	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, March 12, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	AGENDA		

Join Zoom Meeting
<https://us06web.zoom.us/j/87302626988?pwd=ayPuVAWGi2gPapRMopM4i4E4GRhhVo.1>
Meeting ID: 873 0262 6988
Passcode: 052105

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING-Ordinance 2024-6

- A. Open hearing- Ordinance 2024-6 Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money By Central Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2024.
- B. Introduce and read
- C. Public comment
- D. Close hearing

4. COMMUNICATION FROM THE FLOOR

Please approach the microphone and state your full name for the record. This meeting and comments are electronically recorded. All comments will be limited to three minutes.

- A. Public Comment

5. MAYOR AND COUNCIL UPDATES

6. STAFF REPORTS

7. 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 February 13, 2024, Regular City Council Meeting Minutes
- B. Approve February 20, 2024, Work Session Minutes

- [C.](#) Approve February 27, 2024, Work Session Minutes
- D. Approve Bills and Claims

8. UNFINISHED BUSINESS (ACTION ITEMS)

- [A.](#) Approve Third Reading of Ordinance 2024-1 rezoning two lots in the 700 block of Garfield from R-5 Residential to C Commercial District.
- [B.](#) Approve Third Reading of Ordinance 2024-3 annexation and zoning of a portion of a lot at 710 Robbie's View.
- [C.](#) Approve Second Reading of Ordinance 2023-4 Revised Vacating a Partial Alley Located in the J.I. Addition City of Lander, Fremont County Wyoming, Adjacent to 473 South 4th Street to include subsequently recorded in Fremont County WY #780 on April 30, 1886, plat Cabinet 4, Page 133 information.
- [D.](#) Approve Second Reading of Ordinance 2024-4 Amending Title 12 Section 12-2-7 Municipal Judge and Updating Sections 12-1-3 and 12-3-3 as previously amended.
- [E.](#) Approve Second Reading of Ordinance 2024-5 Amending Title 2 Sale and Licensing and Use of Alcoholic Malt Beverages Section 2-2-6 Grounds for Suspension, or Non-Renewal and Section 2-5-1 Bar and Grill Licenses and Updating Section 2-2-16 Restaurant Liquor Licenses as previously amended.
- F. Untable Resolution 1321, 1322 and 1323 Concerning Park Rules.
- [G.](#) Approve Resolution 1321 Setting Rules for City Park in Accordance with City Ordinance 2023-3.
- [H.](#) Approve Resolution 1322 Setting Rules for McManus Park in Accordance with City Ordinance 2023-3.
- [I.](#) Approve Resolution 1323 Setting Rules for North Park, Dillon, Goodrich, and Centennial Parks in Accordance with City Ordinance 2023-3.
- [J.](#) Approve Resolution 1327- NORTH Park, softball field revised rules in Accordance with City Ordinance 2023-3.

9. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Approve First Reading of Ordinance 2024-6 Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2024.
- [B.](#) Approve and Authorize the Mayor to sign the Second Amendment to the Wind River Visitors Council Joint Powers Agreement.
- [C.](#) Resolution 1326 Authorize the replacement of the bleachers at the Little League field at City Park.
- [D.](#) Award bid for four Dodge Durango AWD Pursuit Vehicles E0224 to Fremont Motors in the total amount of \$165,732.00.
- [E.](#) Authorize Resolution 1325 Encumbrance of Lot 1 Table Mountain Subdivision.
- [F.](#) Vote on the WAM voting delegation for the Summer WAM Meeting.

- [G.](#) Authorize the Mayor to sign individual 2024-26 General Services contracts with 31 vendors that met the requirements of the RFP.
- [H.](#) Approve County Subdivision CS 24.01 Ebbert Subdivision.
- [I.](#) Approve 2024 Utility Write-Offs for Non-Payment.
- [J.](#) Authorize the Mayor to sign a renewal lease for Lander Senior Center.
- [K.](#) Approve and authorize the Mayor to sign the Guardian Flight Lease.
- [L.](#) Authorize the Mayor to Sign the Agreement for Services with Ayers Associates to produce the 2024 Master Plan.

10. EXECUTIVE SESSION

- A. Potential Litigation

11. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

6:00 PM Tuesday, April 9, 2024, City Council Chambers

6:00 PM Tuesday, May 14, 2024, City Council Chambers

Work Sessions:

6:00 PM Tuesday, March 26, 2024, City Council Chambers

6:00 PM Tuesday, April 23, 2024, City Council Chambers

All meetings are subject to cancellation or change.

ORDINANCE 2024-6

AN ORDINANCE FIXING AND DETERMINING THE MILL LEVY NECESSARY TO BE LEVIED TO RAISE SUFFICIENT MONEY BY GENERAL TAX TO MEET THE CURRENT EXPENSES OF THE CITY OF LANDER FOR THE FISCAL YEAR COMMENCING JULY 1, 2024.

Section 1: A Mill Levy of eight (8) mills , no more, no less, is hereby fixed, determined and declared necessary to raise sufficient money by general tax upon the property within the City of Lander, Fremont County, Wyoming, to meet the current expenses of said City of Lander for the fiscal year commencing July 1, 2024.

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.

PUBLIC HEARING DATE March 12, 2024

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 14th day of May 2024.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:


Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on May 14, 2024, following passage, adoption and approval of Ordinance 2024-4, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being May15, 2024.

Rachelle Fontaine, City Clerk

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, February 13, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. CALL TO ORDER Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. Declaration of a quorum. STAFF PRESENT: Lander Police Chief Peters, Assistant Public Works Director Hunter Roseberry, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

2. APPROVAL OF AGENDA Council President Cox made a motion to amend the agenda and remove item J under New Business the Guardian Lease Seconded by Councilmember ?. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

3. PUBLIC HEARING- New Restaurant Liquor License El Vaquero 2 Mexican Grill & Cantina Inc. 720 E Main St., Lander WY 82520 TWP 33N RNG 099W SEC 17 TR IN SESW Commercial District

- A. Opened hearing at 6:01 PM
- B. Introduced and read by Clerk Fontaine
- C. Public comment: George Piplica spoke on the applicants' behalf. Discussion on a new license application made by El Vaquero for the period starting February 21st, 2024.
- D. Closed hearing at 6:05 PM

4. PUBLIC HEARING- Ordinance 2024-4

- A. Opened at hearing at 6:05 PM
- B. Introduced and read by Clerk Fontaine
- C. Public comment: Discussion on Ordinance 20-24-4, which updates city administrative provisions, including the requirement for city officers or clerks handling money to furnish a bond. Kirk Schmidt commented that the Council might consider changes to the title as a whole, especially special meetings (12-1-4) and it should parallel the state statutes. He also commented on bonding and suggested checking with the City insurance provider for theft coverage.
- D. Closed hearing at 6:12 PM

5. PUBLIC HEARING- Ordinance 2024-5

- A. Opened hearing at 6:12 PM
- B. Introduced and read by Clerk Fontaine
- C. Public comment: Inquiry from Councilmember Larsen as to the impetus for changes to the hearing procedure for liquor license suspension or revocations. Comments from Councilmember Stuble as to the clarity of the application to subsection b.
- D. Closed hearing at 6:24 PM

6. PUBLIC HEARING- Ordinance 2023-4 Revised Vacating a Partial Alley Located in the J.I. Addition City of Lander, Fremont County Wyoming, Adjacent to 473 South 4th Street including subsequently recorded in Fremont County WY #780 on April 30, 1886, plat Cabinet 4, Page 133

- A. Opened hearing at 6:24 PM
- B. Introduced and read by Clerk Fontaine
- C. Public comment: None.
- D. Closed hearing at 6:25 PM

7. COMMUNICATION FROM THE FLOOR

- A. Public Comment: None

8. MAYOR AND COUNCIL UPDATES

Councilmember Larsen provided an update from LOTRA and thanked the Chamber for the luncheon.

Councilmember White provided an Air Service and Senior Center update. She congratulated the City for the successful trip to Cheyenne. She commented on the pending Bill proposing raising the threshold generated by a single meter. General discussion about the differences between how county plows and city plow streets.

Councilmember D Hahn thanked the City workers for snow and ice removal efforts.

Council President Cox commented that FCSD #1 has a no alcohol or drugs on school property policy that should be reflected in the North Park rules, LEDA is looking for members, and she inquired about Table Mountain Living.

Councilmember Stuble congratulated the City on the successful loan for our infrastructure. She provided an EE Task Force update. She extended her sympathies concerning the death of Sheridan Police Sgt. Krinkee.

Councilmember J Hahn had questions about the SLIB Loan and how that works with binding the next Council. He asked if the Council will vote to accept the Loan. Charri Lara explained there was a resolution. She explained that there will never be 45 million owing at once, it is a series of loans. There will never be money cheaper than .25% interest. Water and sewer rates will be increased by 7% each year to pay the loan. The enterprise is self-sustaining and separate from the general fund.

Mayor Richardson reported on the trip to Cheyenne, meeting with the legislators and the importance of making that trip.

9. STAFF REPORTS

Chief Peters provided an update on law enforcement activities, including the impact of focused traffic enforcement on reducing crashes and the results of a recent VOR team operation.

Assistant Public Works Director Hunter Roseberry reported that there is a current water break the crew is fixing. Frost depths are still low, and everyone should continue to run water. The City is trying to patch potholes.

Assistant Mayor RaJean Strube Fossen reported that there will be a City Open House on March 6th and work sessions on February 20th and 27th to discuss Table Mountain Living updates and various municipal forms of government in accordance with strategic plans. CDBG federal funds to extend Jefferson Street into Popo Agie Park were awarded.

City Treasurer Charri Lara provided a discussion on the City's plan for infrastructure funding, including a \$45 million loan package for future projects and the benefits of planning for the City's infrastructure needs and the savings to the City the new loan package provides.

City Clerk Rachele Fontaine provided clarification on the requirements for bonding for the treasurer and public officers having access to public funds, and the coverage provided by Tegeler Insurance.

10. CONSENT AGENDA

- A. Approve Regular Council Meeting Minutes from January 9, 2024

- B. Approve Work Session Council Meeting Minutes from January 23, 2024
- C. Approve Special Council Meeting Minutes from January 29, 2024
- D. Approve Bills and Claims

GALENA CHRYSLER FUND EQUIPMENT REPLACEMENT 42601,MISC ONE TIME VENDOR INVESTIGATIVE FUNDS 140,AMERICAN ROAD MAINTENANCE INC SEAL COAT & MARK 80055.17,AMERICAN ROAD MAINTENANCE INC SEAL COAT & MARK 20986.35,FREMONT COUNTY CLERK NEW ASSETS 500,CENTRAL BANK & TRUST TRAVEL 682.4,CENTRAL BANK & TRUST SUPPLIES 60,MASTERCARD FUND EQUIPMENT REPLACEMENT 1759.5,MASTERCARD SUPPLIES 40,MASTERCARD SUPPLIES 918,MASTERCARD DUES 950,MASTERCARD SUPPLIES 76.24,MASTERCARD SUPPLIES 234,MASTERCARD SUPPLIES 20,MASTERCARD TELEPHONE 898.45,MASTERCARD PROFESSIONALS 199,MASTERCARD SUPPLIES 80,MASTERCARD BUILDING MAINTENANCE 50,MASTERCARD EMPLOYEE BENEFIT 22.24,MASTERCARD EMPLOYEE BENEFIT 149.78,MASTERCARD SUPPLIES/TOOLS & EQUIP 97.1,MASTERCARD SUPPLIES/TOOLS & EQUIP 2.59,MASTERCARD OPERATIONS AND MAINTENANCE 330.35,MASTERCARD NEW ASSETS 540,MASTERCARD SUPPLIES/TOOLS & EQUIP 71.25,MASTERCARD BLDG GROUNDS MAINTENANCE 19.77,MASTERCARD PROF AND CONSULTING 20,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 748.8,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD WW LAB/TESTING 319,MASTERCARD OPERATIONS AND MAINTENANCE 15.29,MASTERCARD OPERATIONS AND MAINTENANCE 23.72,MASTERCARD OPERATIONS AND MAINTENANCE 110.34,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD OPERATIONS AND MAINTENANCE 19.95,MASTERCARD OPERATIONS AND MAINTENANCE 4126.26,MASTERCARD OPERATIONS AND MAINTENANCE 4524.22,MASTERCARD OPERATIONS AND MAINTENANCE -1363.76,MASTERCARD OPERATIONS AND MAINTENANCE 1128.5,MASTERCARD OPERATIONS AND MAINTENANCE 39.38,MASTERCARD WW LAB/TESTING 102.9,MASTERCARD REPAIRS 275.91,MASTERCARD REPAIRS 19.99,MASTERCARD COMMUNITY CENTER MAINTENANCE 21.99,MASTERCARD COMMUNITY CENTER MAINTENANCE 203.82,MASTERCARD OPERATIONS AND MAINTENANCE 77.64,MASTERCARD OPERATIONS AND MAINTENANCE 79.16,MASTERCARD OPERATIONS AND MAINTENANCE 24.28,MASTERCARD OPERATIONS AND MAINTENANCE 118.76,MASTERCARD INVESTIGATIVE FUNDS 270,MASTERCARD INVESTIGATIVE FUNDS 4,MASTERCARD INVESTIGATIVE FUNDS 97.61,MASTERCARD INVESTIGATIVE FUNDS 50.67,MASTERCARD SUPPLIES 20.69,MASTERCARD CONCESSIONS 7.92,MASTERCARD BUILDING MAINTENANCE 13.96,MASTERCARD CONCESSIONS 992.9,MASTERCARD CONCESSIONS 5,MASTERCARD CONCESSIONS 14.39,MASTERCARD CONCESSIONS 8.29,MASTERCARD CONCESSIONS 29.97,MASTERCARD CONCESSIONS 19.66,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 76.8,MASTERCARD CONCESSIONS 781.69,MASTERCARD OPERATIONS AND MAINTENANCE 42.97,MASTERCARD OPERATIONS AND MAINTENANCE 496,MASTERCARD OPERATIONS AND MAINTENANCE 275.98,MASTERCARD OPERATIONS AND MAINTENANCE 38.75,MASTERCARD OPERATIONS AND MAINTENANCE 10.99,MASTERCARD OPERATIONS AND MAINTENANCE 76.44,MASTERCARD OPERATIONS AND MAINTENANCE 1194.38,MASTERCARD OPERATIONS AND MAINTENANCE 945.42,MASTERCARD OPERATIONS AND MAINTENANCE 168.82,MASTERCARD WW-OPERATIONS & MAINTENANCE 924,MASTERCARD WW LAB/TESTING 315,MASTERCARD WW LAB/TESTING 167.7,MASTERCARD ADVERTISING 2032.05,MASTERCARD TUITION & REGISTRATION 520,MASTERCARD FIRE EQUIPMENT MAINTENANCE 133,MASTERCARD BUILDING MAINTENANCE 33.18,MASTERCARD BUILDING MAINTENANCE 45.4,MASTERCARD SUPPLIES 99.85,MASTERCARD SUPPLIES 18.98,MASTERCARD COMMUNITY DEVELOPMENT 4021.57,MASTERCARD SUPPLIES 105.99,MASTERCARD COMMUNITY DEVELOPMENT 598.12,MASTERCARD REPAIRS 45.94,MASTERCARD CODE BOOKS 465.14,MASTERCARD TELEPHONE & INTERNET 1165.49,MASTERCARD BUILDING MAINTENANCE 2074.66,MASTERCARD TELEPHONE & INTERNET 1755.66,MASTERCARD WATER UTILITY BILLING 695.08,MASTERCARD TELEPHONE & INTERNET 1334.9,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD POSTAGE 10.2,MASTERCARD SUPPLIES 347.4,MASTERCARD TUITION & REGISTRATION 28.35,MASTERCARD SUPPLIES 39.98,MASTERCARD SUPPLIES 56.26,MASTERCARD POSTAGE 5.55,MASTERCARD SUPPLIES 217.66,MASTERCARD NEW ASSETS 119.14,MASTERCARD SUPPLIES 287.19,MASTERCARD PROF. & TECHNICAL SERVICE 275,MASTERCARD VEHICLE REPAIR 15.96,MASTERCARD SHOP SUPPLIES 299.99,MASTERCARD SHOP SUPPLIES 71.83,MASTERCARD VEHICLE REPAIR 283.88,MASTERCARD SUPPLIES 14.99,MASTERCARD TUITION & REGISTRATION 230,MASTERCARD BUILDING MAINTENANCE 60.57,MASTERCARD UNIFORMS 713.04,NAPA VEHICLE REPAIR 37.86,NAPA VEHICLE REPAIR 51.97,NAPA VEHICLE REPAIR 109.52,NAPA VEHICLE REPAIR 195.26,NAPA VEHICLE REPAIR 406.15,NAPA VEHICLE REPAIR 18.14,COMMUNITY CENTER REFUNDS 300,EMPLOYEE REIMBURSEMENTS TRAVEL 471.01,BLACK HILLS ENERGY GAS 11673.63,CITY OF RIVERTON AIR TRANSPORTATION 44674,FREMONT COUNTY ASSN OF GOV GROUND TRANSPORTATION 22337,MARKEE ESCROW SERVICES INC LOAN PAYMENT 133949.77,FREMONT COUNTY TREASURER PRISONER CARE 2090,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18751.41,FREMONT COUNTY TREASURER PRISONER CARE 2145,WYOMING DEPT OF REVENUE SALES TAX 403.43,WYOMING DEPT OF REVENUE SALES TAX -403.43,WYDOT - FINANCIAL SERVICES SEAL COAT & MARK 10669.83,WYDOT - FINANCIAL SERVICES JEFFERSON STREET REHAB 9862.35,WYDOT - FINANCIAL SERVICES FUEL 9999.81,WYDOT - FINANCIAL SERVICES FUEL 17388.85,WHITING LAW PC GENERAL ATTORNEY 630,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 618.75,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,AIRGAS USA LLC SHOP SUPPLIES 137,ALEXANDER EXCAVATION OPERATION/ MAINTENANCE STREETS 1980,ALSCO LINENS 117.41,ALSCO LINENS 145.69,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 1350,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 360,APEX SURVEYING OUTSIDE SERVICES 4264.25,B & T FIRE EXTINGUISHERS BUILDING MAINTENANCE 76.75,B & T FIRE EXTINGUISHERS BUILDING MAINTENANCE 129.5,BADGER METER INC METER REPLACEMENT 324.9,BRODIE EXCAVATION LLC OPERATION/ MAINTENANCE STREETS 2585,BRODIE EXCAVATION LLC OPERATION/ MAINTENANCE STREETS 605,COMMUNICATION TECHNOLOGIES OPERATION/ MAINTENANCE STREETS 162,COMMUNICATION TECHNOLOGIES OPERATIONS AND MAINTENANCE 550,COWBOY SUPPLY HOUSE SUPPLIES 199.69,COWBOY SUPPLY HOUSE REPAIRS 15,COWBOY SUPPLY HOUSE SUPPLIES -85.12,COWBOY SUPPLY HOUSE SUPPLIES 329.81,COWBOY SUPPLY HOUSE SUPPLIES 88.2,COWBOY SUPPLY HOUSE SUPPLIES 54.84,CROSSING THE THRESHOLD LLC ECONOMIC DEVELOP PROJECTS 673.88,DOWL TRANSPORTATION 701.76,ELLIS CONCRETE INC MISC SMALL STREET REPAIRS 9510,ELLIS CONCRETE INC OPERATIONS AND MAINTENANCE 13114.5,ERDMAN COMPANY PROJECT COST - ASSISTED LIVING 2087.5,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 420,FLEX SHARE BENEFITS FLEX SHARE FEES 258.6,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 497.8,FREMONT CO SOLID WASTE DISPOS TRASH

