarily for on premise consumption where the primary source of revenue from the operation is from the sale of alcoholic or malt beverages unless:~~

- ~~(a) The establishment is operating a restaurant with a commercial kitchen where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages; Employees at least eighteen (18) years of age are~~

- permitted in the building in the course of their employment and may serve alcoholic or malt beverages;*
- (b) The establishment operates a commercial kitchen, persons under the age of twenty one (21) years may enter or remain in the licensed building until the hour of 2:00 a. m. but not including seating at the bar itself;*
- (c) Limited Retail Licenses (clubs) are exempt from the age restrictions listed above;*
- (d) Retail Licenses operating as a bowling alley are exempt from the age restrictions above;*
- (e) Establishments that operate primarily for off-premise sales shall maintain a separate area for the sale of alcoholic or malt beverages, including a separate check out area.*
- (f) In any other establishment and operation that is approved by the City Council for persons under twenty-one (21) years to be present.*

No person shall sell, furnish, provide, give or cause to be sold, furnished or given away an alcoholic or malt beverage to a minor, under the age of 21, who is not his legal ward, medical patient or a member of their immediate family. (Current code 2-2-8)

~~2-2-9.~~ 2-3-4 Minors Prohibited from Having or Using Alcoholic Beverages - No minor shall:

- (a) have any alcoholic or malt beverage in his possession within the city, or appear in a public place within the city, without being in the presence of a parent or legal guardian, while drunk or under the influence of an alcoholic liquor or malt beverage. For purposes of this section, under the influence of an alcoholic liquor or malt beverage shall mean the consumption of alcohol or malt beverage as shall be evidenced by the odor of alcohol on the breath and/or a positive reading for alcohol by an alco sensor or other device used to detect the presence of alcohol. (Amended by Ordinance 878, effective 5-26-92.)*
- (b) enter or remain in a room where alcoholic or malt beverages are stored or dispensed in any establishment holding a club, retail, or restaurant liquor license, except that minor employees shall be permitted in the room during hours when alcoholic and malt beverages are not sold or dispensed; or*
- (c) use or consume any alcoholic or malt beverages in any public place. (Current code 2-2-9)*

~~2-2-10~~ 2-3-5. Falsifying Identification Prohibited. - No person shall, for the purpose of obtaining alcoholic or malt beverages for himself or for another person:

- (a) falsify any identification;*
- (b) use identification belonging to another person; or*
- (c) lend to or permit another person to use any identification not belonging to that person. (Current code 2-2-10)*

2-2-11. 2-3-6 Consumption on Private Premises Prohibited. - No person shall consume or exhibit any open container of alcoholic or malt beverages on any privately owned property without the permission of the owner. (Current code 2-2-11)

2-2-12. 2-3-7 Public Exhibition and Consumption. -

- A. No person shall consume any alcoholic or malt beverage, or exhibit any open container thereof, in any public place, with the following exceptions:
- (a) Places of business with underlying liquor licenses which allows for on premise consumption.

(b) All city parks, between the hours of 8:00 a.m. and 11:00 p.m.;

(c) City outdoor public recreational facilities during period of scheduled public recreational activities and only between the hours of 8:00 a.m. and 11:00 p.m.;

(d) The interior areas of the Lander Community and Convention Center; and the exterior grounds of the Lander Community and Convention Center, including, but not limited to, the south patio and fireplace area, the north patio, but excluding the parking lot. This shall apply to the hours of 10:00 a.m. to 2:00 a.m.;

(e) All other areas specifically exempted by resolution of the governing body.
- B. The governing body may, by resolution, designate special days during which the above subsections shall not apply or shall be limited in application, it being the policy of the City that the restrictions should not be in effect on certain holidays and days of public celebrations. (Current code 2-2-212)

2-2-13. 2-3-8 Public Intoxication. - No person shall appear or be present in any public place while under the influence of alcohol, narcotics or other non-prescribed mind altering substance(s) to the extent that such person creates a nuisance or spectacle. This as may be established by any of the following elements: staggering, weaving, sleeping, vomiting, speaking incoherently, obscene speech, offensive gestures, or any other indecent or obnoxious conduct or act. (Current code 2-2-13)

2.4.1 Restaurant Liquor Licensees

(W.S. 12-4-410)

- A. Restaurant liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee, except as provided for in subsection f below.
- B. Alcoholic and malt beverages shall be dispensed and prepared for consumption in an *area dispensing room as defined herein in 2-2-1(F) located upon the licensed premises separated from the dining area in which alcoholic and malt beverages may be served.* No consumption of alcoholic and malt beverages shall be permitted within the dispensing *area room*, nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing area.
- C. No restaurant liquor licensee shall serve alcoholic or malt beverages after food sales and services have ceased.
- D. All Restaurant Liquor Licensee’s shall comply with any and all applicable state, federal, and municipal liquor laws.

- E. *No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge.*
- F. *A restaurant liquor licensee may permit a patron to remove one (1) unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of W.S.31-5-235.*

2.4.2 Resort Retail Liquor Licenses

(W.S. 12-4-401)

- A. *To qualify for a resort retail liquor license, the appropriate licensing authority shall require the resort complex to:*
 - (a) *Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars (\$1,000,000.00), excluding the value of the land;*
 - (b) *Include a restaurant and a convention facility, which convention facility shall seat no less than one hundred (100) persons, and*
Include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms.

2.4.3 Bar And Grill License

(W.S. 12-4-413)

- A. *Restaurants as defined herein may be licensed under a bar and grill liquor license. In addition to any other application requirements herein, the license applicant shall submit a valid food service permit upon application and renewal.*
- B. *The governing body will consider the type, level and appropriateness of food services and entertainment sales in each application when determining whether to issue or renew a bar and grill license. Renewal shall be conditioned upon a requirement that not less than sixty (60%) percent of gross sales from the preceding 12 months operations are derived from food services, entertainment or a combination of food services and entertainment and shall be supported by an annual report from the licensee's accountant or accounting program.*
- C. *A bar and grill liquor license shall not be sold, transferred or assigned by the holder.*
- D. *Bar and grill liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed under this subsection. The following shall apply to sales of alcoholic and malt beverages:*
 - (a) *All sales of alcoholic and malt beverages authorized by a bar and grill liquor license shall cease at the time food sales and services cease or at the hours specified by W.S.12-5-101(a) if food sales and services extend beyond the hours specified therein;*
 - (b) *A bar and grill liquor licensee may permit a patron to remove one (1) partially consumed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the bar and grill premises. For purposes of this paragraph the term "full course meal" shall mean food which cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this*

paragraph shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this paragraph shall not be deemed an open container for purposes of W.S.31-5-235.

2.4.4 Resort Hotel Liquor License: (W.S. 12-4-416)

To qualify for a resort hotel liquor license the resort hotel shall:

- A. Have an actual valuation of, or the applicant shall commit to expend or have actually expended on the resort hotel, not less than five million dollars (\$5,000,000.00). Any valuation under this paragraph shall include the value of the land on which the resort hotel is located;*
- B. Include a full-service restaurant that shall be open during regular business hours. At the discretion of the appropriate licensing authority, variances to this time requirement may be granted on a seasonal basis. As used in this paragraph, "full-service restaurant" means a restaurant where waiters deliver food and drink offered from a printed food menu to patrons at tables or booths and that has a dining room or rooms, kitchen and the number and kind of employees necessary for the preparing, cooking and serving of meals;*
- C. Include within the resort hotel not less than twenty (20) sleeping rooms for short-term occupancy; (iv) Provide dining services to guest rooms for not less than twelve (12) hours each day; and (v) Provide facilities for business meetings that can accommodate not less than fifty (50) participants. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.*

2.5.1 Temporary Malt Beverage And Catering Permits

Shall be issued by the Clerk, if appropriate, in accordance with the requirements of W.S. §12-4-502, as it may be amended, following the submission of an approval of the application, any required attachments, and review.

