



CITY OF LANDER REGULAR CITY COUNCIL MEETING

Tuesday, November 12, 2024 at 6:00 PM
City Council Chambers, 240 Lincoln Street

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/89059423425?pwd=NeitEyMoCvJlOCd704W9c50auT8P4c.1>

Meeting ID: 890 5942 3425

Passcode: 445032

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING ORDINANCE 2025-1 AMENDING TITLE 13, SECTION 13-12-1, STREET, RIGHT-OF-WAY AND ALLEY EXCAVATIONS-PERMITS TO INCLUDE UTILITY POLES

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

4. PUBLIC HEARING ORDINANCE 2025-2 AN ORDINANCE GRANTING TO SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM, IN THE DESIGNATED SERVICE AREA LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE.

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

5. 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

6. MAYOR AND COUNCIL UPDATES

7. STAFF REPORTS

8. 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 October 8, 2024 Regular Council Meeting Minutes

B. Approve October 22, 2024 Work Session Meeting Minutes

C. Approve October 29, 2024 Special City Council Meeting Minutes

D. Approve Bills and Claims

9. OLD BUSINESS (ACTION ITEMS)

A. Approve the second reading of Ordinance 2024-8 Repealing City of Lander Municipal Code Title 4-Zoning Sections 4-1-1 through 4-15-9 in its Entirety and Replacing it with Title 4- Planning and Zoning.

10. NEW BUSINESS (ACTION ITEMS)

A. Approve first reading of Ordinance 2025-1 Amending Title 13, Section 13-12-1, Street, Right-of-Way and Alley Excavations Permits to Include Utility Poles

B. Approve the first reading of Ordinance 2025-2 AN ORDINANCE GRANTING TO SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM, IN THE DESIGNATED SERVICE AREA LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE.

C. Reappoint James Whiting to another three-year term on the Tiger Joint Powers Board.

D. Appoint Chris Savon to the Planning Commission for a three-year term

E. Reappoint Kara Colovich to a second three-year term on the Planning Commission.

F. Reappoint Judy Legerski to the Housing Authority Board for a five-year term

G. Approve and authorize the Mayor to sign an updated Retainer Agreement with Adam Phillips for City of Lander Civil Attorney services in the amount of \$5,000 per month.

H. Approve License for Lander Community Foundation Storage shed to be placed north of the Rodeo Grounds

I. Approve License to Lindsey Washkoviak and Benjamin Elzay for 865 N 2nd alley encroachment

J. Approve and authorize the Mayor to sign the LANDER MUNICIPAL AIRPORT HANGAR SPACE LAND LEASE AGREEMENT Between the City of Lander and Steven Millsap for hangar space 505

11. ADJOURNMENT

**CITY OF LANDER - PUBLIC HEARING – ORDINANCE 2025-1
AMENDING TITLE 13, SECTION 13-12-1, STREET, RIGHT-
OF-WAY AND ALLEY EXCAVATIONS-PERMITS TO INCLUDE
UTILITY POLES**

You are hereby notified that an opportunity is being provided to give comment for or against the amendment to the current City of Lander Municipal Code Title 13, Section 13-12-1 – Street, Right-of-Way and Alley Excavation Permits to include utility poles during the first reading of the Ordinance on November 12, 2024, 6:00 p.m. at the Lander City Hall, 240 Lincoln Street, Lander, Wyoming. A summary of the proposed ordinance is available at the office of the City Clerk, 240 Lincoln St, Lander WY 82520, and on the City of Lander's website in the News section of the home page:

<https://www.landerwyoming.org>.

Written comments should be received by 5:00 pm, November 5, 2024. Written comments will be accepted by email to Lance Hopkin lhopkin@landerwyoming.org or by written comment to the address above. For further information please contact Lance Hopkin at (307)332-3956.

Rachelle Fontaine
City Clerk

ORDINANCE 2025-1

AMENDING TITLE 13, SECTION 13-12-1, STREET, RIGHT-OF-WAY AND ALLEY EXCAVATIONS-PERMITS

WHEREAS, a provision for street and alley excavation permits is found in the Lander Municipal Code in Title 13, and the governing body of the City of Lander finds an amendment of the provision is necessary;

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

SECTION 1: AMENDMENT “13-12-1” of the City of Lander Municipal Code is hereby *amended* as follows:

13-12-1 Street, Right-of-Way ~~And~~ Alley Excavations - Permits and Pole Removal

- A. Required. No person, firm, entity or corporation shall make any excavation or dig in ~~any ditch~~ in any paved, oiled, graveled, improved or unimproved right-of-way dedicated for street, ~~or~~ alley ~~or other~~ purposes in the City of Lander unless the person, firm, entity or corporation shall first obtain a permit from the City Building Inspector.
- B. Exceptions. This ordinance shall not be construed to mean that excavation permits are required for the installation of fences ~~and utility poles, or for excavation of any easement.~~ Also, permits shall not be required for routine maintenance or repair. However, excavation of, digging in or disturbance of the right-of-way is not considered routine maintenance or repair.
- C. Application for permit. No excavation permit shall be issued by the Building Inspector or his designate unless all information required by the permit has been supplied. The permit shall state the applicant's name, company name/owner and the company/owner's mailing address, the purpose of the permit, the location of the work site and the owner of the land/property for said work. When approved, the Building Inspector and the applicant shall sign said permit. That signature shall constitute a legal permit to excavate and ~~for~~ fill excavation within the public right-of-way.
- D. Notification of utilities. Permittee shall notify all utilities in writing within the area of the proposed excavation. Permittee shall also notify city police and fire department. Said notifications shall be made prior to digging.
- E. Fees shall be in accordance with the City of Lander Fee Schedule.
- F. Emergency excavation. Nothing in this chapter shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for making emergency repairs outside of ~~the~~ normal working hours; provided, that the person making such excavation shall apply to the Building Inspector for an excavation permit on the first working day after such work is commenced; and further, that the city police, fire, and street departments shall be notified to the extent practicable before the excavation of the intent to excavate and the reason for doing so. Only work necessary to satisfy the need that

constitutes the excavation, as an emergency shall be done before obtaining a permit as outlined in this chapter. A permit fee may be doubled if procedures are not followed.

- G. The City of Lander and city employees not liable: This chapter shall not be construed as imposing upon the City of Lander or any employee thereof any liability or responsibility for and damages to any person injured or property damaged by the performance of any excavation work for which an excavation permit is issued or for an emergency excavation. Nor shall the City of Lander or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspection authority under this chapter, the issuance of any permit or the approval of any excavation work.
- H. Exemption: The City and its employees while performing their duties shall be exempt from having to obtain a permit.
- I. Pole Abandonment. To the extent a person, company or other entity has or subsequently installs any pole in the right-of-way, and then abandons that pole because it is no longer needed for operation of the pole owner's primary service, the pole owner shall so notify the city in writing and remove such pole within sixty (60) days after abandonment of the pole for its primary use. Such pole removal shall occur even if persons, companies or other entities still have their equipment or facilities attached to the abandoned pole. It is the responsibility of those persons, companies or other entities with any attachment to an abandoned pole to make other suitable arrangements for themselves.
- J. Enforcement. If an owner of an abandoned pole fails to comply within the above time frame, the city may abate the nuisance and remove the abandoned pole at the pole owner's cost and expense including attorneys' fees. Failure of a person, company or other entity to timely remove an abandoned pole shall be considered a violation of this chapter. Persons, companies or other entities violating this chapter shall be fined in accordance with the City of Lander Fee Schedule. Each day of a continuing violation of this chapter shall be deemed a separate offense.

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 _____

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED by the Mayor and the CITY OF LANDER 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 _____, following passage, adoption and approval of Ordinance 2025-1, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

Rachelle Fontaine,
City Clerk

CITY OF LANDER - PUBLIC HEARING – ORDINANCE 2025-2
AN ORDINANCE GRANTING TO SPECTRUM PACIFIC WEST, LLC, AN
INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., ITS
SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO
CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM, IN
THE DESIGNATED SERVICE AREA LIMITING THE TERM OF SAID GRANT,
PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID
COMPANY MAY OPERATE.

You are hereby notified that an opportunity will be given for you to give comment for or against the Franchise Agreement granting Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc., and its successors and assigns, the right, permission and authority to construct, install, maintain and operate a Cable System in the designated service area at a Public Hearing and during the first reading of the Ordinance on November 12, 2024, 6:00 p.m. at the Lander City Hall, 240 Lincoln Street, Lander, Wyoming.

A summary of the proposed ordinance is available at the office of the City Clerk, 240 Lincoln St, Lander WY 82520, and on the City of Lander's website in the News section of the home page: <https://www.landerwyoming.org>.

Written comments should be received by 5:00 pm, November 5, 2024. Written comments will be accepted by email to Lance Hopkin lhopkin@landerwyoming.org or by written comment to the address above.

For further information please contact Lance Hopkin at (307)332-3956.

Rachelle Fontaine
City Clerk

Published Lander Journal November 2, 2024 and November 9, 2024

ORDINANCE 2025-2

AN ORDINANCE GRANTING TO SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., A ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM, IN THE DESIGNATED SERVICE AREA LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE,

WHEREAS, the City wishes to grant Grantee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a Cable System in the Service Area as designated in this Franchise;

WHEREAS, the City is a “franchising authority” in accordance with the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to applicable law;

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, and having held a Public Hearing on November 12, 2024, at 6:00 PM at City Hall, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

NOW, THEREFORE, Be it Ordained By the Governing Body of the City of Lander and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Franchising Authority and Grantee agree as follows:

SECTION 1:

Definition of Terms

1.1Terms. For the purpose of this Franchise, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Affiliate” when used in relation to Grantee means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

- B. “Basic Service” means any service tier which includes the retransmission of local television broadcast signals.
- C. “Cable Act” shall mean the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Cable Operator,” Cable System,” and “Cable Service,” shall be defined as set forth in the Cable Act.
- E. “City Council” shall mean the governing body of the Grantor.
- F. “Complaint” shall mean written correspondence received by Grantee via U.S. mail or email from a Subscriber in the City expressing dissatisfaction with the operation of the Cable System or expressions of dissatisfaction with the Cable Service from a Subscriber in the City.
- G. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- H. “Franchise” shall mean this Franchise, and the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, including locally-derived advertising revenues less commissions paid to third parties that are not Affiliates; provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity but shall not mean the Franchising Authority.

- K. “Service Area” shall mean the geographic boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- L. “State” shall mean the State of Wyoming.
- M. “Street” shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- N. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its term; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

Each term, provision or condition herein is subject to the provisions of State law, federal law, and the lawful, generally applicable provisions of the Municipal Code, and ordinances and regulations. This Franchise is intended to convey limited rights and interests only as to those Streets in which the City has an actual interest. It is not a warranty of title or interest in any street; it does not provide Grantee with any interest in any particular location within the street; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of eight (8) years, commencing on the Effective Date of this Franchise.

2.3 Police Powers, Conflicts with Franchise and Compliance. The Grantee agrees to comply with the terms of any lawfully adopted local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this

Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise shall control.

Grantee and the City shall comply with all federal and State laws, including any changes in such laws that occur subsequent to the Effective Date of this Franchise. Provided, however, that nothing in this Franchise shall preclude Grantee or the City from challenging any such laws on any basis.

- 2.4 **Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the Streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 **Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees from all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor; provided, however, that the Grantee shall still be responsible for the costs, attorneys' fees and expenses of Grantor's defense, if at the conclusion of the action there is a determination that Grantee had a duty to indemnify Grantor. In the event Grantor elects to settle any such claim, Grantee shall have no obligation to pay any settlement amount unless Grantee has pre-approved the same in writing. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 **Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers’ Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned and hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$3,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 **Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas, subject to economic feasibility. Cable Service offered to Subscribers

pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Developments - Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to use its best efforts to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent to the addresses set forth in Section 14.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electrical Safety Code and applicable FCC technical requirements and the provisions of Section 8.3.

7.2 Construction Practices and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may be amended from time to time, regardless of the transmission technology utilized.

7.4 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

7.5 One Call of Wyoming. In the event of underground construction by the City, Grantee shall comply with Wyoming 811 requirements and promptly mark the location of its underground facilities in the area of construction.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other underground facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee has access to the foregoing on reasonable terms and conditions. Where Grantee does not have access on reasonable terms and conditions, Grantee shall apply for all legally required permits of the Grantor and Grantor shall not unreasonably delay or withhold approval of such permits.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may place its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of lines underground or the movement of lines, Grantee shall be reimbursed upon the same terms and conditions as any telephone and electric utilities.