COLLECTION 901,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 625.8,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 1500.84,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 1067.19,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR -797.77,FREMONT MOTOR COMPANY VEHICLE REPAIR 572,FREMONT MOTOR COMPANY VEHICLE REPAIR 1850.88,FREMONT MOTOR COMPANY VEHICLE REPAIR 141.6,HACH COMPANY OPERATIONS AND MAINTENANCE 90.6,HACH COMPANY OPERATIONS AND MAINTENANCE 732,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 2691.85,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 2293.76,HASCO INDUSTRIAL SUPPLY VEHICLE REPAIR 382.8,HASCO INDUSTRIAL SUPPLY VEHICLE REPAIR 386.8,HASCO INDUSTRIAL SUPPLY VEHICLE REPAIR 290.51,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 2492.5,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 15043.75,HDR ENGINEERING INC PROF AND CONSULTING 1117.5,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 16768.64,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 20070.37,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 14960,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 14973.6,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 1927.56,JOE JOHNSON EQUIPMENT WW-OPERATIONS & MAINTENANCE 1320.88,LANDER JOURNAL DUES 65,LIBERTY MUTUAL DUES 100,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 604.98,LOCAL GOVERNMENT LIABILITY POOL INSURANCE, O/THAN EMPLOYEE BEN 1000,LONG BUILDING TECHNOLOGIES REPAIRS 411.08,MASA EMPLOYEE BENEFIT 228,MES ROCKY MOUNTAINS FIRE EQUIPMENT MAINTENANCE 248.98,"MULLINS, STUART" PROGRAM REGISTRATION 1595,NAPA VEHICLE REPAIR 54.25,NAPA VEHICLE REPAIR 4.88,NAPA VEHICLE REPAIR 85.92,NAPA VEHICLE REPAIR 466.2,NAPA VEHICLE REPAIR 184.49,NAPA VEHICLE REPAIR 372.15,NAPA VEHICLE REPAIR 43.74,NAPA VEHICLE REPAIR 64.97,NAPA VEHICLE REPAIR 119.44,NAPA VEHICLE REPAIR 58.29,NAPA VEHICLE REPAIR 23.67,NAPA VEHICLE REPAIR 54.74,NAPA VEHICLE REPAIR 199.33,NAPA VEHICLE REPAIR 17.08,NAPA SHOP SUPPLIES 26.89,NAPA VEHICLE REPAIR 83.18,NAPA VEHICLE REPAIR 9.76,NAPA VEHICLE REPAIR 26.87,NAPA VEHICLE REPAIR 68.39,NAPA VEHICLE REPAIR 148.93,NAPA VEHICLE REPAIR 392.46,NAPA VEHICLE REPAIR 210.84,NAPA VEHICLE REPAIR -26.39,NAPA VEHICLE REPAIR -18,NAPA VEHICLE REPAIR 267.11,NAPA VEHICLE REPAIR 153.2,NAPA VEHICLE REPAIR 128.81,NAPA VEHICLE REPAIR 63.42,NAPA SHOP SUPPLIES 10,NAPA VEHICLE REPAIR -18,O'REILLY AUTO PARTS VEHICLE REPAIR 33.82,PERFECT POWER INC BUILDING MAINTENANCE 406.63,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 18,PIONEER MUSEUM SUPPLIES 512.56,PERRY'S TRUCK & DIESEL VEHICLE REPAIR 8522.48,RDO EQUIPMENT CO VEHICLE REPAIR 4071.67,RDO EQUIPMENT CO VEHICLE REPAIR 8766.47,REWORX PROF. & TECHNICAL SERVICE 9810,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 2770.5,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 1007.5,RIVERTON RANGER INC DUES 65,RIVERTON TIRE & OIL CO VEHICLE REPAIR 613.6,RIVERTON TIRE & OIL CO TIRES 1834,RIVERTON TIRE & OIL CO TIRES 198.98,STRIKE CONSULTING GROUP PROF AND CONSULTING 2283.75,STRIKE CONSULTING GROUP FLOOD DAMAGE REPAIR - FEMA 3851.25,STRIKE CONSULTING GROUP PROF AND CONSULTING 4002.5,"SUMMIT WEST CPA GROUP, P.C." PROF FEES COMPUTER 1097.31,"SUMMIT WEST CPA GROUP, P.C." PROF FEES COMPUTER 325,"SUMMIT WEST CPA GROUP, P.C." PROF AND CONSULTING 14625,SWEETWATER AIRE OPERATIONS AND MAINTENANCE 1951.04,SWEETWATER AIRE BUILDING MAINTENANCE 1192.74,TWEEDS WHOLESAL CO. CONCESSIONS 106.06,TWEEDS WHOLESAL CO. CONCESSIONS 222.53,TRIHYDRO PROF AND CONSULTING 359.77,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 3225.5,WAM - WCCA WAM ENERGY PAYMENT 2500,WESTERN LAW ASSOCIATES PROFESSIONALS 4108.07,WESTERN LAW ASSOCIATES PROFESSIONALS 1740,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 4457.5,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 2789.5,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 710,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 252.5,WIRE WORKS LLC FIRE EQUIPMENT MAINTENANCE 1011.96,WIPFLI OUTSIDE SERVICES 7900,WORKWISE EMPLOYEE SCREENING 105,WORKWISE EMPLOYEE SCREENING 544,WYOGLOSS LLC VEHICLE REPAIR 526.73,WYOMING ASSN OF FIRE MARSHALS TUITION & REGISTRATION 25,WYOMING FIRST AID & SAFETY SUPPLY SAFETY EQUIP & SUPPLIES 1252.94,WYOMING STATE FIREMEN'S ASSN. TUITION & REGISTRATION 1172.5,WYOMING STATE FIREMEN'S ASSN. TUITION & REGISTRATION 75

Discussion concerning Ordinance 2024-2 which was tabled January 9, 2024. General discussion that the January 9, 2024, minutes correctly reflect that action that the ordinance was tabled, but the draft version of the actual document shows it passed. That will be corrected on the face of the ordinance.

Motion made by Councilmember Stuble Seconded by Council President Cox. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

12. NEW BUSINESS (NON-ACTION ITEMS)

A. Presentation from Jenna Ackerman

Jenna Ackerman, LEDA thanked the City Council for their work on economic development. LEDA recommends LIFT directly communicate with the Council rather than LEDA providing a second review and recommendation to the Council. LEDA would like to provide input on the front end to LIFT.

13. OLD BUSINESS (ACTION ITEMS)

A. Approve Second Reading Ordinance 2024-1 rezoning two lots in the 700 block of Garfield from R-5 Residential to C Commercial District.

Motion made by Council President Cox, Seconded by Councilmember D Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- B. Untable Ordinance 2024-2 rezoning 431 Washakie from R-5 Residential to C Commercial District.

Motion made by Councilmember Stuble, Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- C. Approve First Reading Ordinance 2024-2 rezoning 431 Washakie from R-5 Residential to C Commercial District.

Motion made by Council President Cox, Seconded by Councilmember Stuble.

DISCUSSION: The Council engaged in a discussion concerning conditional use permits, home businesses and requirements, the process, and general zoning issues.

VOTE: Councilmembers Voting Yea: none. Councilmembers voting nay: Larsen, White, D Hahn, Cox, Stuble, J Hahn, and Mayor Richardson. Motion failed.

- D. Approve Second Reading Ordinance 2024-3 annexation and zoning of a portion of a lot at 710 Robbie's View.

Motion made by Council President Cox, Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

14. NEW BUSINESS (ACTION ITEMS)

- A. Approve First Reading Ordinance 2023-4 Revised Vacating a Partial Alley Located in the J.I. Addition City of Lander, Fremont County Wyoming, Adjacent to 473 South 4th Street to include subsequently recorded in Fremont County WY #780 on April 30, 1886, plat Cabinet 4, Page 133 information.

Motion made by Councilmember White, Seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- B. Approve the first reading of Ordinance 2024-4 Amending Title 12 Section 12-2-7 Municipal Judge and Updating Sections 12-1-3 and 12-3-3 as previously amended.

Motion made by Councilmember White, Seconded by Council President Cox.

DISCUSSION: Council President Cox discussed Wyoming Statute 15-1-105 and the public comment by Kirk Schmidt.

VOTE: Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- C. Approve First Reading Ordinance 2024-5 amending Title 2 Sale and Licensing and Use of Alcoholic Malt Beverages Section 2-2-6 Grounds for Suspension, or Non-Renewal and Section 2-5-1 Bar and Grill Licenses and Updating Section 2-2-16 Restaurant Liquor Licenses as previously amended

Motion made by Councilmember D Hahn, Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- D. Approve application for new restaurant liquor license El Vaquero 2 Mexican Grill & Cantina Inc. 720 E Main St., Lander WY 82520

Motion made by Councilmember Larsen, Seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- E. Approve Resolution 1320 to End the Suspension on the Distribution of the One-Half Percent (1/2) Sales and Use Tax For Economic Development and Provide Guidance for the Distribution of Funds

Motion to approve Resolution 1320 to End the Suspension on the Distribution of the One-Half Percent (1/2) Sales and Use Tax For Economic Development and Provide Guidance for the Distribution of Funds by Council President Cox, Seconded by Councilmember Stuble.

DISCUSSION: Councilmember White commented that she still has several questions about how projects are qualified etc. Councilmember Larsen expressed concern about the length of the suspension. Councilmember D Han agreed it would be nice to have more information. Council President Cox believes there is enough information.

Councilmember Stuble moved to amend Resolution 1320 to include a 6th WHEREAS clause that LIFT will directly report to the Lander City Council. Motion Seconded By Councilmember D Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion to amend Resolution 1320 passed unanimously.

VOTE: Councilmembers voting Yea to approve Resolution 1320 as amended: Larsen, D Hahn, Cox, Stuble, Mayor Richardson Councilmembers voting Nay: White and J Hahn. Motion passed.

- F. Approve Resolution 1321 Setting Rules for City Park in Accordance with City Ordinance 2023-3.

Motion by Council President Cox, Seconded by Councilmember D Hahn.

DISCUSSION: Councilmember White questioned how enforceable the animal control section might be and commented the electric skateboards should be included. Councilmember Stuble questioned "excessively loud".

Councilmember Stuble moved to table Resolution 1321 until March 12, 2024, Seconded by Councilmember White. Councilmembers voting Yea: Larsen, White, D Hahn, Stuble and J Hahn. Councilmembers voting nay: Council President Cox and Mayor Richardson. Motion to table Resolution 1321 passed.

- G. Approve Resolution 1322 Setting Rules for McManus Park in Accordance with City Ordinance 2023-3

Councilmember Stuble moved to table Resolutions 1322 and 1323 until March 12, 2024, Seconded by Councilmember White. Councilmembers voting Yea: Larsen, White, D Hahn, Stuble and J Hahn. Councilmembers voting nay: Council President Cox and Mayor Richardson. Motion to table Resolutions 1322 and 1323 passed.

- H. Approve Resolution 1323 Setting Rules for North Park, Dillon, Goodrich and Centennial Parks in Accordance with City Ordinance 2023-3

Councilmember Stuble moved to table Resolutions 1322 and 1323 until March 12, 2024, Seconded by Councilmember White. Councilmembers voting Yea: Larsen, White, D Hahn, Stuble and J Hahn. Councilmembers voting nay: Council President Cox and Mayor Richardson. Motion to table Resolutions 1322 and 1323 passed.

- I. Approve Resolution 1324 Authorizing Submission of a Federal Mineral Royalty Capital Construction Account Grant Application to the State Loan and Investment Board

Motion made by Councilmember Larsen, Seconded by Councilmember White.

DISCUSSION: Discussion ensued between the Council and Staff. Councilmember J Hahn inquired about the ability and limit of debt obligations and how this relates to the SLIB loans the City was recently granted. City Treasurer Lara explained the process, and the savings to the City both short and long-term.

VOTE: Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- J. Approve and Authorize the Mayor to Guardian Flight Lease- **REMOVED FROM AGENDA AT COMMENCEMENT OF MEETING**

- K. Authorize the Mayor to sign a one-year contract with HSI for electronic SDS Log and Safety Training LMS.

Motion made by Councilmember White, Seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- L. Authorize and Approve Memorandum of Understanding Between Volunteers of America Northern Rockies and Lander Police Department Regarding Community Collaboration and Care Coordination.

Motion made by Councilmember J Hahn, Seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- M. Approve and Authorize Memorandum of Understanding Between Fremont Counseling Service and Lander Police Department.

Motion made by Councilmember Stuble to approve with all references to RDP replaced by LPD, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

15. ADJOURNMENT

Motion made by Councilmember White, Seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 8:25 PM.

The City of Lander

ATTEST:

By: _____
 Monte Richardson,
 City of Lander Mayor

 Rachelle Fontaine, City Clerk


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, sexual orientation, or other characteristics protected by law.

	CITY OF LANDER		
	WORK SESSION COUNCIL MEETING		
	Tuesday, February 20, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. STAFF PRESENT: Chief Peters, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen (via Zoom), City Treasurer Charri Lara, City Clerk Rachele Fontaine.

1. NEW BUSINESS (NON-ACTION ITEMS)

A. Presentation on Forms of Municipal Government - Jason Grant, ICMA

Jason Grant ICMA provided a presentation on Understanding the Council-Manager Form of Government. The Constitution does not establish local government. The state's responsibility is to establish local governments. Wyoming is a home-rule state that allows cities to adopt a charter designating powers and jurisdiction. The discussion topics included the U.S. Constitutional Federal Republic, Federal and State Powers, Understanding Local Government, Forms of Local Government, Forms of Government by Population, Manager v Mayor as CEO, the Role of the Mayor, Forms of Government Considerations, Separate or Unified Powers, Administration-Politics Dichotomy, Accountability, Corruption, Representation, Partisanship, Council-Manager Structure, Collaborative Government, How it works-appointing a manager, How it works hiring staff, How it works Budget Process, Role of City Manager, Wallhub's Best Run Cities, Research Findings and Key Questions to Consider. The council discussed the differences between council-manager and mayor-council forms of government, focusing on bureaucracy, cost-saving strategies, and economic development, as well as how the form of government affects long-term projects and staff. The different ways to change the form of government were discussed. Staff will gather more information on Charter Ordinances and provide that information to the Council for further discussion.

2. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 7:37 PM.

The City of Lander

ATTEST:

By: _____
 Monte Richardson,
 City of Lander Mayor

 Rachele Fontaine, City Clerk


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	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, February 27, 2024 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, and Missy White. Declaration of a quorum. COUNCILMEMBERS ABSENT: Mayor Richardson. STAFF PRESENT: Chief Peters, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

The meeting began with an acknowledgment of technical difficulties with the camera being upside down during the virtual Zoom session. It was decided not to correct the problem during the meeting to save time.

1. MAYOR AND STAFF UPDATES

Councilmember Larsen provided an update from the Fremont County Solid Waste Board, the Lander Chamber of Commerce, and commented that it was great to see street crews out.

Councilmember White provided an update on the Planning Commission, the LEDA meeting, and the Senior Center street crews busy filling potholes as weather permits. Shout out to the LVHS Nordic Teams. She was appointed to the State Trails advisory board.

Councilmember D Hahn echoed the thank you to the city crews.

2. STAFF REPORTS

Lander Police Chief Peters commented that accidents are still down.

Public Works Director, Lance Hopkin informed the Council that 71 Construction is helping with potholes, and as the weather improves more streets can be repaired, additionally, the RFP general services contract had a large response. There was a discussion concerning snow plowing and public notification.

Assistant Mayor, RaJean Strube Fossen provided an update on the general services requests for proposals. The City received a total of 31 responses. Those contracts, as well as a Master Plan will come before the Council for approval.

City Treasurer, Charri Lara explained that the City will do a soft campaign using a QR Code to update contact information in the upcoming water bill.

3. NEW BUSINESS (NON-ACTION ITEMS)

A. Table Mountain Living Update

Tracy Rue, treasurer of the Lander Housing Authority presented an update on the Table Mountain Living memory care and assisted living project, including funding sources, construction costs, and fundraising needs. Discussion ensued about the potential delay of a project and its financial implications, including the increase in project cost, and the creation of jobs. The need for a long-term lease for the land and planning department approval was also discussed. The discussion included the pledging of land as collateral for the project, the low risk it poses to the city, and the potential for foreclosure in the event of a default. The historical context of similar decisions was also mentioned. Concerns were raised about the affordability of the assisted living facility, with costs ranging from \$3,500 to \$6,000 per month. The discussion also touched on the availability of Medicaid waivers and the comparison of costs with other facilities.

B. Discussion concerning proposed Park Rule Resolutions 1321, 1322, and 1323

Assistant Mayor RaJean Strube Fossen led the discussion concerning proposed Park Rule Resolutions 1321, 1322, and 1323. Chief Peters commented that identifying each prohibited electrical vehicle becomes cumbersome. He believes the rules as currently proposed are enforceable. Debate ensued over the proposed changes to park regulations, specifically the prohibition of alcohol in North Park and the softball fields. The council concluded there is a need for further discussion with the school board. The discussion also included ensuring animal control for pets in the park. Talks about allowing overnight camping only in spots expressly designated and marked for that purpose, emphasizing the need for specific and limited areas. Debate on the effectiveness of signage in the park, with opinions on keeping signs to a minimum to avoid clutter and confusion. Councilmember Stuble commented about excessively loud music and how that may be defined, and she proposes as determined by Park Staff or Police Officers. The Chief discussed problems enforcing noise ordinances and recommended eliminating that rule.

4. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 7:38 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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ORDINANCE 2024-1

AN ORDINANCE REZONING A LOT IN THE 700 BLOCK OF GARFIELD STREET BEING Block 110, Lots 3&4, Earl and Farlow Addition to the Original Town of Lander, from R-5 Multi-Family Residential District to C – Commercial

WHEREAS, there has been a request to rezone a parcel of property which is described as follows:

Block 110, Lots 3&4, Earl and Farlow Addition to the Original Town of Lander, Fremont County Wyoming, and

WHEREAS, Section 4-7-2 of the City Municipal Code authorizes the City of Lander Planning Commission "To hear and make recommendations to the City Council on rezoning applications insuring that the application is consistent with the adopted Master Plan."

WHEREAS, the planning commission reviewed the rezoning request on November 2, 2023, at a public hearing and recommends approval of the rezoning by a unanimous vote; and

WHEREAS, the Governing Body of the City of Lander, Wyoming has conducted a public hearing on the first reading of this ordinance January 9, 2024, in accordance with City Code Section 4-8-5 on the requested changes to the zoning map as described herein; and,

NOW THEREFORE, BE IT ORDAINED that the Governing Body of the City of Lander, Wyoming approves the requested rezoning for the property legally described above from R-5 Multi-Family Residential District to C-Commercial District.

BE IT FURTHER ORDAINED, that the approval of the request and the zone change takes effect immediately and be reflected on the City of Lander District Zoning Map.

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 January 9, 2024

PASSED ON SECOND READING February 13, 2024

PASSED ON THIRD READING

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the day of , 2024.

THE CITY OF LANDER
A Municipal Corporation

By Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on following passage, adoption and approval of Ordinance 2024-1, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being , 2024.