The applicant shall ensure that the premises are maintained in a decent and orderly manner, and shall insure that all patrons or guests act within the law and not cause disturbances, riots, or fights. Should the picnic, bazaar, fair rodeo or similar public gathering become disorderly, the Chief of Police may suspend the temporary malt beverage or catering permit. In such case, the applicant shall cause any crowds, patrons or guests to disperse and shall remove any malt beverages from the premises and cease dispensing the same.

~~**2-2-16. Restaurant Liquor Licensees.**~~

- ~~(a) Restaurant liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee.~~
- ~~(b) Alcoholic and malt beverages shall be dispensed and prepared for consumption in one room upon the licensed premises separated from the dining area in which alcoholic and malt beverages may be served. No consumption of alcoholic and malt beverages shall be permitted within the dispensing room, nor shall any person other than employees be permitted to enter the dispensing room. If a restaurant has a dispensing room~~

~~separate from the dining area which is licensed prior to February 1, 1979 for purposes of alcoholic or malt beverage sales and consumption, the restaurant may dispense alcoholic or malt beverages in the separate dispensing room under a restaurant liquor license, and any person over 19 year of age is permitted to enter the separate dispensing room.~~

~~(c) No restaurant liquor licensee shall serve alcoholic or malt beverages after food sales and services have ceased.~~

~~(d) All Restaurant Liquor Licensee's shall comply with any and all applicable state, federal, and municipal liquor laws.~~

~~**2-2-17. Continuing Violations.** Each day of a continuing violation of this Title shall be deemed a separate offense. (Amended by Ordinance 730, effective 6-14-82.)~~

~~**2-2-18. Temporary Malt Beverage and Catering Permits; Issuance.**~~

~~WY Statute 12-4-502~~

~~**2-2-20.**~~ **Repealed**

~~**2-2-21. Same; Restrictions.** The applicant shall insure that the premises are maintained in a decent and orderly manner, and shall insure that all patrons or guests act within the law and not cause disturbances, riots, or fights. Should the picnic, bazaar, fair rodeo or similar public gathering become disorderly, the Chief of Police may suspend the temporary malt beverage permit and refund any un-accrued fees to the applicant. In such case, the applicant shall cause any crowds, patrons or guests to disperse and shall remove any malt beverages from the premises and cease dispensing the same. (Section 2-2-21 created by Ordinance 775, effective 11-27-84.)~~

~~**2-3-1.**~~ **2-5-2 Microbrewery and Winery Permits -**

- (a) Definitions - as used herein the following terms shall have the following meanings:
- (i) "Malt Beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.

(ii) "Microbrewery" means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year.

(iii) "Winery" means a commercial enterprise at a single location producing wine.

(b) Application and Issuance of Microbrewery Permit & Winery Permits
- Any person desiring a permit for the operation of a microbrewery or winery in accordance with the requirements of W.S. §12-4-412 shall apply to the City Clerk on forms prepared by the Wyoming Attorney General and in accordance with the applicable statutes of the State of Wyoming and not otherwise. The amount of the fee to be paid for a microbrewery permit shall be as stated in the City of Lander Fee Schedule. Said permit shall be renewed annually as other liquor licenses provided for hereunder. (Section 2-3-1(b) amended by Ordinance 1193 effective 11/15/15)

(c) Provision for Sale in Microbrewery and Winery Permit - Issuance of a permit by the City of Lander shall entitle the permittee to:

- (i) Sell the microbrewery product, wines and other malt beverage for on premises consumption, provided the other malt beverages are obtained through licensed wholesale malt beverage distribution;
- (ii) Hold a dual microbrewery permit or winery permit and a retail liquor license, restaurant license or resort license. Provided that there are available retail liquor, restaurant or resort licenses available and the same is approved by the Lander City Council and Mayor. Further provided that no additional permit fee shall be charged over and above that charged for the original retail, restaurant or resort license.
- (iii) May allow the microbrewery to sell on site its products for off premises personal consumption, not for sale, in packaging bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale.
- (iv) May allow the winery to sell its products for off premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale.
- (v) Transfer ownership of the microbrewery, by the permittee shall not be allowed to transfer the microbrewery permit to another location.
- (vi) Said permit shall be subject to all other requirements of the Wyoming State Statutes governing microbreweries not in effect or hereafter enacted. (Section 2-3-1 was amended by Ordinance 1100, effective June 21, 2005)-Current code 2-3-1

~~2-4-1. Resort Retail Liquor Licenses~~—The appropriate licensing authority in a county, City or town may issue resort retail liquor licenses to applicants who are owners or lessees of a resort complex meeting the qualifications of subsection (a) of this section

- ~~(a) —To qualify for a resort retail liquor license, the appropriate licensing authority shall require the resort complex to:~~
 - ~~(i) —Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars (\$1,000,000.00), excluding the value of the land;~~

- ~~(ii) Include a restaurant and a convention facility, which convention facility shall seat no less than one hundred (100) persons, and~~
- ~~(iii) Include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms. (Section 2-4-1 was created by Ordinance 1100, effective June 21, 2005)~~

~~2-5-1. Bar and Grill License—~~

- ~~a) The City, upon application and after public hearing, may authorize the issuance of a Bar and Grill Liquor License to a restaurant pursuant to Section 12-4-413(a) of Wyoming Statutes as such section may be amended from time to time.~~
- ~~b) Any person desiring a Bar and Grill Liquor License shall file with the town clerk an application with the required supporting documentation and payment of the applicable fee. (Section 2-5-1 amended by Ordinance 1193 effective 11/15/15.)~~

~~2-2-15. 2-6-1 Hours of Sale.~~ - Except as specifically provided by resolution of the City Council, all liquor licensees shall be controlled by the following schedule for operating hours:

- ~~(a) On all days a licensee may open the building at 6:00 a.m. and shall close the building and cease the sale of both alcoholic and malt beverages promptly at the hour of 2:00 a.m. the following day and shall clear the building of all persons other than employees by 2:30 a.m.; and (Current code 2-2-15)~~

SECTION 2: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 4: 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 OCTOBER 28, 2025

PASSED ON SECOND READING

PASSED ON THIRD READING

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 ____ day of _____, following passage, adoption and approval of Ordinance 2025-13, 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 _____.

ORDINANCE 2025-13

AN ORDINANCE REPEALING CITY OF LANDER MUNICIPAL CODE TITLE 2 – SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES, SECTIONS 2-1-1 THROUGH 2-5-1 IN ITS ENTIRETY AND REPLACING IT WITH TITLE 2 – SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES SECTIONS 2-1-1 THROUGH 2-6-1

-NOW THEREFORE, be it ordained by the Governing Body of the City of Lander, Fremont County, Wyoming that the City of Lander Sale, Licensing and Use of Alcoholic Malt Beverages Code be amended;

WHEREAS, notice of the October 28, 2025, public hearing and first reading was published in the Lander Journal October 11, 2025 and October 18, 2025; and

WHEREAS, a public hearing was held October 28, 2025; and

WHEREAS, a copy of the proposed liquor ordinance is posted on the City of Lander website; and

NOW, THEREFORE, BE IT RESOLVED City of Lander City Code Title 2 - Sale, Licensing and Use of Alcoholic Malt Beverages Code be amended to read as follows:

SECTION 1:

TITLE 2

SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES

Section

- 2-1-1 General- Adoption of State Alcohol Beverage Laws
- 2-1-2 Definitions
- 2-1-3 Licensing and Application Requirements
- 2-1-4 Term, Renewal and Expiration of Licenses
- 2-1-5 Fees
- 2-2-1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages
- 2-2-2 Plan of Operation Required
- 2.3.1 Point values, Fines for alcoholic beverage violations-Hearings, Suspensions and revocation petition considerations. Procedure
- 2.3.2 License Holder Accountable for Agent
- 2.3.3 Providing Minor with Alcoholic Beverages Prohibited
- 2-3-4 Minors Prohibited from Having or Using Alcoholic Beverages
- 2-3-5 Falsifying Identification Prohibited
- 2-3-6 Consumption on Private Premises Prohibited
- 2-3-7 Public Exhibition and Consumption
- 2-3-8 Public Intoxication
- 2-4-1 Restaurant Liquor Licenses
- 2-4-2 Resort Retail Liquor Licenses
- 2-4-3 Bar and Grill Liquor Licenses
- 2-4-4 Resort Hotel Liquor Licenses
- 2-5-1 Temporary Malt Beverage Permits; Issuance
- 2-5-2 Microbrewery Permits
- 2-6-1 Hours of Sale

2.1.1 General – Adoption of State Alcohol Beverage Laws

For the protection of the health, safety and welfare of the citizens of Lander, it is the policy of the City of Lander to strictly regulate the traffic of alcoholic and malt beverages. Therefore, no

traffic in such beverages is permitted except in accordance with this Title. Except as otherwise provided in this Title or other city ordinances, the sale, possession, furnishing or use of alcoholic and malt liquors in the City shall be in compliance with Wyoming Statute Title 12 as from time to time may be amended. The general control and regulatory provisions of this title apply to all licenses and permits authorized under this title, unless otherwise provided.