8.3 Codes and Permits. Grantee, its contractors and subcontractors, as applicable, shall obtain all legally required permits, at its and their expense, before commencing any work requiring a permit, including, but not limited to the opening or disturbance of any Street or use of any public easement within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimal interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and operational condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Inspection of Construction and Facilities. The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least forty-eight (48) hours' notice, or, in case of an emergency, upon demand without prior notice.

8.6 Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's lawful, non-discriminatory ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors.

8.7 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public ways or Streets as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the public ways or Streets immediately prior to such damage or disturbance.

8.8 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.9 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.10 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the City rights-of-way are responsible for the costs related to the relocation of their facilities.

8.11 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.12 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.13 Emergency Use. Grantee shall comply with 47 U.S.C. Section 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Procedures. The Grantee shall furnish each Subscriber at the time service is installed, with written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under this Franchise.

9.5 Service to Public Building. The Grantee will provide one outlet of Basic Service (and, if necessary, the equipment required to receive Basic Service) at City Hall, located at 240 Lincoln Street, Lander, WY, to be used for the City’s internal, non-commercial and non-public use, at no charge to the City, but on a voluntary basis. The Grantee will provide the Franchising Authority

with at least 120 days' written notice in advance of any decision to alter or discontinue such complimentary service, provided that the Grantee will immediately discontinue such services to such location at such time that the Grantor is not using such location for municipal purposes.

9.6 Customer Service Standards. Grantee shall comply with the customer service standards in 47 C.F.R. § 76.309 of the FCC's Rules and Regulations, as may be amended from time to time.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to Five percent (5%) of Grantee's annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees are to be paid to the Grantor pursuant to the Franchise commencing with the Effective Date of the Franchise.

10.3 Quarterly Franchise Fee Reports. Upon request from the Grantor, Grantee shall provide a written report to the Franchising Authority, containing an accurate statement in summarized form, as well as in reasonable and customary detail, of the Grantee's Gross Revenue and the computation of the payment amount.

10.4 Audit or Review. On an annual basis, upon 30 days prior written notice, the Franchising Authority shall have the right to conduct an independent audit or review of the Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. The report shall be shared with the Grantee promptly after the results are provided to the Franchising Authority. Any undisputed amounts due to the Franchising Authority as a result of the audit or review shall be paid within 60 days following the later of the delivery of the written notice to the Grantee by the Franchising Authority, or the delivery to the Grantee of the audit or review information. If the report shows that franchise fee payments have been underpaid by 5% or more, and subject to applicable law, Grantee shall pay the documented, itemized cost of the audit or review, such cost not to exceed \$5,000.

10.5 Interest. In the event of any late undisputed payment or underpayment, the Grantee shall pay, in addition to the amount due, interest at the rate of 1% per month, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment.

10.6 Other Fees and Charges. The franchise fee shall be in addition to all lawful and non-discriminatory taxes, levies, assessments, license fees, permit fees, or charge on the business, occupation, property or income of the Grantee which are now or will be required to be paid to the Franchising Authority under federal, State or local law, provided that such additional assessments do not violate 47 U.S.C. Section 542.

10.7 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.8 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11

Transfer of Franchise and Cable System

The Franchise granted hereunder and Cable System shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, and such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain and provide for inspection upon written request:

- A. A record of all written Complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year; and
- B. A service area map showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three

(3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of 47 U.S.C. Section 551 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) cure such default, or (iii) if, by the nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the City Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the City in a newspaper of general circulation within the City. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 **Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating Grantor's intent to revoke the Franchise.
- B. At the hearing, the City Council shall give the Grantee an opportunity to state its position on the matter, and present evidence and question witnesses, after which the City Council shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeal procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place, which will then become the property of the City.

SECTION 14

Miscellaneous Provisions

14.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, pandemics, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

14.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal

negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor or Subscribers.

14.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Equal Protection. If any other provider of cable services or wireline video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

14.5 Notices. Every notice or response required by this Franchise to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party when hand delivered or five business days after having been posted in a properly sealed and correctly addressed envelope when sent by certified or registered mail, postage prepaid or when sent via electronic mail (email).

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Lander
240 Lincoln St
Lander, Wyoming 82530
Attention: Mayor
Email: clerk@landerwyoming.org

The notices or responses to the Grantee shall be addressed as follows:

Spectrum Pacific West, LLC, l/k/a Charter Communications
611 E. Carlson Street
Cheyenne, WY 82009
Attention: Government Affairs
Email: mike.mores@charter.com

With a copy to:

Charter Communications
Attn: VP, Government Affairs & Franchising
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001
Email: charterfranchisenotices@charter.com

The Franchising Authority and the Grantee may designate another address or email address from time to time by giving written notice to the other without having to amend this Franchise.

14.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor’s receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.6 above.

14.7 Descriptive Headings. The headings to sections or subsections are intended solely to facilitate the reading thereof. They shall not affect the meaning or interpretation of the text herein.

14.8 No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person to enforce the terms of this Franchise.

14.9 Severability. If any section, subsection, sentence, clause, or phrase of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Entire Agreement. This Franchise constitutes the entire agreement between Grantee and the Grantor regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.11 Amendments of Franchise. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

14.12 Publication Costs. Grantee shall pay the City for the documented reasonable cost incurred by the City for publication and notice of this Franchise.

14.13 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

14.14 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

14.15 No Waiver. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

14.16 Venue and Governing Law. Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in the District Court, Fremont County, Wyoming, or in the United States District Court for the District of Wyoming in Lander. This Franchise shall be governed, construed and enforced in accordance with State and federal law.

14.17 Wyoming Governmental Immunity. The Franchising Authority does not waive its governmental immunity or its defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

14.18 Effective Date. This Franchise granted herein will take effect and be in full force from and after the date first above written (“Effective Date”).

SECTION 15. This Ordinance and the respective rights and obligations of the parties hereunder are subject to all present and future valid governmental legislation or regulation, whether federal or state, of duly constituted authorities which have jurisdiction over this Ordinance, one or both of the parties, or any transaction hereunder.

SECTION 16. This Ordinance and the rights, authority and franchise herein and hereby granted shall terminate and be of no further force and effect:

- (a) unless within six (6) months after final passage of this Ordinance Grantee shall file with the Clerk of said Municipality a written acceptance hereof; also
- (b) if and when, after such acceptance Grantee shall file with the Clerk of said Municipality a surrender hereof in writing.

SECTION 17. This Ordinance shall be in full force and effect from after its final passage and publication as required by law and upon acceptance by Grantee shall be held to constitute a binding contract between said Municipality and Grantee, subject to its terms and conditions.

SECTION 18: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 19: 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.

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

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

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, following passage, adoption and approval of Ordinance 2025-1, Monte Richardson, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

Rachelle Fontaine, City Clerk

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, October 08, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

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

2. **APPROVAL OF AGENDA**

The motion was made by Councilmember White and 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** FY 2023 2024 Budget Amendment

- A. Mayor Richardson opened the public hearing at 6: 01 PM
- B. City Treasurer Charri Lara introduced and read the proposed FY 2023 2024 Budget Amendment.
- C. Public comment: Councilmember Larsen commented the income equals the overages and the City is even. Lara commented that the City is in a surplus as these are unaudited numbers. There is a \$700,000 surplus, \$510,00 which was anticipated additional SLIB monies.
- D. Mayor Richardson closed the public hearing at 6: 02 PM.

4. **PUBLIC HEARING** Ordinance 2024-8 Repealing City of Lander Municipal Code Title 4- Zoning Sections 4-1-1 through 4-15-9 in its Entirety and Replacing it with Title 4- Planning and Zoning

- A. Mayor Richardson opened the public hearing at 6:03 PM.
- B. Assistant Mayor RaJean Strube Fossen read an outline of the proposed Title 4 changes.
- C. Public comment: Councilmember D Hahn disagrees with the Planning Commission and is not in favor of the proposed changes. He believes densification is not part of Lander’s true values of open space and large lots. The proposed changes will create new problems for the community, especially in Ward 1, on the North Side. He raised concerns about the new zoning ideas originating from countries like Japan and China, which involve high-density housing. He noted that this approach does not align with local values and could negatively impact the community.

Councilmember J Hahn highlighted various disadvantages of high-density housing, including environmental degradation, higher mortality rates, mental health issues, increased stress levels, urban heat island effect, traffic congestion, and reduced green spaces. High-density housing can crowd out affordable housing, driving out longtime residents. These issues outweigh the potential tax revenue benefits. He commented that the people who work in Lander cannot afford the homes on the market.

Councilmember Stuble commented that she is grateful for all of the community’s input and to the Planning Committee for their work. She emphasized the need to address housing supply and affordability issues, citing feedback from various sectors like the police department, chamber of commerce, schools, and hospitals. She supports changes to the building code to improve housing options while recognizing code changes will not be the only answer, but I something the City Council can consider.

Councilmember White thanked the people in attendance. She commented that in the four years she has been a part of the Planning Commission there was never a reference that these proposals were based on other countries. She also has heard from many people concerned about housing. The city has sufficient water and sewer resources to support a population of up to 10,000 people.

She highlighted the high cost of infrastructure improvements, such as redoing Lincoln Street, and expanding the City limits to provide housing increases these costs. The speaker argued that increasing the number of residents could help lower costs per capita. The City Council cannot control the sale process of homes, but they can support an increase in the housing supply.

Councilmember D Hahn commented that he has not heard anyone talk about water. He discussed the effect these changes, and some of the current construction, has on neighborhoods and parking. The impact of short-term rentals and Airbnbs on the housing market was discussed. He argued for a cap on these rentals to prevent market disruption. He does not like the direction the Lander City Council is going.

Councilmember J Hahn commented on the need for street, water, and sewer repairs as per public demand. He emphasized listening to the public and making decisions based on their needs. He reiterated concerns about the impact of new housing developments on existing neighborhoods, including fire hazards and loss of scenic views. He suggested a public vote for zoning changes.

Councilmember White commented that she is listening to the Lander public, and this is a conversation she has had for five years. Many members of the public are requesting that the Council make attainable housing more achievable.

Janelle Hahn addressed the Council. She lives in the R3 zone being discussed. If this issue is put to a vote of the people, only R3 residents should vote as they are the only residents affected. She commented on the documentation and feasibility of building affordable housing units and the responsibilities of council members who own property. She questioned the willingness of council members to develop their land for affordable housing.

Karen Wetzel asked the Council how things would improve with these changes. The challenge will be how to lower the housing costs. She expressed her concerns about the ability to afford housing, the changes to the town, and the effect on long-term residents. There is a need for better-paying jobs and the cost of housing, including rentals, has to go down. There should be something done with the number of Airbnbs, as they reduce the number of available properties for sale.

Juanita Duncan addressed the Council expressing concern for the proposed changes, including the small lots and loss of green space. The Council considered density several years ago and rejected the proposals. She has sympathy for the issues but does not believe this is the solution to address housing costs. There are a number of issues contributing to the issue. She requested the Council not proceed with the changes.

Coleman Griffin commented that almost all the expensive houses are on the south side and this change will make this worse. These changes do not solve the problems. Many lots in R2 and R3 are not big enough for these changes to have an effect. Neighborhood covenants also restrict building options. Changes need to be implemented fairly with the burden and cost borne equally by all residents.

Kathleen Averill commented that the Planning Commission and City Council have received her comments. They were published in the paper. She requested proof that these changes would bring down housing costs and data from comparable towns.

Judy Legerski addressed the Council her expressing concerns. She discussed the zoning map, and it appears to be spot zoning, which is never good. She has concerns about the five-foot set-back and fire dangers, as well as the requirement of only one off-street parking space per unit, while most people have more than one car and medical facilities will need parking for patients.

Gina Kolovich thanked the Planning Commission for addressing the housing issue. She does not agree with the changes, but as a whole, the changes provide a workable solution. She urges a limit on short-term rentals and regulations for snow removal.

Nick Hudson commented that increasing housing in certain areas is not fair and will probably bring property values down. He expressed concerns about fire behaviors and these changes make suppression of house fires before spreading more difficult.

D. Mayor Richardson closed the public hearing at 6:55 PM.

5. COMMUNICATION FROM THE FLOOR Public Comment

Janelle Hahn expressed her concerns about the poor maintenance of the community center's yard and the need for better oversight of contracted services.

Charles Woolwine addressed the Council concerning abortion in Wyoming. He called for Lander to lead Wyoming by example by proclaiming Lander to be a safe haven for unborn children. He made a citizen-based proclamation.

