	<b>CITY OF LANDER</b>		
	<b>REGULAR CITY COUNCIL MEETING</b>		
	Tuesday, April 09, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	<b>AGENDA</b>		

Join Zoom Meeting

<https://us06web.zoom.us/j/82197155866?pwd=JuT6rMH3rClyCUsuYH5jgRERdxZ9B9.1>

Meeting ID: 821 9715 5866

Passcode: 31924

**1. CALL TO ORDER**

- A. Pledge of Allegiance
- B. Roll Call

**2. APPROVAL OF AGENDA**

**3. COMMUNICATION FROM THE FLOOR**

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

- A. Public Comment

**4. MAYOR AND COUNCIL UPDATES**

**5. STAFF REPORTS**

**6. CONSENT AGENDA**

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

- A. Approve March 12, 2024, Regular City Council Meeting Minutes
- B. Approve March 26, 2024, City Council Work Session Minutes
- C. Approve Bills and Claims

**7. UNFINISHED BUSINESS (ACTION ITEMS)**

- A. Approve Second 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 Third 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.

- C. Approve Third 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.
- D. Approve Third 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.

## **8. NEW BUSINESS (NON-ACTION ITEMS)**

- A. Request for a Council Liaison to the LIFT committee

## **9. NEW BUSINESS (ACTION ITEMS)**

- A. Approve Fremont County Association of Government (FCAG) Memorandum of Understanding
- B. Approve Resolution 1328 Exempting Blocks One through Four of Main Street from the Open Container Provisions of City Ordinance 2-2-12 for the 2024 International Climber's Festival Art Crawl.
- C. Resolution 1329, Amending Resolution 1203 Authorizing the Housing Authority to proceed with TMLC Housing Project.
- D. Approve and authorize the Mayor to sign the License and Indemnification Agreement for the installation and maintenance of benches at the Fremont County Museum Board.
- E. Approve Minor Subdivision S 24.01 Original Town of Lander Block 35 partial replat
- F. Approve County Subdivision Plat CS 24.02 Sunflower Subdivision
- G. Approve job description for existing part-time police department records clerk position
- H. Accept the resignation of Tracy Rue from the Housing Authority
- I. Authorize the Mayor to sign the ARPA Grant Agreement Between State of Wyoming, Office of State Lands and Investments and City of Lander

## **10. EXECUTIVE SESSION**

- A. Potential litigation W.S. 16-4-405 (a)(iii)

## **11. ADJOURNMENT**

### **Upcoming Council Meetings:**

Regular Meetings:


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

6:00 PM Tuesday, June 11, 2024, City Council Chambers

Work Sessions:

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

6:00 PM Tuesday, May 28, 2024, City Council Chambers

	<b>CITY OF LANDER</b>		
	<b>REGULAR CITY COUNCIL MEETING</b>		
	Tuesday, March 12, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	<b>MINUTES</b>		

**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 Captain Kelly Waugh, 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**

Motion made by Councilmember Larsen to amend the agenda and remove #10 Executive Session and approve the agenda as amended, Seconded by Council President Cox. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

**3. PUBLIC 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.

- A. Opened hearing at 6:02 PM.
- B. Introduced and read by the City Clerk.
- C. Public comment: None.
- D. Closed hearing at 6:04 PM.

**4. COMMUNICATION FROM THE FLOOR**

A. Public Comment

Karen Wetzel addressed the Council concerning the Saturday convention and a resolution to remove Lander from Fremont County, as Lander has expressed a desire to be carbon neutral. They did resolve that as Fremont County has large chunks of oil and gas currently being extracted, the City of Lander should work towards its carbon-neutral position without the benefit of tax dollars. She raised a concern about the drag show that will be at the Arts Center on March 23<sup>rd</sup>. She inquired if parents would be there or required, as it is for ages 13 and older. In her opinion drag shows are adult entertainment and she would like this council to follow Montana and not allow drag performances in public schools, public libraries or anywhere with a child under the age of 18 years old.

Brett Johnson, Carol Harper, and Becky Kenyon from Riverton addressed the council and announced the establishment of a new 501 C (3), Fremont County Law Enforcement Foundation, to support law enforcement. Donations can be made on their website [www.fclef.org](http://www.fclef.org). There will be a Ballgowns and Badges Fundraiser raising funds for Fremont County law enforcement equipment.

**5. MAYOR AND COUNCIL UPDATES**

Councilmember White provided a Senior Center update and their request for a Mill Levy to be on the ballot for the Senior District.

Councilmember D Hahn thanked the Street Department for filling potholes and the Police Department for slowing people down.

Council President Cox provided an update on FCSD#1 and park rules on leased properties. She announced there will be a community resource meeting on April 4<sup>th</sup>.

Councilmember Stuble provided an update on the update Popo Agie Conservation District. She commented that there is a high interest in the next round of LIFT applications. She thanked the staff for organizing the well-attended community open house.

Mayor Richardson commented that the potholes are getting filled and good things are happening. The Lincoln Street Project is out to bid, and the planning for the Pig Roast mental health awareness event on July 19<sup>th</sup> and 20<sup>th</sup> is underway.

**6. STAFF REPORTS**

Assistant Public Works Director Hunter Roseberry informed the Council that several construction projects are starting. There will be a pre-bid meeting for Lincoln Street next week and the Ellis tank project is kicking off this week. There is a large state gymnastics meeting coming to town in March. He also commented that the frost depth is still deep, and people should keep the water running to avoid frozen pipes.

Assistant Mayor Rajeon Strube Fossen announced that the Table Mountain Living Community was awarded \$325,000 from MOVE. Both Riverton and Lander were approved to form a Senior District and be on the ballot. On April 8-12, a Federal Grant Training course will be conducted in Riverton sponsored by Cynthia Lummis and four city employees are attending.

**7. CONSENT 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

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 DEVELP 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 EQIPMENT 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 WHOLESALE CO. CONCESSIONS 106.06,TWEEDS WHOLESALE CO. CONCESSIONS 222.53,TRIHYRO 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,WALLER TECIA COMMUNITY CENTER MAINTENANCE 3500,WALLER TECIA BUILDING MAINTENANCE 1000,ROCKY MOUNTAIN POWER ELECTRICITY 19667.39,CHASE TRAVEL 906.47,WATER REFUNDS WATER REFUNDS 115.39,COMMUNITY CENTER REFUNDS 173.5,BLACK HILLS ENERGY GAS 11236.1,CENTRAL BANK & TRUST TRAVEL 613.76,MASTERCARD SUPPLIES 104.61,MASTERCARD SUPPLIES 227.96,MASTERCARD SUPPLIES 40,MASTERCARD TELEPHONE 898.71,MASTERCARD SUPPLIES 54.95,MASTERCARD SUPPLIES 229,MASTERCARD SUPPLIES 799.98,MASTERCARD SUPPLIES 20,MASTERCARD SUPPLIES 79.18,MASTERCARD HOUSEKEEPING SUPPLIES 1003.44,MASTERCARD PROFESSIONALS 199,MASTERCARD SUPPLIES 3.2,MASTERCARD VEHICLE REPAIR 20,MASTERCARD SUPPLIES 80,MASTERCARD TRAVEL 352.8,MASTERCARD SUPPLIES 46.1,MASTERCARD SUPPLIES 9,MASTERCARD SUPPLIES 718.11,MASTERCARD DUES 600,MASTERCARD REPAIRS 211.09,MASTERCARD SUPPLIES 26,MASTERCARD REPAIRS 426.07,MASTERCARD REPAIRS 16.99,MASTERCARD OPERATIONS AND MAINTENANCE 55.94,MASTERCARD OPERATIONS AND MAINTENANCE 83.86,MASTERCARD SUPPLIES/TOOLS & EQUIP 90.82,MASTERCARD FUEL 30.07,MASTERCARD NEW ASSETS 14.99,MASTERCARD BLDG GROUNDS MAINTENANCE 279.98,MASTERCARD SUPPLIES/TOOLS & EQUIP 427.9,MASTERCARD TRAVEL 10,MASTERCARD TUITION & REGISTRATION 375,MASTERCARD TRAVEL 236.7,MASTERCARD OPERATIONS AND MAINTENANCE 159.99,MASTERCARD SUPPLIES 661.85,MASTERCARD PROF AND CONSULTING 20,MASTERCARD TRAVEL 39.07,MASTERCARD SUPPLIES 97.52,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD OPERATIONS AND MAINTENANCE 25.96,MASTERCARD OPERATIONS AND MAINTENANCE 74.13,MASTERCARD OPERATIONS AND MAINTENANCE 44.97,MASTERCARD WW LAB/TESTING 319,MASTERCARD OPERATIONS AND MAINTENANCE 4.13,MASTERCARD OPERATIONS AND MAINTENANCE 47.97,MASTERCARD OPERATIONS AND MAINTENANCE 104.35,MASTERCARD WW LAB/TESTING 75,MASTERCARD OPERATIONS AND MAINTENANCE 28.49,MASTERCARD OPERATIONS AND MAINTENANCE 71.99,MASTERCARD OPERATIONS AND MAINTENANCE 55.88,MASTERCARD TRAVEL 33.52,MASTERCARD OPERATIONS AND MAINTENANCE 568.68,MASTERCARD OPERATIONS AND MAINTENANCE 59.37,MASTERCARD OPERATIONS AND MAINTENANCE 36.87,MASTERCARD OPERATIONS AND MAINTENANCE 59.89,MASTERCARD OPERATIONS AND MAINTENANCE 174.98,MASTERCARD OPERATIONS AND MAINTENANCE 47.49,MASTERCARD TUITION & REGISTRATION 100,MASTERCARD OPERATIONS AND MAINTENANCE 1059.45,MASTERCARD WW LAB/TESTING 180,MASTERCARD TUITION & REGISTRATION 156,MASTERCARD REPAIR & MAINATENANCE 42.89,MASTERCARD OPERATIONS AND MAINTENANCE 29.95,MASTERCARD OPERATIONS AND MAINTENANCE 73.75,MASTERCARD OPERATIONS AND MAINTENANCE 100.37,MASTERCARD OPERATIONS AND MAINTENANCE 342.81,MASTERCARD OPERATIONS AND MAINTENANCE 156.71,MASTERCARD TRAVEL 17.85,MASTERCARD TRAVEL 35.8,MASTERCARD INVESTIGATIVE FUNDS 1996,MASTERCARD SPECIAL PROGRAM 300,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 72.46,MASTERCARD OPERATIONS AND MAINTENANCE 39.55,MASTERCARD OPERATIONS AND MAINTENANCE 9.99,MASTERCARD OPERATIONS AND MAINTENANCE 5,MASTERCARD OPERATIONS AND MAINTENANCE 171.79,MASTERCARD OPERATIONS AND MAINTENANCE 5.2,MASTERCARD OPERATIONS AND MAINTENANCE 224.92,MASTERCARD OPERATIONS AND MAINTENANCE 967.32,MASTERCARD OPERATIONS AND MAINTENANCE 16.79,MASTERCARD SUPPLIES 96.58,MASTERCARD OPERATIONS AND MAINTENANCE 402.42,MASTERCARD OPERATIONS AND MAINTENANCE 39.57,MASTERCARD OPERATIONS AND MAINTENANCE 660,MASTERCARD OPERATIONS AND MAINTENANCE 195.41,MASTERCARD OPERATIONS AND MAINTENANCE 5.38,MASTERCARD OPERATIONS AND MAINTENANCE 35.66,MASTERCARD ADVERTISING 1876.25,MASTERCARD SUPPLIES 246.52,MASTERCARD BUILDING MAINTENANCE 270.87,MASTERCARD BUILDING MAINTENANCE 89.96,MASTERCARD BUILDING MAINTENANCE 17.98,MASTERCARD SUPPLIES 159.39,MASTERCARD FIREMEN CLOTHING ALLOWANCE 538.95,MASTERCARD BUILDING MAINTENANCE 1457.3,MASTERCARD SUPPLIES 129.98,MASTERCARD SUPPLIES 21.79,MASTERCARD UNIFORMS 567.08,MASTERCARD TRAINING 161.65,MASTERCARD FIREMEN CLOTHING ALLOWANCE 309.69,MASTERCARD BUILDING MAINTENANCE 111.72,MASTERCARD FIRE