2.1.2 Definitions

Definitions - as used herein the following terms shall have the following meanings:

- A. "Adult Entertainment" means any form of dancing, exhibition or display involving male or female nudity or partial nudity for any period of time intended to gratify the sexual desires of any entertainer or patron, or any sexually oriented business. (Current code 2-5-1 C. 2)
- B. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume. As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one-quarter percent (6.25%) of alcohol by volume; (W.S. 12-1-101ai)
- C. "'Building' means a roofed and walled structure built or set in place for permanent use;(W.S. 12-1-101 a ii)
- D. "Club" means any of the following organizations:(A) A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state; (B) A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subparagraph, an American fraternal organization means an organization actively operating in not less than thirty-six (36) states or having been in active continuous existence for not less than twenty (20) years, but does not mean a college fraternity; (C) A hall or building association of a local unit specified in subparagraphs (A) and (B) of this paragraph, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit; (D) A golf club having more than fifty (50) bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse; (E) A social club with more than one hundred (100) bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one (1) year. The club shall have had during this one (1) year period a bona fide membership paying dues of at least twenty-five dollars (\$25.00) per year as recorded by the secretary of the club, quarterly meetings and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division, a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to W.S.12-4-301, shall be in good standing by having paid at least one (1) full year in dues; (F) Club does not mean college fraternities or labor unions; (G) A political subdivision of this state owning, maintaining or operating a bona fide golf course together with a clubhouse. (W.S. 12-1-101 a iii)
- E. Points: Points assigned to a licensee for specific violations.
- F. Entertainment means any activity designated to provide diversion or amusement, regardless of the age required for the activity. "Entertainment" shall not include adult entertainment or gambling. (W.S. 12-1-101 a xxvii)
- G. Gambling is defined as risking any property for gain contingent in whole or in part upon lot, the operation of a gambling device or the happening or outcome of an event, including a sporting event, over which the person taking the risk has no control. (Current code 2-51 C. 3)

- H. Licensee means a person holding any one (1) or more of the following: (A) Retail liquor license; (B) Limited retail liquor license; (C) Resort liquor license; (D) County retail malt beverage permit; (E) Twenty-four (24) hour malt beverage permit; (F) Restaurant liquor license; (G) Catering permit; (H) Bar and grill liquor license; (J) Malt beverage wholesale license; (K) Microbrewery permit; (L) Resort hotel liquor license, or any other liquor license allowed under Wyoming State law.
- I. Malt Beverage means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.
- J. Microbrewery means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year. (W.S. 12-1-101 a xix)
- K. Minor as used in Title 2 shall mean any person who has not become twenty- one (21) years of age
- L. Public place as used in this Title shall include private business premises open to the public and include private vehicles operating or parked in public places. (Current code 2-2-2 B)
- M. Person includes an individual person, partnership, corporation, limited liability company or any other association or entity, public or private; (W.S. 12-1-101 a xii)
- N. Operational means offering for sale on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under W.S. § 12-1-101 et seq. (W.S. 12-1-101 a xxi)
- O. Resident means a domiciled resident and citizen of Wyoming for a period of not less than one (1) year who has not claimed residency elsewhere for any purpose within a one (1) year period immediately preceding the date of application for any license under Title 12 of the Wyoming State Statutes. (W.S. 12-1-101 a xiii)
- P. Restaurant means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. (W.S. 12-1-101 a xiv)
- Q. Revocation: Termination of the liquor license.
- R. Sell or sale includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale. (W.S. 12-1-101 a xvi)
- S. Suspension: Temporary revocation of the right to sell or serve alcoholic beverages.
- T. Violation: Any breach of federal, state, or local laws or ordinances relating to the sale, service, or consumption of alcoholic beverages.
- U. Winery means a commercial enterprise at a single location producing wine. (W.S. 12-1-101 a xx)

2.1.3 License and Application Requirements

- A. No person shall sell alcoholic or malt beverages without a liquor license or permit issued by the City of Lander. Application shall be made under oath on the approved form to the governing body as provided by state law, and any licenses or permits granted shall be in accordance with and be subject to state law. The City Clerk shall keep a record of licenses and permits issued, including the name of the holder, the location for which the license or permit is granted, the dates of issuance and expiration, and the fee paid.
- B. Pursuant to W.S. § 12-4-102, original and renewal liquor license applications shall contain:
 - (a) The location of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of the application. If the

building is not in existence, the location and an architect's drawing or suitable plans of the licensed building and premises to be licensed.

(b) The age and residence of the applicant, and of each applicant or partner if the application is made by more than one (1) individual or by a partnership;

(c) A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law, and of any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic liquor or malt beverages within ten (10) years prior to the filing of the application;

(d) For an original or transfer application a statement indicating the financial condition and financial stability of the new applicant;

(e) If the applicant is a corporation:

(i) The name, age and residence of each officer, director, and stockholder holding, either jointly or severally, ten (10%) percent or more of the outstanding and issued capital stock of the corporation; and

(ii) Whether any officer, director or stockholder with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.

(f) If the applicant is a limited liability company:

(i) The name, age and residence of each officer, manager, and member holding, either jointly or severally, ten (10%) percent or more of the outstanding ownership of the limited liability company; and

(ii) Whether any officer, manager or member with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.

(g) If the applicant seeks a new or renewal of a restaurant liquor License, the applicant shall:

(i) Submit a valid food service permit; (W.S. 12-4-407)

(ii) An applicant for a restaurant liquor license shall satisfy the appropriate licensing authority that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages. (W.S. 12-4-408)

(iii) When renewing a restaurant liquor license, the appropriate licensing authority shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months operation of a licensed restaurant be derived from food services. (W.S. 12-4-408)

(iv) Upon application for license renewal, a license holder shall submit an annual report to the licensing authority on the sales of the licensed restaurant from the licensee's accountant or accounting program. The report shall contain the annual gross sales figures of the restaurant and shall separate the gross sales figures into two (2) categories: Food service sales; and Alcoholic and malt beverage sales. (W.S. 12-4-408)

(h) If the applicant seeks a new or renewal of a bar and grill license, the applicant shall:

(i) Submit a valid food service permit; (W.S. 12-4-413 (a))

(ii) An applicant for a bar and grill liquor license shall satisfy the appropriate licensing authority that not less than sixty percent (60%) of revenue from the operation of the bar and grill to be licensed will be

derived from food services, entertainment or a combination of food services and entertainment and not from the sale of alcoholic or malt beverages. (W.S. 12-4-413 (g))