6. MAYOR AND COUNCIL UPDATES

Councilmember Larsen commented that a Riverton business had a large quantity of nice re-purposed asphalt. Lander has tons of asphalt, and he would like Lander to explore that option.

Councilmember White provided a Senior Center and Air Service update. She commented that there is confusion about the half-cent ballot language. The ballot language has not changed. The MOU between the Fremont County governmental entities did change. Both the original MOU and the changed MOU were approved by the governmental entities, not the public at large.

Council President Cox reported that LEDA is experiencing changes. She thanked people for attending the meeting and expressing their opinions.

Councilmember Stuble provided liaison position updates. The second round of interviews for the Parks and Recreation Director is scheduled for Friday.

Councilmember J Hahn echoed Council President Cox's comments concerning people attending the meeting and expressing their opinions. Councilmembers should not question or be rude to the public.

Mayor Richardson hopes all Councilmembers are respectful. He also thanked everyone for attending.

7. STAFF REPORTS

Public Works Director Lance Hopkin discussed asphalt and patch repairs. The water department is repairing valves in Indian Lookout with stainless steel hardware.

Assistant Mayor RaJean Strube Fossen informed the Council that there is an RFP out for water and street improvements on Bishop Randall Drive. There will be a special council meeting October 29, 2024, to award the bid.

City Treasurer Charri Lara added that the reason for bidding and the special meeting to award the project is that this is a grant project.

8. CONSENT AGENDA

- A. Approve September 10, 2024, Regular Meeting Minutes
- B. Approve September 24, 2024, Regular Meeting Minutes
- C. Approve September 24, 2024, Work Session Minutes
- D. Approve Bills and Claims

71 CONSTRUCTION CO Various Street Repairs 45,111.30, 7220 CONSULTING LLC City Hall Remodel 7,271.91 7220 CONSULTING LLC City Hall Remodel 2,368.59, ADAM E PHILLIPS ATTORNEY AT LAW Professional Fees 4,460.00, ALSCO Community Center Linens 2,089.42, API SYSTEMS INTEGRATORS Installation and hardware for new cell dialer for f 1,200.00 API SYSTEMS INTEGRATORS 12 months cell based fire monitoring service for 547.35, ARDURRA GROUP INC Popo Park Entrance 16,571.25, AYRES ASSOCIATES INC Master Plan through September 14, 2024 11,314.90, BADGER METER INC Beacon Mobile Hosting 326.20, BAGLEY, JOHN K. Flyin 2,500.00, BOBCAT OF THE BIG HORN BASIN INC Windshield wiper arm 76.62, BOYLE ELECTRIC power to aerator 1,065.50, BROWN COMPANY Service call for computer reset 574.86, CENTRAL BANK & TRUST Petty Cash Reimbursement Sept. 2024 #2 75.00 CENTRAL BANK & TRUST Petty Cash Reimbursement Sept. 2024 #2 625.00 CENTRAL BANK & TRUST Petty Cash Reimbursement Sept. 2024 #2 11.70, CENTURY LINK Acct #333469244 8.28.2024 176.06 CENTURY LINK Acct #333636735 8.28.2024 110.58 CENTURY LINK Acct #333645632 8.28.2024 110.58 CENTURY LINK Acct #333888956 8.28.2024 37.66 CENTURY LINK Acct #333888960 8.28.2024 45.15, CFS INSPECTIONS Ladder testing for ground ladders and aerial 1,933.00, COMMUNICATION TECHNOLOGIES INC Power supplies for radios 325.00, COMMUNITY CENTER REFUNDS COMM. CTR REFUND - ONE SHOT 500.00, CONNOR, ADAM 1/2 Recipient 13,431.59, COWBOY SUPPLY HOUSE Acct #1119 Community Center Cleaning Suppli 192.90, CROELL INC rock for stock pile 2,284.78 CROELL INC concrete for valves and manhole s. 6th 613.50 CROELL INC cement for softball batting cage 603.75, DOWL Park pathway design to be reimbursed by CD23 6,054.86, DRUG TESTING SERVICES LLC employee screening 100.00 DRUG TESTING SERVICES LLC

employee testing 65.00, ELLIS CONCRETE INC curb and sidewalk Valley View dr. 12,169.50, EMPLOYEE REIMBURSEMENTS HOTEL 1 NIGHT SLIB MEETING 227.50, FERGUSON ENTERPRISES INC 4''' megalugs 345.92 FERGUSON ENTERPRISES INC sewer fittings stock 316.96 FERGUSON ENTERPRISES INC 20''' cap for ac line 899.91 FERGUSON ENTERPRISES INC curb stop for well 400.00 FERGUSON ENTERPRISES INC repair clamps 750.00, FLEX SHARE BENEFITS 250.90, FLOYD'S TRUCK CENTER WY Charge air cooler 1,174.24, FREMONT CO SOLID WASTE DISPOS trash removal 33.80 FREMONT CO SOLID WASTE DISPOS lander live and gravel bike race 13.00 FREMONT CO SOLID WASTE DISPOS trash removal 33.80, FREMONT COUNTY TREASURER JAIL BILL 4,565.00 FREMONT COUNTY TREASURER Dispatch - Police & Fire 17,695.81 FREMONT COUNTY TREASURER Dispatch - Police & Fire 499.24 FREMONT COUNTY TREASURER Maven Property Taxes 1/2 12,852.22 FREMONT COUNTY TREASURER JAIL BILL 9,570.00 FREMONT COUNTY TREASURER Property Taxes Sinks 1,639.08, FREMONT ENGINEERING & SURVEYING Survey Check on Buena Vista 705.00, FREMONT ENGINEERING & SURVEYING Survey Check on Buena Vista 705.00, GALES CARPET ONE Flooring supplies for city remodel 2,439.22, HDR ENGINEERING INC Baldwin Creek Intersection Study 3,177.50 HDR ENGINEERING INC Buena Vista Design 2,570.36 HDR ENGINEERING INC Buena Vista Roadway Design 1,853.75 HDR ENGINEERING INC Pay Estimate 12,988.08, HEIKKILA CONSTRUCTION LLC Drywall labor for remodel 11,524.54, HEIL ELECTRIC Repair on electrical at LCCC 182.00, HIGH COUNTRY CONSTRUCTION Tank and Pump Station Work 655,226.65, LANDER SENIOR CITIZENS CENTER 24-Aug 900.74, LANDER SWIM CLUB 2024 Spook Splash Sponsorship 200.00, LANDER PET CONNECTION This is for the 2023 and 2024 contract with the 5,000.00-, LAWSON PRODUCTS Rags 124.40, MASA MASA Flight Insurance Renewal - Pieracini 228.00, MASTERCARD: Tree tools 166.61, Supplies 20.00, Microwave 73.85, wrpa state conference cheyenne 235.00, wrpa conference cheyenne, Jason Byrd 235.00, Birthday Cake for employee Birthday 25.99, Checked Bag for Flight 20.00, Checked Bag for Flight 20.00, Phone 218.98, Phone 249.21, Phone 290.06, Phone 25.76, Phone 113.85, August 2024 2nd set of BacT samples 60.00, assorted supplies 123.85, Travel 16.23, Travel 36.55, Travel 79.08, Travel 22.75, Travel 4.67, Misc Supplies 72.94, Travel 45.45, Travel 22.60, Travel 28.60, Prof fees - LCCC 249.00, Meeting supplies 65.90, Remodel furniture storage 175.00, misc fencing supplies, padlocks, wasp spray, wo 955.29, Supplies for Rotary volunteer project on City Pa 36.27, September 1st set of BacT sampling 75.00, WAMCAT Silent Auction item 51.17, Cross walk paint 595.44, Acct#173012201 AUG2024 Fiber 449.50, Acct#173012201 AUG2024 Fiber 449.50, sewer caps and fittings 38.84, fittings for stilling well 120.76, Ethanol Free - Premium Fuel Mosquito Foggers 25.00, Yellow writing pads 9.93, digital recorder, aa and aaa batteries and water 100.24, New paper towel holder for kitchen break room 9.49, Vandal proof TP holders for Welcome Center 73.98, Wall Mount for TV in back conference room 29.99, Rubber mat to seal fuel tank for Jet A Tank 30.99, towel dispenser for Welcome Center 48.00, Refill for soap for bathrooms 61.68, New pull reel for honda engine 13.47, Crankcase cover for honda engine 48.95, Copy Paper 119.24, Video Storage fee 39.88, Toilet paper for the terminal 101.48, fuel shut off sign for the airport 29.95, sprayer nozzle 14.78, battery's and furnco's 45.80, Headcover and assembly for honda engine 68.95, Stainless washers 29.10, Video Storage 3.38, flyers for wings and wheels - fly in at airport 75.00, j&s forms 294.55, August 2024 Water Bills 692.22, Video Storage 1,548.00, Travel 6.50, Returned the Honda engine that we ordered 750.29-, Concrete work 315.13, Travel 7.00, Supplies 965.43, Supplies 965.43, AWS Stacker 23.99, Initial lightning strike response from Perfect Pow 2,330.01, Training in Utah 9-24-26-2024 Sgt Maus 400.00, LED Screen for master power switch hit by light 10,714.10, Paying for lightning strike repairs 11,844.10, Refund on an Invoice that was paid separately. 10,714.10-, Travel police 477.99, publication 3,643.19, Lifeguard Training Modules for camp 1,176.00, Travel 522.53, Uniforms 144.00, Uniform shirts and Ties 328.81, Hotel Room APT Conf 2024 382.96 Hotel Room APT Conf 2024 382.96, Travel 10.56, Travel 1.99, Track 4,598.00, Wildland boots 405.00, Acct#8313 30 500 0003689 AUG2024 Phone C 14.22, Acct#8313 30 500 0003689 AUG2024 Phone C 122.01, Acct#8313 30 500 0003689 AUG2024 Phone C 129.98, Acct#8313 30 500 0003689 AUG2024 Phone C 129.99, Acct#8313 30 500 0003689 AUG2024 Phone C 129.99, Acct#8313 30 500 0003689 AUG2024 Phone C 259.98, Acct#8313 30 500 0003689 AUG2024 Phone C 129.99, Acct#8313 30 500 0003689 AUG2024 Phone C 129.99, Acct#8313 30 500 0003689 AUG2024 Phone C 129.99, Acct#8313 30 500 0003689 AUG2024 Phone C 129.99,Travel 4.00,Travel 28.00, Past due taser order 1,829.18, Acct#3024-9062730-001 AUG2024 Trash Serv 977.00, Acct#3024-9062730-001 AUG2024 Trash Serv 150.27, Acct#3024-9062730-001 AUG2024 Trash Serv 171.60, Acct#3024-9062730-001 AUG2024 Trash Serv 157.36, Acct#3024-9062730-001 AUG2024 Trash Serv 721.38 Fuel for paint buggy 13.48, ammonia standards 171.58, hi level alarm for sewer ponds 681.43,Google Workspace August 2024 853.20,Google Workspace August 2024 853.20, misc bolts, screws, paint, wire ties, hooks 586.05,Cinch door btm 30.75, Supplies 80.00 Supplies 26.48,Materials for Clty office remodel 990.10,Recording plats/deeds 242.00 Travel 22.95,Redd Fox Park TTHM & HAA5 testing 333.00, August Wastewater Sampling 254.00,August Wastewater Sampling 362.00,WTP 3rd Quarter TOC sampling 108.00,August Wastewater Samples 309.00,Shipping for 3rd Quarter TOC sampling