Rachelle Fontaine, City Clerk

**ORDINANCE 2024-3
AN ORDINANCE ANNEXING AND ZONING A PORTION OF A LOT
BEING Block 3, Lots 3&4, Jones Subdivision Re-Plat
R-2 Multifamily Residential District**

WHEREAS, an annexation and zoning request has been duly processed through the Planning Commission in accordance with Municipal Code section 4-7-2 with a legal description as follows:

Block 3, Lots 3&4, Jones Subdivision Re-Plat City of Lander, Fremont County Wyoming, better known as 710 Robbies View, and

WHEREAS, Section 4-7-2 of the City Code authorizes the City of Lander Planning Commission *“To hear and make recommendations to the City Council on rezoning applications insuring that the application is consistent with the adopted Master Plan.”* and *“ To review and recommend to the City Council approval or denial of annexation requests.”*

WHEREAS, the planning commission reviewed the annexation and zoning request on November 2, 2023, at a public hearing and the motion to recommended approval of the re-plat that designates the area to be annexed and zoned was approved by unanimous vote; and

WHEREAS, the Governing Body of the City of Lander, Wyoming has conducted a public hearing on the first reading of this ordinance January 9, 2024, in accordance with City Code Section 4-8-5 on the requested changes to the zoning map as described herein; and,

NOW THEREFORE, BE IT ORDAINED that the Governing Body of the City of Lander, Wyoming approves the annexation set forth in the Jones Subdivision re-plat legally described above and that said property is to be zoned R-2 Multi-Family Residential District to match the zoning of the remainder of the same lot at 710 Robbies View.

BE IT FURTHER ORDAINED, that the approval of the request and the zone change takes effect immediately and be reflected on the City of Lander District Zoning Map.

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 January 9, 2024

PASSED ON SECOND READING February 13, 2024

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the _____ day of _____, 2024.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on following passage, adoption and approval of Ordinance 2024-2, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Wyoming State Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____, 2024.

Rachelle Fontaine, City Clerk

ORDINANCE 2023 - 4, REVISED

**AN ORDINANCE VACATING A PARTIAL ALLEY LOCATED IN THE
J.I. PATTEN ADDITION, CITY OF LANDER, FREMONT COUNTY WYOMING,
ADJACENT TO 473 SOUTH 4TH STREET**

WHEREAS there has been a request to vacate a property which is legally described as follows:
PARTIAL ALLEY LOCATED IN J.I. PATTEN ADDITION TO THE CITY OF LANDER,
FREMONT COUNTY WYOMING, as recorded in the office of Ogden City, Weber County, Utah
Territory and Recorded on April 27th, 1886, and subsequently recorded in Fremont County WY
#780 on April 30, 1886, plat Cabinet 4, Page 133, and more particularly described as follows:

An existing alley as dedication to the City of Lander within Section 18, T.33N., R.99W.,
6th PM., City of Lander, Fremont County, Wyoming, more particularly described as
follows:

Commencing from the Southeast Corner of Lot 1, Block 42, J.I. Patten's Addition to the
Townsite (now City) of Lander. Thence proceed S16°49'48"W, a distance of 19.95 feet,
more or less, to the northeast corner of Lot 20, Block 42;

Thence N73°49'57"W, a distance of 37.74 feet, more or less, along the north line of said
Lot 20 to the west line of the Southeast 1/4 of said Section 18;

Thence N00°19'18"W, a distance of 20.86 feet, more or less, along the said west line of the
Southeast 1/4 of said Section 18 to the south line of said Lot 1, Block 42;

Thence S73°45'28"E, a distance of 43.89 feet, more or less, along the south of said Lot 1,
Block 42, to the point of beginning of this description. Said Tract is adjacent to 473 South
4th and contains 814 square feet, more or less.

WHEREAS the City deems that the vacation of the alley would be in the best interest of the City;
and

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Lander,
Wyoming as follows:

SECTION 1: The Mayor and City Clerk are directed, upon request of Gregg and Karen Meyer,
the current owners of record of 473 South 4th Street, to vacate the partial alley of said legal
description set forth above, and shall execute and deliver a quitclaim deed from the City of Lander,
to said property owners, for the land herein vacated upon the condition that a full release of liability
and indemnity agreement be executed, and said owners pay all costs associated with the vacation
and conveyance and upon providing the City with evidence of satisfactory arrangements with the
effected utilities.

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.

PUBLIC HEARING FEBRUARY 13, 2024

PASSED ON FIRST READING FEBRUARY 13, 2024

PASSED ON SECOND READING

PASSED ON THIRD READING

PASSED, ADOPTED, AND APPROVED by the Mayor and City Council on the _____ day of _____ 2024 .

	AYE	NAY	ABSENT	ABSTAIN
Missy White	_____	_____	_____	_____
Dan Hahn	_____	_____	_____	_____
John Larsen	_____	_____	_____	_____
Josh Hahn	_____	_____	_____	_____
Julia Stuble	_____	_____	_____	_____
Melinda Cox	_____	_____	_____	_____
Monte Richardson	_____	_____	_____	_____

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, 2024, following passage, adoption and approval of Ordinance 2023-4, Revised, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation, and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____,2024.

Rachelle Fontaine, City Clerk

ORDINANCE 2024-4

**AN ORDINANCE AMENDING TITLE 12
SECTION 12-2-7 MUNICIPAL JUDGE AND UPDATING SECTIONS 12-1-3 AND
12-3-3 AS PREVIOUSLY AMENDED**

WHEREAS, the City of Lander Ordinance 1206 Section 12-2-7 Municipal Judge requires the Municipal Judge to give a bond to the City of Lander in the amount of \$10,000, conditioned on the lawful performance of his duties; and

WHEREAS, the Governing Body for the City of Lander finds it in the best interest of the City to expand this requirement to additional city employees having custody of public funds in accordance with state statute; and

WHEREAS, Section 12-1-3 was amended by Ordinance 1218 effective November 2017 and Section 12-3-3 was amended by Ordinances 2021-6 effective January 2022 and 2023-3 effective October 14, 2023 and should be updated herein,

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Lander, in the State of Wyoming, as follows:

**TITLE 12
CITY ADMINISTRATIVE PROVISIONS**

SECTION 1:

- 12-1-1 Corporate Limits**
- 12-1-2 Wards and Council Members**
- 12-1-3 Council Meetings**
- 12-1-4 Special Meetings**
- 12-1-5 Council Procedure**
- 12-2-1 Appointments**
- 12-2-2 Removal of Personnel**
- 12-2-3 Appointive Offices**
- 12-2-4 Subordinate Offices**
- 12-2-5 Compensation of Officers**
- 12-2-6 Department Regulations**
- 12-2-7 Municipal Judge**
- 12-2-8 Building Inspector**
- 12-2-9 Mt. Hope Cemetery**
- 12-3-1 Planning Commission**
- 12-3-2 Airport Board**
- 12-3-3 Parks & Recreation Board**
- 12-3-4 Special Commissions**
- 12-4-1 Economic Development Commission; Establishment**
- 12-4-2 Same; Duties and Responsibilities**
- 12-4-3 Same; Appointment and Term**
- 12-4-4 Same; Compensation**
- 12-5-1 Vacancies in the Office of Mayor**
- 12-5-2 Members - Vacancies - Procedures for Filling**
- 12-6-1 Creation and Establishment of a Urban Forest Council**
- 12-6-2 Same; Duties and Responsibilities**
- 12-7-1 Drug Free Workplace**
- 12-8-1 Americans with Disabilities Coordinator**

12-1-1. Corporate Limits. - An official map showing the corporate limits, zoned areas, and other specially designed areas of the City shall be maintained by the City **Administration** and shall be available for public inspection in the office of the City Clerk, together with legal descriptions for all boundary lines thereon.

12-1-2. Wards and Council Members. - The City shall be divided into three wards and two council members shall be elected from each ward. Council members shall

be qualified electors of the ward they represent. Ward boundaries will be adjusted after each census and approved by the City Council.

~~**12-1-3 Council Meetings.**—Regular meetings of the City Council of the City of Lander may be held on the second Tuesday of each month at 7:00 p.m. at the City Hall. Work sessions of the City Council may be held on the fourth Tuesday of the month at 7:00 p.m. at the City Hall. Public Hearings will be held at 6:30 p.m. or as determined by the City Administration and properly published in accordance with Wyoming State Statutes. In the event there is no business that needs to be conducted by the City Council at either a regular meeting or at a work session, the meeting may be canceled. — A regular meeting, special meeting, or any other City Council meeting may be convened at any other time or place with proper public notice.~~

12-1-3 Council Meetings. - Regular meetings of the City Council of the City of Lander may be held on the second and fourth Tuesday of each month at the City Hall. Work sessions of the City Council may be held ~~on all other~~ *the fourth* Tuesdays of the month at the City Hall. In the event there is no business that needs to be conducted by the City Council at either a regular meeting or at a work session, the meeting may be canceled. A regular meeting, *work session*, special meeting, or any other City Council meeting may be convened at any other time or place with proper public notice. The times, dates, and locations for regular meetings and special meetings of the City Council shall be established by resolution. *Amended by Ordinance 1218 effective November 22, 2017*

12-1-4. Special Meetings. - The Presiding Officer or four Council Members may call special meetings in accordance with W.S. 15-1-105 and 16-4-404 . Actual notice or constructive notice provided in Section 1-1-5 shall constitute sufficient notice under this section. The necessity of any notice may be waived by the presence and consent of every Council Member. (Review Wy Statutes).

12-1-5. Council Procedures. - Upon the request of any Council Member, Council procedure shall be conducted in accordance with Review Wy Statutes rules for the conduct of its proceedings as journaled by the City Administration.

12-2-1. Appointments. - Unless otherwise provided, all appointive offices shall be filled by the Mayor with the advice and consent of the Council.

12-2-2. Removal of Appointees. - The Mayor may remove or discharge any appointee, for incompetency, neglect, or, with the consent of the Council, for other cause **in accordance with W.S. 15-3-204.**

12-2-3. Appointive Offices – The following appointive offices are created in accordance with W.S. 15-3-204: Chief of Police, City Clerk, City Treasurer, City Attorney, Municipal Court Judge, Superintendent of Public Works, Assistant Mayor, City Engineer and Fire Chief terms for which shall coincide with the regular Mayor’s term; however, all officers shall remain in office until their replacements have qualified.

12-2-4. Subordinate Offices. - Subject to the approval of the Council, the Mayor may create offices subordinate to the appointive offices listed in Section 12-2-3. The Mayor may delegate appointment of subordinate officers to the appointive officers, provided that the subordinate officer shall in any case be approved by the Council.

12-2-5. Compensation of Officers and Employees. -

- (a) The Mayor’s annual salary is \$21,000 a year. The Mayor is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines
- (b) Each Council Member shall receive \$75.00 for actual attendance at each regular or special meeting of the City Council and at each meeting of

committees that the Council Member shall attend. Each Council Member is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines.

- (c) The salaries of all other officers and employees shall be as shown on a step-grade scale as filed with the City Clerk.
- (d) Compensation for each Fireman for regular and special meetings each fireman attends shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander. The yearly salary of each officer of the Lander Volunteer Fire Department shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander.

12-2-6. Department Regulations. -

- (a) The Mayor, subject to the approval of the Council, may establish regulations and policies concerning all City personnel.
- (b) Subject to the approval of the Mayor and Council, each appointive officer may establish regulations for the operation of his office or department, including the procedural requirements, priority schedules, and whatever standards or rules are necessary to the proper and efficient functioning of his office.
- (c) All Departmental regulations and procedures shall be filed with the City Clerk and must comply with the City of Lander Personnel Rules and Managerial Guidelines.

~~12-2-7. Municipal Judge. — The Municipal Judge shall give a bond to the City of Lander in the amount of \$10,000, conditioned on the lawful performance of his duties.~~

12-2-7 City Employee Bonding

- (a) Each City Officer or Clerk of the City having custody of money belonging to the City shall, before entering upon the performance of his/her respective duties, be required to furnish a bond in the amount prescribed in this article for such office, which bond shall be conditioned upon: (a) The faithful performance by such officer or clerk of all the duties of his office as prescribed by law; (b) the safekeeping of all money which may come into his hands by virtue of his office; (c) the prompt payment thereof to those legally authorized to receive the same in the manner provided by law; and (d) the delivery by him to his successor in office of all money then held by him as such officer. Each of the officers and his bondsmen and sureties, respectively, shall be responsible for the safekeeping and paying over according to law of all funds which shall come into his hands by virtue of his office.
- (b) When the bond of any officer of the City having custody of public money shall be furnished by a guaranty or surety company, the premium due such company for furnishing such bond shall be paid out of the public funds of the City.
- (c) The bonds of the various City employees, deputies and clerks having custody of public money of the City shall be in the following amounts:

- Mayor \$10,000
- Council President \$10,000
- Municipal Judge \$10,000
- Municipal Court Clerk \$10,000
- City Treasurer \$100,000
- City Clerk \$10,000
- Deputy Clerk \$10,000
- Police Chief \$10,000

(d) When approved, the bonds of all City officers and employees shall be filed with the City Clerk.

(e) The City Council may, by amendments to this section, increase or lower the amount of such bonds and may also require similar bonds to be furnished by any other City officers or employees having custody of City funds.

12-2-8. Building Inspector. -

(a) The City may employ a Building Inspector and so many Deputy Building Inspectors as the Governing Body shall deem appropriate.

(b) The Building Inspector, or his designee, may, in addition to any other person authorized by law:

- (i) investigate, enforce and sign complaints concerning any violation of Titles 3, 4, 5, 9, 11 and 13 of the Ordinance of the City of Lander;
- (ii) serve any notices, orders or documents, relevant to such enforcement action.

12-2-9. Mt. Hope Cemetery. – Mt. Hope Cemetery will operate in accordance with W.S. 35-8-201 through 35-8-211. Cemetery rules and procedures shall be filed with the City Clerk.

12-3-1. Planning Commission. -

- (a) A Planning Commission for the City of Lander is established in accordance with Section WS 15-1-502. Members shall be representative of different occupations and appointed without respect to political affiliation by the Mayor, with the advice and consent of the Council.
- (b) The commission shall promulgate and publish rules and regulations on file with the City Clerk for the health, welfare, and safety of persons making use thereof.
- (c) The term of the appointive members of the commission shall be four years. Members shall hold office until their successors are appointed and qualified.

12-3-2. Airport Board. -

- (a) The term of the appointive members of the Airport Board shall be 5 years.
- (b) The Board shall exercise general supervision of the Lander Airport, subject to the direction of the City Council. The airport **board** shall promulgate and publish rules and regulations on file with the City Clerk to insure an impartial use of the airport and for the health, welfare, and safety of persons making use thereof.

12-3-3. Parks & Recreation Board. —

- ~~(a) A Parks and Recreation Board for the City of Lander is established to consist of nine board members who shall be residents of Lander. Members shall be representative of different occupations and appointed without respect to political affiliation by the Mayor, with the advice and consent of the Council.~~
- ~~(b) The board shall promulgate and publish rules and regulations on file with the City Clerk to insure an impartial use of the City of Lander recreation facilities and functions.~~

- ~~(e) The term of the appointive members of the commission shall be four years. Members shall hold office until their successors are appointed and qualified.~~
- ~~(d) The duties of the board will be to review all related activities, programs, select committees and other functions whose operations are conducted in whole or in part by the City Recreation personnel and share their findings with the Public Works Director and/or a designated administrator of the City Administration.~~
Amended by Ordinance 2021-6

12-3-3. Parks And Recreation

A. Individual City Park Rules

1. All parks and recreational facilities within the City maintained by the City for the public shall have park rules for each park location as created by Resolution and approved and adopted by the Governing Body. Each park location shall have posted signage listing park rules pertaining to each location.
2. Violation of this Ordinance shall constitute a misdemeanor, unless otherwise stated, and upon conviction shall be punishable by a maximum fine of \$750.00 or imprisonment for not more than six months. Forfeitable bonds will be as set forth in the Lander Municipal Court Bond Schedule as adopted from time to time.
Amended by Ordinance 2023-3 effective October 14, 2023.

12-3-4. Special Commissions. - The Council may authorize the creation of special commissions by resolution. Commissioners shall be appointed by the Mayor, with the advice and consent of the Council.

12-4-1. Economic Development Commission; Established. - Pursuant to the general powers conferred under Wyoming Statutes Section 15-1-103(a)(xli) and other applicable statutory authority, there is hereby created and established a commission, consisting of a minimum of seven (7) and a maximum of nine (9) commissioners. The Mayor and Council may approve by resolution the assignment of the Economic Development Commission duties and responsibilities to an established Economic Development Organization or include in City Staff job descriptions.

12-4-2 Duties and Responsibilities – The Economic Development Commission will assist and report to the governing body in determining and implementing plans for the beneficial diversification of Lander area economy. The commission shall promulgate and publish rules and regulations on file with the City Clerk.

12-4-3. Same; Appointment and Term. - Each commissioner shall be appointed by the Mayor upon the advice and consent of the City Council, which appointment shall be for a term of four years. Vacancies shall be filled after appointment by the Mayor with the advice and consent of the governing body for the unexpired term of any member. Members of the Commission may be removed from office by the governing body for cause, upon written charges and after public hearing.

12-4-4. Same; Compensation. - No commissioner shall be entitled to receive any pay or supplementary benefit for his or her service of office, either directly or indirectly, provided, however, actual authorized expenses incurred by any commissioner in the performance of his or her duties as such shall be paid by the City of Lander.

12-5-1. Vacancies in the Office of Mayor. -

Any vacancy in the office of Mayor shall be filled only from the governing body by a majority vote of all council members. An abstention shall be considered a no vote. WS 15-1-107.

12-5-2. Members - Vacancies - Procedure of Filing. -

(a) Any vacancy on the Lander City Council shall be filled by the City Council by appointment of a temporary successor to serve until a successor for the remainder of the unexpired term is elected at the next general municipal election and is qualified and takes office on the first Monday of the following January unless a vacancy in a four year term of office occurs after the first day for filing an application for nomination pursuant to W.S. 22-5-209, in which event the temporary successor appointed shall serve until the first Monday in January following the second general election thereafter *WS 15-1-107*

(b) A councilmember or mayor shall be deemed a non-resident, and a vacancy therefore to exist, when he or she shall have failed to occupy a fixed, permanent and customary place of habitation, within the boundaries of the municipality.

(c) A resignation shall be deemed effective and a vacancy to have occurred as follows:

- (1) A councilmember desiring to resign from his or her position on the governing body shall submit a resignation in writing to the City Clerk specifying the date he or she desires the resignation to be effective, which date shall not be more than one hundred twenty days after the postmark date of the letter, if mailed, or after the date of delivery to the municipal clerk.
- (2) The City clerk shall place the question of resignation before the governing body for acceptance or rejection at the regular meeting next succeeding the postmark date of the letter of resignation or the delivery thereof to the municipal clerk.
- (3) The resignation may be withdrawn at any time prior to acceptance or rejection by the governing body; provided, that a request for withdrawal of a resignation must also be in writing and received by the municipal clerk prior to the regular meeting at which the resignation is to be considered. Upon acceptance by the governing body, the resignation is irrevocable.
- (4) The resignation, unless withdrawn as stated in subdivision 3 of this subsection, shall be deemed effective as of the date specified in the written resignation. The process of filling the vacancy shall commence upon the acceptance of the resignation by the governing body and the resigning councilmember may participate in the process of filling the vacancy; provided, however, that the formal vote on the selection of an appointee shall not take place until after the effective date of the resignation.

(d) The refusal of the mayor or a councilmember to take the oath of office, as required by law; at the time and place, and before the person designated, shall constitute a failure to take the oath as required and a vacancy shall be deemed to exist at such time.

(e) The city council shall cause public notice to be given of its intention to solicit applications to fill any vacancy on the city council. The notice shall be published in a local newspaper of general circulation on two consecutive weeks. The letter of interest shall be submitted establishing applicant's legal qualifications to hold office.

(f) The council shall specify a time period for submitting applications and the council shall then review applications received and may conduct any further review of candidates deemed necessary and, by a majority vote of all council members, shall appoint a temporary successor.