- (ii) The appropriate licensing authority shall consider the type, level and appropriateness of food services and entertainment sales proposed in each application when determining whether to issue or renew a bar and grill license. (W.S. 12-4-13 (j))
 - (iv) Upon application for license renewal, a license holder shall submit an annual report to the licensing authority on the sales of the licensed bar and grill. The report shall contain the annual gross sales figures of the bar and grill and shall separate the gross sales figures into the following three (3) categories: Food service sales; Alcoholic and malt beverage sales; and Entertainment sales. (W.S. 12-4-413 (k))
- C. No person or partner shall have any interest, directly or indirectly, in a license or permit unless he signs and verifies the application for the license or permit. No corporation shall be granted a license or permit unless two (2) or more of the officers or directors sign and verify the application on behalf of the corporation and also verify upon their oath as individuals that the statements and provisions contained therein are true, except that if all the stock of the corporation is owned by one (1) individual then that individual may sign and verify the application and verify upon his oath that the statements and provisions contained therein are true. No limited liability company shall be granted a license or permit unless at least one (1) of the officers, managers, or if there are no officers or managers, at least one (1) of the members who is duly authorized to act on behalf of the limited liability company signs and verifies the application on behalf of the company and also verifies upon his oath that the statements and provisions contained therein are true. (W.S. 12-4-102 (b))
- D. Corporate and limited liability company licensees and permittees shall advise the licensing authority within thirty (30) business days in writing of any change in the information in the application. (W.S. 12-4102 (c))
- E. A license or permit authorized by this title shall not be held by, issued or transferred to:
 - (a) Any person who does not own the building or hold a written lease for the period for which the license will be effective containing an agreement by the lessor that alcoholic or malt beverages may be sold upon the leased premises, except as provided by paragraph (iv) of this subsection. This paragraph shall not be interpreted to prevent the use of a resort liquor license or a resort hotel liquor license by a contractor or subcontractor as permitted by W.S.12-4-403(b);
 - (b) Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph. Any license or permit in violation of this paragraph shall not be renewed by the local licensing authority and once the enterprise is operational or open for business, no licensee shall be eligible to repeat the grace periods made available by this paragraph without the consent of the local licensing authority due to extraordinary circumstances. For purposes of this paragraph "remain operational" means operational consecutively, in any license term year, for twelve (12) months or for not less than three (3) months if determined by the local licensing authority to be a seasonal operation; (W.S. 12-4-103)

2.1.4 Term, Renewal and Expiration of License

- A. A liquor license or permit is considered a personal privilege to the holder and the term of the liquor license or permit is for one (1) year unless sooner revoked. (W.S. 12-4-106 (a))
- B. All liquor licenses shall expire on February 20 of each year and shall be subject to renewal at a regular City Council meeting, or at any special Council meeting called for this purpose, on or before January 20 of each year. Fees for licenses issued or renewed on other dates shall be prorated in accordance with W.S. 12-4-106 (b). (Current code 2-2-4)
- (a) Any liquor license or permit shall not be issued, renewed or transferred until on or after the date noticed and set for public hearing of protests. A liquor license or permit shall not be issued, or recommendations to pursue revocation or suspension in the district court shall be made if the governing body finds from evidence presented at the hearing: W.S. 12-4-104(b)
- (b) The welfare of the people residing in the vicinity of the proposed liquor license or permit premises shall be adversely and seriously affected, including but not limited to resident comments and law enforcement calls.
- (c) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the liquor license or permit;
- (d) The number, type and location of existing liquor licenses or permits meet the needs of the vicinity under consideration;
- (e) The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the liquor license or permit; W.S. 12-4-104(b)
- (f) Restaurant or Bar and Grill liquor license failure to satisfy the statutory requirements concerning gross sales of food, alcohol, and entertainment as appropriate or failure to provide a valid food service permit;
- (g) The liquor license or permit is in violation of the operational requirements set forth in W.S. 12-4-103 (iv).
- (h) Completion of an approved Alcohol Server Training Course by server employees within ~~30~~ 90 business days of hire.
- (i) Any other reason pursuant to state statute.

2.1.5 Fees

- A. Original License, transfer and Renewal Fees for alcoholic beverage liquor licenses shall be as stated in the City of Lander Fee Schedule. A license or permit issued for a term less than one (1) year shall be issued at a pro-rated annual fee accordingly. All license and related fees shall paid in full before the issuance of the original or renewal of a liquor license.
- B. All fees for licenses and permits issued by a licensing authority paid under this title shall be deposited into the treasury of the licensing authority. No refund of all or any part of a license fee shall be made at any time following issuance. (W.S. 12-4-105)
- C. Transfer: Upon approval by the governing body of a transfer of license to either a different location or different licensee, fees shall be paid prior to the transfer becoming effective as stated in the City of Lander Fee Schedule. (Current code 2-1-4)

2.2.1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages

Every liquor licensee and/or his or her employees shall conform to the following mandatory standards when selling and serving alcoholic beverages in the city. Standards. For this chapter, the following standards of conduct shall apply:

- A. Standards.

(a) Refuse to serve any patron who is obviously intoxicated or is obviously physically endangering people or property in the licensed premises or dispensing area. For the purposes of this section, "obviously intoxicated" shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.

(b) Order any patron to leave and depart who is endangering people or property in the licensed premises and notify the Lander police department of any criminal incident as soon as reasonably possible.

(c) Refuse to sell, give, or deliver alcoholic liquor or malt beverage to any person under the age of twenty-one years.

(d) Report other criminal activity in the licensed building, dispensing area or on the licensed premises as established by local, state or federal law, as soon as reasonably possible.

(e) Comply with the training and records maintenance requirements.

B. Public responsibility.

(a) No person shall consume or carry in open containers alcoholic liquor or malt beverages, inside or outside of any motor vehicles on any street or highway, or in any restaurant, hotel dining room or any other public place whatsoever within the city, except places where the sale or service of alcoholic liquor or malt beverages is authorized by the Wyoming State law or city ordinance, or as permitted by a catering, malt beverage or open container permit, issued pursuant to this Title.

(b) It is unlawful to remain in an establishment operated under a liquor license after a lawful request to leave is made by an agent, employee, or owner of the establishment.

C. Chartered vehicles. Alcoholic liquor or malt beverages may be consumed by adult passengers within: (1) commercial limousines, being defined for purposes herein as a passenger car pursuant to W. S. Section 31-1-101, with a closed passenger compartment seating three or more passengers which is separated from the driver's seat with a partition which may be of glass; (2) horse-drawn vehicle; or (3) a chartered bus, trolley or similar vehicle designed to carry ten or more persons when the vehicle is being used for transportation of passengers. The driver of any such vehicle is prohibited from consuming, possessing, or having an alcoholic beverage in or about the driving area of the vehicle. No fee may be charged for any alcoholic liquor or malt beverage consumed in such vehicles.

D. Bottle clubs.

(a) "Bottle club" is an operation or enterprise whereby space is given or rented to any person or persons upon the premises of such operation or enterprise for a primary purpose of keeping or storage of alcoholic or malt beverages for consumption upon such premises or in other rooms nearby, used for consumption by the owner of the beverages or guests, the income, profits or fees of the operator of the bottle club being secured from sales or furnishing mixes, ice, food or glasses or from dues, charges, contributions, membership cards or assessments including charges for the rental of storage space for the alcoholic or malt beverages.

(b) It is unlawful to operate a bottle club in the city, and any person who operates a bottle club shall be deemed guilty of a misdemeanor. Each day of operation shall be deemed a separate offense.

E. Penalty. Each violation of a standard set out in this section shall constitute a misdemeanor punishable by a fine of not more than seven hundred fifty dollars and in accordance with the current adopted City of Lander Fee Schedule.

- (a) A violation of this chapter that results in a conviction is punishable by a fine of not more than seven hundred fifty dollars, or other penalties per City of Lander Municipal Bond Fee Schedule.
- (b) Evidence that the licensee or his or her employee summoned police to deal with activity within the establishment that is prohibited by this Title may be considered in mitigation of the penalty that may be imposed for a conviction.

2.2.2 Plan Of Operation Required

A. Plan of operation description. Any license authorized under this chapter shall not be issued-or transferred until the applicant has submitted a plan of operation that meets the requirements of this section. A plan of operation shall contain and shall set forth in simple narrative form the following:

- (a) An operational statement describing the location and layout of the licensed building, licensed premises and/or dispensing area;
- (b) Schedule of all days and hours of operation;
- (c) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);
- (d) Description of specific alcohol inventory management practices that are relevant to the license at issue;
- (e) Description of specific crowd control and security practices that are relevant to the license at issue;
- (f) Description of other information that is relevant and pertinent to the operation of the licensee’s licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the city governing body at the time of renewal, transfer or issuance of the license;
- (g) Description of delivery and/or curbside services if offered by the licensee;
- (h) A bar and grill shall define the type of entertainment it intends to provide.
- (i) Alcohol Server Training plan and schedule.