55.00, August Wastewater Testing 309.00, 2024 Lead and Copper Sampling 508.00, August Wastewater Testing 254.00, August Wastewater Testing 309.00, Collar brass for uniform shirts 113.00, Travel 37.55, Travel 5.55, materials for city office remodel 839.60, Live trap and bait for rock chucks digging holes i 74.98, Oil for gas pumps and a funnel to fill them 26.99, Oil for gas pumps and a funnel to fill them 4.99, Reducer Coupling 37.97 Screw extractors 15.98, fittings for sewer at ponds 45.08, plumbing fittings for sewer ponds 22.34, 2 hole punch 34.48, Travel 957.40, column shifter tube 48.92, filters 83.70, Evap purge solenoid 55.54, valve and fittings 52.09, Filter and adhesive 52.42, filters, oil, wiper blades for stock 384.52, Windshield washer fluid 185.99, upper control arm's, and wheel bearing 424.24, door hinges 159.63, stock order 497.63, rear main seal, oil pan gasket, i beam bushings 100.89, Heater Hose 42.41, A/C Condenser 147.65, AC Condenser 140.25, Credit 321.01-, travel 11.73, Travel 11.41, Food for training 38.91, Food for Training 43.68, Mattocks - UT trip 7.41, Rebate .93-, Rebate - Fuel .42-, Day of Concrete Work - no break 74.75, Supplies 468.00, membership renewal 264.00, water testing 15.00, Staples 25.76, lag screw and eye bolt 37.45, post for stilling well 42.12, post for level alarm housing at ponds 19.28, e-coli testing for August 2024 270.00, WT-8 Battery 320.42, Storage 40.00, Food during Water Break 94.14, plumbing fittings for ponds 19.03, Office supplies 14.84, Travel 5.04, Dog chip readers x 2 879.98, Taser batteries x 4 348.80, CPVC glue recommended by spears to avoid le 123.30, Vonage Phone Services AUG2024 823.90, Vonage Phone Services AUG2024 823.89, storage container for remodel at City Hall 265.00, Brass valve 5.39, MES ROCKY MOUNTAINS Helmet replacement parts 118.11, METRON FARNIER meters to try 4,860.00, NORCO INC Cylinder Rental Acct# 100.75, OFFICE OF STATE LANDS & INVEST Loan payment 06/30/2025 185,000.00- OFFICE OF STATE LANDS & INVEST 06/30/2025 Loan Payment 66,000.00- OFFICE OF STATE LANDS & INVEST 06/30/2025 Loan Payment 33,000.00- OFFICE OF STATE LANDS & INVEST Loan #CW142 66,000.00 OFFICE OF STATE LANDS & INVEST Loan #DW180 33,000.00 OFFICE OF STATE LANDS & INVEST Loan #DW194 185,000.00, OFFICE SHOP, INC. Service call to fix copy machine at City Hall 75.00, ONE CALL OF WYOMING dig tickets for Aug. 2024 57.00, PAINT SYSTEMS LLC Paint for city hall remodel 2,075.00, PATRICK CONSTRUCTION INC vault at sewer ponds 10,414.50, PERFECT POWER INC City 2024 remodel electrical rough in and demol 12,456.39, POSTMASTER Utility Billing Postage 5,000.00, RDO EQUIPMENT CO Credit Adjustment Cust #28700002 6.00- RDO EQUIPMENT CO mower blades 201.99, REWORX Contract work for tracking systems and automat 2,482.50 Total REWORX (1347): 4,965.00, RIVERTON TIRE & OIL CO tires 739.42 RIVERTON TIRE & OIL CO tires 585.68 RIVERTON TIRE & OIL CO tires 1,144.00 RIVERTON TIRE & OIL CO tires 585.68 RIVERTON TIRE & OIL CO tires 671.28, ROCKY MOUNTAIN POWER Acct #58604211-001 3 July 2024 3,232.03 ROCKY MOUNTAIN POWER Acct #58604211-001 3 July 2024 271.98 ROCKY MOUNTAIN POWER Acct #58604211-001 3 July 2024 1,562.92 ROCKY MOUNTAIN POWER Acct #58604211-001 3 July 2024 3,925.85 ROCKY MOUNTAIN POWER Acct #58604211-001 3 July 2024 366.57 ROCKY MOUNTAIN POWER Acct #58604211-001 3 July 2024 164.34 ROCKY MOUNTAIN POWER Acct #58604211-001 3 July 2024 4,386.60 ROCKY MOUNTAIN POWER Acct #58604211-001 3 July 2024 3,432.11 ROCKY MOUNTAIN POWER Acct #58604211-001 3 August 2024 3,850.17 ROCKY MOUNTAIN POWER Acct #58604211-001 3 August 2024 324.61 ROCKY MOUNTAIN POWER Acct #58604211-001 3 August 2024 1,548.66 ROCKY MOUNTAIN POWER Acct #58604211-001 3 August 2024 4,199.48 ROCKY MOUNTAIN POWER Acct #58604211-001 3 August 2024 313.55 ROCKY MOUNTAIN POWER Acct #58604211-001 3 August 2024 123.98 ROCKY MOUNTAIN POWER Acct #58604211-001 3 August 2024 4,496.72 ROCKY MOUNTAIN POWER Acct #58604211-001 3 August 2024 3,437.30 ROCKY MOUNTAIN POWER Acct #58604211-001 3 September 2024 4,577.34 ROCKY MOUNTAIN POWER Acct #58604211-001 3 September 2024 368.66 ROCKY MOUNTAIN POWER Acct #58604211-001 3 September 2024 1,566.50 ROCKY MOUNTAIN POWER Acct #58604211-001 3 September 2024 4,299.04 ROCKY MOUNTAIN POWER Acct #58604211-001 3 September 2024 381.11 ROCKY MOUNTAIN POWER Acct #58604211-001 3 September 2024 55.55 ROCKY MOUNTAIN POWER Acct #58604211-001 3 September 2024 4,067.74 ROCKY MOUNTAIN POWER Acct #58604211-001 3 September 2024 3,925.12 ROCKY MOUNTAIN POWER Acct #58693041-001 2 10.25, SENTINEL SECURITY secure all exterior and pole cameras and a syst 95.00, TOTZ EQUIPMENT Used mower for parks 7,100.00, STRIKE CONSULTING GROUP Stilling Well Installation 12,140.64 STRIKE CONSULTING GROUP Sewer Master Plan 761.25 STRIKE CONSULTING GROUP Water Meter Project 906.25, SUMMIT FIRE & SECURITY Fire Inspection at LCCC & Fire Extinguisher 468.25, SWEETWATER AIRE fix ice machine at the fire hall 1,212.09 SWEETWATER AIRE ac at public works 172.50, TEAM LABORATORY CHEM LLC Cold mix 1,137.00 TEAM LABORATORY CHEM LLC Ammonia Bugs 3,482.00, TEGELER AND ASSOCIATES Add 2024 Western Star Sewer Jett Vehicle 1,460.00 TEGELER AND ASSOCIATES Vol Fire Insurance 3,785.00, THATCHER COMPANY Pup of Chlorine 9,036.11 THATCHER COMPANY Tanker of Aluminum Sulfate 10,477.21, THE PRINT SHOP scan large prints WALLER, TECIA Maintenance at LCCC and City Hall 500.00 Total WALLER, TECIA (1333): 4,500.00 50.00, RIHYDRO CORPORATION Final bill for Wetland determination Popo Agie R

3,090.25,USA BLUE BOOK 2 new jar testing beakers 221.84 USA BLUE BOOK 4 new jar testing beakers 368.60 USA BLUE BOOK 6 new jar testing beakers 552.90,VAN DIEST SUPPLY CO. 3-D Broadleaf Herbicide - Parks and city propert 239.00 VAN DIEST SUPPLY CO. Cleantraxx, Highnoon, and Milestone Herbicide 3,348.00 VAN DIEST SUPPLY CO. RangerPro Glyphosate Herbicide - Streets and 435.75 VAN DIEST SUPPLY CO. 2nd Shipment of 3-D Turf Herbicide for broadlea 478.00 VAN DIEST SUPPLY CO. Ranger Pro Glyphosate Herbicide - bare ground 473.75,VELASQUEZ, LIANA 1/2 Recipient 1,258.38- , VERIZON WIRELESS - VSAT Preservation of evidence L24-03053 50.00,WALLER, TECIA Maintenance at LCCC and City Hall 4,500.00,WAMCO LAB INC. wet test sewer ponds 2,300.00 WAMCO LAB INC. DMRQA wet test 380.00,WATER REFUNDS REFUND - WATER - PALMENO 216.04,WESTERN LAW ASSOCIATES Professional Services 3,633.79,WHITING LAW PC September 2024 Services 857.50,WILLIAM H SMITH & ASSOC Lincoln Street Construction Admin 3,890.00 WILLIAM H SMITH & ASSOC Baldwin Creek Road Task 3 2,080.00 WILLIAM H SMITH & ASSOC Streets Testing 450.00,WWC ENGINEERING Well Project Engineering 1,500.00,WYDOT Agency Code: 10-03-000 License Plates 101 T 1,010.00 WYDOT exempt vehicle plates 4 pd vac truck 50.00,WYDOT - FINANCIAL SERVICES Cust #60 AUGUST 2024 Fuel 4,199.58 WYDOT - FINANCIAL SERVICES Cust #60 AUGUST 2024 Fuel 252.12 WYDOT - FINANCIAL SERVICES Cust #60 AUGUST 2024 Fuel 2,099.79 WYDOT - FINANCIAL SERVICES Cust #60 AUGUST 2024 Fuel 2,099.78,WYOGLOSS LLC windshield 527.75,WYOMING RETIREMENT SYSTEM Firefighter retirement 637.50,WYOMING STATE FIREMEN'S ASSN. Uniform Patches 31.00, PARTTIME WAGES Cemetery 4,439.63, Municipal Court 1,181.25, Parks 1,494, Police 1,584, Weed & Pest 4,919.23, AFLAC 454, CSSW 1,554.50, Colonial 232.55, Payroll Taxes 88,006.15, Def Comp 7, 115, Flexshare 866.67, Trustmark 394.65, WEBT 86, 298.28, Workers Compensation 5,335.20, WRS 61,328.45.

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

9. OLD BUSINESS (ACTION ITEMS)

- A. Approve the third and final reading Ordinance 2024-7 Amending Ordinance 2023-3 and Title 12, Section 12-3-3, Parks and Recreation Potential Penalties for Park Rule Violations.

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

10. NEW BUSINESS (ACTION ITEMS)

- A. Approve the first reading of Ordinance 2024-8 Repealing City of Lander Municipal Code Title 4- Zoning Sections 4-1-1 through 4-15-9 in its Entirety and Replacing it with Title 4- Planning and Zoning.

The motion was made by Councilmember White and seconded by Councilmember Larsen.

Discussion: Zach Mahlum from the Planning and Zoning Commission was present to answer questions. Council President Cox has questions and concerns about what the City has control over and what it does not. She indicated that there is a process with three readings and time for some research. D Hahn questioned the possibility of scaling the changes back. Is it possible to have 3 stories instead of 4 and some decent parking? Mr. Mahlum stated he is happy to take back specific suggestions. He believes we need to make this fit the community. J Hahn thanked Mr. Mahlum for his hard work and volunteering. He commented that there is a disparity in the suggestions and that yards are important for kids. D Hahn commented if we vote on this and pass it there is no going back or changing it. There is a fine line between progress and ruining a town. Councilmember Stuble stated it would be interesting to weigh height adjustments in different zones. She has received comments in favor of these changes as well. She requested information concerning fire code requirements.

Councilmembers Voting Yea: Larsen, White, Cox, Stuble, and Mayor Richardson.
Councilmembers voting Nay: D Han, J Hahn. Motion passed.
- B. Approve Resolution 1343 to Amend the 2023-2024 FY Budget

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.
- C. Approve Resolution 1344 Creating a Job Description for Police Department Corporal

The motion was made by Councilmember Larsen and seconded by Councilmember Stuble.

Discussion: Council President Cox expressed concerns as our police department runs well. She recapped many positive current items. She is concerned about changing the structure. She likes the corporal idea. She would like to know more about how it affects our budget. She would like to see how the Captain position goes for at least a year.

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

- D. Approve Resolution 1345 Amending Salary Structure Within the City of Lander To Add New Police Department Corporal Position.

The motion was made by Councilmember Larsen and seconded by Councilmember Stuble.
Councilmembers Voting Yea: Larsen, White, D Hahn, Stuble, and Mayor Richardson.
Councilmembers voting Nay: Cox, J Hahn. Motion passed.

- E. Approve and authorize the Mayor to sign the Lander High-Pressure Water Systems Upgrade Projects Change Order No. 2 between the City of Lander and High-Country Construction, Inc. increasing the contract price by \$35, 081.94 for a total contract price of \$9,532,882.44.

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

11. ADJOURNMENT

The motion was made by Councilmember Cox and seconded by Council President 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 8:03 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

To provide a safe, stable, and responsive environment that promotes and supports a traditional yet progressive community resulting in a high quality of life.

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, October 22, 2024 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. STAFF PRESENT: Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk

2. **MAYOR AND COUNCIL UPDATES**

Councilmember Larsen Provided an update on the Solid Waste District. He inquired if the City is still looking for dead street lights, the road between the State School and Maven is very dark, light is out.

Councilmember White provided a Planning Commission update , WCDA efforts to increase workforce housing in Wyoming encourages everyone to listen to the presentation when it is posted.

Councilmember D Hahn commented that the Kiwanis Guns, Boots, and Brands Fundraiser was fun and all proceeds go to community children. He also noticed a lot of people are still golfing.

Councilmember Stuble was unable to make tree board meeting. She provided an update on the Popo Conservation District and conveyed a concern about the bathrooms at the rodeo grounds.