12-6-1 Creation and Establishment of a City Urban Forest Council (Tree Board) – There is hereby created and established a City Urban Forest Council for the City of Lander, Wyoming, which shall consist of five or more members appointed by the Mayor and approved by the City Council. The Tree Board will be responsible for the care of all trees on the City owned property including the study, investigation, preservation, trimming, replanting, removal or disposition of trees and shrubs in public ways, streets and alleys.

12-6-2 Duties and Responsibilities – The Tree Board shall promulgate and publish rules and regulations on file with the City Clerk to insure operations consistent with Tree City USA requirements.

12-7-1. – Drug Free Workplace - The Drug Free workplace as defined in the City of Lander Personnel Policy and Managerial Guidelines shall be strictly enforced to protect the City of Lander's status as a responsible source for the award of Federal contracts and grants.

12-8-1 - Americans with Disabilities Coordinator

(a) The city shall appoint an employee as an Americans with Disabilities Coordinator and any Deputy Americans with Disabilities Coordinator as deemed appropriate.

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.

PUBLIC HEARING FEBRUARY 13, 2024

PASSED ON FIRST READING FEBRUARY 13, 2024

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 _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on April 9, 2024 following passage, adoption and approval of Ordinance 2024-4, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being April 10, 2024.

Rachelle Fontaine, City Clerk

DRAFT

ORDINANCE 2024-5

AN ORDINANCE AMENDING TITLE 2 - SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES SECTION 2-2-6 GROUNDS FOR SUSPENSION, REVOCATION, OR NON-RENEWAL AND 2-5-1 BAR AND GRILL LICENSES AND UPDATING SECTION 2-2-16 RESTAURANT LIQUOR LICENSES AS PREVIOUSLY AMENDED

WHEREAS, the City of Lander, pursuant to Wyoming Statutes, §12-4-101 *et. Seq.*, licenses and regulates the issuance of liquor licenses; and

WHEREAS, as a result of statutory amendments made by the 67th Wyoming Legislature during the 2023 General Session, the Mayor and Council of the City of Lander, has determined that the existing municipal code needs to be revised; and

WHEREAS, Section 2-2-16 was amended by Ordinance 2021-1 on May 11, 2012 and should be updated herein; and

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Lander, in the State of Wyoming, as follows:

TITLE 2

SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES

SECTION 1:

- 2-1-1 **Maximum Term of Licenses**
- 2-1-2 **Licenses Subject to Review**
- 2-1-3 **Hearing**
- 2-1-4 **Fee Upon Transfer of License**
- 2-2-1 **General**
- 2-2-2 **Definitions**
- 2-2-3 **License Required**
- 2-2-4 **Expiration**
- 2-2-5 **Fees**
- 2-2-6 **Grounds for Suspension, Revocation or Non-Renewal**
- 2-2-7 **License Holder Accountable for Agent**
- 2-2-8 **Providing Minor with Alcoholic Beverages Prohibited**
- 2-2-9 **Minors Prohibited from Having or Using Alcoholic Beverages**
- 2-2-10 **Falsifying Identification Prohibited**
- 2-2-11 **Consumption on Private Premises Prohibited**
- 2-2-12 **Public Exhibition and Consumption**
- 2-2-13 **Public Drunkenness**

- 2-2-15 **Hours of Sale**
- 2-2-16 **Restaurant Liquor Licenses**
- 2-2-17 **Continuing Violation**
- 2-2-18 **Temporary Malt Beverage Permits; Issuance**
- 2-2-19 **Same; Limits**
- 2-2-20 **Same; Fees**
- 2-2-21 **Same; Restrictions**
- 2-3-1 **Microbrewery Permits**

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.

2-1-2. 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.

2-1-3. 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.

2-1-4. 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)*

2-2-1. 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.)*

2-2-3. 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 license 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.
- (c) **Receipt by the city clerk of a notice of sales tax delinquency and a Sales Tax Hold Notice from the State of Wyoming issued pursuant to W.S. 12-2-306, as amended.**
- (d) **Suspension or Revocation Procedure: Upon receipt by the city clerk of an alleged violation notice of a, b or c above, the city clerk shall notify the liquor licensee of the alleged violation(s). Notice of such violation shall be served 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:**

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~~That the city received a notice for failure to pay sales tax or a summarization, including the nature and dates of the alleged violation(s) criminal violation described in Paragraph D herein has occurred, and that a fine, suspension and/or revocation of the licensee's license is possible; and~~

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~~Summarizing the nature and date(s) of the incidents resulting in the conviction and notice for failure to pay sales tax.~~

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~~Within fifteen calendar days of the notification of the violation(s), a hearing shall be set before the Governing Body. If the violation is sales tax delinquency as outlined in c and the liquor licensee fails to obtain a Sales Tax Release within fifteen calendar days from the date the city clerk receives the Sales Tax Hold Notice, a hearing shall be set before the governing body.~~

~~The Sales Tax Hold Notice certified notice from the state and all evidence presented to the state in support of the certified notice or and an order of conviction from municipal court for violation of state statute or ordinance violation will be admitted and considered prima facie evidence of the liquor licensee's violation(s) sales tax delinquency or conviction of municipal ordinance on liquor.~~

~~The purpose of the hearing is to allow the liquor licensee to offer corrections to the information; and action taken by liquor licensee to mitigate the violation and for the Governing Body to determine whether liquor licensee should face restrictions or suspension of the liquor license. Notice of such violation shall be served 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:~~

~~That the city received a notice for failure to pay sales tax or a criminal violation described in Paragraph D herein has occurred, and that a fine, suspension and/or revocation of the licensee's license is possible; and~~

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~~Summarizing the nature and date(s) of the incidents resulting in the conviction and notice for failure to pay sales tax.~~

2-2-7. 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.

2-2-8. Providing Minor with Alcoholic Beverages Prohibited.

Licensed Building Restrictions

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

2-2-9. 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.

2-2-10. 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.

2-2-11. 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.

2-2-12. 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:
 - (i) a restaurant;
 - (ii) premises covered by an alcoholic beverage license or malt beverage permit;
 - (iii) all city parks, between the hours of 8:00 a.m. and 11:00 p.m.;
 - (iv) 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.;
 - (v) 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.; and
 - (vi) All other areas specifically exempted by resolution of the City Council
- (b) The City Council 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.

2-2-13. 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.

2-2-15. 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
- (b)

~~**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.~~

2-2-16 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 an area 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 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.

Amended by Ordinance 2021-1 on May 11, 2021

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. 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)*

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.)*

- c) A Bar and Grill license holder may include entertainment as part of the compliance with W.S. § 12-4-413 provided entertainment meets the following requirements and definitions:
 - i. For purposes of this section “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.
 - ii. For purposes of this section “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.
 - iii. For purposes of this section 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.

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.

PUBLIC HEARING FEBRUARY 13, 2024

PASSED ON FIRST READING FEBRUARY 13, 2024

PASSED ON SECOND READING

PASSED ON THIRD READING

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

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on April 9, 2024, following passage, adoption and approval of Ordinance 2024-5, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being April 10, 2024.

Rachelle Fontaine, City Clerk

RESOLUTION 1321

**A RESOLUTION SETTING RULES FOR CITY PARK
IN ACCORDANCE WITH CITY ORDINANCE 2023-3**

WHEREAS, Ordinance 2023-3 was approved by the governing body on October 10, 2023, and

WHEREAS, Ordinance 2023-3 states that all parks and recreational facilities within the City maintained by the City for the public shall have park rules for each park location as created by Resolution and approved and adopted by the Governing Body;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Park Rules for City Park located at 405 Fremont Drive will be as follows:

A. City Park Rules

1. Hours of Operation: City Park is open from 6 am to 11 pm and all persons shall leave the park facility no later than 11 pm other than as excepted below:
 - a. While city-recognized organized activities are occurring, e.g. softball games, concerts, etc., the park shall remain open until the organized activity has finished.
 - b. Persons using the City Park access road to access private residences located on the City Park access road.
 - c. approved overnight camping activities as described below.

2. Overnight camping: Tents and Recreational Vehicles shall be allowed in City Park as follows:
 - a. at those spots which are expressly designated and marked for that purpose whereby no camping is allowed in the North of the park near the Playground equipment.
 - b. Overnight campers are limited to staying no more than three consecutive nights or staying no longer than a period of 72 consecutive hours in a 30 consecutive-day period.
 - c. Tents must be picked up daily by 9 a.m. to allow for mowing and watering.
 - d. There shall be no fees charged for camping in a city-designated camping area, however, donations will be accepted as posted.

3. Reservation of recreational facilities: Individual facilities and amenities within City Park may be reserved for exclusive use for a fee as established in the City of Lander Fee Schedule as adopted by resolution. The City reserves the right to require event liability insurance and post-set-up and clean-up rules for the reservation.

4. Alcohol Use: Alcohol consumption is permitted in City Park under the following conditions:
 - a. The use of alcohol in glass containers is prohibited.
 - b. Personal alcohol use is permitted during operating hours with no open container permit required.
 - c. The sale of alcohol is prohibited without obtaining a malt beverage or catering permit from the City of Lander.

5. Animal Control and pets:
 - a. ~~Dogs and cats~~Pets need to be under the control of their handler and animal waste must be cleaned up and deposited in a garbage receptacle.
 - b. All ~~other animals~~animals other than dogs and cats are prohibited without permission from the Parks and Recreation Department.

6. Motorized Vehicles:
 - a. No motor vehicles are allowed or permitted off designated improved roadways.
 - b. Electric bicycles, scooters, and moped operators will adhere to all regulations governing motor vehicles.

c. Parking is permitted only in designated areas.

7. Prohibited activities:

- a. Discharging of any firearms, or carrying, possessing, or discharging any firecrackers, rockets, torpedoes, or other fireworks, slingshots, or boomerangs within any facility or park.
- b. Fires: no fires other than those built-in grills and braziers provided for that purpose.
- c. No sale or bartering of goods/services, food, and or beverages without prior approval.
- d. ~~No excessively loud music—defined as music at a level that annoys the other park users and park neighbors.~~

BE IT FURTHER RESOLVED THAT City Park Administration reserves the right to make additional minor rules for the health safety and well-being of all users.

PASSED, APPROVED, AND ADOPTED on the ~~13th~~ 12th day of ~~February~~ March 2024.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby by certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on ~~February 13~~ March 12, 2024, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION 1322

A RESOLUTION SETTING RULES FOR McMANUS PARK
IN ACCORDANCE WITH CITY ORDINANCE 2023-3

WHEREAS, Ordinance 2023-3 was approved by the governing body on October 10, 2023, and

WHEREAS, Ordinance 2023-3 states that all parks and recreational facilities within the City maintained by the City for the public shall have park rules for each park location as created by Resolution and approved and adopted by the Governing Body;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Park Rules McManus Park will be as follows:

- A. General Park Rules recognize that McManus Park is a riparian habitat and there will be no disturbances to wildlife.
 - 1. Hours of Operation: McManus parks is open from 6 am sunset and all persons shall leave the park facility at dark.
 - 2. Animal Control and pets:
 - a. ~~Dogs and cats~~Pets need to be ~~on a leash~~under the control of their handler and animal waste must be cleaned up and deposited in a garbage receptacle.
 - b. All ~~other animals~~animals other than dogs and cats are prohibited in McManus Park
 - 3. Motorized Vehicles:
 - a. No motor vehicles are allowed or permitted in McManus Park.
 - b. Electric bicycles, scooters, and moped operators are restricted to the paved sidewalk and will adhere to all regulations governing motor vehicles.
 - c. Parking is permitted only in designated areas.
 - 4. Prohibited activities:
 - a. No alcohol.
 - b. No overnight camping.
 - c. Discharging of any firearms, or carrying, possessing, or discharging any firecrackers, rockets, torpedoes, or other fireworks, slingshots, or boomerangs within any facility or park.
 - d. No fires.
 - e. No sale or bartering of goods/services, food and or beverages without prior approval.
 - f. ~~No excessively loud music—defined as music at a level that annoys the other park users and park neighbors.~~

BE IT FURTHER RESOLVED THAT the City Park Administration reserves the right to make additional minor rules for the health and safety and well-being of all users.

PASSED, APPROVED AND ADOPTED the ~~13th~~12th day of ~~February~~March 2024.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on ~~February 13~~ March 12, 2024, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION 1323

A RESOLUTION SETTING RULES FOR
~~NORTH~~, DILLON, GOODRICH AND CENTENNIAL PARKS
IN ACCORDANCE WITH CITY ORDINANCE 2023-3

WHEREAS, Ordinance 2023-3 was approved by the governing body on October 10, 2023, and

WHEREAS, Ordinance 2023-3 states that all parks and recreational facilities within the City maintained by the City for the public shall have park rules for each park location as created by Resolution and approved and adopted by the Governing Body;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Park Rules for ~~North Park~~, Dillon, Goodrich and Centennial Parks located within the City limits will be as follows:

A. General Park Rules

1. Hours of Operation: All parks are open from 6 am to 11 pm and all persons shall leave the park facility no later than 11 pm other than as excepted below:
 - a. While city-recognized organized activities are occurring, e.g. softball games, concerts, etc., the park shall remain open until the organized activity has finished.
2. Reservation of recreational facilities: Individual facilities and amenities within City Parks may be reserved for exclusive use for a fee as established in the City of Lander Fee Schedule as adopted by resolution. The City reserves the right to require event liability insurance and post set-up and clean-up rules for the reservation.
3. Alcohol Use: Alcohol consumption is permitted in City Parks under the following conditions:
 - a. Use of alcohol in glass containers is prohibited.
 - b. Personal alcohol use is permitted during operating hours with no open container permit required.
 - c. Sale of alcohol is prohibited without obtaining a malt beverage or catering permit from the City of Lander.
4. Animal Control and pets:
 - a. ~~Dogs and cats~~Pets need to be under the control of their handler and animal waste must be cleaned up and deposited in a garbage receptacle.
 - b. All ~~other animals~~animals other than dogs and cats are prohibited without permission from the Parks and Recreation Department.
5. Motorized Vehicles:
 - a. No motor vehicles are allowed or permitted off designated improved roadways.
 - b. Electric bicycles, scooters, and moped operators will adhere to all regulations governing motor vehicles.
 - c. Parking is permitted only in designated areas.
6. Prohibited activities:
 - a. No overnight camping.
 - b. Discharging of any firearms, or carrying, possessing, or discharging any firecrackers, rockets, torpedoes, or other fireworks, slingshots, or boomerangs within any facility or park.
 - c. Fires: no fires other than those built-in grills and braziers provided for that purpose.
 - d. No sale or bartering of goods/services, food and or beverages without prior approval.

~~e. No excessively loud music—defined as music at a level that annoys the other park users and park neighbors.~~

BE IT FURTHER RESOLVED THAT the City Park Administration reserves the right to make additional minor rules for the health and safety and well-being of all users.

PASSED, APPROVED AND ADOPTED the ~~13th~~ 12th day of ~~February~~ March 2024.

THE CITY OF LANDER
A Municipal Corporation

ATTEST:

By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on ~~February 13~~ March 12, 2024, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION ~~1323~~1327

**A RESOLUTION SETTING RULES FOR
NORTH PARK, SOCCER FIELDS, AND BASEBALL FIELDS
UNDER LEASE WITH FCSD#1
IN ACCORDANCE WITH CITY ORDINANCE 2023-3**

WHEREAS, Ordinance 2023-3 was approved by the governing body on October 10, 2023, and

WHEREAS, Ordinance 2023-3 states that all parks and recreational facilities within the City maintained by the City for the public shall have park rules for each park location as created by Resolution and approved and adopted by the Governing Body;

WHEREAS, North Park, Soccer fields and baseball/softball fields are leased from Fremont County School District #1, but maintained and operated by the City of Lander;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the Park Rules for North Park, Dillon, Goodrich and Centennial Parks located within the City limits will be as follows:

A. General Park Rules

1. Hours of Operation: ~~All parks~~Parks and Fields are open from 6 am to 11 pm and all persons shall leave the ~~park facility~~facilities no later than 11 pm other than as excepted below:
 - a. While School District and Ceity-recognized organized activities are occurring, e.g. softball games, sports practice, concerts, etc., the ~~park facility~~ shall remain open until the organized activity has finished.
2. Reservation of recreational facilities: Individual facilities and amenities within City Parks may be reserved for exclusive use for a fee as established in the City of Lander Fee Schedule as adopted by resolution. The City reserves the right to require event liability insurance and post set-up and clean-up rules for the reservation.
3. Alcohol Use: Option 1 (Standard park rules) - Alcohol consumption is permitted in North Park and the Baseball fields under the following conditions:
 - a. Alcohol use is prohibited in the North Skate Park, Dirt Bike Park and Soccer Fields.
 - ~~a.b.~~ The use of alcohol in glass containers is prohibited.
 - ~~b.c.~~ Personal alcohol use is permitted at the Softball fields and North Park (excluding Skate Park) during operating hours with no open container permit required.
 - ~~e.d.~~ The sale of alcohol is prohibited ~~without obtaining a malt beverage or catering permit from the City of Lander.~~
4. Animal Control and pets:
 - a. ~~Dogs and cats~~Pets need to be under the control of their handler and animal waste must be cleaned up and deposited in a garbage receptacle.
 - b. ~~All other animals~~Pets other than dogs and cats are prohibited without permission from the Parks and Recreation Department.
5. Motorized Vehicles:
 - a. No motor vehicles are allowed or permitted off designated improved roadways.
 - b. Electric bicycles, scooters, and moped operators will adhere to all regulations governing motor vehicles.
 - c. Parking is permitted only in designated areas.

- 6. Prohibited activities:
 - a. No overnight camping.
 - b. Discharging of any firearms, or carrying, possessing, or discharging any firecrackers, rockets, torpedoes, or other fireworks, slingshots, or boomerangs within any facility or park.
 - c. Fires: no fires other than those built-in grills and braziers provided for that purpose.
 - d. No sale or bartering of goods/services, food and or beverages without prior approval.
 - e. ~~No excessively loud music—defined as music at a level that annoys the other park users and park neighbors.~~

BE IT FURTHER RESOLVED THAT the City Park Administration reserves the right to make additional minor rules for the health and safety and well-being of all users.

PASSED, APPROVED AND ADOPTED the ~~13th day of February 2024.~~

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby by certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on ~~February 13, 2024,~~ and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

ORDINANCE 2024-6

AN ORDINANCE FIXING AND DETERMINING THE MILL LEVY NECESSARY TO BE LEVIED TO RAISE SUFFICIENT MONEY BY GENERAL TAX TO MEET THE CURRENT EXPENSES OF THE CITY OF LANDER FOR THE FISCAL YEAR COMMENCING JULY 1, 2024.

Section 1: A Mill Levy of eight (8) mills , no more, no less, is hereby fixed, determined and declared necessary to raise sufficient money by general tax upon the property within the City of Lander, Fremont County, Wyoming, to meet the current expenses of said City of Lander for the fiscal year commencing July 1, 2024.

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.

PUBLIC HEARING DATE March 12, 2024

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 14th day of May 2024.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on May 14, 2024, following passage, adoption and approval of Ordinance 2024-4, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being May15, 2024.

Rachelle Fontaine, City Clerk

WIND RIVER VISITORS COUNCIL

P.O. Box 925 Lander, WY 82520 USA • 307-332-5546 • info@windriver.org • www.windriver.org

Monday, Feb. 5, 2024

To the City of Lander,

The Wind River Visitors Council is requesting your assistance resolving a process that has become cumbersome over the past several years, the Wind River Visitors Council's annual budget approval process.

Preparing the annual budget is a time intensive effort for the Wind River Visitors Council. The Executive Director works with the Wind River Visitors Council's budget committee on a draft budget, which is then presented to the full Board of Directors for approval. It is then submitted to the Governing Bodies months in advance of the approval deadline. The approval process is long and time consuming, and last year, Fremont County lost significant money because of delays in the budget's approval.