B. Amendments. The licensee may propose amendment(s) to an existing approved plan of operation for an issued license during the term of its license. Such an amendment may be approved by the city administrator if it is not a material deviation from the licensee’s existing approved plan.

C. Deviation. Any material deviation from the approved plan of operation requires a formal review by City administration and may be referred to the city governing body for approval of a modified plan of operation.

2.3.1 Point values, Fines for alcoholic beverage violations — Hearings — Suspensions and revocation petition consideration — Procedure.

A. Purpose: The purpose of this section is to enhance community safety through the oversight of liquor licenses. The City shall achieve this by establishing a proactive system to reduce violations of state and local liquor laws, encourage voluntary compliance, and

provide a framework for escalating enforcement actions when warranted. To accomplish this purpose, a system of fines and points will be established to quantify violations of state and city regulations and set thresholds that will determine whether the City shall consider seeking District Court review, and possible suspension or revocation, of liquor licenses. These violations shall be accrued only from the actions of license holders, agents, and employed staff and only through judicial conviction, if applicable, or by evidenced documentation by the Lander Police Department and City Clerk.

B. Violation Categories and points. Upon first offense, there shall be a written warning, which shall be addressed by the liquor license holder within 30 business days. A fine as set forth below shall be imposed upon a second and/or subsequent offense(s). point points shall be assessed as set forth below upon second and subsequent offenses.

Type of Violation	Fine	Points
Failure to pay Sales Tax within 45 business days of Sales Tax Hold Notice	\$1000	14
Sale to minor	\$500	10
Sale to intoxicated person	\$500	10
Failure to notify law enforcement concerning removal of persons from the premises,	\$500	10
Unauthorized Alcohol Service (failure to obtain appropriate permit, selling while suspended, or selling alcohol not purchased from wholesaler)	\$500	15
Failure of bar and grill and restaurant liquor license holder to provide food service while dispensing alcoholic beverages in accordance with state statute	\$375	7
After-hours Sale/Service	\$250	5
Unauthorized gambling	\$250	5
Failure to maintain adequate records as mandated by state liquor division pertinent to gross revenue receipts required of bar and grill or restaurant liquor license	\$150	3
Failure to provide approved alcohol server training to servers	\$150	3

Sales Tax Holds may also be addressed and or suspended in accordance with W.S. 12-7-103.

Repeat offenses within a 24-month period may result in increased fines up to double the previous amount and additional points.

C. ~~Demerit point~~ Point Thresholds and Consequences

Cumulative Demerits Points 24-12 month period	Penalty
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10-14 15-20 Points	Present a correction plan within 7 business days of notification
15-19 21-30 Points	Violation hearing Potential 7 day suspension recommendation of liquor license
20-24 Points	Violation Hearing Potential 20 day suspension recommendation of liquor license
25+ 30 Points	Violation Hearing before the local licensing authority for recommendation of revocation through District Court

2.3.2 Hearings–Suspensions–Revocation Petition Considerations Procedure ~~Enforcement and Appeals~~

- (a) Purpose: To ensure due process to liquor license holders, the City shall establish the following procedures for enforcement and appeals of the system described in 2.3.1. The license holders have the opportunity to dispute the documentation of individual violations through a hearing, as detailed in subsection below. Additionally, in cases where license holders have exhibited a documented pattern of violations of local and state regulations, and after the accrual of pre-determined point amounts, a suspension or revocation hearing will take place. These processes precede, and the findings inform, a vote by the Governing Body to potentially initiate District Court action to rule on the suspension or revocation of licenses.

(b) Written warnings, fines and points. The following process shall apply for the issuance of fines, points and written warnings:

(i) **Notice of Violation:** The City Clerk or designee issues a written citation specifying the violation, the fine amount, and the points to be assessed.

(ii) **Opportunity to Cure/Pay:** The licensee may accept the citation and pay the fine within a set period within 15 business days, at which point the matter is closed.

(iii) **Right to Contest:** If the licensee disputes the violation or fine, they may request a hearing before an administrative law judge within the same 15 business day period.

(iv) **Hearing Procedure:** At the hearing, the licensee can appear in person or through counsel, present evidence, and cross-examine witnesses. The administrative law judge would make findings of fact and issue a written decision.

(v) **Appeal:** Any suspension or revocation decision would continue to be subject to review in district court under § 12-4-104. For fines, an appeal could also be allowed under the Wyoming Administrative Procedure Act, or the ordinance can specify that Council decisions are final unless overturned by a court.
- (c) Violation Hearing for Suspension or Revocation Consideration. Should the governing body become aware that a licensee has obtained 21 or more points as outlined above, it shall provide the licensee with notice and an opportunity for a hearing. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:

(i) That the governing body has been informed that one or more of the events described in subsection 2.3.1 of this section, has occurred and that as
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a result point points may be attributed to the licensee and that a suspension and/or revocation of the license is possible;

(ii) Summarizing the nature and date(s) of the alleged event(s) and the number of point points which would be attributed to the licensee if the governing body finds that such event(s) occurred;

(iii) That a hearing on the subject has been scheduled before an administrative law judge ~~the governing body~~, and further informing the licensee of the time and place of the hearing; and

(iv) That the purpose of the hearing is to hear evidence, including that presented by the licensee, on the issue.

(v) The sanctions provided in this section for point points are cumulative, and therefore points may result in multiple sanctions.

(d) Suspension Hearing. If it appears to the governing body that a licensee has acquired sufficient points to result in a suspension or revocation of its license, the licensee shall be afforded an opportunity for hearing before an administrative law judge ~~the governing body or hearing examiner~~. The purpose of such hearing is to allow the licensee to provide information demonstrating that such points have not been acquired. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:

(i) That it appears to the governing body that the licensee has acquired points such that a suspension and/or revocation of the licensee's license is appropriate;

(ii) Summarizing the nature and date(s) of the incidents resulting in points and the number of point points alleged to have been acquired by the licensee as a result of such incidents;

(iii) That a hearing on the subject has been scheduled before an administrative law judge ~~the governing body~~, and further informing the licensee of the time and place of the hearing; and

(iv) That the purpose of the hearing is to allow the licensee to offer corrections to the information demonstrating such points have not been acquired.

(e) Hearing requirements. At a hearing, a licensee may appear in person or through counsel. A licensee will be given an opportunity to present evidence and argument on the relevant issue. Evidence relied on shall consist of information commonly relied upon by reasonably prudent people in the conduct of their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded. A record shall be made of the proceedings and shall include the following:

(i) All notices and intermediate rulings;

(ii) Evidence received or considered by the governing body, including information officially noticed and received from the municipal court;

(iii) Questions and offers of proof, objections, and rulings thereon;

(iv) Any proposed findings and exceptions thereto; and

(v) Any opinion, findings, decision, or order of the governing body and any report by any hearing officer.

(f) Administrative Law Judge. The governing body shall appoint an administrative law judge to conduct any hearing called for by this section for the purpose of assembling a record for subsequent consideration by the governing body. The governing body shall direct the administrative law judge to forward the record of the hearing to the governing body with proposed findings of fact and conclusions of law, and with the opinion/recommendation of the administrative law judge.

(g) Administrative Law Judge decision. Following the hearing described in this section, and based upon the information considered and received at such hearing, and the sanctions described, the governing body shall:

- (i) Authorize the City Attorney to prepare and file with the district court a petition to revoke or suspend the licensee's license; or
- (ii) Find that suspension or revocation is not required by the terms of this section.

All decisions shall be made in writing, shall be supported by findings of fact and conclusions of law, and shall be delivered to the licensee in interest either personally or by mail at the address listed on the licensee's most recent liquor license.