Mayor Richardson echoed Councilmember D Hahn's comments that Guns, Boots, and Brands was a good time, Councilmember Larsen was present as well supporting community youth.

3. **STAFF REPORTS**

City Treasurer Charri Lara added that the meeting next week will include two grant loans we received clean water drinking water and approval of origination fee.

City Clerk Rachelle Fontaine commented that the fourth Tuesday in December is Christmas Eve and the Council needs to decide if they want to move, hold, or skip that work session.

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

A. Staff Retreat Update and Identified Needs. Assistant Mayor RaJean Strube Fossen presented an overview of City needs identified by the staff during a recent retreat. This included a discussion of The City of Lander Organizational Chart, an audit of the current city services including facility maintenance and management, airport best practices, safety programs, fire protection, legal and court needs, and potential solutions. Discussion ensued between council and staff as to

these as a starting point and potential solutions and budget implications. Council President Cox commented she would like to explore these in more depth perhaps one at a time on work sessions.

B. Tour of Hunt Field Airport-Public Welcome

Discussion was held about the deferred maintenance on all of the city owned buildings, and potential grant funding opportunities for making the necessary upgrades.

5. **ADJOURNMENT-From the Hunt Field Airport (Council will not return to City Hall)**

Being no further business to come before the Council, the meeting was adjourned at 7:30 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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	CITY OF LANDER		
	SPECIAL REGULAR CITY COUNCIL MEETING		
	Tuesday, October 29, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1.

CALL TO ORDER Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. Declaration of a quorum. STAFF PRESENT: Police Chief Scott Peters, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.
2.

APPROVAL OF AGENDA
The motion was made by Councilmember Larsen and seconded by Council President Cox. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.
3.

COMMUNICATION FROM THE FLOOR. Public Comment. None.
4.

NEW BUSINESS (ACTION ITEMS)

A.

Authorize the Mayor to sign Notice of Award and Construction Contract for Bishop Randall Water and Street Improvements

The motion was made by Council President Cox and seconded by Council President White.

Discussion: Two bids were submitted. Patrick Construction submitted a bid for \$756, 103.05 and Alexander Excavation submitted a bid for \$ 451,441.00. This project will be funded by ARPA grant funds. The Engineer recommends awarding the bid to Alexander Excavation for \$451,441.00.

Councilmembers Voting Yea to award the bid to Alexander Excavation for \$451,441.00: Larsen, White, D Hahn, Cox, Stuble, J Hahn, and Mayor Richardson. Motion passed unanimously.

B.

Approve and Authorize the Mayor to sign the Clean Water State Revolving Fund Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander CW206.

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

C.

Approve and Authorize the Mayor to sign the Drinking Water State Revolving Fund Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander DW 259.

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

D.

Authorize payment of the \$84,823.46 loan origination fee for DW 259 and payment of the \$141,138.44 loan origination fee for CW 206 for a total amount of \$225,961.90 to the Office of State Lands and Investments.

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

E.

Approve Resolution 1346 Exempting the Fremont County Pioneer Museum Property from the Open Container Provisions of City Ordinance 2-2-12.

The motion was made by Councilmember White and seconded by Councilmember J Hahn.

Discussion: The Council discussed extending the waiver from one year to three years. The Council could amend or revoke the waiver within three years if necessary.

Councilmember Stuble moved to amend Resolution 1346 Exempting the Fremont County Pioneer Museum Property from the Open Container Provisions of City Ordinance 2-2-12 for three years,

ending November 1, 2027, instead of one year expiring November 1, 2025. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

Motion was made by Councilmember White to approve Resolution 1346 as mended and seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

5. ADJOURNMENT

The motion was made by Councilmember Larsen and 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 6:14 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.

71 CONSTRUCTION CO	wb patches	12,506.87
71 CONSTRUCTION CO	wb patches	18,384.08
71 CONSTRUCTION CO	Popo Agie Paving	52,874.36
71 CONSTRUCTION CO	S. 6th Street Pav9ing	34,301.86
71 CONSTRUCTION CO	2nd and Cascade Repair	12,149.94
Total 71 CONSTRUCTION CO (2):		130,217.11
7220 CONSULTING LLC	Headset for Mayor	632.00
Total 7220 CONSULTING LLC (1221):		632.00
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
ADAPCO INC	Mosquito Fogger - Guardian 95G4 Fixed Flow U	11,815.00
Total ADAPCO INC (9):		11,815.00
AIRGAS USA LLC	50lb Carbon Dioxide bottle - Mosquito trap refill	111.00
Total AIRGAS USA LLC (16):		111.00
ALSCO	Community Center Linens	400.81
ALSCO	Community Center Linens	14.04
ALSCO	Community Center Linens	53.90
ALSCO	Community Center Linens	116.42
ALSCO	Community Center Linens	34.30
ALSCO	Community Center Linens	34.30
Total ALSCO (917):		653.77
APEX SURVEYING INC	Surveying per task order for highway quiet title	3,283.00
APEX SURVEYING INC	Bid services for Bishop Randall ARPA project	3,712.50
Total APEX SURVEYING INC (1238):		6,995.50
ARDURRA GROUP INC	Popo Agie Park Entrance & Jefferson Street	11,572.50
Total ARDURRA GROUP INC (1390):		11,572.50
AYRES ASSOCIATES INC	Ayres - Master Planning Services through Octob	11,295.80
Total AYRES ASSOCIATES INC (1434):		11,295.80
B & T FIRE EXTINGUISHERS	Annual Fire Extinguisher Check, new extinguish	344.75
B & T FIRE EXTINGUISHERS	fire extinguisher's annual service	157.25
Total B & T FIRE EXTINGUISHERS (43):		502.00
BADGER METER INC	Beacon Mobile Hosting OCT2024	326.40
Total BADGER METER INC (44):		326.40
BAKER HEATING & AIR	HVAC per general contract	5,983.00
Total BAKER HEATING & AIR (46):		5,983.00

BALDWIN CREEK RENTAL CENTER	Lift for Speakers at Rodeo	211.00
Total BALDWIN CREEK RENTAL CENTER (48):		211.00
BLACK HILLS ENERGY	Acct #3608 1654 36 Sept2024	99.92
BLACK HILLS ENERGY	Acct #3608 1654 36 Sept2024	621.13
BLACK HILLS ENERGY	Acct #3608 1654 36 Sept2024	704.01
BLACK HILLS ENERGY	Acct #3608 1654 36 Sept2024	136.48
BLACK HILLS ENERGY	Acct #3608 1654 36 Sept2024	329.36
BLACK HILLS ENERGY	Acct #3608 1654 36 Sept2024	44.67
BLACK HILLS ENERGY	Acct #3608 1654 36 OCT2024	310.50
BLACK HILLS ENERGY	Acct #3608 1654 36 OCT2024	733.46
BLACK HILLS ENERGY	Acct #3608 1654 36 OCT2024	902.15
BLACK HILLS ENERGY	Acct #3608 1654 36 OCT2024	137.72
BLACK HILLS ENERGY	Acct #3608 1654 36 OCT2024	564.77
BLACK HILLS ENERGY	Acct #3608 1654 36 OCT2024	43.40
Total BLACK HILLS ENERGY (465):		4,627.57
BOBCAT OF THE BIG HORN BASIN INC	wiper motor and arm	15.62
Total BOBCAT OF THE BIG HORN BASIN INC (856):		15.62
BOYLE ELECTRIC	Roof heat for winter protection	8,250.00
Total BOYLE ELECTRIC (1229):		8,250.00
CASELLE INC	Prof Fees-Water	392.00
Total CASELLE INC (86):		392.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement 10.28.2024	47.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement 10.28.2024	6.32
CENTRAL BANK & TRUST	Petty Cash Reimbursement 10.28.2024	290.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement 10.28.2024	30.44
CENTRAL BANK & TRUST	Petty Cash Reimbursement 10.28.2024	39.65
CENTRAL BANK & TRUST	Petty Cash Reimbursement 10.28.2024	1.27
CENTRAL BANK & TRUST	Petty Cash Reimbursement 10.28.2024	174.00
Total CENTRAL BANK & TRUST (96):		588.68
CITY PLUMBING & HEATING INC	clean and video Dillon park bathroom	380.00
Total CITY PLUMBING & HEATING INC (105):		380.00
CIVICPLUS	Archive Social 1 year subscription - archiving so	7,188.00
CIVICPLUS	Annual Municode Subscription	4,160.00
Total CIVICPLUS (1226):		11,348.00
CNA SURETY	BOND - JUDGE	100.00
Total CNA SURETY (112):		100.00
COMMUNITY CENTER REFUNDS	COMMUNITY CTR REFUND	500.00
Total COMMUNITY CENTER REFUNDS (1210):		500.00
COWBOY SUPPLY HOUSE	Community Center Cleaning Supplies	226.95
COWBOY SUPPLY HOUSE	Community Center Cleaning Supplies	428.59

Total COWBOY SUPPLY HOUSE (121):		655.54
CROELL INC	crusher fine gravel for softball field batting cage	224.94
Total CROELL INC (1452):		224.94
DEPT OF WORKFORCE SERVICES	Acct #09-81188-0-01 S. Springston	906.84
Total DEPT OF WORKFORCE SERVICES (1096):		906.84
DESERT MOUNTAIN	Salt	3,184.61
Total DESERT MOUNTAIN (1184):		3,184.61
DOWL	Popo Agie Park design contract to be reimburse	16,793.32
Total DOWL (147):		16,793.32
DRUG TESTING SERVICES LLC	employee screening	130.00
Total DRUG TESTING SERVICES LLC (148):		130.00
EMPLOYEE REIMBURSEMENTS	TRAVEL MILEAGE REIMBURSEMENT	36.85
Total EMPLOYEE REIMBURSEMENTS (154):		36.85
FERGUSON ENTERPRISES INC	Flange packs for Lagoon piping	106.20
Total FERGUSON ENTERPRISES INC (553):		106.20
FLEX SHARE BENEFITS	October Admin Fees	125.45
FLEX SHARE BENEFITS	October Admin Fees	125.45
Total FLEX SHARE BENEFITS (173):		250.90
FREMONT COUNTY TREASURER	OCTOBER 2024 JAIL BILL	6,820.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24
Total FREMONT COUNTY TREASURER (190):		25,015.05
FREMONT ELECTRIC	Garfield Shop interior lighting repair in garage b	791.25
Total FREMONT ELECTRIC (1309):		791.25
GAMBLES	Repair City Hall Refrigerator Ice Maker	134.99
Total GAMBLES (200):		134.99
HDR ENGINEERING INC	Baldwin Creek Intersection Study	6,739.90
HDR ENGINEERING INC	Gannett Peak Sidewalk Rebid	1,036.25
HDR ENGINEERING INC	Buena Vista Engineering	1,056.25
Total HDR ENGINEERING INC (994):		8,832.40
HEIKKILA CONSTRUCTION LLC	Hourly framing and ceiling tile install per contra	11,161.20
Total HEIKKILA CONSTRUCTION LLC (1424):		11,161.20

HIGH COUNTRY CONSTRUCTION	Stored Materials	495,445.84
Total HIGH COUNTRY CONSTRUCTION (1062):		495,445.84
HOMETOWN OIL	Fuel	188.73
HOMETOWN OIL	Turbine Oil for Red pump truck	139.00
Total HOMETOWN OIL (230):		327.73
HUFF SANITATION INC	Portable Toilets Lander Fly-In 2024	1,000.00
Total HUFF SANITATION INC (239):		1,000.00
INQUIREHIRE	background screen	32.10
Total INQUIREHIRE (1087):		32.10
KIWANIS CLUB OF LANDER	Sponsorship	600.00
Total KIWANIS CLUB OF LANDER (1340):		600.00
KLEEN PIPE LLC	clean and video cliff and s. 7th	8,291.58
Total KLEEN PIPE LLC (1032):		8,291.58
LANDER FREE MEDICAL	1/2 Recipient	2,004.01
Total LANDER FREE MEDICAL (1458):		2,004.01
LANDER MEDICAL CLINIC	Health fair	4,254.00
Total LANDER MEDICAL CLINIC (292):		4,254.00
LANDER TREE EVENT	1ea Table - Tree Event 2024	600.00
Total LANDER TREE EVENT (1344):		600.00
LONG BUILDING TECHNOLOGIES INC	Work to repair Air Handlers at LCCC	685.99
Total LONG BUILDING TECHNOLOGIES INC (1295):		685.99
MASA	Acct #B2BCOL November 2024 Flight Ins. Ren	5,244.00
Total MASA (1167):		5,244.00
MASTERCARD	water for pond project	19.96
MASTERCARD	Supplies	80.00
MASTERCARD	lumber for parks signs and chain link fence sup	392.50
MASTERCARD	3 at a glance 2025 planners	54.63
MASTERCARD	OSHA approved hard hats, gloves fo working wi	122.94
MASTERCARD	Supplies LCCC	508.76
MASTERCARD	September 2nd set of BacT samples	60.00
MASTERCARD	Travel	29.30
MASTERCARD	Prof Fees	1,453.25
MASTERCARD	Supplies	681.34
MASTERCARD	Service	90.01
MASTERCARD	Meeting Expense	26.98
MASTERCARD	Supplies	20.00
MASTERCARD	Phones	218.98
MASTERCARD	Phones	249.21