Under Wyoming law, most lodging tax boards prepare their fiscal budget for the next fiscal year, receive Board approval and have a public hearing. At that point, they are finished. Fremont County's Joint Powers Agreement is unique and requires not only approval of the proposed budget from each of the Governing Bodies within the county, but unanimous approval.

Getting 100 percent approval from each of the Governing Bodies is challenging, and last year, despite submitting the budget early, by the time it was approved state co-op funds were exhausted and \$27,291.65 was lost. The Board of Directors and Executive Director have discussed this extensively and we have consulted with other lodging tax boards throughout Wyoming, as well as our attorney. We are requesting that the Governing Bodies consider amending the Joint Powers Agreement to change the *unanimous* approval by the Governing Bodies to a *majority* approval by the Governing Bodies, as well as clarify the process for revised budget approvals.

The Wind River Visitors Council has been working with the Fremont County Association of Governments (FCAG) on language for this revision, and attached to this letter you will find a DRAFT second amendment to the Wind River Visitors Council's Joint Powers Agreement. This was originally drafted by our attorney and further amended from feedback provided by FCAG.

The Wind River Visitors Council is requesting to be added to a Lander City Council Agenda.

Thank you in advance for your help.



Helen Wilson

Executive Director, Wind River Visitors Council

hwilson@windriver.org, (307) 332-5546

**SECOND AMENDMENT TO THE WIND RIVER VISITORS
COUNCIL JOINT POWERS AGREEMENT**

Section 9, Item B.

This Second Amendment to the Wind River Visitors Council Joint Powers Agreement is made and entered into, by and between the Town of Shoshoni, the Town of Hudson, the Town of Dubois, the City of Riverton, the City of Lander and the County of Fremont, all as indicated by their respective letters of approval attached hereto.

WITNESSETH:

WHEREAS, on May 16, 1989 the above municipal and county entities entered into a Joint Powers Agreement to administer the proceeds of a county lodging tax; and

WHEREAS, paragraph 9 of the Agreement provided that the Board would submit an annual budget by May 10 of each year and shall obtain the approval thereof by all governing bodies not later than June 30 of each year; and

WHEREAS, the entities have determined that the requirement for approval by all governing bodies is stringent and not in accordance with municipal voting where a majority controls and has limiting effects upon the Board ; and

WHEREAS, the entities desire to alter paragraph 9 of the Agreement to require approval of a majority of the entities and to not require approval of budget amendments by the entities; and

NOW THEREFORE, it is hereby resolved by the Town of Shoshoni, the Town of Hudson, the Town of Dubois, the City of Riverton, the City of Lander and the County of Fremont as follows:

9. FINANCES, BUDGET AND OPERATING PLAN

The financial records, accounting system and budgetary process shall be carried out by the Board in accordance with the requirements of this AGREEMENT and of the Uniform Municipal Fiscal Procedures Act, § 16-4-101 to § 16-4-407 W.S., (1977), as amended. No payment for services rendered or materials or property purchased shall be made except in strict accordance with a budget and operating plan approved by the governing bodies and except upon approval of a sworn voucher in accordance with procedures governing counties, cities and towns. It is anticipated by the parties hereto that a significant portion of the total operating budget revenues will be derived from the Fremont County Lodging Tax with no obligation on the part of the parties hereto to provide additional funding for operations.

The fiscal year of the Board shall be July 1 to June 30 of each year. The Board shall prepare and submit its proposed budget, together with its proposed operating plan, to the governing bodies not later than May 10th each year, and shall obtain approval thereof by a majority of the governing bodies not later than June 30th each year. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to general target areas, capital equipment acquisitions and personnel hiring.

If budget amendments during the fiscal year due to unexpected expenditures or due to unexpected receipt of revenue are needed, then the Wind River Visitors Council will submit the budget amendment to the Fremont County Association of Governments (FCAG). FCAG will be given a two-week period from confirmation of receipt to approve the amended budget. If two weeks pass without communication from FCAG, then the Wind River Visitors Council may move forward with the budget amendment without additional approval.

IN WITNESS WHEREOF, the parties hereto have executed this adopting and agree to the amendment.

City of Lander

By: _____
Monte Richardson, Mayor

Attest: _____
City Clerk

City of Riverton

By: _____
Timothy Hancock, Mayor

Attest: _____
City Clerk

Board of Fremont County Commissioners

By: _____
Chairman

Attest: _____
County Clerk

Town of Dubois

By: _____
Patricia Neveaux, Mayor

Attest: _____
Town Clerk

Town of Hudson

By: _____
Sherry Oler, Mayor

Attest: _____
Town Clerk

Town of Shoshoni

By: _____
Joel Highsmith, Mayor

Attest: _____
Town Clerk

STATE OF WYOMING
OFFICE OF ATTORNEY GENERAL

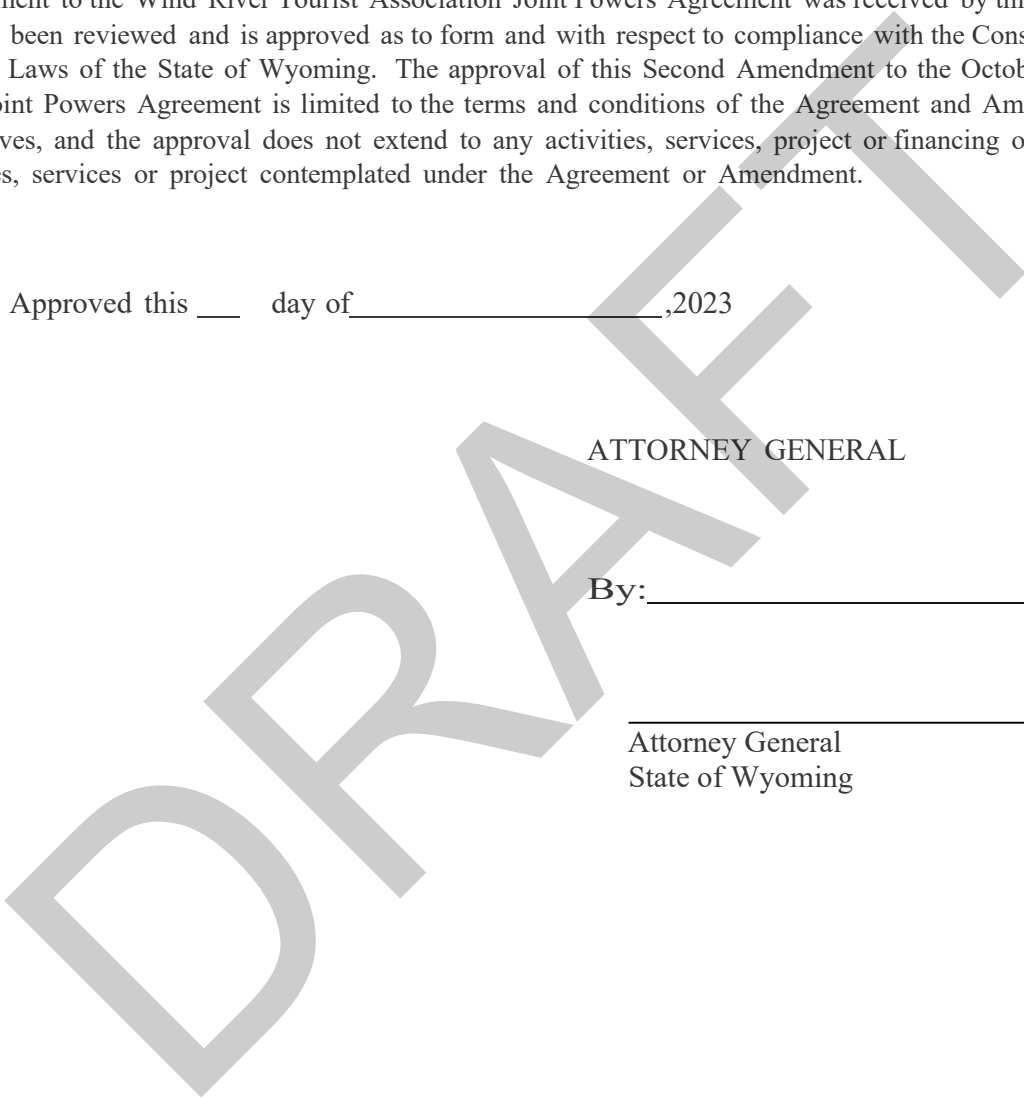
In accordance with Wyoming Statute Section 16-1-10S(a)(ii), I hereby certify that the foregoing Second Amendment to the Wind River Tourist Association Joint Powers Agreement was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and the Laws of the State of Wyoming. The approval of this Second Amendment to the October 25, 1989 Joint Powers Agreement is limited to the terms and conditions of the Agreement and Amendment themselves, and the approval does not extend to any activities, services, project or financing of any activities, services or project contemplated under the Agreement or Amendment.

Approved this ___ day of _____, 2023

ATTORNEY GENERAL

By: _____

Attorney General
State of Wyoming



STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-10S(a)(ii), the Wyoming Attorney General has reviewed the Wind River Tourist Association Joint Powers Agreement, now known as the Wind River Visitors Council Joint Powers Agreement, and determined that the agreement is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

Approve this ____ day of _____, 2023

ATTORNEY GENERAL

DRAFT

RESOLUTION NO. 1326

A RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION TO THE FREMONT COUNTY RECREATION BOARD FOR THE PURPOSE OF INCREASING THE FUNCTIONALITY AND SAFETY OF THE LANDER LITTLE LEAGUE FIELD AT CITY PARK ON BEHALF OF THE GOVERNING BODY OF THE CITY OF LANDER

WITNESSETH

WHEREAS, the Governing Body of the City of Lander desires to increase the functionality and safety of the Lander Little League Field at City Park; and

WHEREAS, the Governing Body of the City of Lander recognizes the need for reconfiguring the Little League Field at City Park, including but not limited to, replacing the bleachers, ensuring ADA viewing capability, and increasing the overall functionality of the Little League Field, and believes this project will address those needs; and

WHEREAS, the public benefit(s) of this project will be 1. To increase the safety of the bleachers, 2. To retain and expand the public use of the grounds, and 3. To attract, enhance and increase use of the entire facility, and:

WHEREAS, the Governing Body of the City of Lander will provide the required 50% match to this Fremont County Recreation Board Grant from the following source(s): cash match from the general fund, in-kind equipment and labor services,; and

WHEREAS, In the event of any project cost overruns, the City of Lander will provide funding in the amount necessary to complete the project utilizing general budget funds budgeted along with funds obtained from future grant opportunities; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Lander, that a grant application not to exceed \$7,000 be submitted to the Fremont County Recreation Board for consideration of assistance in funding the increase of functionality and safety of the Lander Little League Field at City Park.

BE IT FURTHER RESOLVED, that Lance Hopkin, Public Works Director is hereby designated as the authorized representative of the City of Lander to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED the 12th Day of March, 2024.

THE CITY OF LANDER
A Municipal Corporation

BY _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fountaine, City Clerk

CERTIFICATE

I, Rachelle Fountaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on March 12, 2024, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fountaine, City Clerk

BID FORM

BID NUMBER E0224

ITEM DESCRIPTION: 4-AWD DODGE DURANGO PURSUIT VEHICLE

Bidder to specify Make/Model/Year of vehicle: 2024 DODGE DURANGO

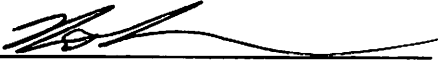
(Total/Qty 4) \$ 165,732.00

Please state delivery time frame: 90-120 # DAYS ARO

A bid guarantee in the amount of 5% of the total bid amount as required by Wyoming Statute 15-1-113 must be submitted with your bid (see paragraph 15 of the General Provisions attached). If claiming to be a resident bidder, please attach a copy of your "State of Wyoming Certificate of Residency Status".

The undersigned bidder certifies that the firm submitting this bid is is not [] a Wyoming resident bidder as defined by Wyoming Statute §16-6-101.

The undersigned bidder certifies that the bidder's vehicles comply with and meet the specification requirements for Bid Number E0224 as set forth in the DODGE DURANGO PURSUIT VEHICLE AWD SPECIFICATIONS.

Bidder's Name: <u>FREMONT MOTOR COMPANY</u>	E-mail: <u>NROBESON@FREMONTMOTORS.COM</u>
Bidder's Address <u>1731 W MAIN ST</u>	City: <u>LANDER</u> St. <u>WY</u> Zip <u>82520</u>
Phone: <u>307-220-7475</u>	Fax: <u>307-332-2419</u>
Signature: <u></u>	Title: <u>FLEET MANAGER</u>

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DEALER NOT LIABLE FOR DELAYS CAUSED BY THE MANUFACTURER, OR EARLY MODEL YEAR BUILDOUT. ORDER BANK SUBJECT TO CLOSE AT ANY TIME.

BID TABULATION

Company Name: City of Lander
 Project Name: Four AWD Dodge Durango Pursuit Vehicles E0224
 Location: Lander Wyoming
 Engineer: City of Lander
 Bid Date: 2/28/2024

Project Number: E0224

BID QUANTITIES					Fremont Motors					
Ref #	Bid Item #	Item Description	Qty.	UNIT	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID
1	1	4- Dodge Durango Police Pursuit Vehicles AWD	4		\$41,433.00	\$165,732.00		\$0.00		

RESOLUTION 1325
A RESOLUTION ENCUMBERING LOT 1, TABLE MOUNTAIN SUBDIVISION
FOR THE PURPOSES OF OBTAINING FINANCING FOR
TABLE MOUNTAIN LIVING COMMUNITY.

WHEREAS, the Governing body of the City of Lander, Fremont County, Wyoming, find and declare that there is a need for safe and sanitary Assisted Living and Memory Care housing opportunities in the City of Lander; and

WHEREAS, Resolution 1203, dated May 11, 2021, authorized the Lander Housing Authority to *“provide, or assist in providing by any suitable method, through the use of federal, state and local funds, safe and sanitary Assisted Living and Memory Care opportunity to fit the needs of the Lander Community.”*

WHEREAS, Lot 1 Table Mountain Subdivision, commonly known as 1400 Bishop Randall Drive, has been subdivided for the sole purpose of locating Table Mountain Living Community; and,

WHEREAS, The Lander Housing Authority has applied for construction and long-term financing that requires that the land be pledged as collateral, and

WHEREAS, State Statute 15-9-113 (vii) allows Cities to *“mortgage, pledge, hypothecate or otherwise encumber or dispose of any real property.”*

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander shall exercise its authority pursuant to Wyoming Statutes 15-9-113 inclusive, and hereby agrees to pledge Lot 1 Table Mountain Subdivision for the purposes of obtaining permanent financing for Table Mountain Living Community.

PASSED, APPROVED AND ADOPTED the 12th day of March 2024

The City of Lander
A Municipal Corporation

Attest:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on March 12, 2024 and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



Wyoming
Association of
Municipalities
Building Strong Communities

TO: **All Mayors**

FROM: Earla Checchi, Finance Manager

SUBJECT: **Voting Delegates for the 2024 WAM Summer Convention**

DATE: February 26, 2024

We are requesting that your municipality's governing body appoint its **Official Voting Delegate** and **alternate** to WAM's Summer Convention Business Meeting, held Thursday, June 6, 2024, in Pinedale. Items that your Voting Delegate will be voting on may include By-law changes, Resolutions, Membership Dues. **Any** individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the **only one allowed to vote** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and email, mail, or fax it to WAM by Friday, May 24, 2024. We appreciate your cooperation and prompt action on this matter to ensure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the conference at the last moment, you may re-appoint someone else. For this change to be accepted we do need the change **in writing**. You may send/fax it to the WAM office by **Friday, May 24** or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk **by Wednesday, June 5 before 12:00pm.** After that time, changes will not be accepted.

Please contact us with any questions.

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

WYOMING ASSOCIATION OF MUNICIPALITIES 2024 WAM SUMMER CONVENTION OFFICIAL VOTING DELEGATE FORM

The following person has been selected as the *Official Voting Delegate* for the 2024 WAM Summer Convention Business Meeting in Pinedale, Thursday, June 6, 2024.

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest: _____ (City/Town Clerk)

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN May 24, 2024.

315 West 27 Street, Cheyenne, WY 82001

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

Email to Earla Checchi at: checchi@wyomuni.org

2024-26 General Services RFP received		
Engineering Firms	Contact	email
WWC Engineering	Murry Schroeder	infolar@wwcengineering.com
DOWL	Kasey Jones	KJones@dowl.com
Engineering Associates	Lisa Malon	Lisa.Mallon@eaengineers.com
Strike Consulting Group	Andy Strike	AStrike@strike-cg.com
Ardurra	Wes Werbelow	wwerbelow@ardurra.com
HDR	Marcus Krall	Marcus.Krall@hdrinc.com
Stahly Engineering & Associates Inc.	Justin Lundvall	jlundvall@seaeng.com
Trihydro	Scott Lee	slee@trihydro.com
CEPI	Jared Fehringer	jared@cepi-casper.com
IME	Erich Hahn	ehahn@inberg-miller.com
Hamilton Land Surveying	Chris Hamilton	hamilton@wyoming.com
APEX Surveying	Tom Johnson	tjohnson@apexsurveying.com
Fremont Engineering and surveying	Dave Fehringer	fes@wyoming.com

2024-26 General Services RFP received		
Contractor/Vendor	Contact	email
Concrete		
Ellis Concrete	Don Ellis	ellisconcrete46@gmail.com
Plumbers		
Bernard Plumbing	Ryan Bernard	ryan@bernardplumbingwy.com
City Plumbing	Cory Clouser	cityplumbinglanderwyo@gmail.com
Bill Jones Plumbing	Bill Jones	choplisa@hotmail.com
HVAC		
Baker Heating & Air Conditioning Inc.	Kevin Baker	kbaker245@gmail.com
Sweetwater Aire	Wade White	office@sweetwateraire.com
Carpenters		
Heikkila Construction LLC	Jesse Heikkila	heikkilaconstruction@gmail.com
Phat Foam	Jason Redman	phatfoam@wyoming.com
CMBC	Curt Taufen	curt@cmbc.build
Electricians		
Fremont Electric	Phil McWain	fremontelectriclander@gmail.com
Boyle Electric	Dave Hess	dave@boyleelectric.net
Perfect Power	Darin Hubble	lauren@perfectpowerelectric.com
Phoenix Energy Corp	Luke Havens	Luke@phoenixenergycorp.org
Excavators/ streets		
Patrick Construction Inc.	Jeff Patrick	pci2@wyoming.com
Artery Construction, Inc	Joe Artery	arteryconstructioninc@gmail.com
Alexander Excavation	Robert Hatle	rhattle@aei-wyo.com
Precision Earthworks	Bridger Kimber	jkimber@bresnan.net
71 Construction	Dustin Welch	dwelch@71construction.com
Brodie Excavation	Jacob Brodie	brodieexcavationllc@gmail.com

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] ("Effective Date") between
City of Lander [] ("Owner") and
[] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[] ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: []

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall pay Engineer as set forth in Article 4.
- B. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer’s invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation. Engineer is responsible for the technical accuracy of all information that the Engineer chooses to use in order to complete the project as agreed upon.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner’s responsibilities or to Engineer’s scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. changes after the Effective Date to Owner-provided written policies or procedures.
- E. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- F. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.02 *Use of Documents*

- A. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations along with electronic versions in their original format of such documents as requested by the Owner.
- B. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer understands Owner has permission to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk.
- C. Engineer must get Owner's written permission to use any information created or gathered for this project for any other clients or other projects that are not for the Owner.

5.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit B. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit B. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- D. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit B. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit B will be supplemented to incorporate these requirements.