EQUIPMENT MAINTENANCE 19.99,MASTERCARD BUILDING MAINTENANCE 554.76,MASTERCARD FIRE EQUIPMENT MAINTENANCE 26.99,MASTERCARD TUITION & REGISTRATION 136,MASTERCARD BUILDING MAINTENANCE 86.37,MASTERCARD TUITION & REGISTRATION 612.85,MASTERCARD COMMUNITY DEVELOPMENT 50,MASTERCARD SUPPLIES 125.75,MASTERCARD SUPPLIES 62.24,MASTERCARD TRAVEL 123.42,MASTERCARD TRAVEL 246.34,MASTERCARD SUPPLIES 11.99,MASTERCARD TRAVEL -13.47,MASTERCARD BUILDING MAINTENANCE 15.98,MASTERCARD REPAIRS 59.98,MASTERCARD TELEPHONE & INTERNET 1165.49,MASTERCARD BUILDING MAINTENANCE 2304.55,MASTERCARD PROF AND CONSULTING 195.96,MASTERCARD TELEPHONE & INTERNET 1755.98,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD WATER UTILITY BILLING 690.44,MASTERCARD TELEPHONE & INTERNET 1367.41,MASTERCARD PROF AND CONSULTING 1.29,MASTERCARD PROF. & TECHNICAL SERVICE 55,MASTERCARD UNIFORMS 16,MASTERCARD TOWING 130,MASTERCARD PROF. & TECHNICAL SERVICE 112,MASTERCARD SUPPLIES 106.37,MASTERCARD SUPPLIES 90.5,MASTERCARD POSTAGE 16.09,MASTERCARD INVESTIGATIVE FUNDS 38.94,MASTERCARD INVESTIGATIVE FUNDS 239.99,MASTERCARD INVESTIGATIVE FUNDS 169.58,MASTERCARD VEHICLE REPAIR 24.19,MASTERCARD VEHICLE REPAIR 811.2,MASTERCARD SHOP SUPPLIES 50,MASTERCARD SHOP SUPPLIES 110,MASTERCARD TOOLS & SHOP SUPPLIES 91.75,MASTERCARD TURF & GROUNDS MAINTENANCE 3111.49,MASTERCARD TOOLS & SHOP SUPPLIES 568.45,MASTERCARD FIRE EQUIPMENT MAINTENANCE 21.09,MASTERCARD TUITION & REGISTRATION 580,MASTERCARD TUITION & REGISTRATION 28.48,MASTERCARD WEAPONS AND TACTICAL SUPPLIES 2602.96,MASTERCARD UNIFORMS 284.85,MASTERCARD UNIFORMS 224.96,MASTERCARD VEHICLE REPAIR 22.44,MASTERCARD VEHICLE REPAIR 577.83,MASTERCARD TRAVEL -0.36,MASTERCARD SUPPLIES -2.4,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,ADVANCED HEATING INC. SHOP SUPPLIES 508,ALSCO LINENS 202.8,ALSCO LINENS 34,ALSCO LINENS 133.6,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 449.8,B & T FIRE EXTINGUISHERS BUILDING MAINTENANCE 391.5,BADGER ENTERPRISES OPERATION/ MAINTENANCE STREETS 4875,BADGER METER INC METER REPLACEMENT 325.1,BLEACHERS INTERNATIONAL NEW ASSETS 9890,BRADFORD SUPPLY COMPANY OPERATIONS AND MAINTENANCE 171.44,BRODIE EXCAVATION LLC OPERATION/ MAINTENANCE STREETS 1485,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 1917.3,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 1943.8,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 1087.06,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 450.64,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 1439.19,CENTURY LINK TELEPHONE & INTERNET 1585.1,CHILD DEVELOPMENT SVCS ECONOMIC DEVELP PROJECTS 3776.36,CIVIL AIR PATROL MAGAZINE WYOMING WINGS COMMUNITY DEVELOPMENT 305,DORSETT TECHNOLOGIES INC OPERATIONS AND MAINTENANCE 275.18,DOWL TRANSPORTATION 5097.97,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 230,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 425,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 2528.87,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 463.92,FLEX SHARE BENEFITS FLEX SHARE FEES 258.6,FREMONT CO SOLID WASTE DISPOS WW-OPERATIONS & MAINTENANCE 25.8,FREMONT CO SOLID WASTE DISPOS WW-OPERATIONS & MAINTENANCE 18.6,FREMONT MOTOR COMPANY VEHICLE REPAIR 78.61,FREMONT MOTOR COMPANY VEHICLE REPAIR 580.62,FREMONT MOTOR COMPANY VEHICLE REPAIR -503.83,FRONT RANGE FIRE APPARATUS LTD VEHICLE REPAIR 1308.61,FRONT RANGE FIRE APPARATUS LTD VEHICLE REPAIR 210.55,GOBLE SAMPSON ASSOC OPERATIONS AND MAINTENANCE 3502,HACH COMPANY TREATMENT PLANT LAB EQUIPMENT 443,HACH COMPANY OPERATIONS AND MAINTENANCE 3176,HOMETOWN OIL OPERATIONS AND MAINTENANCE 399,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 5838.75,HDR ENGINEERING INC PROF AND CONSULTING 2320,HDR ENGINEERING INC PROF AND CONSULTING 2335,HDR ENGINEERING INC PROF AND CONSULTING 3071.25,HSI WORKPLACE COMPLIANCE SOLUTIONS INC SAFE. EQUIP. & BARRICADE 11421.59,INQUIREHIRE EMPLOYEE SCREENING 161.1,KLEEN PIPE LLC VIDEO & CLEANING 4325.55,LANDER CHAMBER OF COMMERCE COMMUNITY DEVELOPMENT 75,LAWSON PRODUCTS SHOP SUPPLIES 222.5,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 1911.77,LANDER GOLF & COUNTRY CLUB COMMUNITY PROGRAMS 43500,LONG BUILDING TECHNOLOGIES COMMUNITY CENTER MAINTENANCE 1228.5,LONG BUILDING TECHNOLOGIES COMMUNITY CENTER MAINTENANCE 4952.63,LONG BUILDING TECHNOLOGIES COMMUNITY CENTER MAINTENANCE 726.38,MASA EMPLOYEE BENEFIT 228,MARKS SUPPLY REPAIRS 1956.25,MOUNTAIN WEST TOWING VEHICLE REPAIR 718.5,NORCO INC SHOP SUPPLIES 49.28,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 22.5,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 50.5,PERFECT POWER INC MAIN STREET REPAIR 10675.33,PHAT FOAM INSULATION LLC BUILDING MAINTENANCE 1462.5,PIRATE PROPANE OPERATION/ MAINTENANCE STREETS 84,PIRATE PROPANE OPERATION/ MAINTENANCE STREETS 112.21,PLAINS FLOOR & WINDOW COVERING MISC OTHER 7157.28,RAMAKER & ASSOCIATES PROF. & TECHNICAL SERVICE 1200,RDO EQUIPMENT CO VEHICLE REPAIR 81.8,RDO EQUIPMENT CO VEHICLE REPAIR 888.15,REWORX PROF. & TECHNICAL SERVICE 7080,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 4948.25,STRIKE CONSULTING GROUP PROF AND CONSULTING 15148.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 870,STRIKE CONSULTING GROUP PROF AND CONSULTING 693.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 10877.5,"SUMMIT WEST CPA GROUP, P.C." PROF FEES COMPUTER 1518.21,SWEETWATER AIRE OPERATIONS AND MAINTENANCE 1520.1,TEAM LABORATORY CHEM LLC STREET REPAIRS 1114.5,TRIHYDRO PROF AND CONSULTING 443.8,TWEEDS WHOLESALE CO. CONCESSIONS 42.95,WALLER TECIA COMMUNITY CENTER MAINTENANCE 4500,WESTERN LAW ASSOCIATES PROFESSIONALS 2222.79,WILD MOUNTAIN PAINTING REPAIRS 90,WILD MOUNTAIN PAINTING COMMUNITY CENTER MAINTENANCE 875,WILEY DESIGNS ADVERTISING 200,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 13697.5,WILLIAM H SMITH & ASSOC PROF AND CONSULTING

2094.5,WWC ENGINEERING PROJECT COST - WELLS AT WTP 11405.3,WIND HOSTING PROF AND CONSULTING 50,WYOGLOSS LLC ECONOMIC DEVELP PROJECTS 26320.93,AMERICAN LEGION POST 33 SLIENT AUCTION/DONATION 800,FREMONT COUNTY TREASURER PRISONER CARE 3850,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18751.41,WHITING LAW PC GENERAL ATTORNEY 710,WYDOT SUPPLIES 4,WYDOT - FINANCIAL SERVICES FUEL 12234.73,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 618.75,ADELLE SIMON PROGRAM REGISTRATION 420, PART TIME MUNICIPAL COURT WAGES 1161.00.

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

**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.

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

- B. Approve Third Reading of Ordinance 2024-3 annexation and zoning of a portion of a lot at 710 Robbie’s View.

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

- 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.

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

- 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.

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

- 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.

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

- F. Untable Resolution 1321, 1322 and 1323 Concerning Park Rules.

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.

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

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

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

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.

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

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



DISCUSSION: Councilmember J Hahn inquired about the alcohol situation. Council President Cox commented that the City should proceed as usual regarding the properties leased from the School District and come back with changes during lease negotiations in June 2024.

Councilmember White moved to amend Resolution 1323 and remove North Park from Resolution 1323, Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

Councilmember Stuble moved to approve Resolution 1323 as amended, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

- J. Approve Resolution 1327- NORTH Park, softball field revised rules in Accordance with City Ordinance 2023-3.

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

DISCUSSION: Councilmember Cox inquired about the title not containing softball fields. Discussion ensued concerning Resolution 1327 containing the same as the other park rules resolutions.

Council President Cox moved to amend Resolution 1327 to mirror and replicate the same language found in Resolutions 1323, 1322, and 1321 and include softball as well as soccer. Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

Motion made by Council President Cox to approve Resolution 1327 as amended, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

**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

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

- B. Approve and Authorize the Mayor to sign the Second Amendment to the Wind River Visitors Council Joint Powers Agreement

Helen Wilson, Wind River Visitors Council addressed the Council. The two requested changes to the Joint Powers Agreement are to the budget approval process. There is a proposed change from unanimous approval as the length of time to achieve all the approvals results in a loss of dollars. The second proposed change is to clarify the budget amendment process as it is not currently specified. Discussion ensued concerning the issue, the concerns, problems, and potential fixes. This topic may need to be revisited once all the participating entities have commented.

Mayor called for motion. No motion was made, and the topic died for lack of a motion.

- C. Resolution 1326 to authorize the replacement of the bleachers at the Little League field at City Park

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.

- D. Award bid for four Dodge Durango AWD Pursuit Vehicles E0224 to Fremont Motors in the total amount of \$165,732.00.

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

- E. Authorize Resolution 1325 Encumbrance of Lot 1 Table Mountain Subdivision

Motion made by Councilmember White, Seconded by Councilmember Stuble.

DISCUSSION: Question from Council President Cox concerning an operator. Vetter Living Services was an operator; however, Vetter has now declined. Discussion ensued concerning staffing, liabilities, and construction.

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

F. Vote on WAM voting delegation

Council discussion ensued. Mayor Richardson volunteered to be the delegate as he will be attending the summer WAM convention. Council President Cox will be the alternate voting delegate.

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.

G. Authorize the Mayor to sign individual 2024-26 General Services contracts with 31 vendors that met the requirements of the RFP.

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

H. Approve County Subdivision CS 24.01 Ebbert Subdivision

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.

I. Approve 2024 Utility Write-Offs for Non-Payment

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

J. Authorize Mayor to sign a renewal lease for Lander Senior Center

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

K. Approve and authorize the Mayor to sign the Guardian Flight Lease

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.

L. Authorize the Mayor to Sign the Agreement for Services with Ayers Associates to produce the 2024 Master Plan

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

**11. ADJOURNMENT**

Motion made by Councilmember Stuble, Seconded by Councilmember White. 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 7:40 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.

	<b>CITY OF LANDER</b>		
	<b>CITY COUNCIL WORK SESSION MEETING</b>		
	Tuesday, March 26, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	<b>MINUTES</b>		

COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. STAFF PRESENT: Chief Peters, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Clerk Rachelle Fontaine.

**1. MAYOR AND COUNCIL UPDATES**

Councilmember Larsen informed the Council that the rodeo is working hard to be ready for July. The state gymnastics meet was very impressive. The Fly-In will be on August 24, 2024. They have close to \$12,000 dedicated to the Fly-In with half of the amount coming from private individuals. They are hoping the city will donate \$2,000-\$3,000 in fuel.

Councilmember White echoed the thank you to city crews. She provided a Planning Commission update. There is a workshop tomorrow being offered by the Equality State Policy Center and Wyoming Tax Facts as a recap of the property tax-related bills in this season's session.

Councilmember D Hahn thanked the City crews again for fixing potholes and redoing them after weather deterioration.

Council President Cox provided an FCSD#1 update. A community resource meeting is scheduled on April 4, 2024, which is an opportunity for providers to discuss resources, barriers and work together as a collective effort. LEDA is still discussing a potential full-time or part-time employee. LEDA partners with Wyoming Outdoor Weekend which will be in May.

Councilmember Stuble provided an EE Task Force update. Kara Colovich will be transitioning away. Councilmember Stuble expressed her deep gratitude to Kara for her service. The task force identified a Smart Water grant that might help the golf course pumps.

Councilmember J Hahn commented that he spoke with a business owner on Wilson Drive and wondered if the alley could be graded out.

Mayor Richardson commented that the Lincoln Street Project bid is due this week. The is City working hard.

**2. STAFF REPORTS**

Chief Peters informed the Council that at the next meeting there will be a job description for a part-time records clerk. This position already exists and is in the budget, but due to increased activity and more paperwork and after approval of the description we intend to advertise the position and fill it. A Lander Detective is leaving to go to DCI. The internal process closed today for filling the detective position from within the department. We have advertised for a lateral (already certified) patrol officer and have had several applications. The increased officer presence has been dramatic. Activity in the department is up 122 percent. The department focused on Main Street to decrease crashes. Overall calls are down 12 percent, crashes are down 47 percent and shoplifting is down 47 percent as well. Discussion ensued concerning legislative changes in Delta 8 and 9.

City Treasurer Charri Lara reminded the Council that the budget Work Session will be on April 23, 2024. The bid specs for the street sweepers need to go through the EPA, but hopefully, we will get those specs back so they can go out for bid soon as well.

City Clerk Rachelle Fontaine is working with the police department in the hiring process, as well as advertising for seasonal summer positions. The low-income water utility discount renewal applications were sent out and are starting to be returned.

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

A. Karen Wetzel Environment Discussion

Janelle Hahn addressed the Council and cautioned against fearmongering in environmental discussions, advocating for a more scientific approach to climate policy. She referenced Dr. Wallace Manheimer's condemnation of net zero policies and criticized the climate industrial complex. Several examples of failed or problematic renewable energy initiatives were presented, including non-functional electric buses, disliked wind turbines, and unethical mining practices for solar and EV batteries.

Karen Wetzel addressed to Council concerning Wyoming's climate and scientific proof and evidence that there is no real climate change concern in Wyoming or the United States. She referenced a report by the CO2 Coalition, arguing against the existence of a climate crisis in Wyoming and the United States, and disputing the effectiveness and necessity of reducing CO2 emissions. She reported on the recent County Convention and the discussions held on the legal possibility of reorganizing Fremont County and removing Lander from Fremont County due to its environmental policies. The process and requirements for organizing new counties in Wyoming were outlined, including population and taxable property criteria. She invited the Council to attend a viewing of the 2024 Senate Ag hearing discussing the climate. She stated that the Council's failure to attend would result in a lack of trust to run the city. She stated that the Council is not following the will of the people and the Constitution of the United States in many instances, and they will find a way to have Council removed.

Kathi Avril expressed her frustration with green energy promotion as it has no science behind it. She criticized the City Council for promoting green energy without scientific backing, alleging that such policies could harm Lander's economy and betray the community's trust. She stated that some members of this City Council are derelict in their duty to perform due diligence in educating themselves so they can make informed decisions on matters that impact Lander. She discussed the goal of the Marxist climate and viral terrorists to destroy capitalism by destroying fossil fuels. She also discussed the Fremont County Republic Party's resolution to exclude Lander from Fremont County. She called for those City Councilmembers who are committed to dragging Lander into the green wasteland to do the right thing for the entire community and step down or commit to educating themselves about real climate science.

Mayor Richardson commented that the City's policies are aimed at addressing City building energy efficiencies and aging mechanical systems. The City spends \$16,000 on natural gas, \$15,000 on electricity, and \$36,000 on town and streetlights per month.

B. Tim Nichols FCAG MOU

Tim Nichols FCAG administrator addressed the Council and a discussion ensued concerning improving public support for economic development sales tax through fund reallocation. FCAG proposes redistributing 70% of funds to regain public confidence and support economic development, focusing on transportation and a more standardized distribution model. The recommendation includes a modified Memorandum of Understanding (MOU) to define fund allocation guardrails and specific uses to restore public confidence. Councilmember White expressed frustration over county financial decisions and proposed a different allocation of funds, emphasizing support for ambulance services and less for businesses. Discussion on the process and requirements for modifying the Memorandum of Understanding (MOU) related to ambulance service funding. It was clarified that any modification requires a majority agreement among the entities involved. The effective date and implementation of the modified MOU are contingent upon the passing of a sales tax in November. Concerns were raised about the county's alternative plans for funding ambulance services if the sales tax is not renewed. Inquiry about the timeline and process for considering substantive edits to the MOU, especially given that two municipalities have already approved the current language. Discussion ensued on the ideal timeline for the approval of the Memorandum of Understanding (MOU) by FCAG to ensure voters are informed about the use of funds well in advance of the ballot. Councilmembers discussed the possibility of changing the percentages outlined in the MOU for fund distribution and the need for a formal discussion on these changes. This topic will be revisited at the April 9, 2024, City Council Meeting.

C. Discussion concerning suggested refinements of eligibility guidelines for LIFT applications.

Councilmember White led the discussion concerning the need for continued refinements in the award of the economic development tax funds, acknowledging the challenges and diverse opinions on supporting for-profit vs. non-profit businesses and city funding. Refinements to the eligibility criteria were discussed, including preventing applicants from applying for the same

project multiple times to encourage diversity in applications. Debate on how funds should be allocated, including for wages, equipment, and direct operations, with a focus on sustainable economic development. The importance of community engagement and feedback in the economic development process was discussed, including the potential for using funds for community projects. The need for sharing success stories ('Cinderella stories') to highlight the positive impact of funded projects on the community. Discussion was held on improving the follow-up and assessment process of funded projects to ensure they meet their objectives. There was a suggestion for a council liaison to attend pitch nights. The majority of Councilmembers indicated they were in favor of further refinement to this process, and the suggested refinements should move forward.

**4. ADJOURNMENT**

Being no further business to come before the Council, the meeting was adjourned at 8: 21 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.