MASTERCARD	Phones	290.06
MASTERCARD	Phones	25.76
MASTERCARD	Phones	113.85
MASTERCARD	Prof Fees - LCCC	249.00
MASTERCARD	Mote - Individual Ticket for Meet the Candidates	15.00
MASTERCARD	Acct #156821201 SEPT2024	129.98
MASTERCARD	Acct #156821201 SEPT2024	129.99
MASTERCARD	Acct #156821201 SEPT2024	129.99
MASTERCARD	Acct #156821201 SEPT2024	259.98
MASTERCARD	Acct #156821201 SEPT2024	129.99
MASTERCARD	Acct #156821201 SEPT2024	129.99
MASTERCARD	Acct #156821201 SEPT2024	129.99
MASTERCARD	Acct #173012201 Spectrum Fiber Sept2024	449.50
MASTERCARD	Acct #173012201 Spectrum Fiber Sept2024	449.50
MASTERCARD	Monthly storage for City remodel	175.00
MASTERCARD	Membership Refund	264.00-
MASTERCARD	Robert level 3 testing	106.00
MASTERCARD	Rebate	4.28-
MASTERCARD	Training Registration	1,100.00
MASTERCARD	October 1st set of BacT samples.	75.00
MASTERCARD	Fuel	52.16
MASTERCARD	Fuel can and fuel for Eng 9 floto pump	48.56
MASTERCARD	plumbing parts for stilling well	204.25
MASTERCARD	Plumbing parts and fittings for Ellis tank altitude	59.98
MASTERCARD	BacT sample for Hospital Pump Station Line	15.00
MASTERCARD	Reservation for training	100.91
MASTERCARD	Key for sewer ponds padlock	3.59
MASTERCARD	Refund for key that did not work.	3.59-
MASTERCARD	Fraud transaction to be credited	1,836.17
MASTERCARD	Supplies	491.64
MASTERCARD	External storage drive for patrol	64.99
MASTERCARD	10 pack USB 3.0 jump drive memory sticks	44.99
MASTERCARD	DVD-R x 3	77.94
MASTERCARD	AcDelco batteries AA, AAA and 9 volt	32.12
MASTERCARD	Motel for training	283.10
MASTERCARD	Various size and thickness nitrile gloves	236.92
MASTERCARD	supplies for welcome center	123.68
MASTERCARD	Floor cleaning for the fire hall	34.41
MASTERCARD	flags for City hall	81.56
MASTERCARD	Floor wax and clean for the fire hall along with a	70.13
MASTERCARD	soap dispensers for welcome center	74.55
MASTERCARD	welcome center supplies	48.00
MASTERCARD	welcome center supplies	51.99
MASTERCARD	Halloween Candy for the Trick or Treat on Main	203.61
MASTERCARD	Sling shackles 4 in. wide webbing	97.20
MASTERCARD	Faceplates for new radio's	313.07
MASTERCARD	regular staples for supply cabinets	5.02
MASTERCARD	Scanner for Amy in Court office, assorted office	44.76
MASTERCARD	Scanner for Amy in Court office, assorted office	349.99
MASTERCARD	headlamps for wildland fires and carabiner clips	252.79
MASTERCARD	Candy and trinkets for Halloween trick or treater	57.84
MASTERCARD	concrete saw blade for cutoff saw	68.00
MASTERCARD	tools for break truck	108.14
MASTERCARD	Torch	14.99
MASTERCARD	Engine heater	129.78
MASTERCARD	Screen Protector	12.99
MASTERCARD	Fuel	75.01
MASTERCARD	Regular Envelopes 5000ea	970.46
MASTERCARD	waste tracking manifest	191.82
MASTERCARD	Sept2024 Water Bills	685.48

MASTERCARD	Silicone, Roof flashing, wiring nuts. For heaters	139.63
MASTERCARD	Rotork Actuator for Old Sleeve Valve	15,000.00
MASTERCARD	Additional Parts for old sleeve valve rebuild	667.80
MASTERCARD	Decals for 2 police vehicles (L1 and L2)	27.07
MASTERCARD	Meals for DUI Team	80.14
MASTERCARD	Motel for Training	393.24
MASTERCARD	Windshield wipers for 2021 Dodge 1500 work tr	26.78
MASTERCARD	wet test shipping for ponds	148.30
MASTERCARD	Extra pressure gauges for Ellis tank altitude valv	12.89
MASTERCARD	Snow notification for airport	210.00
MASTERCARD	AWS	23.22
MASTERCARD	Wiring Lagoon pump and installing breaker box	1,849.49
MASTERCARD	Construction supplies for City Hall Remodel Dry	194.08
MASTERCARD	Advertising - Airport	438.00
MASTERCARD	Lodging for Training for Sgt Maus	327.00
MASTERCARD	advertsing	1,704.19
MASTERCARD	Auger Extension	308.99
MASTERCARD	Paper towel dispensers	135.45
MASTERCARD	Storage	40.00
MASTERCARD	Office supplies	39.69
MASTERCARD	Supplies	177.09
MASTERCARD	Bus Ticket purchased for Transient to Salt Lake	62.97
MASTERCARD	Hotel for Northwest Wyoming Prevention Confer	200.56
MASTERCARD	waders for stilling well install	253.50
MASTERCARD	Replace vinyl wrap on City Truck	430.00
MASTERCARD	Trash Removal Sept.2024	719.36
MASTERCARD	Trash Removal Sept.2024	974.26
MASTERCARD	Trash Removal Sept.2024	149.85
MASTERCARD	Trash Removal Sept.2024	171.11
MASTERCARD	Trash Removal Sept.2024	156.92
MASTERCARD	Meeting snacks	44.89
MASTERCARD	Waste	12.20
MASTERCARD	Ad for ARPA RFP on Bishop Randall	368.14
MASTERCARD	Fire Prevention Supplies	1,443.00
MASTERCARD	Google Workspace Sept 2024	853.20
MASTERCARD	Google Workspace Sept 2024	853.20
MASTERCARD	Toner	87.89
MASTERCARD	Food for DUI Team	35.83
MASTERCARD	Meeting supplies	30.98
MASTERCARD	Food for staff retreat	83.71
MASTERCARD	Support - Airport	1,675.00
MASTERCARD	September Wastewater Sampling	309.00
MASTERCARD	September Wastewater Samples	309.00
MASTERCARD	September Wastewater samples	309.00
MASTERCARD	October Wastewater Sampling	309.00
MASTERCARD	drop clothes for remodel	10.14
MASTERCARD	Past chief badge and chief collar brass	185.50
MASTERCARD	Computer	868.99
MASTERCARD	food meeting	32.76
MASTERCARD	Office Supplies	24.13
MASTERCARD	pressure washer repair	1,102.34
MASTERCARD	Pump and clamps	40.13
MASTERCARD	hole saws	38.97
MASTERCARD	level and pvc glue	29.97
MASTERCARD	Brass fittings for air line	62.96
MASTERCARD	Spray wand and soap	31.98
MASTERCARD	Pressure gauge for Ellis tank altitude valve	25.99
MASTERCARD	hose for ponds	24.99
MASTERCARD	Bolts, nails, antifreeze	108.71
MASTERCARD	Diesel Spout	69.99

MASTERCARD	Hyd. Fluid, Exhaust	92.58
MASTERCARD	Garden Hose	159.98
MASTERCARD	100 foot hose	89.99
MASTERCARD	water boots	477.96
MASTERCARD	Tools	29.98
MASTERCARD	fuel pump and filter	331.35
MASTERCARD	filters	41.54
MASTERCARD	wiper blades and mercon V	46.19
MASTERCARD	battery	144.83
MASTERCARD	Mass air flow sensor	182.51
MASTERCARD	Mower battery	147.79
MASTERCARD	head light	27.92
MASTERCARD	stock order	725.73
MASTERCARD	Rivets	28.79
MASTERCARD	foam board, grout for pond vault	246.08
MASTERCARD	grout for pond vault	35.38
MASTERCARD	Toner	281.77
MASTERCARD	September 2024 e-coli testing	270.00
MASTERCARD	Travel - WAM Board	107.00
MASTERCARD	Tools for break truck	162.08
MASTERCARD	employee benefit	83.70
MASTERCARD	postage for wet test ponds	151.29
MASTERCARD	pressure washer hose for ponds	37.79
MASTERCARD	wet test shipping	152.03
MASTERCARD	Rebate	3.77-
MASTERCARD	grout for pond vault	16.16
MASTERCARD	conduit for power at ponds	19.79
MASTERCARD	outdoor solar light, tops phone message form b	280.79
MASTERCARD	outdoor solar light, tops phone message form b	7.82
MASTERCARD	reseeding materials babe ruth field	185.92
MASTERCARD	belt sander	106.58
MASTERCARD	Travel	672.00
MASTERCARD	Travel	672.00
MASTERCARD	Postage for Evidence testing L24-03414	11.70
MASTERCARD	PD Bathroom repairs	25.17
MASTERCARD	chains saw and weed eater repair and supplies	1,691.87
MASTERCARD	Light Up Lander Parade Insurance	565.00
MASTERCARD	Tools coffee filters	19.73
MASTERCARD	Battery for underwater cam, scrub brush	26.80
MASTERCARD	Pipe Joint Compound - Thread seal tape for Pol	9.33
MASTERCARD	Wasp Killer spray	17.96
MASTERCARD	Door and drywall Materials for City Hall remodel	4,503.25
MASTERCARD	Vonage Phone Services SEPT2024	825.25
MASTERCARD	Vonage Phone Services SEPT2024	825.26
MASTERCARD	October second set of BacT samples	60.00
MASTERCARD	Staple gun staples for pesticide notifications in p	6.83
MASTERCARD	Desks	5,440.96
MASTERCARD	Fuel for WAM in Casper	45.90
Total MASTERCARD (327):		69,971.89
MISC ONE TIME VENDOR	LOT TRADE	125.00
Total MISC ONE TIME VENDOR (342):		125.00
NORCO INC	Cylinder Rental	97.50
Total NORCO INC (364):		97.50
NORTHWEST PIPE FITTINGS	pipe and fittings for sinks canyon service lines	3,828.75

NORTHWEST PIPE FITTINGS	sinks canyon service line fittings	284.48
NORTHWEST PIPE FITTINGS	sinks canyon service line tracer wire	166.03
NORTHWEST PIPE FITTINGS	sinks canyon service line fittings	1,436.89
NORTHWEST PIPE FITTINGS	sinks canyon service line fittings	192.15
Total NORTHWEST PIPE FITTINGS (369):		5,908.30
OFFICE OF STATE LANDS & INVEST	Loan Fees	141,138.44
OFFICE OF STATE LANDS & INVEST	Loan origination fees	84,823.46
OFFICE OF STATE LANDS & INVEST	Tank Renewal	3,998.75
Total OFFICE OF STATE LANDS & INVEST (372):		229,960.65
ONE CALL OF WYOMING	Sept. 2024 dig tickets	45.75
Total ONE CALL OF WYOMING (374):		45.75
PAINT SYSTEMS LLC	Final paint bill for city remodel	775.00
Total PAINT SYSTEMS LLC (1461):		775.00
PATRICK CONSTRUCTION INC	sinks canyon hdpe service bore	42,368.22
Total PATRICK CONSTRUCTION INC (385):		42,368.22
PERFECT POWER INC	Electrical per general services contract	8,767.67
Total PERFECT POWER INC (762):		8,767.67
POPO AGIE PICKLEBALL	1/2 Recipient	7,889.80
Total POPO AGIE PICKLEBALL (1459):		7,889.80
PREMIER VEHICLE INSTALLATON INC	Amp	393.82
Total PREMIER VEHICLE INSTALLATON INC (836):		393.82
REWORX	Airtable and IT work per contract	2,287.50
REWORX	Airtable and IT work per contract	2,287.50
Total REWORX (1347):		4,575.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney Bill	2,531.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney Bill	3,699.50
Total RIVER OAKS COMMUNICATIONS CORP (1402):		6,230.50
RIVERTON TIRE & OIL CO	tires	1,879.92
Total RIVERTON TIRE & OIL CO (431):		1,879.92
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2024	3,978.89
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2024	367.56
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2024	1,501.43
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2024	4,292.23
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2024	374.03
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2024	70.09
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2024	4,746.18
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2024	3,570.49
ROCKY MOUNTAIN POWER	Acct#58693041-001 2 October 2024	10.40