5.05 Suspension and Termination

- A. *Suspension:*
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon fourteen days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.05.B.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 5.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 5.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.02.

5.06 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 5.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Either party cannot refuse a request by the other party to request to assign, sublet, or transfer in order to avoid legal or financial responsibilities caused by professional negligence or damages caused by technical accuracy.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

5.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures in 5.08C or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 5.08.A, then either or both may invoke the procedures of 5.08C.
- C. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by an agreed upon Mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

5.09 *Indemnification*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

5.10 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer’s services or pertinent to Engineer’s performance under this Agreement. Upon Owner’s request, Engineer shall provide a copy of any such item to Owner at no additional cost.

5.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 6 – EXHIBITS AND SPECIAL PROVISIONS

6.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Insurance.

6.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

6.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

6.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.
 - 4.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Lander

Engineer:

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

240 Lincoln Street
 Lander, WY 82420

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Title: Mayor

Title: _____

Phone Number: 307-332-2870
E-Mail Address: _____

Phone Number: _____
E-Mail Address: _____

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

- A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:
 - 1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
 - f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000

GENERAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of March 2024, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and PATRICK CONSTRUCTION, whose address is PO Box 926, Lander, Wyoming 82520, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to complete and provide services as described herein at such times and in such a manner as is required; and,

WHEREAS, the Contractor agrees to perform the services described herein upon the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Contractor as follows:

1. RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. SCOPE OF WORK. The Contractor shall provide the services as follows:
Work will be performed under the time and materials method in accordance with the attached fee schedule. Estimates or quotes may be requested, as appropriate, depending on the services required to complete the project. Larger projects may be accompanied by a specific task order and drawings.

Any other information or specifics relating to services to be provided by Contractor may be attached to this Agreement via Exhibit or Attached Article/Document. Additionally, the Contractor shall provide the following: management, supervision, labor, supplies, materials, equipment, and tools required to effectively, efficiently, and satisfactorily perform the contract services set forth herein, or any other Task Order attached to this Agreement. The work shall comply with codes and standards applicable to each type of work and as listed herein.

3. COMPENSATION. In consideration of the Contractor providing the above-described duties, the City agrees to pay to the Contractor Time and Materials in accordance to the attached fee schedule Exhibit A, payable to Contractor as follows: Invoices must be submitted by the 25th of the month in order to be processed for payment at the next regularly scheduled City Council meeting which occurs on the second Tuesday of each month

4. RELATIONSHIP BETWEEN PARTIES. Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers' compensation or unemployment insurance. The Contractor shall pay all of their own taxes on compensation paid to the Contractor pursuant to this Agreement.
5. LIABILITY. The work to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.
6. INSURANCE. Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City's reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
7. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
8. DURATION. This Agreement shall commence on the 12th day of March 2024. This Agreement shall continue in full force and effect until the 31st day of December 2026. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
9. WORK SCHEDULE REQUIREMENTS. Services shall be provided and completed within a reasonable time or as specified in the Scope of Work. The City shall be notified in writing of any damage, accidents, or other related incidents that occur during the time services are provided.
10. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES. Unless otherwise agreed to herein, the Contractor shall be required to furnish any and all labor, subcontractor services, supplies, tools, and equipment to complete the work described in this contract.

11. SUBCONTRACTORS. In the event the Contractor is required or desires to retain subcontractors, the Contractor shall be solely responsible for any and all services and payment of said Subcontractors. Additionally, the Contractor shall indemnify and hold the City harmless from any current or future claims from a Subcontractor against the Contractor.
12. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
13. PROTECTION AND DAMAGE. The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.
14. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
15. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2020.

THE CITY OF LANDER,
a Municipality

BY: _____
MONTE RICHARDSON, Mayor

ATTEST:

TAMI HITSHEW, City Clerk

CONTRACTOR:

BY: _____
SIGNATURE

PRINT NAME

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that:

Paul J. Ebbert and Nancy G. Ebbert, are the owners of the real property described as follows:

A parcel of land located in the NW¼NW¼, Section 13, Township 33 North, Range 100 West, 6th P.M., Fremont County, Wyoming. Beginning at the northwest corner of said Section 13; thence S. 00°48'51" E. 1336.78 feet to the southwest corner of the NW¼NW¼, of said Section 13; thence N. 89°08'33" E. along the south line of said NW¼NW¼, 1048.28 feet; thence N. 00°23'00" W. 100.07 feet; thence S. 89°04'36" W., 603.82 feet; thence N. 00°51'04" W. 1236.89 feet to the north line of the NW¼NW¼ said Section 13; thence S. 89°12'32" W. along said north line, 444.42 feet to the point of beginning of this description.

As it appears on this plat it is with free consent, and in accordance with the desires of the undersigned owner; containing 15.04 acres, more or less; have by these presents laid out, platted, and subdivided the same into lots as shown hereon and designated the same as EBBERT SUBDIVISION, Fremont County, State of Wyoming; do hereby grant to the public a thirty foot (30') road and utility easement, and do also reserve perpetual public easements for the installation of utilities and for irrigation and drainage facilities, as are laid out and designated on this plat. The dedication of the road or roads on this plat in no way obligates the Fremont County Commissioners to maintain such roads according to the requirements of the Fremont County Subdivision Regulations.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

EXECUTED this ____ day of _____, 2024

Paul J. Ebbert

Nancy G. Ebbert

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing dedication was acknowledged before me by Paul J. Ebbert and Nancy G. Ebbert this ____ day of _____, 2024.

By: _____

Witness my hand and official seal

My commission expires _____

COUNTY PLANNING COMMISSION CERTIFICATE:

This plat approved by the Fremont County Planning Commission on this ____ day of _____, 2024.

Chairman

COUNTY COMMISSIONER'S CERTIFICATE:

This plat of EBBERT SUBDIVISION, Fremont County, State of Wyoming is hereby approved by the Board of County Commissioners of Fremont County, Wyoming this ____ day of _____, 2024 for filing with the Clerk and Recorder of Fremont County subject to the provision that approval in no way obligates Fremont County for financing or constructing any of the improvements on lands, streets easements or other public or common areas. Dated this ____ day of _____, 2024.

Chairman

Witness my hand and seal of the County of Fremont this ____ day of _____, 2023.

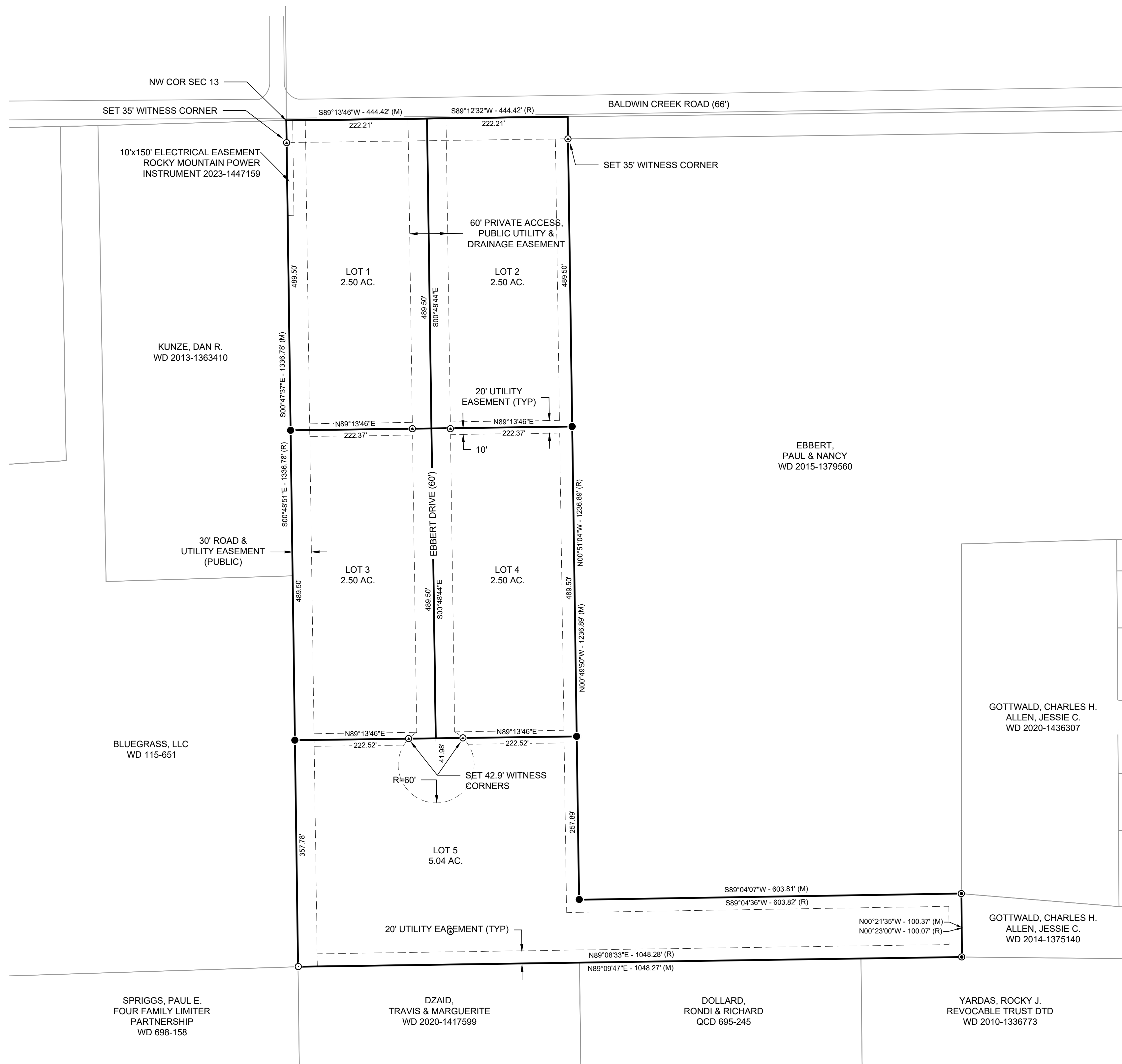
ATTEST: _____
County Clerk and Recorder



427 LINCOLN ST., STE 1
LANDER, WY 82520

307.206.1007 | FREMONTSURVEYING.COM

February 28, 2024_R3



GENERAL NOTES:

- No public maintenance of streets or roads are anticipated
No public water supply system is proposed.
State law does not recognize any riparian water right. You shall have no right to irrigation water flowing past or through this subdivision other than that which is specifically adjudicated or appropriated to your lot via the State Engineers Office or the State Board of Control.
No lot owner shall impede, obstruct, divert, or in any way pollute any irrigation on land within this subdivision.
Severe soil limitations may exist. Conditions may preclude conventional building practices and the use of conventional septic systems. Engineered small wastewater systems may be required.
A Twenty feet (20') Utility Easement is provided along all lot boundaries unless stipulated otherwise on this plat
The Bearings on this plat are based upon NAD83 West Central Zone of the Wyoming State Plane Coordinate System.
Riverton Valley Electric Association, Inc unto Pacific Power and Light Company instrument recorded March 24, 1966 in Book 63 of Misc., Page 14 is a blanket easement and unplotable.

CITY COUNCIL CERTIFICATE:

Approved by the City Council of Lander on this ____ day of _____, 2024.

Mayor

City Clerk

CITY PLANNING COMMISSION CERTIFICATE:

This plat approved by the City Of Lander Planning Commission on this ____ day of _____, 2024.

Chairman

CLERK OR RECORDERS CERTIFICATE:

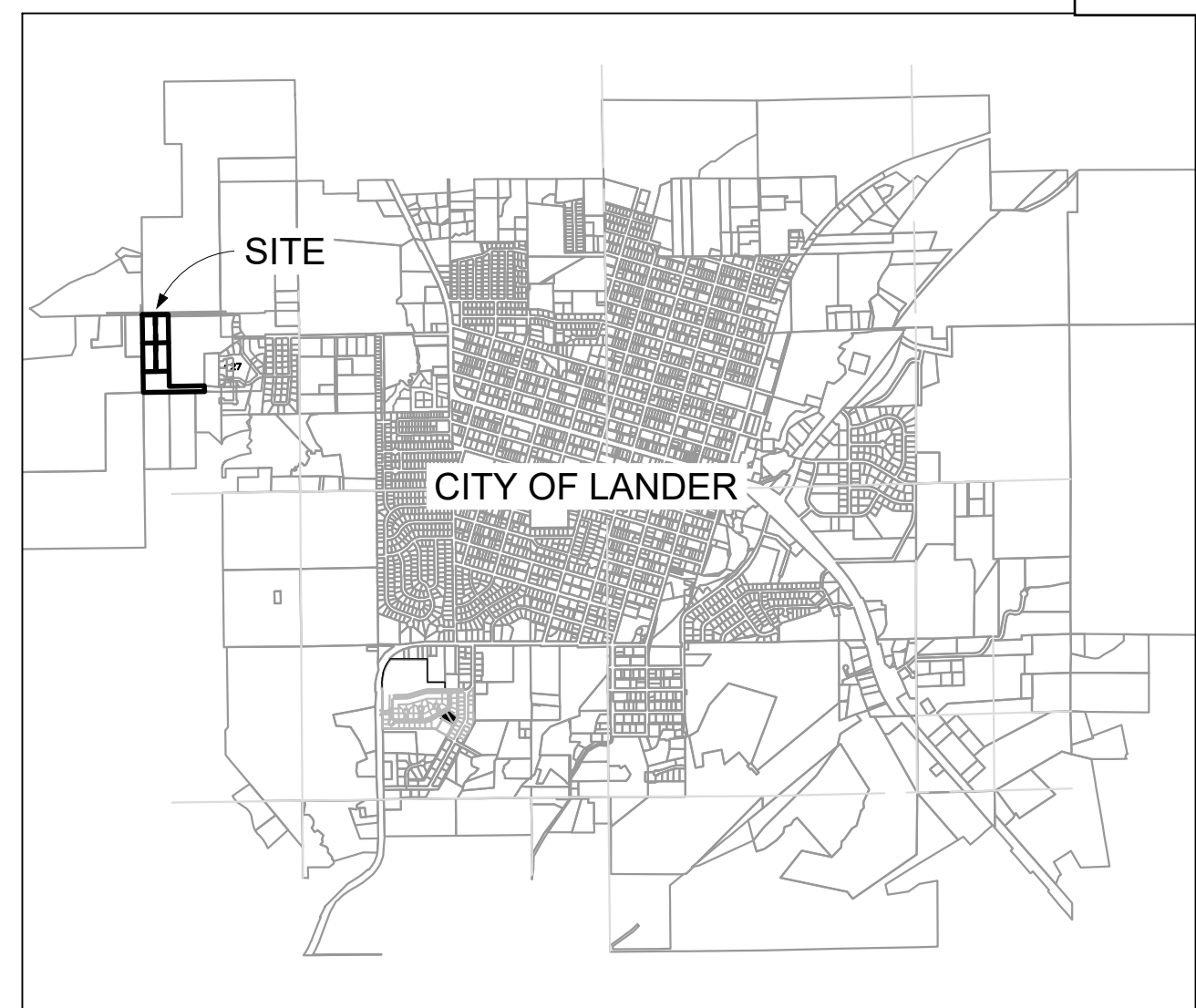
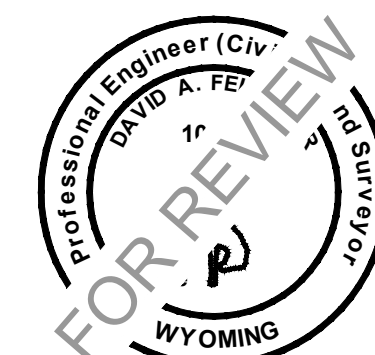
This plat was filed for record on the Office of the Clerk and Recorder at ____ o'clock ____M on the ____ day of _____, 2024 and is duly recorded in Plat Cabinet _____, Page _____, and as Document No _____

Clerk and recorder

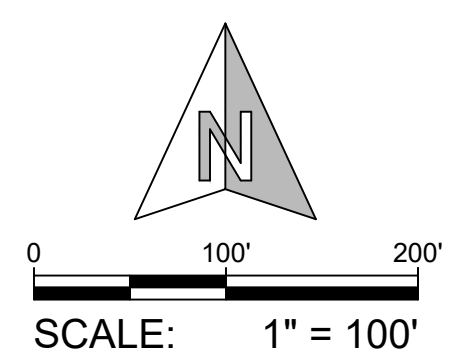
Deputy Clerk

CERTIFICATE OF SURVEYOR

I, David A. Fehringer, of Lander, Wyoming do hereby certify this plat of EBBERT SUBDIVISION in the county of Fremont, State of Wyoming, is laid out, platted, dedicated and shown hereon, and correctly shows the location and dimension of lots and easements and roads of said subdivision as the same are staked upon the ground, as acknowledged hereon.



VICINITY MAP
SCALE 1"=3000'



- LEGEND:
Found 3.5" Brass Cap PLSS Corner
Found 2" Property Corner
Set Witness Corner - 1-1/2" Aluminum cap marked PELS10052
Set Property Corner - 1-1/2" Aluminum cap marked PELS10052
Lot lines
Easements

IRRIGATION DEVELOPMENT & OPERATION PLAN:
LANDS WITHIN THIS SUBDIVISION HAVE ADJUDICATED RIGHTS under NORMAN DRAW through the BIG COTTONWOOD DITCH, with Appropriation of May 9, 1960 from Proof No. 27758, Certificate Record No. 67, Page 202 for 33.9 acres in the NW¼NW¼ of Section 13, T33N, R100W, 6th PM, Fremont County, WY
LOT 1 containing 1.5 acres
LOT 2 containing 1.5 acres
LOT 3 containing 1.5 acres
LOT 4 containing 1.5 acres
LOT 5 containing 4.0 acres

All lot owners are advised that a portion of irrigation rights within this subdivision replat are administered by the BIG COTTONWOOD DITCH COMPANY and may be assessed ditch company charges base upon irrigated acres within each lot.

Normal water delivery may fluctuate due to drought, weather, ditch maintenance, etc.

No lot may discharge water onto another lot except to drainage easements shown (and existing draws). Wyoming water law requires that any damage by one users water on the property on another creates a liability for the injuring party.

Final Plat
EBBERT SUBDIVISION
A SIMPLE SUBDIVISION
LOCATED IN
NW¼NW¼ SECTION 13,
T33N, R100W, 6th PM
FREMONT COUNTY, WY

Z:\PROJECTS\2023 PROJECTS\23-008-1979 BALDWIN CREEK - SHANE DICKINSON\DWG\1979 BALDWIN CREEK.DWG PLOT DATE:2024-02-28 USER:FES

2024 Write Off for Non-Payment

<u>Customer Number</u>	<u>Address</u>	<u>Amount</u>	<u>Final Date</u>
1103101	955 Cliff	251.38	12/2019
1407803	1320 Goodrich	214.49	8/2021
2400603	315 S 6th	357.42	9/2019
3204501	377 Canyon	136.03	1/2022
4108401	670 N 9 th	44.90	11/2019
4207552	1075 N 5 th	92.66	8/2019
4300547	545 Amoretti	61.56	4/2022
4304407	379 N 8 th	132.44	5/2021
4307403	660 Washakie	342.50	10/2020
4308307	816 Washakie	510.96	10/2021
5108505	865 N 2 nd	703.98	10/2022
5108605	887 N 2 nd	110.14	10/2022
5205704	102 Poor Farm	176.38	11/2022
7208802	1255 Main	122.14	6/2019
		<u>3,256.98</u>	

AGREEMENT

This Agreement, made and entered into the ___ day of _____, 2024, by and between the CITY OF LANDER, a municipal corporation, of Lander, Fremont County, Wyoming, hereinafter referred to as “Lessor”, and the LANDER SENIOR CITIZENS CENTER, INC., a non-profit corporation, with its principal office in Lander, Fremont County, Wyoming hereinafter referred to as “Lessee”;

WHEREAS, the Lessor owns certain real property within the corporate limits of the City of Lander, Fremont County, Wyoming, which more particularly described as follows:

Lot 1, Block 2, of the Carper Addition to the City of Lander, Fremont County, Wyoming.