307 SECURITY SOLUTIONS	Golf Course Alarm Monitoring 4-2024 thru 3-202	296.16
Total 307 SECURITY SOLUTIONS (60):		296.16
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
ALSCO	Community Center Linens	172.83
ALSCO	Community Center Linens	364.92
ALSCO	Community Center Linens	34.00
ALSCO	Community Center Linens	333.33
Total ALSCO (917):		905.08
AMERICAN ROAD MAINTENANCE INC	Pay estimate 3 for seal coat and marking	5,920.02
Total AMERICAN ROAD MAINTENANCE INC (1412):		5,920.02
ARDURRA GROUP INC	New SRE for airport	1,011.64
ARDURRA GROUP INC	LND SRE Acquisition - Labor	240.00
ARDURRA GROUP INC	New SRE equipment	246.25
ARDURRA GROUP INC	NEW SRE for airport	2,218.75
ARDURRA GROUP INC	LND 2023 Pavement Maintenance - Labor	4,020.00
ARDURRA GROUP INC	LND 2023 Pavement Maintenance - Constructio	942.50
Total ARDURRA GROUP INC (1390):		8,679.14
BADGER METER INC	Beacon Mobile Hosting March 2024	325.30
Total BADGER METER INC (44):		325.30
BLEACHERS INTERNATIONAL	Bleachers Rodeo Grounds	9,890.00
Total BLEACHERS INTERNATIONAL (1422):		9,890.00
CENTURY LINK	Phone Bill March 2024	77.41
CENTURY LINK	Phone Bill March 2024	161.22
CENTURY LINK	Phone Bill March 2024	353.23
CENTURY LINK	Phone Bill March 2024	100.66
CENTURY LINK	Phone Bill March 2024	100.66
Total CENTURY LINK (99):		793.18
CHILD DEVELOPMENT SVCS	1/2 Recipient	12,489.39
Total CHILD DEVELOPMENT SVCS (1403):		12,489.39
CITY OF RIVERTON	Air transportation 1/2 cent	40,459.87
Total CITY OF RIVERTON (943):		40,459.87
CITY SERVICE VALCON	Jet fuel	26,582.37
Total CITY SERVICE VALCON (1146):		26,582.37
COMMUNICATION TECHNOLOGIES INC	Headsets for the Engine due to hard of hearing f	5,040.00
COMMUNICATION TECHNOLOGIES INC	Golf Course Radios	17,437.00

Total COMMUNICATION TECHNOLOGIES INC (116):		22,477.00
COMMUNITY CENTER REFUNDS	REFUND	300.00
COMMUNITY CENTER REFUNDS	REFUND	300.00
COMMUNITY CENTER REFUNDS	COMMUNITY CENTER DEPOSIT REFUND	300.00
Total COMMUNITY CENTER REFUNDS (1210):		900.00
COWBOY SUPPLY HOUSE	Cleaning Supplies	220.18
COWBOY SUPPLY HOUSE	Cleaning Supplies	37.34
Total COWBOY SUPPLY HOUSE (121):		257.52
DOWL	Work on CD23514 to be reimbursed by TAP gra	1,390.85
Total DOWL (147):		1,390.85
ECONO SIGNS	Sign parts	480.72
Total ECONO SIGNS (1159):		480.72
EMPLOYEE REIMBURSEMENTS	EMPLOYEE REIMBURSEMENT - FLIGHT	684.20
Total EMPLOYEE REIMBURSEMENTS (154):		684.20
FERGUSON ENTERPRISES INC	New stainless steel bolts for old sleeve valve re	1,741.25
FERGUSON ENTERPRISES INC	8" caps for smith field	456.63
Total FERGUSON ENTERPRISES INC (553):		2,197.88
FLEX SHARE BENEFITS	March 2024 Admin Fee	125.45
FLEX SHARE BENEFITS	March 2024 Admin Fee	125.45
FLEX SHARE BENEFITS	HRA - J. Hahn	1,000.00
Total FLEX SHARE BENEFITS (173):		1,250.90
FLOYD'S TRUCK CENTER WY	Transmission cooler lines	618.23
Total FLOYD'S TRUCK CENTER WY (646):		618.23
FREMONT COUNTY ASSN OF GOV	Ground Transportation	20,229.94
Total FREMONT COUNTY ASSN OF GOV (187):		20,229.94
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	18,232.83
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	518.58
FREMONT COUNTY TREASURER	JAIL BILL	3,685.00
Total FREMONT COUNTY TREASURER (190):		22,436.41
FREMONT MOTOR COMPANY	Windshield washer nozzle	101.60
Total FREMONT MOTOR COMPANY (194):		101.60
FRONT RANGE FIRE APPARATUS LTD	gauge	208.88
FRONT RANGE FIRE APPARATUS LTD	Master Drain Valve	456.57
Total FRONT RANGE FIRE APPARATUS LTD (196):		665.45

HAMMOND, CAMI	1/2 Recipient	1,725.00
HAMMOND, CAMI	1/2 Recipient	4,282.76
HAMMOND, CAMI	1/2 Recipient	1,500.00
HAMMOND, CAMI	1/2 Recipient	2,047.87
Total HAMMOND, CAMI (1416):		9,555.63
HASCO INDUSTRIAL SUPPLY	1 3/8 drill bits	234.80
Total HASCO INDUSTRIAL SUPPLY (218):		234.80
HDR ENGINEERING INC	Lander Sidewalks	30,000.00
HDR ENGINEERING INC	Construction Observation for Tank and Pump St	7,912.50
Total HDR ENGINEERING INC (994):		37,912.50
HEIKKILA CONSTRUCTION LLC	Labor to remodel LCCC closet	5,775.00
Total HEIKKILA CONSTRUCTION LLC (1424):		5,775.00
HOMETOWN OIL	15W40 Engine oil	799.00
Total HOMETOWN OIL (230):		799.00
JOE JOHNSON EQUIPMENT	Accumulator	1,103.67
Total JOE JOHNSON EQUIPMENT (1341):		1,103.67
L N CURTIS & SONS	Pair of brush pants - there is a credit so the 2nd	190.53
Total L N CURTIS & SONS (276):		190.53
LANDER CHAMBER OF COMMERCE	Chamber newsletter inserts for project informati	75.00
Total LANDER CHAMBER OF COMMERCE (282):		75.00
LAWSON PRODUCTS	Paint, Hardware, zip ties re stock	226.26
Total LAWSON PRODUCTS (305):		226.26
MARKEE ESCROW SERVICES, INC	Loan payoff	134,084.52
Total MARKEE ESCROW SERVICES, INC (1133):		134,084.52
MASA	MASA Renewal April 2024 - Richardson	228.00
Total MASA (1167):		228.00
MASTERCARD	Gun light for L13	341.05
MASTERCARD	Drill sharpener	149.95
MASTERCARD	Shop tools	62.70
MASTERCARD	Sewn patches on Waughs uniforms on 2-11-24	62.50
MASTERCARD	Supplies	20.00
MASTERCARD	spring workshop in Casper	25.00
MASTERCARD	Filters for dryer units on compressors	426.59
MASTERCARD	2 gal freezer bags for hockey equipment storag	4.21
MASTERCARD	trees for arbor day give away	286.70
MASTERCARD	water for public information open house	3.99
MASTERCARD	2nd set of Feb, BacT testing	60.00
MASTERCARD	Annual Fee	253.93



MASTERCARD	Gas At Walmart	54.80
MASTERCARD	Phones	25.76
MASTERCARD	Phones	113.92
MASTERCARD	Phones	219.36
MASTERCARD	Phones	249.48
MASTERCARD	Phones	290.19
MASTERCARD	1st set of March 2024 BacT Sampling	75.00
MASTERCARD	Supplies	239.92
MASTERCARD	Prof fees - LCCC	249.00
MASTERCARD	Oil Dry for Hangar	25.44
MASTERCARD	Storage	80.00
MASTERCARD	Spectrum - Fiber Feb2024	449.50
MASTERCARD	Spectrum - Fiber Feb2024	449.50
MASTERCARD	Shelving - LCCC	1,099.90
MASTERCARD	Test	240.00
MASTERCARD	Fallen officer Badge bands	12.12
MASTERCARD	Items for flag pole and phone extention	50.22
MASTERCARD	flash drives for records requests	36.80
MASTERCARD	Nitrile Gloves for Water Treatment Plant	91.16
MASTERCARD	safety lock wire .032 in. for sleeve valve rebuild	19.78
MASTERCARD	Replacement surge protector for office compute	19.99
MASTERCARD	micro sd cards for camera's at sewer ponds	43.78
MASTERCARD	Replacement belt buckles for Duty belts	26.70
MASTERCARD	Angled file folders for wall	81.94
MASTERCARD	Chair wheels	20.99
MASTERCARD	magna-trak metal detectors for wt 3 & 6	958.08
MASTERCARD	February newsletter inserts for Chamber	151.26
MASTERCARD	Business cards Capt Waugh	45.00
MASTERCARD	sched conf orders	143.71
MASTERCARD	Water Bills Feb2024	689.28
MASTERCARD	saws all with blades and jog pocket hole tool	415.31
MASTERCARD	Meal Ticket for National Fire Academy - Fire Ins	347.84
MASTERCARD	Oil for motor grader ice breaker	9.99
MASTERCARD	OFF FLOOR METAL URINAL FOR PARK UPP	2,616.11
MASTERCARD	Toner	122.89
MASTERCARD	Bentonite	10.75
MASTERCARD	2 cases of litter pick up bags	610.50
MASTERCARD	Replacement battery for generator	240.64
MASTERCARD	Wrong battery given to me exchanged for the rig	31.65-
MASTERCARD	Returned the battery core to carquest for money	27.00-
MASTERCARD	spark plug	7.18
MASTERCARD	AWS for Stacker	18.71
MASTERCARD	Supplies	40.00
MASTERCARD	replace 2 exit lights in parks building	75.24
MASTERCARD	work on exit lights in building	190.00
MASTERCARD	Wiring for new flow meters in the UV building	330.00
MASTERCARD	Education	138.00
MASTERCARD	Annual Fee	253.93
MASTERCARD	Education	499.00
MASTERCARD	Tools	27.41
MASTERCARD	Motel Room for Image Trend Training in Rawlin	107.00
MASTERCARD	Gas	45.61
MASTERCARD	Employee benefit	6.32
MASTERCARD	Storage	40.00
MASTERCARD	plastic eggs for Easter egg hunt 4 cases	596.00
MASTERCARD	labels	118.99
MASTERCARD	L1 and L2 Meals	52.95
MASTERCARD	ammonia and ph buffers	256.38
MASTERCARD	e-coli bottles	152.90
MASTERCARD	Lodging at the Holiday Inn Express in Casper,	238.00

MASTERCARD	2024 Annual Conf. Registration	249.50
MASTERCARD	2024 Annual Conf. Registration	249.50
MASTERCARD	new phone line and fasteners for metal hangar	13.48
MASTERCARD	WAMCAT classes	138.00
MASTERCARD	Training meal for burn building in Riverton all da	111.49
MASTERCARD	publication	2,899.00
MASTERCARD	3 Separate Virtual Courses - WAMCAT	207.00
MASTERCARD	Spectrum Phone Jan2024	11.57
MASTERCARD	Spectrum Phone Jan2024	114.01
MASTERCARD	Spectrum Phone Jan2024	129.98
MASTERCARD	Spectrum Phone Jan2024	129.99
MASTERCARD	Spectrum Phone Jan2024	129.99
MASTERCARD	Spectrum Phone Jan2024	129.99
MASTERCARD	Spectrum Phone Jan2024	129.99
MASTERCARD	Spectrum Phone Jan2024	129.99
MASTERCARD	Spectrum Phone Jan2024	259.98
MASTERCARD	WAM Lodging	649.70
MASTERCARD	WAM Travel	804.00
MASTERCARD	Meals L1 and L2 Riverton	40.43
MASTERCARD	Thank you for WRJC students - tree project	31.95
MASTERCARD	cleaner and wax for parks building floor	365.16
MASTERCARD	Light bulb end	4.13
MASTERCARD	Paper	671.88
MASTERCARD	Trash Removal FEB2024	150.27
MASTERCARD	Trash Removal FEB2024	157.36
MASTERCARD	Trash Removal FEB2024	171.60
MASTERCARD	Trash Removal FEB2024	721.38
MASTERCARD	Trash Removal FEB2024	977.00
MASTERCARD	DUI Task Force in Lander	51.94
MASTERCARD	Google Workspace Feb2024	745.31
MASTERCARD	Google Workspace Feb2024	745.32
MASTERCARD	Keys for LCCC and Airport	20.65
MASTERCARD	Travel	235.78
MASTERCARD	Supplies	23.67
MASTERCARD	security back up light battery and dish soap	36.88
MASTERCARD	replace door and lock on babe ruth announcers	788.42
MASTERCARD	batteries for main building exit lights hand soap	125.04
MASTERCARD	metal blades	26.99
MASTERCARD	door batteries, fasteners, misc supplies	40.53
MASTERCARD	WET test postage	141.75
MASTERCARD	Feb 2024 Wastewater Testing	319.00
MASTERCARD	1st Quarter TOC/Alkalinity Testing	173.00
MASTERCARD	Feb 2024 Wastewater Testing	319.00
MASTERCARD	Feb Wastewater Testing	319.00
MASTERCARD	Completed 2023 CCR Report	125.00
MASTERCARD	February Wastewater Testing	319.00
MASTERCARD	Cleaning of the Ansil Hood system.	575.00
MASTERCARD	base supplies for closet remodel	140.53
MASTERCARD	Fuel	54.57
MASTERCARD	Batteries tools	46.76
MASTERCARD	First tape - Christmas party prize did not get all	368.10
MASTERCARD	Printing fundraising brochure	88.50
MASTERCARD	Tools for Hunter's pickup to repair jobs	148.95
MASTERCARD	Tape 3 - final purchase showing all discounts, C	323.10
MASTERCARD	Hitch Pins for Motor Grader	264.56
MASTERCARD	40in breaker bar for sleeve valve rebuild	69.99
MASTERCARD	bolt's and washers	15.80
MASTERCARD	marking flags	89.94
MASTERCARD	Cutting and grinding wheels	27.38
MASTERCARD	Bubble level	5.49

MASTERCARD	shovel handles	35.98
MASTERCARD	Masking tape	13.68
MASTERCARD	No trespassing signs	4.58
MASTERCARD	Mice killer	29.97
MASTERCARD	utility blades	9.99
MASTERCARD	Spray paint for dump truck sides	68.91
MASTERCARD	Supplies	44.99
MASTERCARD	paid with card over phone ath.#63507Q	225.00
MASTERCARD	shop supplies	90.08
MASTERCARD	Power steering fluid	39.06
MASTERCARD	DEF fluid for the Loader	25.98
MASTERCARD	Front rotor's and pads	145.99
MASTERCARD	air brake line fitting	40.12
MASTERCARD	The invoice includes items such as an STT lam	39.89
MASTERCARD	Invoice description: Fitting non-chlorinated brak	189.98
MASTERCARD	Invoice: Fitting - Summary requested THIS IS A	40.12-
MASTERCARD	Invoice description for item on sale: 21-inch Tric	53.74
MASTERCARD	TLDR: Description on invoice: New CV axle.	132.80
MASTERCARD	TL;DR: Description of invoice item - Hood Lift S	84.34
MASTERCARD	Summarize invoice description: NAPA Legend P	212.19
MASTERCARD	Invoice description: S and D drill bit.	42.99
MASTERCARD	TLDR: 2-year warranty battery.	148.93
MASTERCARD	Invoice description: SCRW, SCRW - two screws	9.96
MASTERCARD	TLDR: Describe invoice: LIFT SUPPORT.	69.56
MASTERCARD	Summary: Invoice description is for hood lift sup	84.34-
MASTERCARD	TL;DR: Brief description of invoice item - circuit	147.36
MASTERCARD	Invoice description: NRC Radiator, NOE Autom	371.88
MASTERCARD	Invoice includes: bolts, nuts, and service charge	27.61
MASTERCARD	Glass cleaner	25.96
MASTERCARD	Summarize: Radiator service charge.	263.63
MASTERCARD	WCL L24-00552, L23-04144 and L23-04434	11.70
MASTERCARD	Safety wire pliers for sleeve valve rebuild	70.55
MASTERCARD	Light bulbs	109.98
MASTERCARD	Lumber for CONEX separation	236.86
MASTERCARD	battery, chain saw parts, gloves, supplies	442.25
MASTERCARD	Supplies - Muni Court	20.44
MASTERCARD	2"" plugs for 4"" CI caps	52.32
MASTERCARD	Supplies	77.52
MASTERCARD	APT Annual Conf. Flight	376.83
MASTERCARD	APT Annual Conf. Flight	376.84
MASTERCARD	PVC Primer	12.59
MASTERCARD	Marking flags	62.95
MASTERCARD	Final to close account	365.88
MASTERCARD	replace and rebuild corners on the hockey boar	1,218.50
MASTERCARD	Phone Charges Feb2024	877.99
MASTERCARD	Phone Charges Feb2024	877.99
MASTERCARD	Project information open house in March chamb	151.26
MASTERCARD	Norton security for L1	34.79
MASTERCARD	2nd tape - Full Refund for error in not giving all	368.10-
MASTERCARD	Tyler conference 2024	1,199.00
MASTERCARD	drain pan for sample sight	43.17
MASTERCARD	Strapping to hold pvc line on the wall	8.05
MASTERCARD	New key set for dan	11.66
MASTERCARD	32 gal trash can	24.29
MASTERCARD	Returned level sensors to Dorsett that wont wor	28.62
MASTERCARD	Maintenance, diagnostic, and battery replaceme	1,276.58