Total ROCKY MOUNTAIN POWER (435):		18,911.30
SIMPLIFILE	ACH filing fee Utility Lien Release	14.25
Total SIMPLIFILE (1192):		14.25
STRIKE CONSULTING GROUP	McFarland Drive Prep for Bid	4,640.00
STRIKE CONSULTING GROUP	Sewer Master Plan Engineering	1,667.50
STRIKE CONSULTING GROUP	Stream Gauge Install	3,043.75
STRIKE CONSULTING GROUP	Trujillo Spider-plow Design	5,256.25
STRIKE CONSULTING GROUP	Water Meter Project CA	7,228.75
Total STRIKE CONSULTING GROUP (1112):		21,836.25
SUMMIT WEST CPA GROUP P.C.	Prof services & servers	10,545.54
SUMMIT WEST CPA GROUP P.C.	Prof services & servers	4,500.00
SUMMIT WEST CPA GROUP P.C.	Prof Fees - Police	3,550.00
SUMMIT WEST CPA GROUP P.C.	Prof Fees - Police	3,929.14
SUMMIT WEST CPA GROUP P.C.	Prof Fees	17,500.00
SUMMIT WEST CPA GROUP P.C.	Prof Fees	17,500.00
Total SUMMIT WEST CPA GROUP P.C. (1328):		57,524.68
TEAM LABORATORY CHEM LLC	mega bugs for sewer ponds	3,640.00
Total TEAM LABORATORY CHEM LLC (493):		3,640.00
TED D MILLER ASSOCIATES INC	sewer meter cal.	650.00
TED D MILLER ASSOCIATES INC	Calibrating 3 Flow meters at the Water Treatme	800.00
Total TED D MILLER ASSOCIATES INC (827):		1,450.00
TEGELER AND ASSOCIATES	Vehicle Insurance - 4 Police Units	2,068.00
Total TEGELER AND ASSOCIATES (933):		2,068.00
TERMINIX OF WYOMING	Bug Spraying at City Hall	550.00
Total TERMINIX OF WYOMING (1311):		550.00
THE PRINT SHOP	Scan Pushroot Plans	327.00
Total THE PRINT SHOP (1457):		327.00
VELASQUEZ, LIANA	Economic Development reissue of original chec	1,258.38
VELASQUEZ, LIANA	1/2 Recipient	4,303.62
Total VELASQUEZ, LIANA (1423):		5,562.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	3,500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
Total WALLER, TECIA (1333):		4,500.00
WATER REFUNDS	REFUND - WATER	200.00
WATER REFUNDS	REFUND - WATER	127.93
WATER REFUNDS	REFUND - WATER	121.84

Total WATER REFUNDS (552):		449.77
WESTERN LAW ASSOCIATES	Professional Services	3,675.00
Total WESTERN LAW ASSOCIATES (559):		3,675.00
WESTERN PRINTING CO.	Water Meter and EPA Lead Pipe Mailing	4,700.25
Total WESTERN PRINTING CO. (560):		4,700.25
WHITING LAW PC	October 2024 Services	1,365.00
Total WHITING LAW PC (564):		1,365.00
WILLIAM H SMITH & ASSOC	Lincoln Street Eng	1,770.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Road Engineering	9,652.50
Total WILLIAM H SMITH & ASSOC (1058):		11,422.50
WYDOT - FINANCIAL SERVICES	WYDOT Fuel Sept2024	18.06
WYDOT - FINANCIAL SERVICES	WYDOT Fuel Sept2024	60.64
WYDOT - FINANCIAL SERVICES	WYDOT Fuel Sept2024	9.03
WYDOT - FINANCIAL SERVICES	WYDOT Fuel Sept2024	9.02
WYDOT - FINANCIAL SERVICES	Cust #60 Oct 2024 Fuel	8,235.89
WYDOT - FINANCIAL SERVICES	Cust #60 Oct 2024 Fuel	619.17
WYDOT - FINANCIAL SERVICES	Cust #60 Oct 2024 Fuel	4,117.94
WYDOT - FINANCIAL SERVICES	Cust #60 Oct 2024 Fuel	4,117.94
Total WYDOT - FINANCIAL SERVICES (606):		17,187.69
WYOGLOSS LLC	Poly carb for snow plow	304.00
Total WYOGLOSS LLC (1370):		304.00
WYOMING RETIREMENT SYSTEM	Firefighter Retirement	637.50
Total WYOMING RETIREMENT SYSTEM (614):		637.50
Grand Totals:		1,332,800.50

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 9/19/2024 – 10/18/2024

Cemetery = \$2,711.00

Municipal Court = \$1,242.68

Park = \$1,060.00

Police = \$1,639.00

Weed & Pest = \$3,922.19

October 31, 2024 Net Payroll
\$ 236,926.44

Transmittals		
	Aflac	\$ 454.68
	Child Support	\$ 1,554.50
	Colonial Life	\$ 232.55
	Payroll Taxes	\$ 82,592.16
	Fascorp - Deferred Comp	\$ 7,115.00
	FlexShare Benefits	\$ 866.67
	NCPERS - Prudential Life	\$ 128.00
	Trustmark Insurance Benefits	\$ 394.65
	WEBT - WY Educators Benefit Trust (Health Ins.)	\$ 86,299.46
	Workers Comp	\$ 5,128.96
	Wyoming Retirement System	\$ 59,385.16

Ordinance 2024-08

Planning Commission suggested amendments for second reading at the Regular City Council meeting of November 12, 2024.

Amendment #1 – The first reading highlighted the Airport zoning sections as incomplete. Adopting this amendment will add definitions and regulations for an overlay district titled “*Airport Protection Zone*”

As a result of hearing public comment on the proposed zoning code changes at the October 8, 2024, public hearing and two subsequent Planning Commission meetings of October 17th and 24th, the Lander Planning Commission suggests the following amendments for the second reading of Ordinance 2024-08. These amendments may be considered individually or collectively.

Amendment #2 – Maintain 10-foot side setbacks in R-1, R-2, R-3 residential zones. This would result in a 2-foot side setback reduction in R-1, and no change for all other residential zones.

Amendment #3- Adjust the originally proposed maximum height in all zones to the following:

R-1, R-2 and R-Med - 35’ maximum height. This results in allowing structures to be 5’ higher than the current code in these three zones.

R3 and R-5 - 40’ maximum height. This results in allowing structures to be 10’ higher than current code in these two zones.

Amendment #4 – Retain 20’ maximum height for accessory structures in all residential zones. This will essentially revert to the current code with no suggested changes in accessory height from the current code.

Amendment #5 – Restrict the number of accessory structures to 4 per lot for all residential zones. This is more restrictive as the current code does not restrict the number of accessory structures.

ORDINANCE 2024-08

**REPEALING CITY OF LANDER MUNICIPAL CODE
TITLE 4 - ZONING, SECTIONS 4-1-1 THROUGH 4-15-9 IN ITS ENTIRETY
AND REPLACING IT WITH TITLE 4 - PLANNING AND ZONING**

NOW THEREFORE, be it ordained by the Governing Body of the City of Lander, Fremont County, Wyoming that the City of Lander Title 4 Zoning Code Sections 4-1-1 through 4-15-9 shall be repealed in its entirety and replaced with Title 4 Planning and Zoning to better serve the housing, zoning, planning and subdivision needs of the community.

WHEREAS, notice of a public hearing and first reading was published in the Lander Journal September 14 and 21, 2024; and

WHEREAS, a copy of the proposed Title 4 Planning and Zoning Code is posted on the City of Lander website.

WHEREAS, repealing Title 4 shall necessarily supersede the following ordinances: Ordinance 1023, 3/14/2000, Ordinance 1041 4/10/2001, Ordinance 1093 4/26/2005, Ordinance 1152 1/13/2009, Ordinance 1198 10/27/2015, and Ordinance 1234 3/10/2020.

WHEREAS, the following summary of changes are being proposed:

1. Expand the horizontal building space on a lot by decreasing setbacks, reducing off street parking spaces, and eliminating the maximum lot coverage.
2. Expand the vertical building space on a lot by increasing maximum building heights
3. Increase the housing opportunities by increasing the number of family dwellings and the number of residential structures allowed in some zones.
4. Increase the housing opportunities by decreasing the minimum lot width in some zones.
5. Maintain the character of the R-1 and R-2 zones by restricting the number of accessory buildings per lot.
6. Reduce the required individual public notice requirement from 400 feet to 140 feet in compliance with Wyoming State Statutes.
7. The Subdivision Rules, including Public Unit Development and Development Plans, will be moved to a separate document and adopted by a Resolution of City Council concurrently with Title 4.
8. All Design Specifications will be moved to a separate document and adopted by a Resolution of City Council concurrently with Title 4.
9. Publish a new zoning map to reflect lot line discrepancies and adopted zoning changes and annexation changes approved through the Planning Commission and Board of Adjustment from 2022-2024.

NOW, THEREFORE, BE IT RESOLVED City of Lander City Code Title 4 Planning and Zoning be amended to read as follows:

TITLE 4 PLANNING AND ZONING

Section 1 - Zoning General Provisions

4-1-1 Authority

4-1-2 Purpose

4-1-3 Definitions

4-1-4 Application

4-1-1 Authority

This ordinance is adopted pursuant to and in accordance with the authority vested in the City Council of the City of Lander, Wyoming by the statutes of the State of Wyoming, W.S. §§ 15-601 through 15-1-611 as from time to time may be amended.

4-1-2 Purpose

These regulations have been made in accordance with the policies and recommendations set forth in a duly adopted Master plan, as may be amended from time to time, and have been enacted with the following purposes in mind:

- A. to lessen congestion in the streets by coordinating land use with adopted transportation plans and policies, as may be amended from time to time.
- B. to secure safety from fire, floods and other hazards.
- C. to provide adequate light and air for urban dwellers.
- D. to promote the most appropriate use of land to ensure orderly growth and to prevent overcrowding.
- E. Facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements to serve present and future populations.
- F. to conserve the value of structures and lands by insuring a compatible arrangement of land uses; and
- G. to otherwise promote the public health and general welfare of the community.

4-1-3 Definitions

The following words, terms and phrases are hereby defined and shall be interpreted in the same fashion throughout this ordinance. The word "shall" is mandatory. The word "may" is permissive. Words used in the present tense shall include the future tense and words in the singular shall include the plural. Terms not herein defined shall have the meaning customarily assigned to them.

For the purpose of interpreting these regulations, the following definitions shall apply:

"Access" permission, liberty or ability to enter, approach or pass to and from a place or to approach or communicate with a person or commercial business or any other approved/legal use of a property.

"Accessory Structure." A subordinate structure with or without a permanent foundation, including but not limited to, detached garages, sheds, temporary and permanent storage structures, the use of which is not intended for residential use and is incidental to that of a main structure located on the same lot.

"Accessory Use." Not a primary permitted use as authorized by these regulations but a subordinate use operated on the same lot as the permitted use or any accessory structure.

"Airport." Hunt Field Airport, the Lander Municipal airport.

"Airport Elevation." The highest point of an airport's usable landing area measured in feet from mean sea level.

"Airport Hazard." Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near such airport, which obstructs the airspace required for the flight of aircraft in landing or takeoff at such airport or is otherwise hazardous to such landing or takeoff of aircraft.

"Alley." A minor public right-of-way which provides secondary access to abutting properties.

"Annexation Agreement" shall mean an agreement between the City and a landowner whereby each agrees to not oppose annexation into the City of Lander upon prior completion of improvements within the zone and a request to do so by the City Administration.

"Approach (Airport), Transitional, Horizontal, and Conical Zones." These zones apply to the area under the approach, transitional, horizontal, and conical surfaces defined in FAR Part 77.

"Board of Adjustment." The City of Lander Board of Adjustment appointed by the City Council in accordance with W.S. 15-1-605.

"Board." The Board of Adjustment of the City of Lander, Wyoming.

"Block." A parcel of land, intended for urban development, entirely surrounded by public streets or lands, streams, railroads or highways.

"Childcare." A service licensed by the Wyoming Department of Health provided on behalf of children and their parents and designed to supplement daily parental care.