2-3-2 License Holder Accountable for Agent. - Violations or notice attributable to agents of the license or permit holder are attributable to the holder and in such cases either the holder or the agent, or both, may be held accountable and the defense that the agent acted outside the scope of his authority shall not apply. This section shall apply to misdemeanor violations and City Council proceedings, provided that no jail sentence shall be imposed on license holders for violation by their agents unless the agent was expressly authorized to perform or permit the act in question.

2-3-3 Providing Minor with Alcoholic Beverages Prohibited.

Except as provided in this section, no licensee or agent, employee or server thereof shall knowingly permit any person under the age of twenty-one (21) years to enter or remain in the licensed building where alcoholic or malt beverages are dispensed in an establishment that provides adult entertainment and/or is primarily for on premise consumption where the primary source of revenue from the operation is from the sale of alcoholic or malt beverages unless:

- (a) The establishment is operating a restaurant with a commercial kitchen where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages; Employees at least eighteen (18) years of age are permitted in the building in the course of their employment and may serve alcoholic or malt beverages;
- (b) The establishment operates a commercial kitchen, persons under the age of twenty one (21) years may enter or remain in the licensed building until the hour of 2:00 a. m. but not including seating at the bar itself;
- (c) Limited Retail Licenses (clubs) are exempt from the age restrictions listed above;
- (d) Retail Licenses operating as a bowling alley are exempt from the age restrictions above;
- (e) Establishments that operate primarily for off-premise sales shall maintain a separate area for the sale of alcoholic or malt beverages, including a separate check out area.
- (f) In any other establishment and operation that is approved by the City Council for persons under twenty-one (21) years to be present.

No person shall sell, furnish, provide, give or cause to be sold, furnished or given away an alcoholic or malt beverage to a minor, under the age of 21, who is not his legal ward, medical patient or a member of their immediate family. (Current code 2-2-8)

2-3-4 Minors Prohibited from Having or Using Alcoholic Beverages - No minor shall:

- (a) Have any alcoholic or malt beverage in his possession within the city, or appear in a public place within the city, without being in the presence of a parent or legal guardian, while drunk or under the influence of an alcoholic liquor or malt beverage. For purposes of this section, under the influence of an alcoholic liquor or malt beverage shall mean the consumption of alcohol or malt beverage as shall be evidenced by the odor of alcohol on the breath and/or a positive reading for alcohol by an alco sensor or other device used to detect the presence of alcohol. (Amended by Ordinance 878, effective 5-26-92.)
- (b) Enter or remain in a room where alcoholic or malt beverages are stored or dispensed in any establishment holding a club, retail, or restaurant liquor license, except that minor employees shall be permitted in the room during hours when alcoholic and malt beverages are not sold or dispensed; or
- (c) Use or consume any alcoholic or malt beverages in any public place.

2-3-5. Falsifying Identification Prohibited. - No person shall, for the purpose of obtaining alcoholic or malt beverages for himself or for another person:

- (a) Falsify any identification;
- (b) Use identification belonging to another person; or
- (c) Lend to or permit another person to use any identification not belonging to that person.

2-3-6 Consumption on Private Premises Prohibited. - No person shall consume or exhibit any open container of alcoholic or malt beverages on any privately owned property without the permission of the owner.**2-3-7 Public Exhibition and Consumption.** -

A. No person shall consume any alcoholic or malt beverage, or exhibit any open container thereof, in any public place, with the following exceptions:

- (a) Places of business with underlying liquor licenses which allows for on premise consumption.
- (b) All city parks, between the hours of 8:00 a.m. and 11:00 p.m.;
- (c) City outdoor public recreational facilities during period of scheduled public recreational activities and only between the hours of 8:00 a.m. and 11:00 p.m.;
- (d) The interior areas of the Lander Community and Convention Center; and the exterior grounds of the Lander Community and Convention Center, including, but not limited to, the south patio and fireplace area, the north patio, but excluding the parking lot. This shall apply to the hours of 10:00 a.m. to 2:00 a.m.;
- (e) All other areas specifically exempted by resolution of the governing body.

B. The governing body may, by resolution, designate special days during which the above subsections shall not apply or shall be limited in application, it being the policy of the City that the restrictions should not be in effect on certain holidays and days of public celebrations. (Current code 2-2-212)

2-3-8 Public Intoxication. - No person shall appear or be present in any public place while under the influence of alcohol, narcotics or other non-prescribed mind altering substance(s) to the extent that such person creates a nuisance or spectacle. This as may be established by any of the

following elements: staggering, weaving, sleeping, vomiting, speaking incoherently, obscene speech, offensive gestures, or any other indecent or obnoxious conduct or act.

2.4.1 Restaurant Liquor Licensees

- A. Restaurant liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee, except as provided for in subsection f below.
- B. Alcoholic and malt beverages shall be dispensed and prepared for consumption in an area ~~dispensing room as defined herein in 2-2-1(F)~~ located upon the licensed premises separated from the dining area in which alcoholic and malt beverages may be served. No consumption of alcoholic and malt beverages shall be permitted within the dispensing area ~~room~~, nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing area.
- C. No restaurant liquor licensee shall serve alcoholic or malt beverages after food sales and services have ceased.
- D. All Restaurant Liquor Licensee's shall comply with any and all applicable state, federal, and municipal liquor laws.
- E. No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge.
- F. A restaurant liquor licensee may permit a patron to remove one (1) unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of W.S.31-5-235.

2.4.2 Resort Retail Liquor Licenses

- A. To qualify for a resort retail liquor license, the appropriate licensing authority shall require the resort complex to:
 - (a) Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars (\$1,000,000.00), excluding the value of the land;
 - (b) Include a restaurant and a convention facility, which convention facility shall seat no less than one hundred (100) persons, and
 Include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms.

2.4.3 Bar And Grill License

- A. Restaurants as defined herein may be licensed under a bar and grill liquor license. In addition to any other application requirements herein, the license applicant shall submit a valid food service permit upon application and renewal.
- B. The governing body will consider the type, level and appropriateness of food services and entertainment sales in each application when determining whether to issue or renew a bar and grill license. Renewal shall be conditioned upon a requirement that not less than sixty (60%) percent of gross sales from the preceding 12 months operations are derived from food services, entertainment or a combination of food services and entertainment and shall be supported by an annual report from the licensee's accountant or accounting program.
- C. A bar and grill liquor license shall not be sold, transferred or assigned by the holder.

D. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed under this subsection. The following shall apply to sales of alcoholic and malt beverages:

(a) All sales of alcoholic and malt beverages authorized by a bar and grill liquor license shall cease at the time food sales and services cease or at the hours specified by W.S.12-5-101(a) if food sales and services extend beyond the hours specified therein;

(b) A bar and grill liquor licensee may permit a patron to remove one (1) partially consumed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the bar and grill premises. For purposes of this paragraph the term "full course meal" shall mean food which cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this paragraph shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this paragraph shall not be deemed an open container for purposes of W.S.31-5-235.

2.4.4 Resort Hotel Liquor License:

To qualify for a resort hotel liquor license the resort hotel shall:

- A. Have an actual valuation of, or the applicant shall commit to expend or have actually expended on the resort hotel, not less than five million dollars (\$5,000,000.00). Any valuation under this paragraph shall include the value of the land on which the resort hotel is located;
- B. Include a full-service restaurant that shall be open during regular business hours. At the discretion of the appropriate licensing authority, variances to this time requirement may be granted on a seasonal basis. As used in this paragraph, "full-service restaurant" means a restaurant where waiters deliver food and drink offered from a printed food menu to patrons at tables or booths and that has a dining room or rooms, kitchen and the number and kind of employees necessary for the preparing, cooking and serving of meals;
- C. Include within the resort hotel not less than twenty (20) sleeping rooms for short-term occupancy; (iv) Provide dining services to guest rooms for not less than twelve (12) hours each day; and (v) Provide facilities for business meetings that can accommodate not less than fifty (50) participants. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

2.5.1 Temporary Malt Beverage And Catering Permits

Shall be issued by the Clerk, if appropriate, in accordance with the requirements of W.S. §12-4-502, as it may be amended, following the submission of an approval of the application, any required attachments, and review.