Total MASTERCARD (327): 42,082.67

MES ROCKY MOUNTAINS Air Sample for Fire Compressor 233.28

		233.28
Total MES ROCKY MOUNTAINS (336):		
MISC ONE TIME VENDOR	NON-CONFORMING REFUND	25.00
MISC ONE TIME VENDOR	TOBACCO CHECKS	130.00
Total MISC ONE TIME VENDOR (342):		
		155.00
MOTOROLA SOLUTIONS INC	Vehicle charger, desktop charger and wireless	744.79
Total MOTOROLA SOLUTIONS INC (1173):		
		744.79
MUNICIPAL EMERGENCY SERVICES	Firefighter year of service pins	2,028.41
Total MUNICIPAL EMERGENCY SERVICES (348):		
		2,028.41
NAPA AUTO PARTS - RIVERTON	Cap Nut	2.86
Total NAPA AUTO PARTS - RIVERTON (354):		
		2.86
NORCO INC	Flammable Cabinet	2,081.68
NORCO INC	Stoody welding rod	258.02
Total NORCO INC (364):		
		2,339.70
NORTHERN TRUCK EQUIPMENT CORP	Bolts for skid shoes on snow blower	52.68
NORTHERN TRUCK EQUIPMENT CORP	Parts for stock for snow blower	713.05
Total NORTHERN TRUCK EQUIPMENT CORP (1362):		
		765.73
NORTHWEST PIPE FITTINGS	pipe and fittings for hwy bore	7,888.18
NORTHWEST PIPE FITTINGS	pipe fittings for hwy bore	301.38
NORTHWEST PIPE FITTINGS	dr9 hdpe for hwy bore	2,318.40
NORTHWEST PIPE FITTINGS	copperhead bore tracer wire	154.97
Total NORTHWEST PIPE FITTINGS (369):		
		10,662.93
OFFICE OF STATE LANDS & INVEST	Loan Payment	50,000.00
OFFICE OF STATE LANDS & INVEST	Loan payment	100,000.00
Total OFFICE OF STATE LANDS & INVEST (372):		
		150,000.00
OVERHEAD DOOR COMPANY	Garage door service and replace one door open	498.49
Total OVERHEAD DOOR COMPANY (378):		
		498.49
PEAK WATER SERVICES LLC	Lift Station Pump & valves	10,379.30
Total PEAK WATER SERVICES LLC (1427):		
		10,379.30
PERFECT POWER INC	Golf Course Irrigation Controller Wiring	107.28
PERFECT POWER INC	Irrigation System Wiring	1,698.18
Total PERFECT POWER INC (762):		
		1,805.46
PHOENIX ENERGY CORP	remodel for storage closet at LCCC	3,930.36
Total PHOENIX ENERGY CORP (1426):		
		3,930.36
RAPID FIRE PROTECTION	City Hall Fire Alarm Monitoring	360.00

Total RAPID FIRE PROTECTION (1233):		360.00
RDO EQUIPMENT CO	Pay app 1 for loader and buckets	263,942.26
Total RDO EQUIPMENT CO (1414):		263,942.26
REWORX	See Invoice for description	2,850.00
REWORX	See Invoice for description	2,850.00
Total REWORX (1347):		5,700.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney	1,619.00
Total RIVER OAKS COMMUNICATIONS CORP (1402):		1,619.00
RIVERTON TIRE & OIL CO	Tires - Signed by Perry Johnson	1,680.00
RIVERTON TIRE & OIL CO	11R22.5 black hawk tires	1,450.88
Total RIVERTON TIRE & OIL CO (431):		3,130.88
ROCKY MOUNTAIN POWER	March 2024 Power Bill	4,459.22
ROCKY MOUNTAIN POWER	March 2024 Power Bill	398.81
ROCKY MOUNTAIN POWER	March 2024 Power Bill	1,654.59
ROCKY MOUNTAIN POWER	March 2024 Power Bill	3,959.53
ROCKY MOUNTAIN POWER	March 2024 Power Bill	995.61
ROCKY MOUNTAIN POWER	March 2024 Power Bill	387.31
ROCKY MOUNTAIN POWER	March 2024 Power Bill	4,899.06
ROCKY MOUNTAIN POWER	March 2024 Power Bill	3,132.82
Total ROCKY MOUNTAIN POWER (435):		19,886.95
SDI	Overcharged - installed smaller meter at 236 S.	495.00
Total SDI (806):		495.00
SHIRTS & MORE	sticker unit numbers	92.00
Total SHIRTS & MORE (458):		92.00
SIMPLIFILE	ACH Ordinance filing fee with County Clerk	28.50
Total SIMPLIFILE (1192):		28.50
STRIKE CONSULTING GROUP	2nd Street Bank Stabilization Engineering	616.25
STRIKE CONSULTING GROUP	McFarland Drive Engineering and Construction	11,340.00
STRIKE CONSULTING GROUP	Help with Trujillo land issues	1,117.50
STRIKE CONSULTING GROUP	FEMA Closeout	878.75
Total STRIKE CONSULTING GROUP (1112):		13,952.50
SUMMIT WEST CPA GROUP P.C.	IT Services March 2024	125.00
SUMMIT WEST CPA GROUP P.C.	IT Services March 2024	125.00
Total SUMMIT WEST CPA GROUP P.C. (1328):		250.00
SWEETWATER AIRE	Sweetwater Aire fixed the HVAC unit for the che	2,173.98
SWEETWATER AIRE	Sweetwater Aire came up to work on the heatin	1,143.02
SWEETWATER AIRE	Fix heater in the SRE hangar	194.58

Total SWEETWATER AIRE (484):		3,511.58
THATCHER COMPANY	Pup of Chlorine	9,111.41
THATCHER COMPANY	Lead of Aluminum Sulfate	11,039.08
Total THATCHER COMPANY (498):		20,150.49
USA BLUE BOOK	freeze plates	251.40
Total USA BLUE BOOK (532):		251.40
VELASQUEZ, LIANA	1/2 Recipient	810.00
Total VELASQUEZ, LIANA (1423):		810.00
WALLER, TECIA	Maintenance at LCCC and City Hall	3,500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
Total WALLER, TECIA (1333):		4,500.00
WAM - WCCA	Final Community Center Loan pymt	568.63
Total WAM - WCCA (546):		568.63
WAMCO LAB INC.	toxicity test	2,300.00
Total WAMCO LAB INC. (548):		2,300.00
WATER REFUNDS	REFUND - WATER	183.60
WATER REFUNDS	REFUND - WATER	59.43
WATER REFUNDS	REFUND - WATER	61.60
Total WATER REFUNDS (552):		304.63
WESTERN LAW ASSOCIATES	Services March 2024	2,887.18
Total WESTERN LAW ASSOCIATES (559):		2,887.18
WESTERN STATES FIRE PROTECTION	Repair of Community Center system	1,550.00
Total WESTERN STATES FIRE PROTECTION (1406):		1,550.00
WHITING LAW PC	Services - March 2024	680.00
Total WHITING LAW PC (564):		680.00
WILLIAM H SMITH & ASSOC	Lincoln Street	2,308.50
WILLIAM H SMITH & ASSOC	Baldwin Creek Engineering	10,585.50
WILLIAM H SMITH & ASSOC	Lincoln Street Bidding	3,102.50
Total WILLIAM H SMITH & ASSOC (1058):		15,996.50
WWC ENGINEERING	Wells Engineering - DEQ Process	1,637.45
Total WWC ENGINEERING (1326):		1,637.45
WYDOT - FINANCIAL SERVICES	WYDOT Fuel - March 2024	2,573.75
WYDOT - FINANCIAL SERVICES	WYDOT Fuel - March 2024	209.83

WYDOT - FINANCIAL SERVICES	WYDOT Fuel - March 2024	1,286.87
WYDOT - FINANCIAL SERVICES	WYDOT Fuel - March 2024	1,286.87
Total WYDOT - FINANCIAL SERVICES (606):		<u>5,357.32</u>
WYOGLOSS LLC	Windshield	517.89
Total WYOGLOSS LLC (1370):		<u>517.89</u>
WYOMING DEPT OF AGRICULTURE	Community Ctr Food License Renewal 2024	100.00
Total WYOMING DEPT OF AGRICULTURE (603):		<u>100.00</u>
WYOMING RENTS LLC	Loader rental	1,520.00
Total WYOMING RENTS LLC (782):		<u>1,520.00</u>
WYOMING RETIREMENT SYSTEM	Firefighter Retirement	618.75
Total WYOMING RETIREMENT SYSTEM (614):		<u>618.75</u>
Grand Totals:		<u><u>973,024.01</u></u>

Report GL Period Summary

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

Part time employee gross wages by department for the pay period 2/19/2024 – 3/18/2024

Municipal Court = \$981.00



March 29, 2024 Net Payroll

\$ 221,501.05

Transmittals

Aflac	\$	357.95
Child Support	\$	227.15
Colonial Life	\$	232.55
Payroll Taxes	\$	76,009.81
Fascorp - Deferred Comp	\$	7,265.00
FlexShare Benefits	\$	866.67
NCPERS - Prudential Life	\$	128.00
Trustmark Insurance Benefits	\$	394.65
WEBT - WY Educators Benefit Trust (Health Ins.)	\$	86,834.86
Workers Comp	\$	15,491.62
Wyoming Retirement System	\$	54,428.28

**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 March 12, 2024

PASSED ON SECOND READING \_\_\_\_\_

PASSED ON THIRD READING \_\_\_\_\_

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 14<sup>th</sup> 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

**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 4<sup>TH</sup> 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 27<sup>th</sup>, 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 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 .

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
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 67<sup>th</sup> 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

**Fremont County Sales Tax for Economic Development  
Memorandum of Understanding**

This Memorandum of Understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Fremont County ("County"), City of Riverton ("Riverton"), City of Lander ("Lander"), Town of Dubois ("Dubois"), Town of Shoshoni ("Shoshoni"), Town of Hudson ("Hudson"), and the Town of Pavillion ("Pavillion").

**RECITALS**

**WHEREAS**, W.S. §39-15-204(a)(vi) allows for an excise tax of up to one percent (1%) for economic development if approved by the electorate; and

**WHEREAS**, the proposition to approve an excise tax for the purpose of economic development was placed on the 2020 Primary Election ballot and approved by a majority of the qualified voters; and

**WHEREAS**, the proposition to renew the excise tax for the purpose of economic development will be placed on the 2024 General Election ballot

**WHEREAS**, the Economic Development shall be defined as "any project that retains or increases employment, and/or results in a net gain of money into the community"; and

**WHEREAS** thirty percent (30%) of the net proceeds of the tax shall be used to support transportation infrastructure such as commercial air service and ground transportation: the remaining seventy percent (70%) will be allocated to the County and 6 Municipalities based on population to manage and invest in economic development projects of their choosing; and

**WHEREAS**, if the proposed tax continuance is approved in the General Election November 5<sup>th</sup>, 2024, the tax will remain in effect, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2028; and

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

**WHEREAS**, the ballot verbiage is "Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax for economic development of one-half percent (1/2%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. Economic Development shall be defined as any project that retains or increased employment, and/or results in a net gain of money into the community. Thirty percent (30%) of the net proceeds of the tax shall be used to support transportation infrastructure such as commercial air service and ground transportation: the remaining seventy percent (70%) will be allocated to the County and 6 Municipalities based on population to manage and invest in economic development projects of their choosing. Economic Development projects on the Wind River Indian Reservation are eligible for county allocation. If passed, the tax shall become effective on January 1<sup>st</sup>, 2025, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2028."

**ARTICLE I  
PURPOSE**

Recognizing that economic development is important for the sustainability and growth of Fremont County, this MOU's purpose is to outline the best use of these sales tax funds for the benefits of its residents. While each municipality and the county may have different projects to best serve their citizens, the intent of this MOU is to provide guidelines so the tax collections can be efficiently and best used.

**ARTICLE II  
ADMINISTRATION**

1. Parties agree the sales tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for Economic Development purposes. The first 30% of sales tax collected will be used for transportation purposes as outlined below:
  - 1.1. Parties agree that 20% of the sales tax for economic development received will be distributed monthly to City of Riverton for commercial air service. Fremont county Air Service Team (FAST) will review options and make recommendations to the Riverton City Council for final approval.
  - 1.2. Parties agree that 10% of the sales tax for economic development received will be distributed monthly to Fremont County Association of Governments (FCAG) for ground transportation. Wind River Transit Authority (WRTA) and other ground transportation entities may submit proposals and recommendations to FCAG for approval and distribution of funds.
  - 1.3. Parties agree to provide a representative to FCAG or any Fremont County collaborative group for the evaluation and determination of the annual transportation portion of costs.
  
2. The allocation of the remaining 70% of the sales tax collected for economic development shall be determined based on population and distributed among the Parties. Each Party agrees to distribute their respective share of sales tax proceeds on a monthly basis in accordance with the guidelines outlined in Appendix A. Additionally, funds designated for commercial air service and ground transportation shall be distributed as detailed in Section 1 above. Proceeds designated for ambulance service and any potential entrepreneurship programs shall be allocated to the County for distribution.
  
3. For the implementation of economic development projects and programs, each party agrees to ensure that their Economic Development Organization (EDO) complies with a standardized structure established across all entities. This standardized structure shall include but is not limited to the following:
  - 3.1. Establishment of clear criteria for evaluating economic development project proposals, encompassing factors such as economic impact, job creation and retention, and net inflow of cash into the community.
  - 3.2. Formation of a transparent review process wherein submitted project proposals are thoroughly evaluated by the designated EDO, considering the established criteria, before recommendations are made to the respective governing bodies.
  - 3.3. Appointment of representatives to oversee the evaluation and determination of the annual transportation portion of costs in collaboration with Fremont County collaborative groups or the Fremont County Association of Governments (FCAG).  
Allocation of funds from the sales tax proceeds exclusively towards economic development initiatives within the community, ensuring adherence to the designated purpose of the tax.
  - 3.4. Collaboration with other municipalities or the County for joint projects or programs that benefit the greater Fremont County area, with the understanding that such collaborations must align with the standardized structure and serve the collective economic development goals of the region.
  
4. Parties shall not advance funds nor over-obligate project expenditures prior to receiving funds in the restricted line item.

- 5. Parties have the right to contribute and/or combine other funds (including grant awards) to acco projects.
- 6. Each party of this agreement shall have the right to spend their full distribution of sales tax for economic development purposes in their community. If their funds are not used or obligated to specific economic development projects by the general election in 2024, other parties of this agreement may apply to the governing body holding the unobligated funds for these funds to be used for economic development projects in other communities. Expenditures in each community shall be at the sole discretion of the community holding these funds. Collaboration is encouraged, and all parties agree the best use of these funds are for timely economic development projects within Fremont County.

**ARTICLE III  
DISPUTES**

Any controversy or claim arising out of, or relating to, this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with Wyoming Statute §1-43-101. Should mediation fail, the Member(s) may proceed with any/all legal avenues available under Wyoming or Federal Law.

**ARTICLE IV  
ENTIRE AGREEMENT**

The parties hereto agree this agreement represents the entire agreement of the parties and all prior negotiations, discussions and agreements have been incorporated herein.

**ARTICLE V  
GOVERNMENTAL PARTIES**

The parties do not waive sovereign or governmental immunity by entering into this Agreement. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

**ARTICLE VI  
EFFECTIVE DATE**

This Agreement becomes effective after the one-half percent (1/2%) Sales and Use Tax for Economic Development passes on the General Election Ballot on November 5, 2024. All parties will receive an executed copy of the MOU at that time, for their records.