Together with all buildings and improvements thereon; and said real property with funding for the construction of the building being derived from an optional capital facilities one cent sales tax to be used for the construction, maintenance and care of a senior citizens facility with the excess proceeds from said tax to be placed in an endowment fund for operation and maintenance of said senior citizen’s facility; and

WHEREAS, Lessee desires to lease the above-described property (hereinafter referred to as “Leased Premises”) for the use of its members as a Senior Citizens Center and for all other lawful purposes as set forth in Lessee’s Articles and By-Laws; which property Lessor agrees should be leased to Lessee for such purposes.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained to be faithfully kept and performed by the parties hereto, Lessor and Lessee do mutually agree as follows:

1. Lessor does hereby let and lease the above described premises to lessee for a period of two (2) years from and after this date, and for such periods of extension thereafter and upon such terms as hereinafter be set forth or as may hereafter be agreed by the parties, and the rental for the full two (2) year period of this lease shall be deemed to have been fully paid.
2. Lessee agrees to keep and maintain the building in good order and repair. Any upgrade to the condition of the premises, other improvements and major repairs thereto shall be at the discretion of the Lessee and paid for from the endowment fund as provided in the optional capital facilities one cent tax rate. Said endowment fund shall be managed by the Lessor. Any repairs or improvements shall be first approved by the City of Lander prior to being undertaken.
3. Lessor agrees to pay all sewer, water and utility charges against the property during the term of the lease and to insure the building against fire, windstorm or other casualties.
4. Lessor agrees to regularly maintain the facility parking area, which will include snow removal in accordance with the snow plow priority schedule, as well as asphalt maintenance,

repair, and striping. Lessor agrees that it shall clear the parking lot of the facility of snow and ice at Lessors' costs and shall have the same piled at a location on the parking lot designated by Lessor. When Lessor is able to do so, it shall remove the piled snow from the premises.

5. Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$1,000,000.00 each accident/occurrence for bodily injury and property damage in or near the Leased Premises. The City of Lander shall be listed as an additional insured on said policy. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the Leased Premises and personal property at or on the premises. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises.

6. Lessee shall prepare and provide Lessor a detailed annual budget during the City Budget Process on or before April 30th of each year. Additionally, Lessee shall provide or present an annual progress report to the City Council, which shall be filed with the City Clerk on or before December 31st of each year.

7. The parties, in making this Agreement, have entered into it with the hope and belief that the use of the facilities to be provided by the building shall be of great advantage and benefit to both the members of the Lander Senior Citizens Center, Inc., and the people of the City of Lander, and they pledge to each other that on all occasions, when and if questions arise concerning the true intent and meaning of this Agreement, they will endeavor to so treat each other as to give evidence of the highest good faith and the greatest consideration for each other, in order that unseemly and unfortunate differences may never develop between them, and they realizes that in return for the use of valuable lands and building, and for the payment of water, sewer , and insurance by the Lessor, the Lessor will get, as its return, only the use and benefit of the public as herein set forth.

8. The Lessee agrees that it will never make or undertake to make an assignment of this Lease or a sub-lease, or an arrangement of any kind contemplating a continuous use of the facility by third persons or parties for any commercial purposes, without the consent of Lessor which consent may be granted or denied in the sole discretion of Lessor. However, this restriction shall not prevent letting the facilities from time to time to persons, firms, corporations, clubs and associations for use along the lines and for the purposes hereinabove set forth, and, in no case, in contravention thereof.

9. The Lessee does hereby covenant and agree to indemnify and hold harmless the Lessor and Lander City Council members, employees and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said Leased Premises; or from all fines, suits, claims, demands and actions of any kind and

nature by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of the facilities hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property. Such indemnification shall include any and all costs to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above.

10. The Lessee shall allow the Lessor's authorized representatives to access the demised premises at all reasonable hours to examine and inspect the premises for purposes necessary, incidental to, or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

11. The Lessee shall have the right to renew and extend this Lease for additional periods of two (2) years from and after the expiration of the primary term of any extension thereof upon such terms and conditions as may be agreed upon by the parties at that time, by giving to the Lessor written notice not less than six (6) months before the expiration of the primary term hereof or any extension thereof.

12. This Lease Agreement may be terminated by Lessor at any time that Lessor may so desire, with or without cause. Said notice must be provided in writing Ninety (90) days prior to termination, and shall be delivered to Lessee at the address set forth above.

13. Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Lessee shall have no further claim, right, title, or interest in and to any of the leasehold improvements installed by it under this lease. Provided, however, Lessee may remove all personal property located within the demised premises that was acquired and/or funded by Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this ____ day of _____, 2024.

LESSOR:

THE CITY OF LANDER,
A Municipal Corporation

BY: _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

LESSEE:

LANDER SENIOR CITIZENS CENTER,
INC.,

BY: _____
Board Chair

ATTEST:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Monte Richardson, Mayor, of the City of Lander, Wyoming, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Rachelle Fontaine, City Clerk, of the City of Lander, Wyoming, this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by _____ and _____, of Lander Senior Citizens Center, Inc., this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by _____ and _____, of Lander Senior Citizens Center, Inc., this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My Commission Expires:

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____, 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and GUARDIAN FLIGHT, Inc., of 10888 South 300 West, South Jordan, UT 84095 and qualified to transact business in Wyoming pursuant to WS Section 17-16-1501, hereinafter referred to as “Lessee”.

RECITALS

WHEREAS, the Lessor owns and operates the Lander Municipal Airport in Lander, Fremont County, Wyoming, and located thereon is an old terminal building with office space; and,

WHEREAS, Lessee desires to lease office space from Lessor equaling approximately 850 total square feet.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the Lessor and the Lessee as follows:

Section I
Description of Premises

Lessor leases to Lessee an office in the old terminal building located at the Lander municipal airport, 1520 Rodeo Drive, Lander, Wyoming, consisting of approximately 850 square feet in the office. Lessee shall also have use of the parking lot in front of the terminal during the term of this lease. Lessee shall also occupy 1 office space in the back corner of the current terminal building for an office.

Section II
Term

The term of this Lease shall be for a period of five (5) years, commencing on January 1, 2024, and terminating on January 1, 2029. The parties may extend this lease thereafter by mutual written agreement of the parties to this lease and upon terms and conditions agreed to. Lessor retains the right to revise the terms of this lease at any time during the duration of the lease term and shall provide Lessor written notice of such intent within 30 days of intention to exercise this clause.

Section III
Rent

The Lessee shall pay to the Lessor for the use and occupancy of the office the sum of One thousand two hundred and seventy-five dollars and no/100 dollars (\$1,275.00) per month.

All payments shall be due and payable on the first day of each and every consecutive calendar month, in advance beginning January 1, 2024.

Section IV
Use of Premises

The premises leased herein shall be used only for the purposes of an office for Lessee. Lessee shall restrict its use to such purpose, and shall not use or permit the use of the premises for any other purpose, without the written consent of Lessor, which consent may be granted or withheld at Lessor’s discretion.

Section V
Waste, Nuisance, or Unlawful Activity

Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

Section VI

Utilities and Taxes

Lessor shall pay for the following utilities furnished and costs to the premises for the term of this Lease; to-wit:

1. Electricity;
2. Gas;
3. Reasonable garbage removable (office trash)
4. Water and sewer
5. Snow removal in order to allow Lessee access to the terminal.

Lessee shall be responsible for its Telephone expenses.

**Section VII
Repairs and Maintenance**

Lessee shall maintain the office and keep it in good repair at Lessee's expense. Lessee shall be responsible for all light bulbs after assuming its occupancy. Lessor shall be responsible for maintenance of water and sewer, except for repair necessitated by Lessee, its employees, or guests, negligence shall be borne by Lessee. Lessor shall also maintain the electrical system, except for repairs necessitated by Lessee its employees or guests, negligence which shall be borne by Lessee. Lessor shall also maintain the roof on the building.

**Section VIII
Delivery, Acceptance, and Surrender of Premises**

Lessor represents that the premises are in fit condition for use by Lessee. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term, or any renewal thereof, in the same condition as then Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed in the same condition as when received.

**Section IX
Partial Destruction of Premises**

Partial destruction of the leased premises shall not render this lease void or voidable, nor terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety (90) days of the partial destruction. Written notice of the intention of Lessor to repair shall be given to Lessee within ten (10) days after any partial destruction. Rent will be reduced proportionality to the extent to which the repair operations interfere with the business conducted on the premises by Lessee. If the repairs cannot be made within the time specified above Lessor shall have the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to Lessee as provided herein. If the repairs cannot be made in ninety (90) days, and if Lessor does not elect to make them within a reasonable time, either party shall have the option to terminate this lease.

Disputes between Lessor and Lessee in relation to provisions of this section shall be arbitrated. The parties shall each select an arbitrator, and the two arbitrators selected shall together select a third arbitrator. The three arbitrators shall determine the dispute, and their decisions shall be binding on the parties. The parties shall divide the cost of arbitration equally between them.

**Section X
Entry on Premises by Lessor**

Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repair, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place

movable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

Section XI
Signs, Awnings, and Marquees Installed by Lessee

Lessee shall be allowed to place one (1) sign on the outside of the premises advertising the business location. Lessee shall also be allowed to place one (1) sign near the airport entrance to direct clients to the premises. The latter sign shall be no larger than is reasonably necessary for such purpose.

Section XII
Non-Liability of Lessor for Damages

Lessor shall not be liable for liability of damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee during the term of this lease or any extension thereof. Lessee shall indemnify Lessor against all claims, demands, causes of action suites, or judgments, including expenses incurred in connection therewith, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the premises by Lessee, its agents, employees or invitees.

Section XIII
Assignment, Sublease, or License

Lessee shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except partners, agents and employees of Lessee to occupy the premises or any part thereof. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate the lease at the option of Lessor. The interest of Lessee in the lease is not assignable by operation of law without the written consent of Lessor, which consent may be granted or withheld at Lessor's sole discretion.

Section XIV
Breach

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every term and condition of this lease shall constitute a breach of this lease. Lessee shall have thirty (30) days after receipt of written notice from Lessor of any breach to correct the condition specified in the notice, and if the corrections cannot be made within the thirty day period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessor within then (10) days after receipt of the notice.

Section XV
Remedies of Lessor for Breach by Lessee

Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this Lease Agreement and fails to make corrections as set forth in Section XIV:

1. Lessor may re-enter the premises immediately and remove the property and personal of lessee, store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee.
2. After re-entry, Lessor may terminate the lease on giving thirty (30) days written notice of termination to Lessee. Without such notice, re-entry will not terminate the lease. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

3. After re-entering , Lessor may relet the premises or any part thereof for any term without terminating the lease, at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises. The duties and liability of the parties if the premises are relet as provided herein shall be as follows:

- a) In addition to Lessee’s liability to Lessor for breach of the lease, Lessee shall be liable for all expenses of reletting and repairs made, and for the difference between the rent received by Lessor under the new Lease Agreement and rent installments that are due for the same period under this lease.
- b) Lessor at its option shall have the right to apply the rent received from reletting the premises (1) to reduce Lessee’s indebtedness to Lessor under the lease, not including indebtedness for rent. (2) to expenses of the reletting and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for herein and during any rent installment period, are less than rent payable for the corresponding installment period under the lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may at any time after such period and before the end of that period. Lessor may at any time after such reletting terminate the lease for the breach on which Lessor based the re-entry and relet the premises.

Section XVI
Attorney’s Fees

If either party files an action to enforce any agreement contained in this lease, or for breach of any convent or condition, the losing party shall pay the prevailing party’s reasonable attorney’s fees for the services of their attorney in the action, all fees to be fixed by the court.

Section XVII
Sovereign Immunity

The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Lease. Further the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Lease, available to it pursuant to Wyo. Stat. § 1-39-104 (a) and all other state law.

IN WITNESS WHEREOF, the parties have executed this lease this ____ day of _____, 2024.

THE CITY OF LANDER,
A municipal corporation, Lessor

BY: _____
MAYOR

ATTEST

CITY CLERK

Lessee

BY: _____

ATTEST

EXHIBIT 1
To the Lander Master Plan
Professional Services Agreement

February 15, 2024

RaJean Strube Fossen
City of Lander, Wyoming
rsfossen@landerwyoming.org

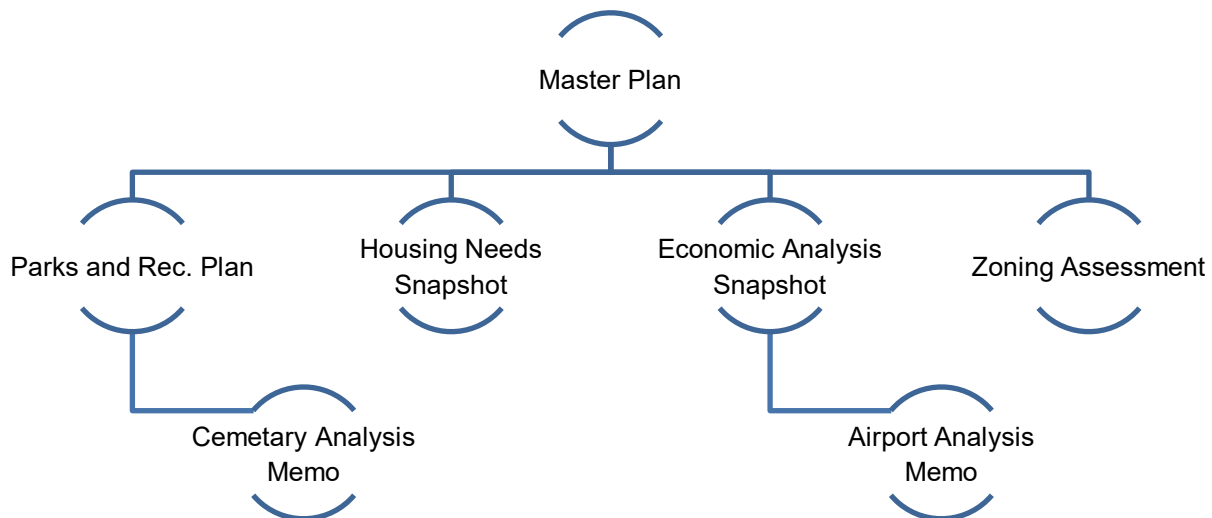
Re: Final Scope and Breakdown – Lander Master Plan and Specialty Studies

Dear Ms. Fossen:

Following our coordination discussion on January 16, 2024, our team has prepared the following revised scope of work, schedule, and budget. We understand the City is interested in developing and completing the following elements as part of this effort.

1. A holistic Master Plan update
2. A Parks and Recreation Plan
 - a. A separate cemetery best practices analysis memo
3. A housing needs analysis snapshot
4. An economic analysis snapshot
 - a. A separate airport management best practices analysis memo
5. A zoning assessment

As introduced in our proposal for the Master Plan, we suggest a **workbook style Master Plan** that is tailored towards a five-to-ten-year horizon and structured as the primary planning document for the community comprised of approximately 20 to 30 pages. The additional studies and plans reflected in the list above and illustrated below serve as appendices to the Master Plan that can be updated independent of the Master Plan and work in tandem with the Master Plan’s action plan section.



Budget Breakdown

For the primary project elements, we anticipate the following budget allocations which may be shifted between the elements during the progression of the project. The total project budget and breakdown are a result of our targeted engagement and plan development approach included at the end of this letter, reflective of our initial proposal to the RFP. Deviations from this approach during the process could result in the need for additional budget.

The total budget for the primary project elements is \$130,000. This does not include any project contingency, which in this case we would suggest considering a five percent contingency as a you-pick-it budget item. This “you-pick-it” line item is only used if directed by the City for additional work or analysis that is identified during the process by City staff or officials. This could include grant writing support during the process to move identified strategies and action items into implementation.

- Master Plan = \$52,500
- Housing Needs Snapshot = \$15,000
- Economic Analysis Snapshot = \$12,500
- Zoning Assessment = \$7,500
- Parks and Recreation Plan = \$42,500

Optional study elements separate from the primary budget breakdown above. Based on our understanding of the work as identified in the Overview section below, we anticipate the following budgets.

- Airport Best Practices Memo = \$13,000
- Cemetery Best Practices Memo = \$7,500

Overview of Project Elements

**note scope of work is included as Exhibit 1*

Lander Master Plan

The updated Master Plan will be structured to include the overarching goals and vision of the community; snapshots of the core community planning themes that are identified through community engagement; and an implementation plan that includes a strategic action plan matrix and up to three detailed implementation strategies per theme of the plan. This approach will allow the Master Plan to serve as a guiding document for the community that can be reviewed and updated in five to ten years and inform the specialty studies that are part of this effort and future community efforts. The planning effort will help establish a series of overarching vision and values that guide the community through critical decision points ahead. Our team will work with the City to update the Future Land Use Map, identify policies, capital improvement needs, code adjustments, programs and additional planning steps needed to implement the vision through our strategic 3P2C exercise with City leadership.

Extensive public engagement and outreach is conducted as part of the Master Plan element to inform the other primary project elements. We anticipate that most of the necessary GIS data needed for this effort is currently available from the City. If there are large gaps that require extensive GIS data creation, further discussions will need to take place to understand if this impacts the overall budget.

Housing Needs Analysis Snapshot

The analysis will be a brief five-to-ten-page standalone report providing the community with current calculations and an overview of existing housing market gaps and strategies for consideration. The analysis includes the preliminary review of the current housing market conditions, analysis of data, sale history, and housing rental market, as well as an analysis of the demand for the number of for sale and

for rent units at different price points in the community. We believe in a right-sized data approach where data is used to help guide and inform decisions. Data will be targeted towards those areas that align with the goals and vision established through the Master Plan engagement activities with strategies being tied into the Master Plan's implementation chapter. We will work with the City to identify available and existing data used by the City and pull from a variety of sources including ESRI Business Analyst, regional and state level data, Census data, and online sources such as Zillow and Realtor.com. The snapshot will include recommendations on policies and program strategies to provide guidance on how to diversify housing opportunities to address local needs and interests of the community such as access to and attainable housing.

Economic Analysis Snapshot

Similar to the housing needs analysis, the economic snapshot will be a brief standalone report consisting of approximately five-to-ten pages. The snapshot will include an analysis of existing conditions and opportunities within the community. We will review existing tourism strategies and what opportunities exist in this sector of the economy. Our team will pull available data already used by the City and from a variety of data sources such as ESRI Business Analyst, regional and state level data, and Census data. The snapshot will incorporate analysis of local economic development trends as they relate to retail market conditions and employment sector opportunities. The economic snapshot will relate to and tie into the housing analysis snapshot as both snapshots support one another.

Zoning Assessment

Our team will review your current zoning and development regulations, excluding building and fire codes. This analysis will identify areas that may be misaligned from the community's vision and goals, as identified through our engagement efforts, and planning best practices. The assessment will be a snapshot format that will provide recommendations to guide the community into a formal regulation update process, separate from this effort. We anticipate conversations with staff throughout this process to align guidance with local context and need.

Parks and Recreation Plan

The plan will build from the engagement efforts conducted under the Master Plan process and run concurrent with the Master Plan. The Parks and Recreation Plan will dive into an existing conditions analysis of existing recreational amenities within the City, alignment with the goals and vision for parks and recreation within the community, and the development of action strategies that are implementable and realistic for the community. For this effort, we will review the current parks and recreational systems, with an eye toward identifying key opportunities and needs. If practical, we will look for opportunities to engage with local youth to help with the analysis which may include a walking audit or sidewalk/trails inventory exercise – depending on logistics and ability to coordinate with the schools and youth through the City.