The applicant shall ensure that the premises are maintained in a decent and orderly manner, and shall insure that all patrons or guests act within the law and not cause disturbances, riots, or fights. Should the picnic, bazaar, fair, rodeo or similar public gathering become disorderly, the Chief of Police may suspend the temporary malt beverage or catering permit. In such case, the applicant shall cause any crowds, patrons or guests to disperse and shall remove any malt beverages from the premises and cease dispensing the same.

2-5-2 Microbrewery and Winery Permits -

A. Definitions - as used herein the following terms shall have the following meanings:

(a) "Malt Beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.

(b) "Microbrewery" means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year.

(c) "Winery" means a commercial enterprise at a single location producing wine.

B. Application and Issuance of Microbrewery Permit & Winery Permits - Any person desiring a permit for the operation of a microbrewery or winery in accordance with the requirements of W.S. §12-4-412 shall apply to the City Clerk on forms prepared by the Wyoming Attorney General and in accordance with the applicable statutes of the State of Wyoming and not otherwise. The amount of the fee to be paid for a microbrewery permit shall be as stated in the City of Lander Fee Schedule. Said permit shall be renewed annually as other liquor licenses provided for hereunder. (Section 2-3-1(b) amended by Ordinance 1193 effective 11/15/15)

C. Provision for Sale in Microbrewery and Winery Permit - Issuance of a permit by the City of Lander shall entitle the permittee to:

(a) Sell the microbrewery product, wines and other malt beverage for on premises consumption, provided the other malt beverages are obtained through licensed wholesale malt beverage distribution;

(b) Hold a dual microbrewery permit or winery permit and a retail liquor license, restaurant license or resort license. Provided that there are available retail liquor, restaurant or resort licenses available and the same is approved by the Lander City Council and Mayor. Further provided that no additional permit fee shall be charged over and above that charged for the original retail, restaurant or resort license.

(c) May allow the microbrewery to sell on site its products for off premises personal consumption, not for sale, in packaging bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale.

(d) May allow the winery to sell its products for off premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale.

(e) Transfer ownership of the microbrewery, by the permittee shall not be allowed to transfer the microbrewery permit to another location.

(f) Said permit shall be subject to all other requirements of the Wyoming State Statutes governing microbreweries not in effect or hereafter enacted. (Section 2-3-1 was amended by Ordinance 1100, effective June 21, 2005)-Current code 2-3-1

2-6-1 Hours of Sale. - Except as specifically provided by resolution of the City Council, all liquor licensees shall be controlled by the following schedule for operating hours:

- A. On all days a licensee may open the building at 6:00 a.m. and shall close the building and cease the sale of both alcoholic and malt beverages promptly at the hour of 2:00 a.m. the following day and shall clear the building of all persons other than employees by 2:30 a.m.; ~~and~~ (Current code 2-2-15)

SECTION 2: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 4: 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 OCTOBER 28, 2025

PASSED ON SECOND READING

PASSED ON THIRD READING

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

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

CERTIFICATE

I hereby certify that on ____ day of _____, following passage, adoption and approval of Ordinance 2025-13, 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

DRAFT

ORDINANCE 2025- _15__

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO BLACK HILLS WYOMING GAS, LLC d/b/a BLACK HILLS ENERGY, ITS SUCCESSORS AND ASSIGNS, AND THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM, INCLUDING MAINS, PIPES, CONDUITS, SERVICES AND OTHER STRUCTURES, IN, UNDER, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES WITHIN THE PRESENT AND FUTURE CORPORATE LIMITS OF THE CITY OF LANDER, WYOMING FOR THE FURNISHING, TRANSMISSION, DISTRIBUTION AND SALE OF GAS WHETHER ARTIFICIAL, NATURAL, MIXED OR OTHERWISE FOR LIGHTING, HEATING, DOMESTIC, INDUSTRIAL AND OTHER USES IN SAID CITY AND ELSEWHERE, LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE, AND REPEALING ORDINANCE NO. 1239.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LANDER, WYOMING:

SECTION 1. That in consideration of the benefits to be derived by the City of Lander, Wyoming, hereinafter referred to as "Municipality" or "City", and the public thereof from the construction and operation of a gas transmission and distribution system within said Municipality there be and hereby is granted to Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy, its successors and assigns, hereinafter collectively referred to as "Grantee," a non-exclusive franchise and the right, permission and authority to construct, maintain and operate a gas transmission and distribution system within the limits of said Municipality, as the same now exists or may hereafter be extended for said purpose and there is hereby further granted to Grantee the right, permission and authority during said period to lay, install, construct, maintain and operate in, under, upon, over, across and along all of the streets, alleys, bridges and public ways and public places within the present and future corporate limits of said Municipality all mains, pipes, services, conduits and structures necessary or convenient for the furnishing, transmission, distribution and sale of gas whether artificial, natural, mixed or otherwise for lighting, heating, domestic, industrial and other uses, and for transmitting such gas into, through or beyond the limits of said Municipality to other towns, cities and customers.

The right and authority herein granted shall continue for the period of twenty-five (25) years from and after the date of final passage; provided, however, that the City Council reserves the right at the end of each five (5) year period from and after the date of final passage, to renegotiate the provisions of this ordinance with the Grantee, its successors and assigns and in that event such negotiations shall not have resulted in a mutually agreeable amendment to said ordinance within a period of ninety (90) days leading up to the end of such five (5) year period, then and in such event, the Municipality, through its City Council, reserves the right to cancel this franchise by repeal of this Ordinance within this ninety (90) day period. If no renegotiation is instituted by the City Council within said ninety (90) day period or if the franchise is not canceled within said ninety (90) day period, this franchise shall continue in full force and effect.

SECTION 2. That all mains, services, and pipes laid or installed under this grant shall be so located and laid at a sufficient depth and as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to the reasonable approval of the Public Works Director or other authorized representatives of said Municipality.

In addition, Grantee shall complete any work in accordance with the following requirements:

General conduct of work. The Grantee, in performing any work on or related to its mains, pipes, services, or other facilities, shall conduct such work so as to avoid,

insofar as practicable, interference with the public’s use of any street, alley, or public place and shall comply with the City’s standards and applicable law (including traffic control consistent with MUTCD and one-call/utility-locate requirements).

Restoration. If paving, surface, sidewalk, curb/gutter, landscaping/irrigation, signage, striping, or other municipal improvements within the right-of-way are disturbed, the Grantee shall, at its sole expense and to the satisfaction of the City Engineer in accordance with the City’s standards, restore the affected area to a condition equal to or better than that which existed before the work commenced. The temporary surface shall be maintained until final restoration is completed and accepted.

Permits required. The Grantee shall obtain all required City permits before commencing any work within the City (for example, in a municipal right-of-way, whether paved or unpaved).

Permit fee. No fee shall be charged for such permits; the parties acknowledge that the compensation provided under this Franchise includes the cost of permit administration.

Emergency work. In an emergency necessary to protect public safety or restore service, the Grantee may proceed immediately; the Grantee shall notify the City Engineer as soon as practicable and apply for the required permit no later than the next business day after commencing such emergency work.

Inspection and acceptance. No work in the right-of-way shall be deemed complete until inspected and accepted by the City Engineer or his/her designee in accordance with the City’s standards.

Reasonable conditions. The City Engineer may impose reasonable permit conditions—including traffic control, safety measures, hours of work, trenching/compaction standards, temporary restoration, erosion control/ADA measures, and coordination with other projects—to protect the public interest and municipal infrastructure.

Failure to restore. If the Grantee fails to restore disturbed areas to the satisfaction of the City Engineer in accordance with the City’s standards within a reasonable time after written notice (or sooner if a safety hazard exists), the City may complete the restoration and recover all associated, reasonably documented costs from the Grantee.

Any privilege claimed under the franchise by Grantee in any street, alley, or other public way shall be subordinate to any lawful occupancy of any such street, alley, or other public way by the City.