**ARTICLE VII  
MODIFICATION**

No provision of this Agreement may be modified or altered solely by an individual party. Modifications must comply with Wyoming State statute and require notification to all parties, who shall have thirty (30) days to respond before a vote by all parties during an FCAG, or similar meeting. A majority vote by the parties will result in an adoption of the modification and will be effective thirty (30) days after the date upon which the vote is taken.

**ARTICLE VIII  
NO THIRD-PARTY BENEFICIARIES**

The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

Now therefore, the authorized representative of the Governing Body listed below executes this Memorandum of Understanding through signature below:

**Fremont County, Wyoming, by and through its  
Board of County Commissioners**

\_\_\_\_\_  
Larry Allen, Chairman

**ATTEST:**

\_\_\_\_\_

**City of Riverton, Wyoming**

\_\_\_\_\_  
Timothy Hancock, Mayor

**Town of Dubois, Wyoming**

\_\_\_\_\_  
Patricia Neveaux, Mayor

**City of Lander, Wyoming**

\_\_\_\_\_  
Monte Richardson, Mayor

**Town of Hudson, Wyoming**

\_\_\_\_\_  
Sherry Oler, Mayor

**Town of Pavillion, Wyoming**

\_\_\_\_\_  
Matt Pattison, Mayor

**Town of Shoshoni, Wyoming**

\_\_\_\_\_  
Joel Highsmith, Mayor



APPENDIX A

Distribution of discretionary 70% of the net proceeds of the tax

	1/2 % estimated disbursement	20% for commercial air service	10% for ground transportation	70% Economic Development projects			
				Additional Commercial air service	Additional Ground transportation	Ambulance services	Projects and Programs
				33%	10%	28%	29%
<b>% of total disbursement</b>	<b>100%</b>	<b>20%</b>	<b>10%</b>	<b>23%</b>	<b>7%</b>	<b>20%</b>	<b>20%</b>
<b>Full county</b>	<b>\$4,359,061</b>	<b>\$871,812</b>	<b>\$435,906</b>	<b>\$1,006,943</b>	<b>\$305,134</b>	<b>\$854,376</b>	<b>\$884,889</b>
Fremont	\$2,106,868	\$421,374	\$210,687	\$486,687	\$147,481	\$412,946	\$427,694
Dubois	\$101,216	\$20,243	\$10,122	\$23,381	\$7,085	\$19,838	\$20,547
Hudson	\$47,886	\$9,577	\$4,789	\$11,062	\$3,352	\$9,386	\$9,721
Lander	\$838,392	\$167,678	\$83,839	\$193,669	\$58,687	\$164,325	\$170,194
Pavillion	\$25,554	\$5,111	\$2,555	\$5,903	\$1,789	\$5,009	\$5,187
Riverton	\$1,186,815	\$237,363	\$118,682	\$274,154	\$83,077	\$232,616	\$240,923
Shoshoni	\$52,330	\$10,466	\$5,233	\$12,088	\$3,663	\$10,257	\$10,623

FY23 1% county sales tax = \$8.7M, 1/2% = \$4.35M (source: Wyoming Dept of Rev.) distributed by population via state statute





THE CITY OF LANDER

240 LINCOLN ST, LANDER WY
82520-2848 TELEPHONE 307-332-2870
Email: landercity@landerwyoming.org

OPEN CONTAINER PERMIT APPLICATION
\$50 Per Day-Non-Refundable Application Fee (must accompany application)
Must receive 30 days in advance of event

Applicant Name\*: Valerie Shao Date of Application: March 21, 2024
\* Must be present at all times during event

Address: PO Box 1304 Phone Number: (440) 334.6846
Lander, WY 82520

Contact Phone Number at the Event: (440) 334. 6846

Date of the Event: July 11th, 2024 Beginning Time: 3 PM Ending Time: 9 PM

Boundaries of the Open Container: On Main Street, between 1st and 4th Street
Please be exact and include any boundaries for your event and provide a map of the boundaries.
Any possession of open containers outside the listed boundaries may be in violation of the permit and the law.

Short Summary of the Reason for the Event: Our non-profit, Central Wyoming Climbers' Alliance,
hosts the International Climbers' Festival every year. It biggest fundraiser and main source of revenue. The Art Crawl
is part of the 4-day event, and we host it to give artists a chance to showcase and share their work.

Detailed Description of Activities/Entertainment at the Event: We will have a registration booth at Wild Iris Mtn Sports
(in their parking lot). There will be up to 60 artists/booths set up along Main St sidewalk (at assigned locations). We will
have presentations at the Bake Shop and food/drink at CB&T (sponsor of the event). Beer vendors will also be present.

Does the event involve a road or street closure? \_\_\_ yes X no
• If the event involves a street closure a street closure permit is also necessary. Street closure permit application
can be made through the Lander Police Department.
o Please note that open container permits will not be approved until the street closure has been
approved.
Street Closure approved: \_\_\_ yes X no


Notice: Glass containers are discouraged.

WRIST BANDS ARE REQUIRED TO BE WORN BY EVERYONE 21 YEARS OF AGE AND OLDER.

City Ordinance 2-2-8. Providing Minor with Alcoholic Beverages Prohibited.
City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages -

It is a violation of City Ordinance for **any** minor under the age of twenty-one (21) to consume or be under the influence of alcohol within the city limits of Lander, Wyoming.

By signing this application you agree that you are the person in control of the location of the event. You may be held responsible if a person under the age of twenty-one (21) is found to be consuming alcohol at your event.

Signature of Event Applicant:  \_\_\_\_\_

**For Official Use Only:**

City of Lander Clerk Review/Approval:

Confirmation of the street closure approval, **if applicable?** \_\_\_\_ yes \_\_\_\_ no

\_\_\_\_\_  
City Clerk/Designee

\_\_\_\_\_  
Date

Police Department Review/Approval:

Approved \_\_\_\_ yes \_\_\_\_ no

\_\_\_\_\_  
Chief of Police/Designee

\_\_\_\_\_  
Date

**RESOLUTION 1328**

**A RESOLUTION EXEMPTING BLOCKS ONE THROUGH FOUR OF MAIN STREET FROM THE OPEN CONTAINER PROVISIONS OF CITY ORDINANCE 2-2-12**

WHEREAS, The Central Wyoming Climbers’ Alliance Climber’s will be hosting the 2024 International Climber’s Festival including an Art Crawl fundraiser on the first through the fourth blocks of Lander’s Main Street, Lander, Wyoming, from 3:00 PM to 9:00 PM., on July 11, 2024, and

WHEREAS, the subject area is considered a public place subject to the open container ordinance contained in City ordinance 2-2-12; and

WHEREAS, the City Council can exempt specified areas from the open container ordinance pursuant to City Ordinance 2-2-12(a)(vi); and

WHEREAS, the City Council believes that waiving the open container law for this special event is in the best interest of the City of Lander; and

WHEREAS, said open container law should not be waived as provided above with regards to glass containers, as the same constitutes a hazard to the public safety and welfare.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the first through fourth blocks of Main Street, Lander, Wyoming, shall be exempt from the provision of City Ordinance 2-2-12 on July 11, 2024, from 3:00 PM to 9:00 PM.

PASSED, APPROVED AND ADOPTED the 9<sup>th</sup> day of April 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 April 9, 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 1329  
AMENDING RESOLUTION 1203  
AUTHORIZING THE HOUSING AUTHORITY TO PROCEED WITH THE  
TABLE MOUNTAIN LIVING CENTER HOUSING PROJECT.**

**WHEREAS**, the Governing body of the City of Lander, Fremont County, Wyoming, find and declare that there is a need for safe and sanitary low-income housing as it relates to Assisted Living and Memory Care housing opportunities in the City of Lander; and,

**WHEREAS**, Resolution 136, dated February 17<sup>th</sup>, 1979 authorized the Lander Housing Authority limited authority to create and manage housing opportunities specifically restricted to Low Income and disability housing; and,

**WHEREAS**, the Lander Housing Authority performed due diligence by acquiring a professional market demand study and procuring the “*January 2018 Lander Assisted Living Facility Feasibility Study*” documenting a favorable feasibility for providing such services; and,

**NOW THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Lander shall exercise its authority pursuant to Wyo. Stat. Ann. §§15-10-102 and 15-10-115, and do hereby revise the original scope of the Lander Housing Authority as set out in Resolution No. 136 to expand its purpose to provide, or assist in providing by any suitable method, through the use of federal, state and local funds, safe and sanitary low income housing as it relates to Assisted Living and Memory Care opportunities to fit the needs of the Lander Community.

**IT IS FURTHER RESOLVED** the Governing Body of the City does hereby approve the project as a housing project pursuant to Wyo. Stat. Ann. §15-10-115(a)(ii).

**IT IS FURTHER RESOLVED** that the Mayor, with the consent of the Governing Body is hereby directed to make the necessary appointments and re-appointments for the commissioners, the terms for the commissioners, and designation of the chairman of the Housing Authority Commissioners pursuant to Wyoming Statute 15-10-116, and that this resolution shall take effect and be in force immediately and remain in force until such time the scope is rescinded or revised by future resolution.

**PASSED, APPROVED AND ADOPTED** the 9th day of April, 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 April 9, 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

## LICENSE AND INDEMNIFICATION AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as “OWNER or OWNERS”, and the FREMONT COUNTY MUSEUM BOARD, a body corporate and politic, Wyoming, herein referred to as “LICENSEE”.

### WITNESSETH:

**WHEREAS**, OWNER is the owner of real estate located within Lander, Fremont County, State of Wyoming and is adjacent and abutting real property owned by LICENSEE; and,

**WHEREAS**, said real estate is described and shown in Exhibits “A” and “B”, which are attached and incorporated herein (hereinafter referred to as the “Property”), which are within the City of Lander in Fremont County, Wyoming; and,

**WHEREAS**, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by OWNER to accommodate the installation and maintenance of benches and seating.

### TERMS AND CONDITIONS:

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

1. **LICENSE.** OWNER does hereby grant to LICENSEE, or their agents and guests, unrestricted right to enter and remain upon the Property, and does hereby grant a license to use and remain upon the premises described and shown in Exhibits “A” and “B”; all of which is located within Fremont County, Wyoming. This license is for the purpose of installation and maintenance of benches and seating in the arena area. Installation shall include drilling a 2' deep hole for each leg with a 6" diameter sono tube and securing the bench using concrete anchors and bolts and shall be completed by LICENSEE. Ongoing maintenance of said benches and seating shall be completed by LICENSEE. OWNER additionally grants LICENSEE to complete any other similar or lawful activities, subject

to the terms and conditions hereinafter stated.

2. **TERM.** This License will remain in effect from the time that each party signs this Agreement, and it is recorded in the County Offices of Fremont County, and shall terminate with 30 days written notice by the OWNER (see Section 9 of this Agreement).
3. **USE OF PREMISES.** LICENSEE shall not in any manner cause any damage or destruction of any nature to or interruption of the use of the Property, Rights of Way, and/or ways of ingress or egress. LICENSEE agrees and specifically understands that the license is confined solely to the privilege of LICENSEE, and his agents or guests, to use the premises above described, and that the authority and permission given herein does not thereby grant to it any interest or estate in said lands, but is a mere privilege to do certain acts of a temporary character on the lands of the OWNER and that the OWNER retains dominion, possession and control of said lands, including access thereto at all times.
4. **RIGHT OF ENTRY.** OWNER shall have the right to enter upon the premises herein described for purposes as may be deemed necessary by OWNER, so long as said entry does not interfere with the license herein granted to LICENSEE.
5. **INDEMNIFICATION.** LICENSEE agrees that it will save and hold OWNER harmless from all claims, causes and actions, suits, damages or demands whatsoever in law and in equity which may arise out of, or as a consequence of its negligence and the negligence of its authorized agents, servants or employees, in utilizing said Property under this license. Furthermore, LICENSEE agrees to indemnify the OWNER from and against any and all liability, loss or damage the OWNER may suffer as a result of any claims, demands, actions at law or in equity, damages, costs or judgments against the OWNER arising out of the activities taking place on the Property. Said indemnification shall include all court costs, litigation expenses and reasonable attorney fees incurred by the OWNER.
6. **GOVERNMENTAL IMMUNITY.** The City of Lander does not waive governmental immunity and specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law.
7. **RIGHTS OF PARTIES.** LICENSEE hereby reserves a right to use said licensed

premises for the purpose of placing, maintaining, or conducting any equipment, items, or activity related to rodeos or other related activities, items, or equipment, which will not interfere with or prevent the exercise by OWNER of the rights granted hereunder. Said equipment, items, or actives are and shall be the property of LICENSEE. LICENSEE shall be solely responsible for all scheduling, reservations, rentals, utilities, maintenance, and repairs. LICENSEE shall install, pay for, and be responsible for meters and payment of any utilities to be used with or for the premises.

8. **LIMITATION ON CONSTRUCTION.** It is understood and agreed by and between the parties hereto that LICENSEE shall not erect any other structure, other than those structures described herein, of any type or kind or plant anything upon said premises except with the consent, in writing, of the OWNER first had and obtained.
9. **TERMINATION.** This license is subject to cancellation by either party upon Thirty Days (30) days written notice. Notice given by either party must state the other party's name, address, and dates the license shall be terminated. Said notice shall be computed commencing with the day after the date of mailing.
10. **REMOVAL AFTER TERMINATION.** LICENSEE agrees that on or before the termination date of this license, it shall remove or cause to be removed any and all debris on the premises described in this License, any and all equipment for the facilities and other things erected or placed by it, and will yield up said premises to the OWNER as in the condition as when the same was entered upon by LICENSEE. Removal of any and all equipment shall be done within 48 hours after termination at the sole expense of LICENSEE. Upon LICENSEE's failure to do so, OWNER may do so at the sole cost and expense of LICENSEE. LICENSEE shall repair any damage to the premises caused by it in utilizing this License. Any and all repairs must be completed within 7 days after termination. In the event LICENSEE fails to repair any and all damages, OWNER shall submit an invoice for costs of repairs, which LICENSEE herein agrees to pay in full upon receipt of said invoice.
11. **NOTICE.** Any notice herein provided shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to LICENSEE or to OWNER and such other persons as either party



may from time to time designate in writing.

IN WITNESS WHEREOF, the parties have executed this agreement at Lander, Wyoming on the dates indicated below.