Our recommendations for implementing your vision are part of our signature strategic 3P2C exercise with City leadership – similar in nature to the overall Master Plan process, but specific to Parks and Recreation. To help visualize potential improvements and amenities, our team will provide sketches and other visual means – specific number yet to be determined based on inventory and engagement discussions.

Optional – Airport Management Best Practices Memo

For this effort, we will work closely with Public Works staff to pull key takeaways from the Statewide Economic Assessment that provides information on the economic value the airport provides for the community. Building from this, we will research up to three case studies as best practices for similar sized

airport communities to cover management topics such as hanger fees, transportation or rental car checkout programs, considerations for fueling programs, and general tie-in to the Economic Analysis findings. The result will be a brief memo directed at the staff level.

Optional – Cemetery Best Practices Memo

Similar to the Airport Memo, this work will center around identifying current challenges or barriers with the local cemetery operations and rules, a review of up to three case studies and a summary of action items the City could consider as part of their cemetery operations. One of the primary topics of consideration is natural burial practices. This brief memo will also be directed at the staff level.

Approach

Our approach pulls from the preliminary approach included in our formal RFP proposal factoring in the various project elements discussed with staff. Some key takeaways of our approach include the following:

1. Compress most of the public engagement into our signature multi-day Bullseye Workshop series early in the process – anticipate for May 2024 before school is out.
2. Combine outreach and research efforts between the various project elements.
3. Staging deliverables from the project elements over the remainder of 2024 with a final project completion of December 2024.

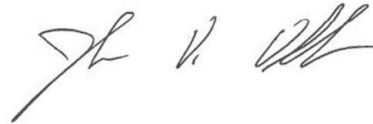
The full Scope of Work breakdown is included as Exhibit 1 to this letter.

We thank you for the opportunity to provide you with this final scope and breakdown. We look forward to collaborating with you on these exciting efforts.

Sincerely,
Ayres Associates Inc



Matthew J. Ashby, AICP CUD
VP of Development Services
AshbyM@AyresAssociates.com | 307.286.5825



Joshua D. Olhava, AICP, PCCP
Western Planning Lead
OlhavaJ@AyresAssociates.com | 970.893.1363

Attachments

- Attachment 1: Scope of Work – Lander Master Plan, Parks and Recreation Plan, and Specialty Studies

Attachment 1: Scope of Work

Lander Master Plan, Parks and Recreation Plan, and Specialty Studies

The following core task elements are revised and summarized from the Scope of Services provided in our RFP proposal.

Task 1. Kickoff and Project Management

- **Kickoff Meeting (virtual)**
 - Schedule overview.
 - Discussion on engagement strategies and tentative dates.
 - Project branding discussion.
 - Key staff for the different project elements for coordination.
- **Recurring Project Team Meetings (virtual)**
 - Monthly check-in meetings, as needed.
- **Project 101 and City Website Content**
 - Content development to help residents and stakeholders understand the “Why” behind the project and “How” they can be involved.
- **Public Engagement Strategy and Survey**
 - Identifying communication strategies, engagement activities for our signature bullseye workshop series, and the development of a community-wide survey.
- **Master Plan and Parks and Recreation Plan Outlines**
 - Develop and finalize the chapter content outline to maintain the schedule and budget.

Key Deliverables: Public Engagement Strategy, Project 101, Website Educational Content, Community Survey, Plan Outlines

Key Meetings: Kickoff Meeting, Project Team Meetings (*recurring*).

Task 2. Data Collection and Analysis

This task will help us evaluate the right data to guide the planning efforts and project elements and how we best want to showcase this information. This task and associated activities below will occur simultaneously and throughout all project elements.

- **Data Gathering**
 - Collaborate with local staff to collect existing plans, studies, or data needed to inform and guide the various project elements. Data sources will be confirmed with the City to ensure ‘like’ information is being conveyed to the community whether it be from the City or the plan.
 - This also includes our existing conditions analysis for the various project elements.
- **Analysis, Review, and Snapshot Content**
 - Key information will be reviewed and summarized to develop snapshots or “at-a-glance” content containing infographics and charts to help the community understand how this information guides the implementation strategies and various project elements.

Key Deliverables: Data Summary Review, Raw Data, Snapshot Content.

Task 3. Bullseye Workshop

Our signature multi-day Bullseye Workshop is an efficient means of gathering the community's hopes, dreams, and aspirations while staying rooted in local traditions and values. This is where we craft the vision and values, framework for the plan, and a path forward towards implementation.

- **Bullseye Workshop**
 - A series of engagement activities (*for all ages and abilities*) over the course of several on-site days to develop the direction and core content for the plan. Coordination efforts to include partnering with the local schools, host stakeholder and staff level discussions.
- **Vision & Values**
 - Attendees share their vision for the community using a variety of interactive and engaging activities such as real-time polling, social media stations or chalkboard testimonials, and our community visioning “Mad-Libs” exercise.
 - We develop core vision and value statements that serve as the foundation and organizing element of the plan into themes.
- **Community Framework**
 - Attendees help guide the overall growth framework of the community using fun and interactive activities such as our “5-Minute Master Plan” activity.
 - We will take these exercises and map the community-wide big ideas into the community framework map that will help guide the future land use map and the implementation strategies.
- **Implementation Roadmap**
 - Targeted to staff and local leaders who will be responsible for implementing the vision.
 - We generate an action matrix outlining key strategies grouped under similar plan themes or components.
 - During this time, the group will brainstorm potential action strategies and prioritization. The group will also identify 2-3 maximum implementation strategies per section or chapter from the plan elements for our team to develop detailed strategy write-ups.

Key Deliverables: Workshop Coordination, Advertising Flyers and Materials, Vision & Values Statements, Core Values Overview, Community Framework Map(s) (*Big Ideas and Final Framework*), Implementation Roadmap Activities.

Key Meetings: Multi-day Community Bullseye Workshop Series; Stakeholder Meetings (*as applicable*), Staff 3P2C Workshop.

Task 4. Master Plan Development

This exercise will occur throughout and lead to the overall Master Plan.

- **Draft Plan**
 - The draft Master Plan will be shared with City staff for review with comments compiled and sent back to our team to incorporate into the final version.
- **Final Draft Open House and Worksession Review**
 - We will work with City staff to schedule an afternoon/early evening community open house and joint Planning Commission and City Council Worksession to review and finalize the Master Plan.
- **Final Plan and Adoption**
 - Following the open house and joint Worksession, we will finalize the Master Plan and deliver to the City for adoption as digital files (.pdf and base design files).

- We will be present during the adoption meeting to answer any final questions before the final handoff.

Key Deliverables: Draft Plan, Final Draft Plan, Open House Materials, Worksession Presentation, Final Plan.

Key Meetings: Community Open House, Joint Worksession, Adoption Meeting (*tentative*).

Task 5. Parks and Recreation Plan Development

This exercise will occur throughout and run concurrent with the Master Plan process. We anticipate engagement efforts (*Bullseye Workshop Series*), review, and adoption meetings occurring simultaneously with the Master Plan items under Task 4.

- **Draft Plan**
 - The draft Parks and Recreation Plan will be shared with City staff for review with comments compiled and sent back to our team to incorporate into the final version.
- **Final Draft Open House and Worksession Review**
 - We will work with City staff to schedule an afternoon/early evening community open house to review and finalize the Parks and Recreation Plan.
- **Final Plan and Adoption**
 - Following the open house, we will finalize the Parks and Recreation Plan and deliver it to the City for adoption as digital files (.pdf and base design files).
 - We will be present during the adoption meeting to answer any final questions before the final handoff.

Key Deliverables: Draft Plan, Final Draft Plan, Open House Materials, Final Plan.

Key Meetings: (**note concurrent with Master Plan*) Community Open House, Joint Worksession, Adoption Meeting (*tentative*).

Task 6. Housing Assessment

The Housing Assessment will occur throughout the Master Plan process.

- **Draft Snapshot**
 - The draft snapshot will be shared with City staff for review with comments compiled and sent back to our team to incorporate into the final version.
- **Final Snapshot**
 - The final snapshot will be shared with the City as digital files (.pdf and base design files).

Key Deliverables: Draft Snapshot, Final Snapshot.

Key Meetings: Stakeholder and Staff Discussions (*anticipated to occur concurrently with Master Plan engagement efforts*).

Task 7. Economic Analysis

Similar to the Housing Assessment in Task 6, the Economic Analysis will occur throughout the Master Plan process.

- **Draft Snapshot**
 - The draft snapshot will be shared with City staff for review with comments compiled and sent back to our team to incorporate into the final version.

- **Final Snapshot**
 - The final snapshot will be shared with the City as digital files (.pdf and base design files).

Key Deliverables: Draft Snapshot, Final Snapshot.

Key Meetings: Stakeholder and Staff Discussions (*anticipated to occur concurrently with Master Plan engagement efforts*).

Task 8. Zoning Assessment

The zoning assessment will occur near the end of the Master Plan process and will be one of the final deliverables pulling from and informing the Master Plan implementation chapter.

- **Staff Insights**
 - We will set up a time to visit with City staff regarding the current regulations, what challenges exist, and areas that have either been considered in the past or should be considered moving forward.
- **Draft Assessment**
 - Our team will prepare a draft assessment for review by City staff. Comments need to be compiled and sent back to our team to incorporate into our final version.
 - If a virtual meeting is needed to discuss the various recommendations or City comments, our team will coordinate the meeting to confirm direction for the Final Assessment.
- **Final Assessment**
 - Following staff level discussions and review of the Draft Assessment, our team will prepare the final assessment document and deliver it to the City for internal use. This will be delivered as a digital file (.pdf).

Key Deliverables: Draft Assessment, Final Assessment.

Key Meetings: Staff Coordination Meeting, Staff Review Meeting, Staff Strategize Meeting (*if applicable*).

Bonus: 6- to 12-Month Post-Approval Check-In

As a courtesy, we will complete a virtual check-in meeting with staff between six months and one year from adoption. This will provide an opportunity for us to hear from staff about the overall progression in working through the implementation strategies, and for us to provide additional input or guidance to staff on the implementation strategies and using the plan.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of March 12, 2024, between City of Lander, 240 Lincoln Street, Lander, WY 82520 (OWNER) and Ayres Associates Inc, 214 W. Lincoln Way, Suite 22, Cheyenne, WY 82001 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for the 2024 City of Lander Master Plan project and supplemental studies, as described in Attachment A (hereinafter called the Project).


OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 3 pages.
- Attachment B - Period of Services, consisting of 1 page.
- Attachment C - Compensation and Payments, consisting of 4 pages (with Rates Appendix).
- Attachment D - Terms and Conditions, consisting of 3 pages.
- Attachment E - Insurance, consisting of 2 pages.
- Exhibit 1 – Detailed Scope of Services, consisting of 4 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between the OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

<u>City of Lander, Wyoming</u>		<u>Ayres Associates Inc</u>
OWNER		CONSULTANT
_____	(Signature)	
_____	(Typed Name)	<u>Matthew J. Ashby</u>
_____	(Title)	<u>Vice President of Development Services</u>
_____	(Date)	<u>March 12, 2024</u>

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated March 12, 2024, between City of Lander (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided in the "Final Scope and Breakdown" letter provided to the City on February 15, 2024 (attached as Exhibit 1 at the end of this Agreement). The main Project elements include the following.

- Master Plan Update
- Housing Needs Analysis Snapshot
- Economic Analysis Snapshot
- Zoning Assessment
- Parks and Recreation Plan
- Airport Management Best Practices Memo
- Cemetery Best Practices Memo
- 6- to 12-Month Post Approval Check-In (Bonus)

These Project elements run concurrently with one another and are divided through the following project tasks.

Task 1 - Kickoff & Project Management

- This task includes the project kickoff meeting (virtual), recurring project team meetings (virtual), development of informational materials and resources, branding, public engagement strategies, project deliverable outlines, and general project coordination throughout the process.

Task 2 - Data Collection & Analysis

- This task includes the core data collection and analysis for the various project elements. These efforts occur throughout and during the other project tasks.

Task 3 - Bullseye Workshop

- Our signature multi-day Bullseye Workshop is an efficient means of gathering the community's hopes, dreams, and aspirations while staying rooted in local traditions and values. This is where we craft the vision and values, framework for the plan, and a path forward towards plan development. The engagement series will include outreach and engagement for all of the various project elements and tasks listed in this Article 1.

Task 4 – Master Plan Development

- This task includes the formal drafting and review of the City's new Master Plan, as well as final plan formatting and action by the City.

Task 5 – Parks and Recreation Plan Development

- The efforts under Task 5 will occur throughout and run concurrent with the overall Master Plan process, including data analysis and outreach activities. This task includes the formal drafting and review of the new Parks and Recreation Plan, final plan formatting, and action by the City.

Task 6 - Housing Assessment Snapshot

- A standalone Housing Assessment will be provided as part of the overall effort in a succinct “snapshot” format. This document will expand on the current housing information and goals and policies recognized in the Master Plan outreach efforts to identify housing needs, policy recommendations, and strategies to encourage housing access in the City. This task is anticipated to run concurrently with the overall Master Plan efforts in Tasks 1-4 above.

Task 7 – Economic Analysis Snapshot

- Similar to the Housing Assessment in Task 6, the economic analysis will be developed in a “snapshot” format that supports and supplements the Master Plan. The snapshot will include an analysis of existing conditions and opportunities, tourism strategies, and general economic development efforts for the City. This task is also anticipated to run concurrently with the Master Plan and Housing Assessment in Tasks 1-4 and 6.

Task 8 – Zoning Assessment

- Efforts for the zoning assessment will occur near the end of the overall Master Plan process that includes conversations with staff, an analysis of existing zoning and development regulations, excluding building and fire codes. The assessment will be delivered in a memo format with identified barriers and suggested update approaches that align with the goals and actions of the Master Plan and accompanying studies.

Task 9 – Airport Management Best Practices Memo

- This task is associated with the Economic Analysis but focuses on strategies for airport management strategies related to hanger rents, transportation or rental car checkouts and fueling programs derived from an analysis of up to three case studies. The final deliverable is a memo highlighting the case studies and suggestions the City could consider.

Task 10 – Cemetery Best Practices Memo

- The last project element task is an analysis of common and current challenges or barriers with local cemetery operations and rules by looking at three case studies. One focus area is natural burials and what other are doing, as well as unforeseen challenges this may present. A summary memo will be provided to staff for operation/action item considerations.

ARTICLE 2 - ADDITIONAL SERVICES

No additional services identified at this time. Any overages agreed to by both parties will be billed out in accordance with the attached fee schedule.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT.

Designate a person to act as the OWNER's representative.

Provide existing City data, studies, and information to the CONSULTANT that support the Scope of Work and deliverables for the Project.

Help coordinate meetings and workshops including reserving a venue, assisting with emails and notifications through the OWNER'S official platforms as deemed appropriate.

Work collaboratively with the CONSULTANT by being available during public meetings to help answer City specific questions from community members.

Assist in facilitating the review of deliverables from the CONSULTANT with local staff and representatives as appropriate, consolidate review comments, and provide comments to CONSULTANT in a timely manner within agreed upon timeframes to avoid delays in the project timeline.

Recognizing and acknowledging that CONSULTANT'S services and expertise do not include the following services, provide, as required for the Project (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; and (2) Legal services with regard to issues pertaining to the Project as OWNER requires or CONSULTANT reasonably requests.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated March 12, 2024, between City of Lander (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment, subject to approval by the OWNER.

4.11 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days.

4.12 The proposed schedule for this project anticipates that work will commence timely following an executed contract and Notice to Proceed by the OWNER, assumed in April 2024. Final deliverables for the various Project parts will be produced throughout the process with completion anticipated by the end of the calendar year, or December 31, 2024. CONSULTANT understands the OWNER's fiscal year ends in June 2024 with a new fiscal year commencing in July 2024 and will work with the OWNER on budget alignments at that time.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated March 12, 2024, between City of Lander (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT’s independent professional associates and subconsultants, if any.

5.1.1.2 CONSULTANT’s Standard Hourly Rates and Reimbursements Schedule are attached to this Attachment C as Appendix 1, respectively.

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated but shall not exceed \$150,500.00 without prior approval by OWNER based on the following assumed distribution of compensation:

a. Master Plan	\$52,500.00
b. Housing Needs Snapshot	\$15,000.00
c. Economic Analysis Snapshot	\$12,500.00
d. Zoning Assessment	\$7,500.00
e. Parks and Recreation Plan	\$42,500.00
f. Airport Management Best Practices Memo	\$13,000.00
g. Cemetery Best Practices Memo	\$7,500.00

5.1.1.4 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

5.1.1.5 The total estimated compensation for CONSULTANT’s services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of CONSULTANT’s independent professional associates and subconsultants.

5.1.2 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.2.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT based on the rates set forth in Appendix 1 to this Attachment C.

5.1.3 Amounts Billed. The amounts billed for CONSULTANT’s services will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of CONSULTANT’s independent professional associates and subconsultants.

5.1.4 Annual Adjustments. The Standard Hourly Rates and Reimbursements Schedule may be adjusted annually (as of January), and the separate Reimbursable Expenses Schedule, if applicable, will be

adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT. The CONSULTANT will not exceed the total estimated compensation.

5.1.5 Other Provisions Concerning Compensation

5.1.5.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT.

5.1.5.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.5.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices within forty-five (45) days of receipt of an invoice subject to the total invoicing not exceeding the total compensation.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 6.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of

Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

APPENDIX 1 STANDARD HOURLY RATES AND REIMBURSEMENTS SCHEDULE

AYRES DEVELOPMENT SERVICES	
Billing Category	2024 Hourly Rates
Senior Specialist IV	\$250.00
Senior Specialist III	\$240.00
Senior Specialist II	\$230.00
Senior Specialist I	\$220.00
Senior Professional IV	\$210.00
Senior Professional III	\$195.00
Senior Professional II	\$185.00
Senior Professional I	\$175.00
Project Manager IV	\$165.00
Project Manager III	\$160.00
Project Manager II	\$155.00
Project Manager I	\$150.00
Project Professional V	\$145.00
Project Professional IV	\$140.00
Project Professional III/CAD Designer II	\$135.00
Project Professional II	\$130.00
Project Professional I	\$125.00
Junior Professional V/CAD Designer I	\$120.00
Junior Professional IV	\$115.00
Junior Professional III/Technician IV	\$110.00
Junior Professional II/Technician III	\$105.00
Junior Professional I/Graphic Designer/ Tech II	\$92.00
Administrator/Accounting/ Tech I	\$86.00
Admin Assistant/Intern	\$78.00

Reimbursements are at cost, unless otherwise specified and agreed to in writing. Mileage is calculated at the current IRS rate per mile.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated March 12, 2024, between City of Lander (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

6.2 Reuse of Documents

CONSULTANT retains the right to reference and use the final Project deliverables and branding materials in marketing efforts.

6.3 Electronic Files

6.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

6.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

6.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

6.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

6.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

6.7 Successors and Assigns

6.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 6.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

6.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

6.8 Dispute Resolution

6.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

6.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

6.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

6.10 Limitation of Professional Liability

OWNER agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount equal to the CONSULTANT's fee. In the event that OWNER does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving OWNER's written request prior to the start of CONSULTANT's services.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated March 12, 2024, between City of Lander (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - INSURANCE

7.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

7.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the contractual liability agreement contained within this Agreement.

7.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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7.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

7.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$	1,000,000
Aggregate:	\$	1,000,000

7.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.