If Municipality elects to change the grade of or otherwise construct or alter any street, alley, avenue, bridge, City Utility (for example, water, wastewater, or storm drainage), public right-of-way, public easement, or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Municipality, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee. If Municipality orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

The Municipality shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Municipality shall also provide a reasonable alternative location for Grantee’s facilities. Municipality shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive

Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same or (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

SECTION 3. Grantee shall have the right to make all such reasonable rules and regulations in the conduct of its business as it may deem necessary or expedient, including meter deposits in such amounts as may be required to assure payment of bills. Grantee shall make such reasonable extensions in compliance with its effective tariff and the applicable rules and regulations of the Wyoming Public Service Commission (the "Commission").

SECTION 4. The City may adopt, from time to time, in addition to but not inconsistent with the rules and regulations of the Commission, such ordinances, rules and regulations as the City Council may see fit to adopt in regard to the regulation, maintenance and control of the rights and privileges herein conferred.

The City reserves its rights under its lawful police powers. The City, among other things, does not waive any rights it may have under any requirements of local law or regulations as amended, including for example, zoning codes, codes regarding building permits and fees, or time or manner of construction.

SECTION 5. Whenever the delivery or supply capability of Grantee's system, due to any cause whatsoever not limited to force majeure, is such that Grantee is unable to deliver to consumers served by Grantee the quantity of gas which the consumers require, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available quantities of gas among such consumers. All such action shall be completed in compliance with the Grantee's effective tariff and the Commission rules and regulations. Grantee shall defend, indemnify and hold Municipality harmless from any claim, damages, liability, costs and attorneys' fees arising out of such action.

SECTION 6. Grantee in the construction of said gas system within the limits of said Municipality shall use tested and approved pipes, materials and equipment.

SECTION 7. Grantee at all times will maintain mapping in compliance with the National Pipeline Mapping System ("NPMS") showing the size and approximate location of its mains laid in said distribution system in said Municipality.

SECTION 8. In case the available supply of gas shall at any time fail or become insufficient to supply the needs of the public of said Municipality, or should Grantee for any reason be unable to furnish the service herein contemplated, or upon the termination of this franchise for any reason whatsoever, Grantee shall have the right, within its discretion, to remove any and all of its pipes and other equipment or property from said Municipality, but in such event Grantee shall restore the streets, alleys and other public places to as good a condition as before such removal, and will hold said Municipality harmless from damages, attorneys' fees, costs and expenses incident to such removal.

SECTION 9. At all times during the term of the franchise, Grantee will, at its own expense, maintain in force general comprehensive liability insurance. A certificate of insurance for said insurance shall be provided to the City upon request. The coverage represented by the policy or policies shall be for the protection of the City, members of its boards and commissions, and its officers, mayor, council members, attorneys, agents, representatives and employees against liability for loss or damages for bodily injury, death, and property damage occasioned by the activities of Grantee under the franchise. Minimum liability limits under the policy or policies are to be \$3,000,000 for personal injury or death of any one person and \$3,000,000 for damage to property resulting from any one occurrence. Grantee may satisfy the above requirements through self-insurance.

SECTION 10. Grantee shall, and by the acceptance hereof agrees, to indemnify, save harmless and defend the City from and against all lawful actions, claims and

demands, and from all damages, losses, liabilities, attorneys’ fees, costs and expenses incurred as a result thereof, arising out of the negligence, willful act or omission of Grantee in the construction, removal, replacement, inspection or repair of any mains, pipes, services, equipment, appurtenances or appliances of Grantee, or in the use and operation thereof during the term of this Ordinance. However, Grantee shall not need to indemnify or save the City harmless from any actions, claim and demands, and from damages, losses, liabilities, attorneys’ fees, costs and expenses incurred as a result thereof, arising out of the negligence, willful acts or omissions of the City, its representatives, agents or contractors.

SECTION 11. As consideration for all franchise rights and contractual privileges granted by the City under this Ordinance, the Grantee shall assess, effective the first billing cycle after this Ordinance becomes effective, to small, medium and large general service customers and any other gas users within the City, a Franchise Fee equal to 3% of the gross revenues actually received from its customers within the corporate limits of the City. Grantee shall pay to the City Treasurer in quarterly payments each year for the Ordinance’s duration an amount equal to the Franchise Fee collected by Grantee hereunder.

Payment shall be made on or before the last business day of the months of January, April, July, and October.

Such payment shall be in lieu of any and all other fees, charges, licenses or assessments which the Municipality may impose for the rights and privileges herein granted under this Franchise.

Each franchise fee payment shall be accompanied by a report reflecting total gross revenues by category of customer class applicable to payment. Grantee shall at all times keep and maintain a full, true, and correct account of volumes delivered on Grantee's distribution and transmission system within the City in accordance with Grantee’s corporate data retention policies. The City reserves the right to audit and recompute any and all amounts paid under and pursuant to the franchise, limited to a three-year look back period. No acceptance of any payment made shall be construed as a release, waiver or as an accord and satisfaction of any claim the City may have for further or additional sums payable under the franchise, or for the performance of any other obligation under the franchise.

To assist Grantee in determining which of its customers are located within the corporate limits of the City, the City agrees to furnish a map of the City boundaries to Grantee within ten (10) days of this Ordinance becoming effective and within thirty (30) days after any City annexation occurs.

SECTION 12. Notwithstanding the exclusionary provision in Section 11, payment of the franchise fees by the Grantee as accepted by the City does not exempt the Grantee from sales tax, occupation and use taxes, income taxes, excise taxes, utility taxes, head taxes, building permit fees, land use fees, development impact fees, business and license fees, motor vehicle registration fees, or other fees and charges that are required to be paid pursuant to ordinances of general application that are not pursuant to the rights and privileges herein granted for the use of the streets and public ways. For example, and without limitation, Ad Valorem property taxes imposed generally upon all real and personal property within the Municipality shall be payable by the Grantee under this section.

SECTION 13. This franchise may be revoked by the City Council at any time for violation of this Ordinance or for the failure or refusal to comply with the provisions of this Ordinance except for any cause beyond the control of Grantee; provided that the City shall first give written notice by registered mail to the Grantee, specifying what in particular the Grantee is claimed to be in default of within the provisions of this Ordinance and shall have been given a reasonable time (30 days) after receipt of such notice to make good such claimed default before a revocation or forfeiture occurs. Grantee shall have the right to timely appeal such revocation or forfeiture to a court of

competent jurisdiction in Fremont County or the United States District Court for the District of Wyoming in Lander.

SECTION 14. This Ordinance and the respective rights and obligations of the parties hereunder are subject to all present and future valid governmental legislation or regulation, whether federal or state, of duly constituted authorities which have jurisdiction over this Ordinance, one or both of the parties, or any transaction hereunder.

SECTION 15. This Ordinance and the rights, authority and franchise herein and hereby granted shall terminate and be of no further force and effect:

(a) unless within six (6) months after final passage of this Ordinance Grantee shall file with the Clerk of said Municipality a written acceptance hereof; or

(b) if and when, after such acceptance, Grantee shall file with the Clerk of said Municipality a surrender hereof in writing.

SECTION 16. This Ordinance shall be in full force and effect from and after its final passage and publication as required by law and upon acceptance by Grantee shall be held to constitute a binding contract between said Municipality and Grantee, subject to its terms and conditions.

SECTION 17. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same.

SECTION 18. The City retains its governmental immunity and defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

SECTION 19. If any section, subsection, phrase or provision of this Ordinance is found in conflict with the rules, regulations or requirements of the Commission, only the specific section, subsection, phrase or provision in conflict shall be null and void, and all other sections, subsections, phrases or provisions of this Ordinance shall remain in full force and effect.

SECTION 20. 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	<u>NOVEMBER 12, 2025</u>
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 _____
_____, Mayor

ATTEST:

_____, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, 2026, following passage, adoption and approval of Ordinance _____, _____, 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 _____, 2026.

_____, City Clerk

ACCEPTANCE OF FRANCHISE

Ordinance 2026-____ (the Franchise) is accepted and approved as of this _____ day of _____, 2026, subject to applicable law.

BLACK HILLS WYOMING GAS, LLC
d/b/a BLACK HILLS ENERGY

By:_____
Name:_____
Title:_____