CITY OF LANDER:

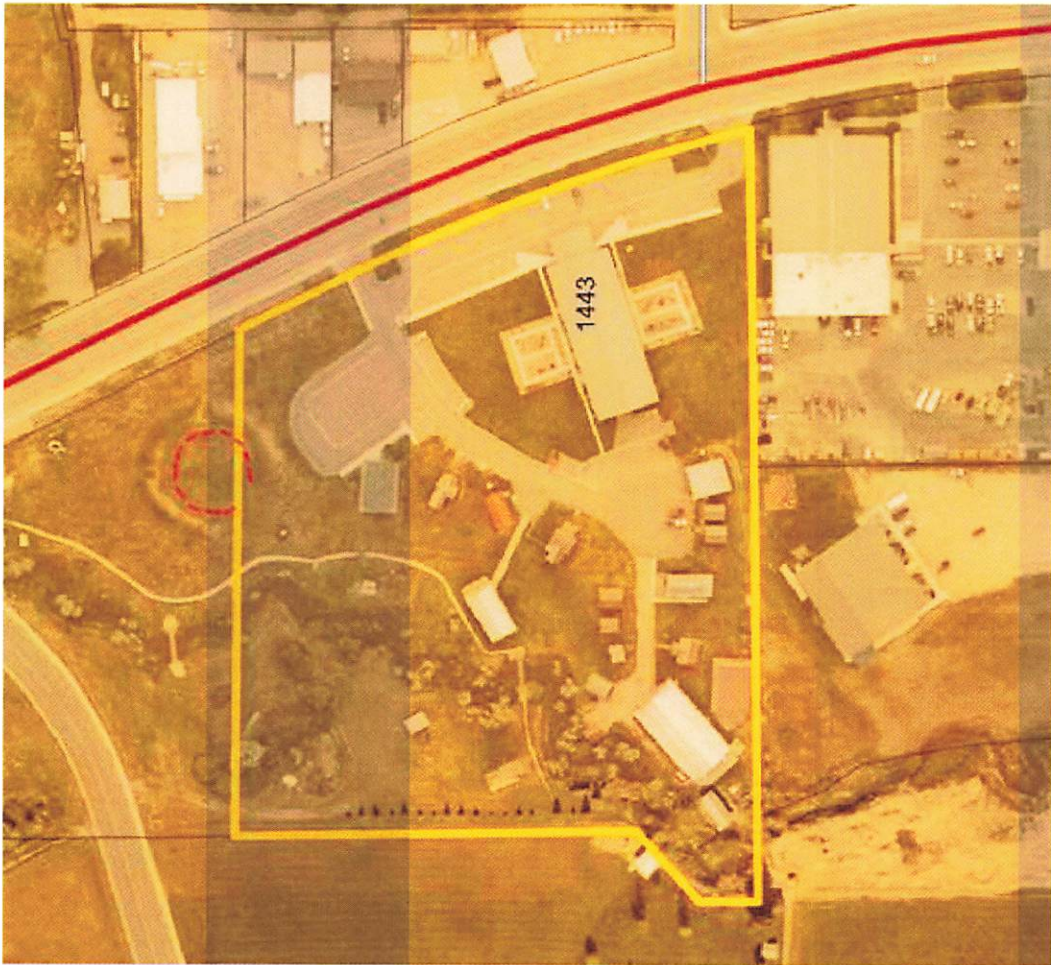
BY: \_\_\_\_\_  
MONTE RICHARDSON

ATTEST:

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

FREMONT COUNTY MUSEUM BOARD

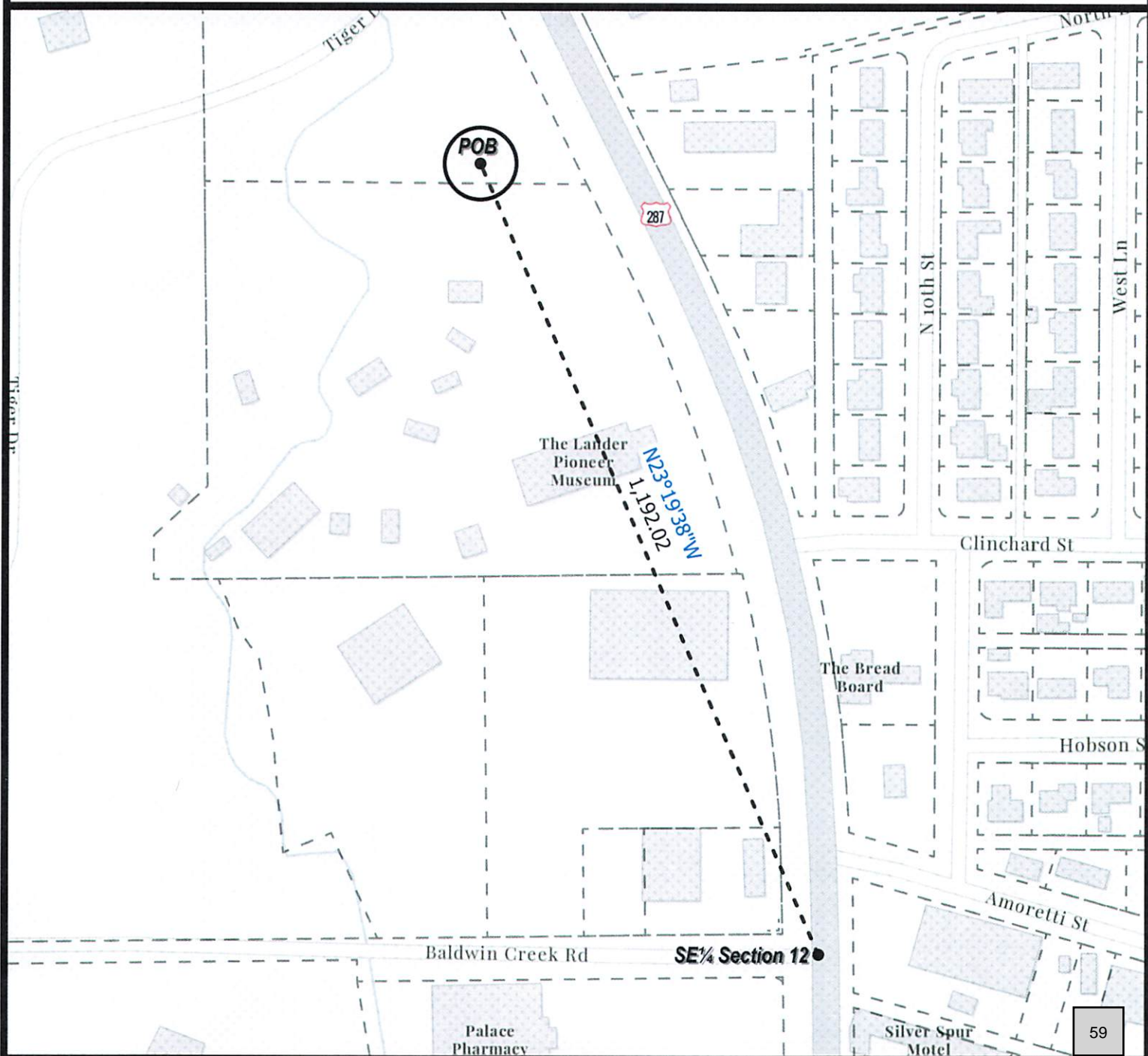
BY: Stephanie Overton  
Board Chair



# Exhibit "A" - Legal Description

A tract of land in the Southeast  $\frac{1}{4}$  of Section 12, Township 33 North, Range 100 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows:

A circular tract of land, with a radius of 50 feet, the center located  $N23^{\circ}19'38''W$  a distance of 1,192.02 feet from the Southeast corner of said Section 12. This parcel contains 7,854 square feet, more or less.





# THE CITY OF LANDER

240 LINCOLN STREET, LANDER, WY 82520

TELEPHONE 307-332-2870

OFFICE OF  
PLANNING COMMISSION

March 28, 2024

City Staff Comments on S 24.01, Original Town of Lander, Block 35, 644 Popo Agie Ave, LK&J Properties

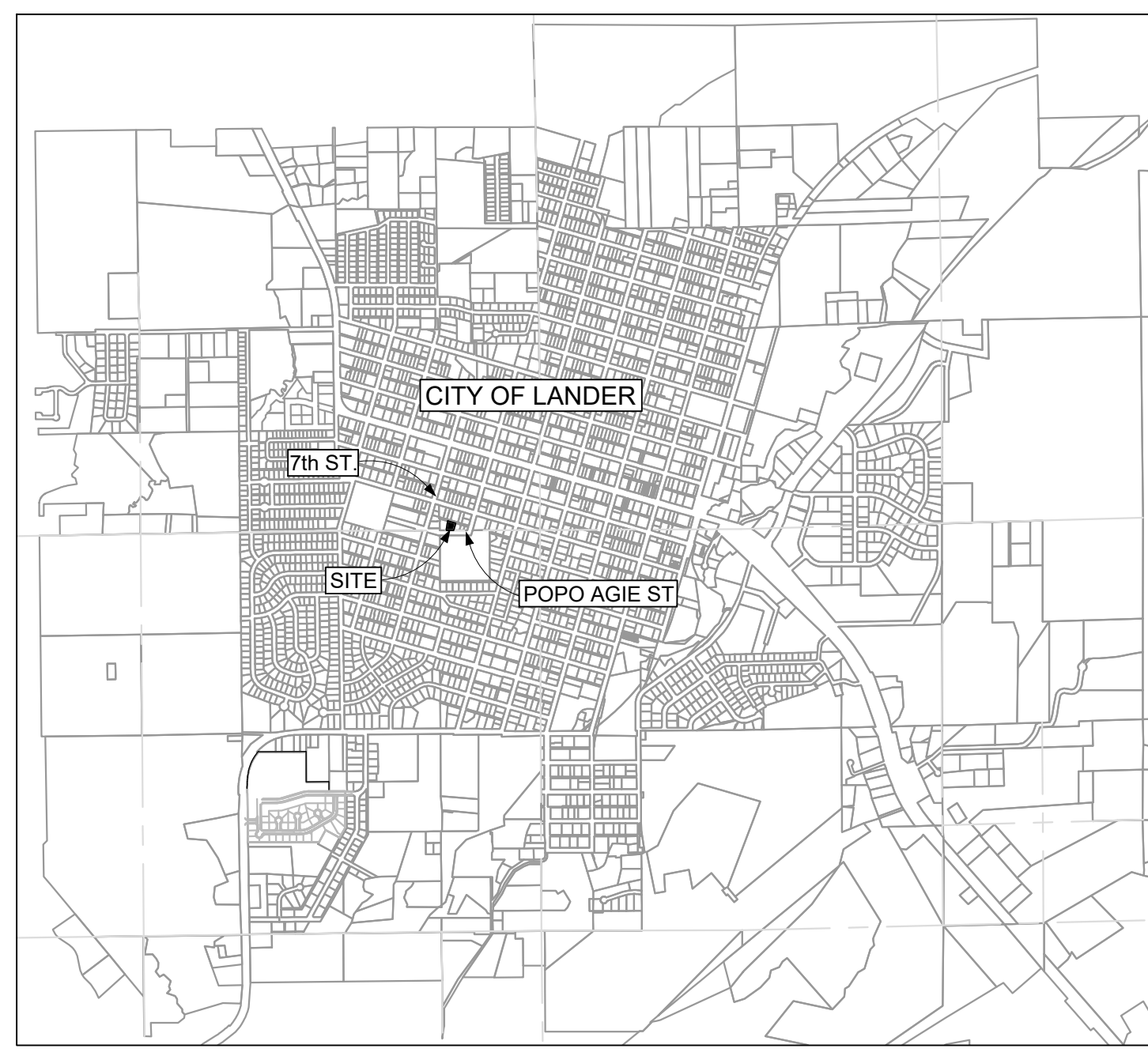
The City has had several pre subdivision meetings with the owner's representative and our previous comments have been incorporated. City Staff has reviewed the subject Minor plat and offers the following comments based on the subdivision codes set forth in Title 4-9-5 - Minor Plats. The following drawing requirements must be met prior to recording the Plat.

1. Please show all the water and sewer tap proposed and existing locations.

City Staff recommends approval of S 24.01 if all the conditions set forth above are met.

RaJean Strube Fossen  
Hunter Roseberry





VICINITY MAP  
SCALE: 1" = 2000'

- LEGEND:**
- Set Property Corner - 2" Aluminum Cap on a 5/8" x 24" rebar marked: ○
  - PELS 10052
  - Found existing property corner: ●
  - Subdivision Boundary: ————
  - Interior Lot Lines: - - - - -
  - Utility Easements (UE): - - - - -
  - Concrete walks, driveways, structures: ————
  - Fence lines: — X — X — X —
  - Water lines: — W — W — W —
  - Sewer lines: — SS — SS — SS —
  - Original Plat Lot Lines: ————

**REPLAT INFORMATION:**  
2 LOTS - 10,887 SF (0.25 AC.)  
ZONE R-3

**CITY COUNCIL CERTIFICATE:**  
Approved by the City Council of Lander on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

**CLERK OR RECORDERS CERTIFICATE:**  
This plat was filed for record on the Office of the Clerk and Recorder at \_\_\_\_\_ o'clock \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 and is duly recorded in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_, No \_\_\_\_\_.

Clerk \_\_\_\_\_

Deputy Clerk \_\_\_\_\_

**PLANNING COMMISSION CERTIFICATE:**  
This plat approved by the City Of Lander Planning Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

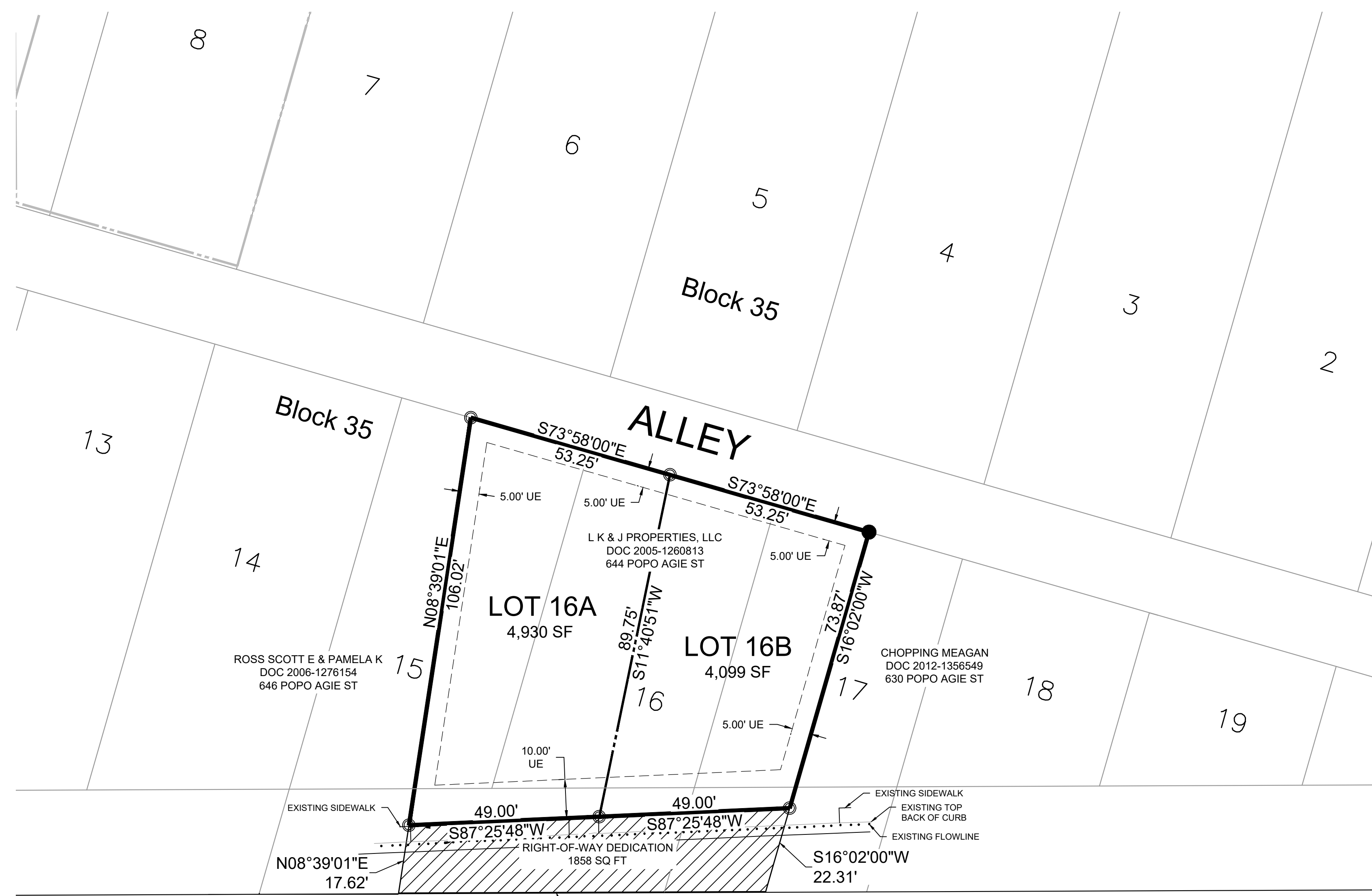
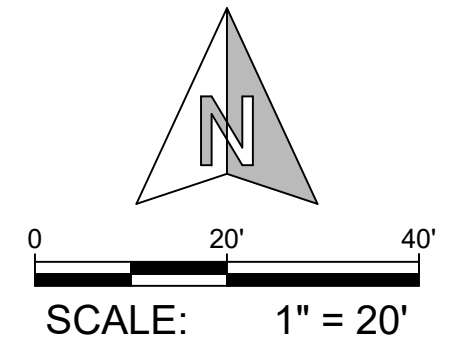
Chairman \_\_\_\_\_

**CITY ENGINEER CERTIFICATE:**  
Data on this plat approved by the City Of Lander Engineer on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Engineer \_\_\_\_\_

# ORIGINAL TOWN OF LANDER BLOCK 35 FRACTIONS OF LOTS 15-17 RE-SUBDIVISION

SECTION 18, T33N, R99W, 6th PM  
CITY OF LANDER, WY  
FINAL PLAT



**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

Know all men by these presents that:  
  
L K & J Properties, LLC, being the owner of the Easterly 37 feet 6 inches of Fractional Lot 15, All of Fractional Lot 16 and the Westerly one-half of Fractional Lot 17, Block 35, Original City of Lander, Fremont County, Wyoming EXCEPTING a tract of land situated in Lot 15, more particularly described as follows: Commencing at a point 13 feet East of the SW corner of said Lot 15, as Corner No. 1, the point of beginning, thence East along the South line of said Lot 15, 22.8 feet to Corner No. 2, thence Northerly to a point on the South line of the alley running easterly and westerly through Block 35, 19.1 feet easterly from the NW corner of said Lot 15, for Corner No. 3; thence westerly along the southern boundary line of said alley 6 feet to Corner No. 4; thence S 16°2' W. a distance of 129 feet to Corner No. 1, the point of beginning.;

As it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner, have caused that this property to be replatted into lots as shown and designated the same to be henceforth known as: the Easterly 37 feet 6 inches of Fractional Lot 15, All of Fractional Lot 16 and the Westerly one-half of Fractional Lot 17, Block 35, Original City of Lander, Fremont County, Wyoming EXCEPTING a tract of land situated in Lot 15, more particularly described as follows: Commencing at a point 13 feet East of the SW corner of said Lot 15, as Corner No. 1, the point of beginning, thence East along the South line of said Lot 15, 22.8 feet to Corner No. 2, thence Northerly to a point on the South line of the alley running easterly and westerly through Block 35, 19.1 feet easterly from the NW corner of said Lot 15, for Corner No. 3; thence westerly along the southern boundary line of said alley 6 feet to Corner No. 4; thence S 16°2' W. a distance of 129 feet to Corner No. 1, the point of beginning; AND EXCEPTING a tract of land to be dedicated to the City of Lander commencing at the W 1/4 corner of Section 18, T33N, R99W, 6th PM thence N89°46'15"E a distance of 1407.79' to the point of beginning thence N08°39'01"E a distance of 17.62' thence N87°25'48"E a distance of 98.00' thence S16°02'00"W a distance of 22.31' thence S89°46'18"W a distance of 94.39' to the point of beginning.

And do hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as already otherwise dedicated for public use.

Utility easements as designated on this plat are hereby dedicated to the City of Lander and its licensees for perpetual public use for the purpose of installing, repairing, re-installing, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable television lines and other forms and types of public utilities now or hereafter generally utilized by the public.

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Leslie Calkins, Registered Agent for L K & J Properties, LLC

STATE OF WYOMING }  
COUNTY OF FREMONT } SS.

The foregoing dedication was acknowledged before me by L K & J Properties, LLC, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_

Witness my hand and official seal

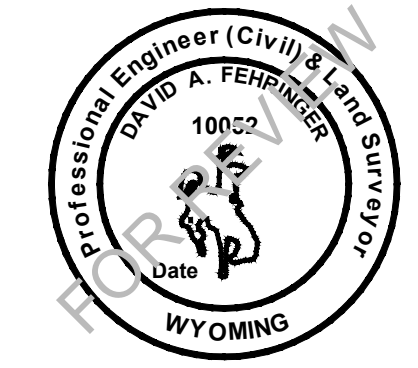
My commission expires \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

## POPO AGIE ST RIGHT-OF-WAY (VARIES)

**CERTIFICATE OF SURVEYOR**

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the ORIGINAL TOWN OF LANDER, BLOCK 35, LOT 16A & LOT 16B, SECTION 19, T33N, R99W, 6th PM, CITY OF LANDER, WYOMING; that this survey had referenced the ORIGINAL TOWN OF LANDER of Lander, Fremont County, Wyoming; that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lot and streets of said subdivision to the best of my knowledge.



- NOTES:**
- Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
  - All bearings and distances shown on this plat are as measured.

David A. Fehringer, PELS 10052

Z:\PROJECTS\2024\PROJECTS\24-003\_TAUFEU\DWG\Plat.dwg SAVED DATE: 2024-02-15 09:49 USER: fes



# THE CITY OF LANDER

240 LINCOLN STREET, LANDER, WY 82520

TELEPHONE 307-332-2870

OFFICE OF  
PLANNING COMMISSION

March 26, 2024

RE: CS 24.02 Sunflower Subdivision, Fremont County Simple Subdivision within one mile of City Limits

The City Planning Commission has the authority to review the subject simple subdivision as required by City Code 4-7-2 C.

Furthermore, the Planning Commission is directed to make assessments and recommendations for County subdivisions within one mile of the City Limits in accordance with City Code Section 4-9-2 C which states:

**C. Subdivisions within one (1) mile of City Limits:**

1. All Planned Subdivisions within one (1) mile of the City Limits shall be reviewed by the Planning Commission and Certified by the City Council. The Plat shall be reviewed to ensure it:
  - a. Conforms to any adopted street plan of the city, town or county;
  - b. Contains all areas for streets, roads and alleys that are dedicated rights-of-way;
  - c. Contains dedicated easements for all existing and proposed utilities; and
  - d. Contains any additional criteria the governing body of the city or town and the board of county commissioners agree to through a jointly adopted plan or voluntary agreement.

City Council has recently adopted two relevant master planning documents. Considering those guiding documents, City Staff has the following two comments.

1. The adopted 2020 Long Range Transportation plan indicates that no future major collector road will be needed on Sunflower Street.
2. The adopted 2023 Water Master Plan indicates that a future water and sewer mains should extend past the City Limits on Sunflower Street and connect with a main service on Mortimore Lane to accommodate future growth and regionalization opportunities. See Item 28 on Exhibit A.

These future utilities are not designed and may follow existing water service line easements on the South boundary of the property or be installed under the current road surface. Therefore, the City requests a 10-foot-wide utility easement on the South of the property which will not have to be dedicated specifically to the City of Lander.

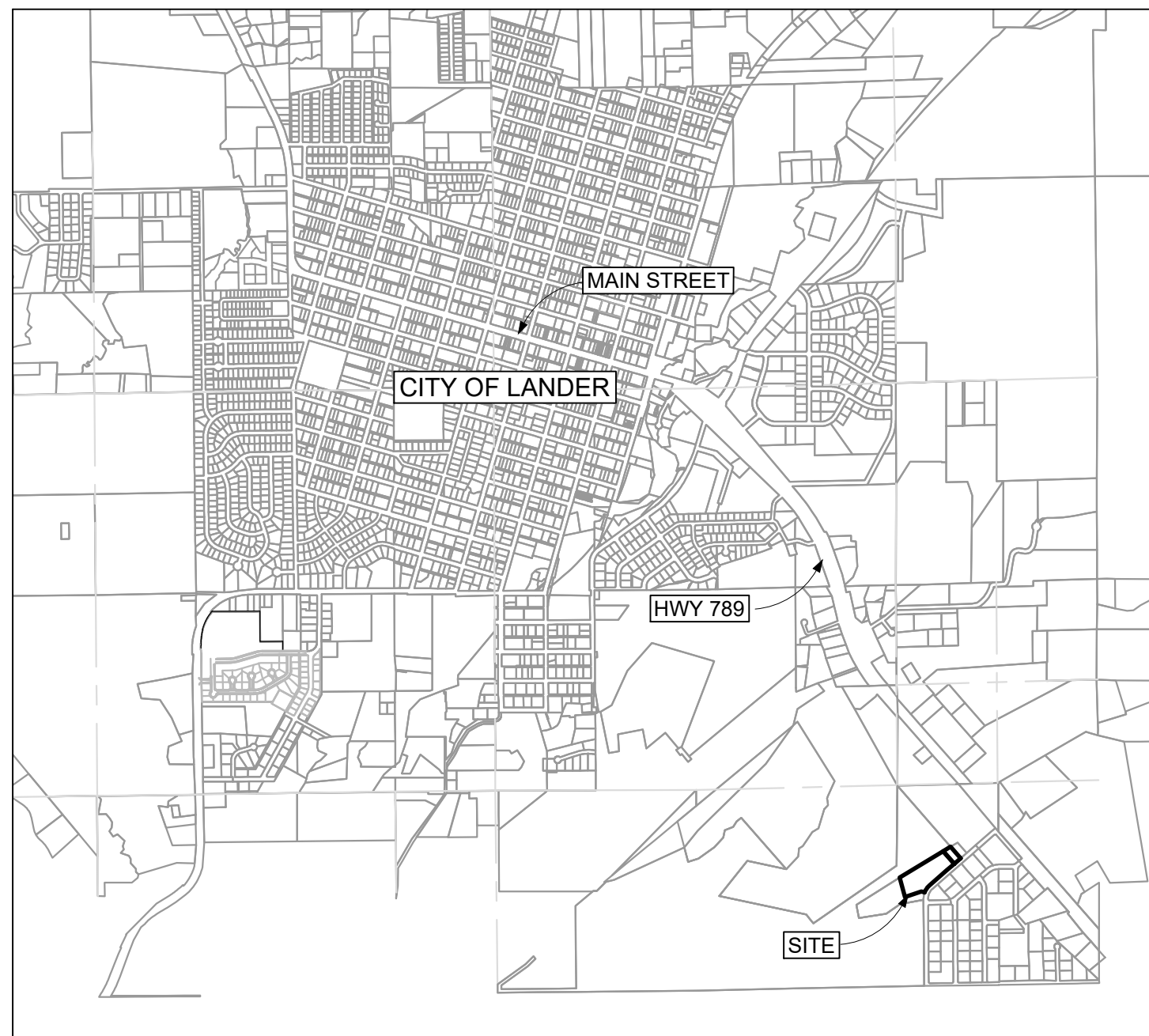
City Staff recommends approval of CS 24.02 be accepted conditional on the addition of a 10-foot-wide utility easement adjacent to Sunflower Street.

Hunter Roseberry  
RaJean Strube Fossen

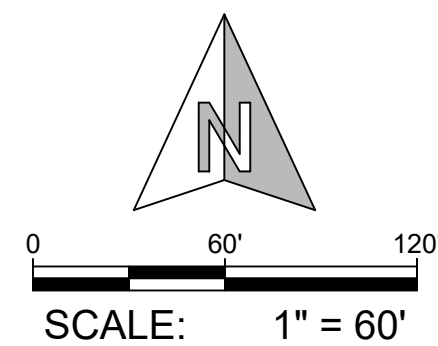
# SUNFLOWER SUBDIVISION

SE 1/4, SECTION 20, T33N, R99W, 6th PM  
FREMONT COUNTY, WY

## FINAL PLAT FOR REVIEW



VICINITY MAP  
SCALE: 1" = 2000'



- LEGEND:**
- Found Aluminum Cap PLS 6448
  - Section Tie
  - Subdivision Boundary
  - Set Aluminum Cap PELS 10056
  - Utility Easements
  - Existing Lot Lines
  - Fence lines

**PLAT INFORMATION:**  
5 LOTS - 222,218.6 SF (5.10 AC.)

**CITY COUNCIL CERTIFICATE:**

Approved by the City Council of Lander on this \_\_\_\_ day of \_\_\_\_ 2024

Mayor \_\_\_\_\_  
City Clerk \_\_\_\_\_

**CLERK OR RECORDERS CERTIFICATE:**

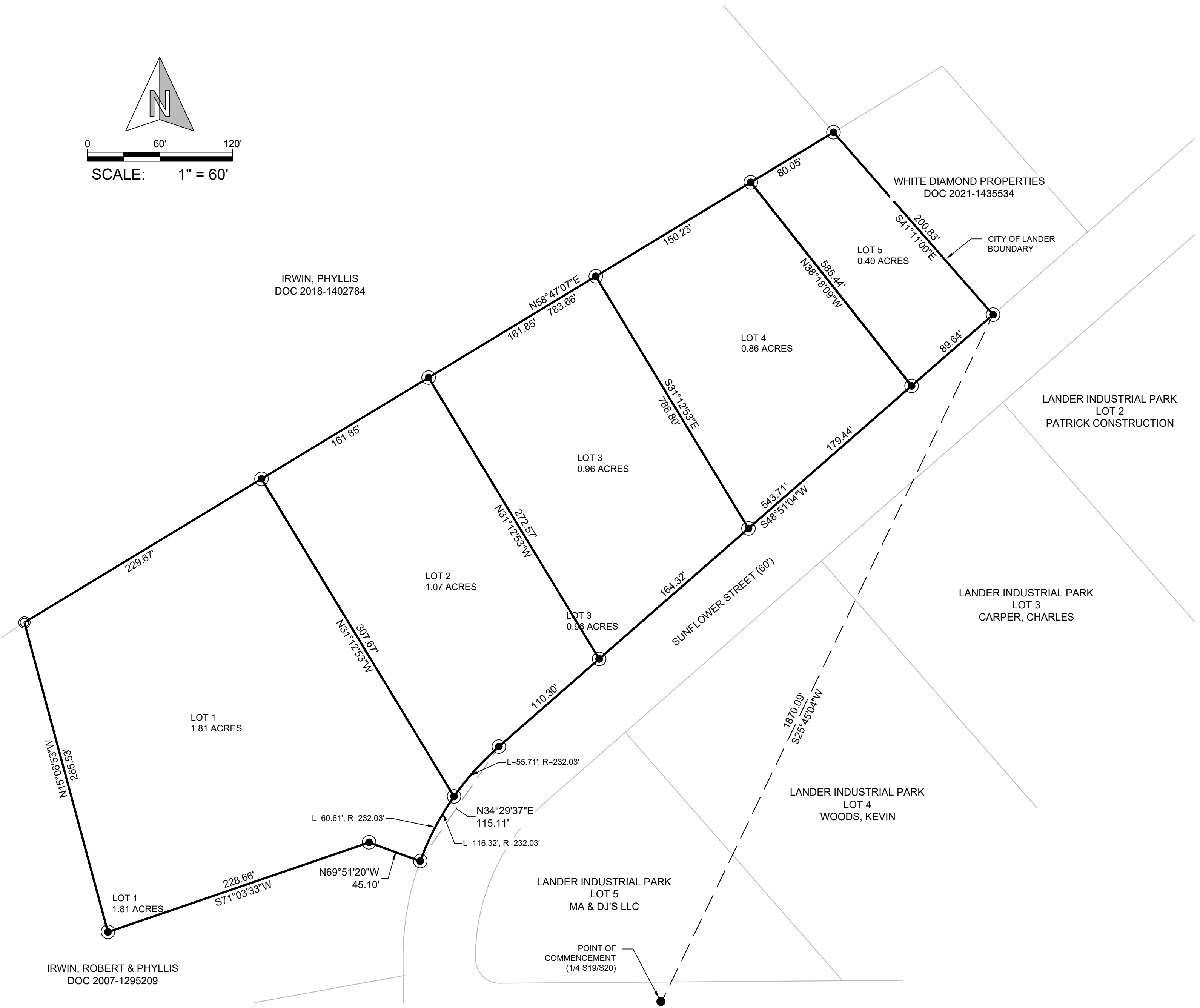
This plat was filed for record on the Office of the Clerk and Recorder at \_\_\_\_ o'clock \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_, 2024 and is duly recorded in Plat Cabinet \_\_\_\_, Page \_\_\_\_, No \_\_\_\_

Clerk \_\_\_\_\_  
Deputy Clerk \_\_\_\_\_

**PLANNING COMMISSION CERTIFICATE:**

This plat approved by the City Of Lander Planning Commission on this \_\_\_\_ day of \_\_\_\_ 2024.

Chairman \_\_\_\_\_



**COUNTY COMMISSIONER'S CERTIFICATE:**

This plat of SUNFLOWER 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 \_\_\_\_ 2024.

ATTEST: \_\_\_\_\_  
County Clerk and Recorder

**COUNTY PLANNING COMMISSION CERTIFICATE:**

This plat approved by the Fremont County Planning Commission on this \_\_\_\_ day of \_\_\_\_ 2024.

Chairman \_\_\_\_\_

**IRRIGATION DEVELOPMENT & OPERATION PLAN:**  
Lands under Proof No. 1268, PATTEN & JONES DITCH, from the Middle Fork Popo Agie River as changed to the City of Lander pipeline, Priority of May 1875. Certificate No. 90, Page 160, Order No. 18, Page 214. NW1/4SE1/4 & SW1/4SE1/4.

**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

Know all men by these presents that Clinton J. Guymon, President of White Diamond Properties, LLC, being the owner of lands shown on this plat:

That the foregoing plat designated as SUNFLOWER SUBDIVISION, is located the SE 1/4 of Section 20, T.33N, R.99W, 6th P.M., Fremont County, Wyoming and is more particularly described as follows:

Commencing at the 1/4 Corner common to Section 19 and said Section 20 of T33N, R99W, 6th P.M., thence N25°05'04"E, a distance of 1870.09 feet, more or less, to the point of beginning, being on the north line of Sunflower Street;

Thence S48°51'04"W, along the North line of said Sunflower Street a distance of 543.71 feet to a tangential curve to the left;

Said curve has a radius of 232.03 feet, length of 116.32 feet, chord bearing of S34°29'37"W, and a chord distance of 115.11 feet;

Leaving said north line of Sunflower Street and proceeding N69°51'20"W, a distance of 45.10 feet to a point;

Thence S71°03'33"W, a distance of 228.66 feet to a point in an existing fence line;

Thence N15°06'53"W, along an existing fence line a distance of 265.53 feet to a point being a fence corner;

Thence N58°47'07"E, a distance 783.66 feet;

Thence S41°11'00"E, a distance of 200.83 feet, more or less, 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 SUNFLOWER 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

CLINTON J. GUYMON, PRESIDENT  
WHITE DIAMOND PROPERTIES, LLC

STATE OF WYOMING )  
                                  ) SS.  
COUNTY OF FREMONT )

The foregoing dedication was acknowledged before me by CLINTON J. GUYMON, President of White Diamond Properties, LLC, this

\_\_\_\_ day of \_\_\_\_, 2024.

By: \_\_\_\_\_

Witness my hand and official seal

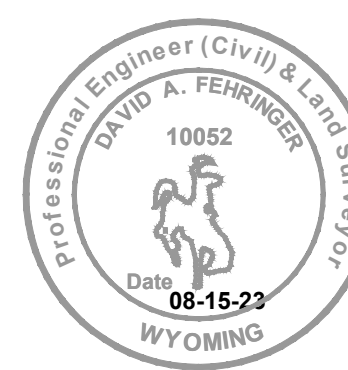
My commission expires \_\_\_\_\_

**NOTES:**

- Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
- Bearings and distances shown on this plat as measured are designated as (M). Record bearings and distance are designated with (R).

**CERTIFICATE OF SURVEYOR**

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the Sunflower Subdivision, Fremont County, Wyoming; that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lot and streets of said subdivision to the best of my knowledge.



155 N 1ST ST., STE A  
LANDER, WY 82520  
307.206.1007 | FREMONTSURVEYING.COM





# City of Lander

## Job Description

<b>Title:</b> Part-Time Records Clerk	<b>Pay:</b>	<b>\$15-22/HR</b>
<b>Department:</b> Police	<b>Effective Date:</b>	<b>3/2024</b>
<b>Division:</b> Administration	<b>NON-EXEMPT</b>	<b>Last Revised:</b> 3/2024

*In an effort to create organizational clarity, and to empower its employees, the City of Lander has identified ten core competencies that all employees are expected to meet in order to help fulfill the mission of the City. It is expected that employees will meet their responsibilities as detailed below, including observable commitment to the mission of the City and these values.*

### GENERAL PURPOSE

Performs a variety of full-performance, complex clerical duties designed to expedite the administrative processes and procedures related to documenting, maintain and controlling police records, reports, case files, statistics, and information. **This position is part-time, non-benefitted and works no more than nineteen hours per week.**

### SUPERVISION RECEIVED

Works under the close to general supervision of the Police Chief.

### SUPERVISION EXERCISED

None.

### ESSENTIAL FUNCTIONS

Performs as first level contact with the public; receives and responds to telephone calls; receives and responds to walk-in public; secures and provides information; may offer interpretation or explanation for various laws, regulations, policies, ordinances and general law enforcement operations.

Performs full range of specialized police secretarial functions; operates personal computer as needed to enter and maintain accurate, comprehensive, and up-to-date reports such as incidents, complaints, offenses, arrests, outstanding warrants, criminal and non-criminal complaints, etc.; maintains property, warrant and criminal history index files; enters report narrative, and involvements (names, vehicle information, property information, etc.); maintains and updates dispositions on each case and enters changes into computer information base; maintains warrant list, assures proper additions and deletions.

Records traffic and misdemeanor citations, traffic accident reports; Updates, maintains, processes and submits uniform crime reports (UCR's) to the Wyoming Division of Criminal Investigation; locates police reports and makes copies for the officers, public, and attorneys, updates stolen property for (NCIC) National Crime Information Center; prepares and submits state REDDI report information.

Performs various records tracking activities as needed to obtain driver's license information, vehicle registration, Wyoming Criminal History (WCJIN), NCIC (Interstate Identification Index), Out-of-State vehicle registration, driver's license information, NCIC wanted persons, stolen autos, and property checks; coordinates and administers WCJIN / NCIC departmental training.

Serves as Terminal Access Officer (TAC); inputs and retrieves criminal information as needed to comply with record keeping requirements; compiles reports showing all court activity for the FBI, State Division of Criminal Investigation, State Driver License Division, and Lander City to facilitate case load analysis.

Enters juvenile and adult arrest and citation information; tracks juvenile referral records; identifies nature of crimes by established categories and classifications; monitors files to assure proper UCR reporting.

Checks and updates records monitors in-house computer; generates statistical summaries for calls and services for staff and other agencies; searches and produces insurance information.

Performs general office typing as needed to complete forms, memos, letters, schedules, applications and correspondence; maintains numeric and alphabetical files; makes copies, assists the public, responds to telephone calls and distributes calls to appropriate office or individual.

Operates police radio as needed to receive service calls from the public; dispatches officers according to established procedures; dispatches emergency calls to various organizations and emergency responders as needed or required by the department.

Performs other related duties as required.

### **CORE COMPETENCIES**

- **Adaptability:** Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Changes approach/method to best fit the situation/work assignment.
- **Communication:** Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- **Cooperation:** Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- **Customer Service:** Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.
- **Dependability:** Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- **Initiative:** Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- **Job Knowledge:** Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.
- **Judgment:** Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- **Planning & Organization:** Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.
- **Quality:** Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**MINIMUM QUALIFICATIONS**

- 1. Education and Experience:
  - A. Graduation from high school with course work in general office practices and procedures;
  - AND
  - B. One (1) year of experience as a police dispatcher, clerk or secretary performing above or related duties;
  - OR
  - C. An equivalent combination of education and experience.

2. **Working knowledge of state criminal codes and penalties associated with various offenses; police records management requirements; UCR codes; proper grammar, spelling, and punctuation; standard office practices and procedures related to records filing and office maintenance; interpersonal communication skills; modern filing systems related to alphabetical and numeric files; telephone systems; telephone etiquette; operation of a variety of types of standard office machines including computer terminal, fax machine, copy machine, microfilming equipment, etc.**

**Skill in Word Processing, typing (50 wpm).**

**Ability to exercise initiative, independent judgment and to act resourcefully under varying conditions; maintain strict confidentiality related to sensitive administrative and legal information; develop effective working relationships with supervisors, fellow employees, and the public; communicate effectively, verbally and in writing; work under time pressures and work deadlines; work in an environment requiring continuous setting; ability to follow routine verbal or written instructions.**

3. Special Qualifications:

None.

4. Work Environment:

Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, talking, hearing and seeing. Rapid work speed required to perform keyboard operations. Common eye, hand, finger, leg and foot dexterity exist. Mental application utilizes memory for details, verbal instructions, emotional stability and discriminating thinking.

**SUPPLEMENTAL INFORMATION & PHYSICAL REQUIREMENTS**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights for any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

Women, minorities, and individuals with disabilities are encouraged to apply. Qualified applicants are considered for positions for which they have applied without regard to race, religion, sex, age, pregnancy, national origin, any disability, sexual orientation, genetic information, or other characteristics protected by law.

Employment with the City of Lander is contingent upon the ability to work in the United States, successful background screening, and pre-employment drug test.

Driving records are required for all new employees regardless of the position's driving requirements. If the employee has not held a Wyoming driver's license for the last three years, the employee must provide at their own initiation and expense a driving record from their previous state(s) of residence.

Please contact Human Resources if you any questions concerning the requirements at 332-2870.

**GUIDELINES**

Employees are required to follow the established guidelines of the City to include, but are not limited to, the employee handbook, safety policies and procedures, and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application. This position helps develop division guidelines.

**The City of Lander is an at-will employer, unless the position is otherwise categorized by law. This means that either party – the employee or the employer – may end employment at any time, with or without cause, with or without notice. All the terms, conditions and benefits of employment with the City are subject to change at any time, with or without notice, at the discretion of the City.**

I have read this job description and understand my job duties and responsibilities. I am able to perform the essential functions as outlined. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

\_\_\_\_\_  
Employee's Name (Printed)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

March 12, 2024

Lander Wyoming Housing Authority Board  
Lander Wyoming 82520

Re: Resignation

Board Members,

It is with regret that I must resign my position as the treasurer and board member for the Lander Wyoming Housing Authority effective April 1<sup>st</sup>, 2024. I will be relocating my residence in April 2024 and will be unable to sustain my position. Thank you for the opportunity to add a small amount of value for a much-needed service to the citizens of Fremont County.

I will continue to serve the board in raising philanthropic dollars for the Table Mountain Memory Care and Assisted Living project.

Sincerely,



Tracy Rue

**GRANT ARPA HHS-1394**

**ARPA GRANT AGREEMENT BETWEEN  
STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS  
AND  
CITY OF LANDER**

1. **Parties.** The parties to this Reimbursement Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Lander (Grantee), whose address is: 240 Lincoln Street, Lander, WY 82520.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI will disburse State and Local Fiscal Recovery Funds (Grant Funds) pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18. Grant Funds disbursed under this Agreement shall reimburse only expenditures for the Project approved by the State Loan and Investment Board (the Board) pursuant to Chapter 40 of the Board’s rules.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the end of the period during which the Inspector General for the U.S. Department of the Treasury may audit the State’s use of ARPA Funds.
4. **Payment.**
  - A. OSLI shall disburse Grant Funds to the Grantee to reimburse Project expenditures. Total reimbursements under this Agreement shall not exceed two million, six hundred forty thousand dollars (\$2,640,000.00). Disbursements from OSLI shall be made within forty-five (45) days after submission of an invoice.
  - B. Should the reimbursement requested by the Grantee fail to comply with all federal and State laws, Board rules, and the terms and conditions set forth in this Agreement, OSLI shall not disburse Grant Funds.
5. **Responsibilities of Grantee.** The Grantee agrees:
  - A. **Drawing Funds.**
    - (i) The Grantee shall request reimbursement only for expenses incurred completing the Project described in the application attached to and incorporated into this Agreement as Attachment A.
    - (ii) The Grantee shall submit a request for reimbursement accompanied by invoices and supported by adequate proof that such obligations are due and

owing and have been incurred for expenses that are eligible pursuant to this Agreement, Board rules, and all relevant federal and State laws. Grant Funds shall not be spent for any other purpose or project.

**B. Construction.** The Grantee shall:

- (i) Make arrangements for appropriate professional supervision and management of the Project.
- (ii) Provide to OSLI all project plans and specifications.
- (iii) Be solely responsible for its compliance with all applicable state statutes, including but not limited to, state statutes regarding local preferences, procurement, accounting, and contractor retainage accounts.
- (iv) Provide the OSLI with access to all information on all aspects of the project and make available for inspection such documents and reports on the progress of the work and on the results of tests of materials and workmanship or other information as may be requested by the OSLI.
- (v) Establish payment schedules providing that all work shall be completed prior to December 31, 2026.
- (vi) Ensure that all Grant Funds are encumbered by October 31, 2024 and expended by December 31, 2026.
- (vii) If the Project has not been bid before the Effective Date, submit to OSLI the following materials prior to issuing an advertisement for bids:
  - a) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the Project have been secured and recorded;
  - b) Engineer's cost estimate and proposed construction budget for the Project;
- (viii) The Grantee shall keep OSLI staff informed on a contractor's plan for use of a Retainage Account pursuant to Wyo. Stat. §§ 16-6-702, -704, and -705. The Grantee shall provide to OSLI Retainage or Interest Bearing account documentation in order for OSLI to send retainage funds to the Grantee for deposit in the contractor's identified retainage account.
- (ix) The Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at

<http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request pursuant to Wyo. Stat. § 16-6-1001(a)(iv).

- (x) The Grantee shall submit Final Payment Documentation to OS LI pursuant to Wyo. Stat. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.
- (xi) Prior to ordering a change to the project, the Grantee shall submit proposed changes to OS LI for review. The State shall have a minimum of five (5) business days to review the proposed change. Upon written approval of OS LI, the Grantee shall execute an amendment or change order to affected agreements. If the Grantee executes an amendment or change order without OS LI approval, OS LI reserves the right to withhold reimbursement for such a request until it is able to confirm the change complied with Board rules and all relevant federal and State laws. If the change does not comply with Board rules and all relevant federal and State laws, OS LI shall not disburse any funds for expenses related to the change.

- C. The Grantee shall establish and maintain sufficient internal controls to ensure that Grant Funds are spent in accordance with this Agreement, Board rules, and all State and federal laws.
- D. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with any applicable provisions of Wyo. Stat. § 16-6-1001 and all applicable state procurement laws.

**6. Responsibilities of Agency** The Agency agrees:

- A. To disburse Grant Funds to the Grantee as set forth in Section 5 above.

**7. Special Provisions.**

- A. **Administration of Federal Funds.** The Grantee agree its use of the Grant Funds awarded herein is subject to Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the U.S. Department of the Treasury; all applicable regulations published pursuant to section 602 and 603 of the Social Security Act; 31 C.F.R. Part 35; and all guidance issued by Treasury regarding the foregoing. The Grantee shall take all necessary actions to comply with all requirements for the use of these federal funds.
- B. **Ineligible Expenditures.** If OS LI or the Inspector General for the U.S. Department of the Treasury determines that any of the Grant Funds were not utilized for an eligible expense under ARPA, the Grantee shall repay such funds within fourteen (14) days to OS LI. In the event the Grantee does not repay the Grant Funds, the



obligation shall be booked as a debt of the Grantee owed to the State of Wyoming. The Grantee further agrees to provide OS LI, upon request, a full and complete accounting as to the use of the Grant Funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the OS LI within a reasonable time.

- C. State Inspection of Records.** OS LI, or another approved designee of the Board, may perform an audit or examination of the books and records of the Grantee at any time and without notice, and that the Board or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- D. Federal Audit and Access to Records.** The Inspector General for the U.S. Department of the Treasury shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. Board Rules.** The grant and this Agreement are governed by Chapter 40 of the Board's rules and subject to all applicable provisions therein. In the event of any inconsistency between this Agreement and the Board's rules, the Board's rules shall control.

## **8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OS LI.
- D. Availability of Funds.** Each disbursement obligation under this Agreement is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, this Agreement may be terminated at the end of the

period for which funds are available. OS LI shall notify the Grantee at the earliest possible time if this Agreement will or may be affected by a funding shortage. No penalty shall accrue to OS LI in the event this provision is exercised, and OS LI shall not be obligated or liable for any future payments as a result of termination under this section.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, and Attachment A, consisting of eighteen (18) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. No Employment Relationship.** The Grantee shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of its duties under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OS LI or to incur any obligation of any kind on behalf of the State of Wyoming or OS LI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

- J. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. Ann. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- M. Single Audit Requirements.** The Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it may be required to undergo an organization-wide financial and compliance single audit. If an audit is required, the Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Grantee shall provide one (1) copy of the audit report to OSLI and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to OSLI's records.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and OSLI expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- P. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Q. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- R. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- S. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

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

**STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:**

\_\_\_\_\_  
Jenifer E. Scoggin, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
City of Lander

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_

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

  
Tyler M. Renner, Supervising Attorney General

02-08-2024  
Date