"City Administration" shall mean the City Planner, City Engineer, Public Works Director, Building Inspector, City Clerk or their designees.

"Clinic" means an establishment where patients are seen for special study and treatment by licensed healthcare professionals and/or their professional associates.

"Commercial Storage Facility." A structure or group of structures that contain varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the dead storage of articles or goods. This use does not allow any active retail uses outside storage, or storage or use of hazardous materials.

"Commission." The City of Lander Planning Commission appointed by the City Council and in accordance with W.S. 15-1-501.

"Conical Surface" A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty to 1 (20:1) for a horizontal distance of four thousand feet.

"Conditional Use" a use that would not be appropriate in the designated zoning district unless controlled as to number, area, location, or other condition(s) but which is an authorized special exemption to this ordinance.

"Council." The City of Lander City Council.

"County." Fremont County, Wyoming.

"Crematory." Defined by W.S. § 33-16-502.

"Developer." Any person, firm or agency who lays out any subdivision of lots, tracts, parcels, or other unit of land for the immediate or future purpose of sale, building development or redevelopment, for residential, recreational, commercial or public uses.

"District." Any section or area of the City of Lander for which the regulations governing the use of land and the use, density, bulk, height and coverage of structures and other structures are uniform.

"Dwelling." A structure or a portion thereof used for living purposes constituting a separate, independent housekeeping unit which contains eating, sleeping, and sanitary services for residential occupancy, not including Recreational Vehicles which require license plates.

"Dwelling, Single Family." A residential structure designed for and occupied by one family only.

"Dwelling, Two Family." A residential structure containing two dwelling units, designed for occupancy by not more than two families.

"Dwelling, Multi-Family." A residential structure containing more than two dwelling units for family occupancy.

"Easement." A designated area on a tract, block, or lot of land which the owner legally grants the right for the use of others, particularly, public utilities.

"Engineer." A licensed professional engineer registered within the State of Wyoming.

"Family." Single housekeeping unit that consists of eating, sleeping, and sanitary services which has stable, non-transient living arrangements.

"Foster Care." A service licensed by the Wyoming Department of Health and providing care for children in a facility or home on a 24 hour-a-day basis. Categories of foster care specified in this ordinance include:

A. Foster home: allows for the care of three to six children.

B. Group Foster home allows for:

1. The care of seven to eleven children.
2. Adult Day Care as licensed by the Wyoming Department of Health
3. Boarding home as licensed by the Wyoming Department of Health
4. Intermediate Care Facility as licensed by the Wyoming Department of Health

"Frontage." The front part of a single lot or property as determined by the main entrance and street address to the structure or use of the parcel.

"Gaming Commission." The State of Wyoming Limited Gaming Commission.

"Height (Structure Height)." The vertical dimension measured from the average elevation of the finished lot grade at the front of the structure to the highest point of the structure. This definition does not apply to antennas, chimneys, cupolas, and other appurtenances usually placed above the main roof line and not intended for human occupancy.

"Home Business." An accessory use of a dwelling unit or accessory structure for gainful employment involving the manufacture, provision, or sale of goods and/or services.

"Horizontal Surface" A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

"Hotel/Motel." A structure which provides a common entrance, lobby, hall and stairways, and in which temporary lodging is provided for compensation.

"Improvements." Man-installed physical features such as pavements, curbs, gutters, sidewalks, water mains, sanitary sewers, storm sewers, grading, street signs, structures, landscaping, and other items for the welfare of the property owners and the general public.

"Instrument." A formal document such as an easement, deed, or contract.

"Junkyard" means a place where waste, discarded or salvaged materials are bought, sold, exchanged, baled, packed, disassembled, handled, or stored, including auto wrecking yards, house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural material and equipment; but not including places where such uses are conducted entirely within a completely enclosed structure.

"Lot." Land occupied or intended to be occupied by a main structure and its accessory structures, together with such open spaces as are required by this ordinance and having its principal frontage on a public street or officially approved place. A lot is the land shown as a lot on a recorded subdivision plat.

"Lot Depth and Width." For lots which are not quadrilateral, lot lines shall be determined from a quadrilateral inscribed within the actual boundaries of the lot. The depth of the lot is the distance between the midpoints of the front lot line and the rear lot line. The width is the distance between midpoints of the side lot lines.

"Manufactured Home." A single prefabricated structure built entirely off site in the factory under a federal building code administered by the US Department of Housing and Urban Development (HUD), June 1976. Manufactured homes are intentionally designed with a permanently attached wheeled chassis to ensure long-term portability and are assigned a VIN (vehicle indentation number) or license plate. Manufactured homes are either single or multi-section and are transported to the site and installed per LMC 4.

"Mobile Home or Trailer Home" terms used for manufactured homes produced prior to June 15, 1976, when HUD code went into effect.

"Modular Home" prefabricated home constructed off site in one or more sections and then transported and assembled at the property. Modular homes are built to the International Residential Code (IRC) without a HUD certification. After a modular home is placed on a permanent foundation it will not have any separate distinction from "structure" or "dwelling".

"Manufactured Home Park." A parcel or lot meeting all the requirements of the subdivision regulations of the City of Lander, the lots or homes of which are intended to be separately sold, leased or assigned for use by manufactured homes with vehicle identification numbers to create a suitable environment for long term residential occupancy.

"Mortuary, Funeral Establishment, Funeral Home, Funeral Chapel." Defined by W.S. § 33-16-502.

"Motel/Hotel." A structure which provides a common entrance, lobby, hall and stairways, and in which temporary lodging is provided for compensation.

"Non-Conforming Use." Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this ordinance or an amendment thereto.

"Nonprecision Instrument Runway" A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area-type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned.

"Owner." Any person having a legal or equitable interest in land.

"Parking Space." An off-street space available for the parking of one motor vehicle having an area of not less than 9'x18' (162 square feet) inclusive of passageways, enclosed garages, carports, and driveways appurtenant thereto and having direct access to a street or alley.

"Permitted Use." A use enumerated for a zoning district.

"Person." An individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity. It includes a trustee, receiver, assignee, or similar representative of any of them.

"Plat." A map or drawing prepared in accordance with the adopted subdivision regulations and showing the developed plan for the property consisting of lots, tracts, parcels or other units of property.

"Primary Surface." A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

"Private Drive." A privately owned, constructed, and maintained surface that may or may not be used by the general public, primarily accessing one or more dwellings or commercial properties. Private Drives may exist in an exclusive or mutual easement when not fully owned by the primary user.

"Professional Structure." The single office or combined offices of a member of a recognized profession maintained for the conduct of that profession excluding retail, businesses that use licensed construction trades, and wholesale trade.

"Public Street." Primary access that is publicly dedicated on a plat recorded at the Fremont County Courthouse and has been accepted for maintenance by the City.

"Public Utility." Any person, firm, corporation, municipal department, or board duly authorized to furnish under state or municipal regulations to the public electricity, gas, steam, communication, telegraph, transportation or water and sewer service.

"Public Works Director." The person appointed as the Public Works Director for the City of Lander, Wyoming. May be referred to as "City Administration."

"Right-Of-Way." A strip of land dedicated for public use by a plat, easement, or some other legal recorded document.

"Runway." A defined area on an airport prepared for landing and takeoff of aircraft along its length.

"Setback." The required distance between every structure's exterior foundation wall and any lot line on the lot on which it is located. The distance is measured from the foundation line to the property line or to lip of the curb if the frontage or side yard is adjacent to a street.

"Setback, Front." The required distance between the exterior of the foundation wall of every structure and the line separating the street side curb and gutter from the street edge, also known as the "lip".

"Setback, Side & Rear." The required distance between every structure's exterior foundation wall and any lot line on the lot on which it is located.

"Short-Term Rental." A dwelling or portion of a dwelling that is rented for a period of fewer than 30 consecutive days. This includes, but is not limited to Airbnb, VRBO and similar short-term vacation and living accommodations.

"Storage Structures, Portable." Any structure, including metal containers, which is so designed and constructed to make it portable and capable of movement from one site to another, is designed to be used without a permanent foundation, designed with the purpose of storing tangible property and not designed for occupancy by person. A portable structure is also considered an "Accessory Structure".

"Storage Structures, Temporary." Any transportable structure, including metal containers, and designed with the sole purpose of storing tangible property, which are placed on a lot for 30 days or less.

"Structure." Anything constructed or erected with a fixed location on, above, or below the ground, or attached to something having a fixed location on the ground, including, but without limitation, residential structures, accessory structures, towers, smokestacks, earth formations, and overhead transmission lines.

"Subdivision." The division of a tract or parcel of land into two or more parts for the creation of a lot, tract, parcel or other unit of land, including lot line adjustments, for the immediate or future purpose of sale, building development or redevelopment, for residential, recreational, industrial, commercial or public uses.

"Tiny Home" - A dwelling structure that is 400 square feet or less in floor area excluding lofts whose structural components meet all the requirements of the International Residential Code Appendix Q as adopted by City Council and may be amended from time to time.

"Tower and Antenna, Commercial Communication." Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas. Tower types include but are not limited to guyed commercial communications towers and antennas, wooden poles, lattice commercial communications towers and antennas and monopoles.

"Transitional Surfaces" these surfaces extend outward at 90-degree angle to the runway centerline, and the runway centerline extended at a slop of 7 feet horizontally for each foot vertically from the sides of the primary and approach surfaces, to a point of intersection with the horizontal surfaces.

"Utility Runway." A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.

"Visual Runway." A runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on an FAA-approved airport layout plan, a military service's-approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

"Wireless Communications Facility." An unstaffed facility for the transmission and/or reception of radio frequency (RF) signals usually consists of an equipment shelter or cabinet, a support structure and/or other transmission and reception devices. A wireless communications facility may or may not be affixed to an existing structure (i.e., an existing structure, tower, water tank, utility pole, etc.). The following terms apply to all wireless communication facilities:

- A. Antenna: Any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electromagnetic waves. Antenna types may be omni-directional whip antenna, directional panel antenna, and ancillary antenna. This definition shall not include antennas used in the reception of television services by consumers.
- B. Co-location: The use of a single support structure and/or site by more than one wireless communications provider.
- C. Equipment Enclosure: A small structure, shelter, cabinet, or vault used to house and protect the electronic equipment necessary for processing wireless communications signals. Associated equipment may include air conditioning and emergency generators.
- D. Guyed Towers: A telecommunications tower that is supported, in whole or in part, by guy wires and ground anchors.
- E. Related Equipment: All equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such equipment may include, but is not limited to, cable, conduit, and connectors.

"Yard." The ground area between any lot line and the structure.

4-1-4 Application

- A. After the effective date of these regulations, no land shall be used or occupied, no lot shall be occupied, altered, or modified, and no structure shall be erected, altered, used or occupied except in conformance with the provisions of these regulations and as they may from time to time be amended.
- B. These regulations shall apply to all private lands within the corporate limits of the City of Lander, Wyoming, as they may from time to time be amended, and to all public lands within the same area that are legally subject to these provisions.
- C. The existence of restrictive covenants or agreements shall not be a substitute for these zoning regulations.
- D. When higher or more restrictive standards are established by the provisions of any other applicable statute, ordinance or regulations, the provision of such other statutes, ordinance or regulations shall apply.
- E.** No person, firm or corporation and no officer or employee thereof shall knowingly sell, rent, or lease or offer to sell, rent or lease any land or structure for any use of purpose contrary to the provisions of this ordinance.

Section 2 Administration

4-2-1 Administering And Enforcement Agency

4-2-2 Violations And Remedies

4-2-3 Appeals

4-2-1 Administering And Enforcement Agency

Except where otherwise provided, the City Administration shall be responsible for the general interpretation, enforcement and implementation of this Planning and Zoning Ordinance and shall have the power to issue orders and file complaints to affect such enforcement.

4-2-2 Violations And Remedies

- A. No person shall locate, erect, construct, reconstruct, enlarge, change, maintain, or use any conforming or nonconforming structure or use any land in violation of this ordinance as from time to time may be amended.
- B. The City Administration shall order in writing the remediation of any violation. Such order shall state the nature of the violation, the ordinance provision violated, and the time by which the violation must be corrected. After any such order has been served by City Administration, no work shall proceed on any structure or tract of land covered by such an order except to correct such violation or to comply with the order.
- C. This ordinance shall be enforceable, in addition to the other remedies provided by law, by injunction, mandamus, or proceedings in abatement. Appeals from judgments rendered in any action instituted to enforce this ordinance shall be

permitted and shall be in accordance with the general appeal provisions of Wyoming Rules of Civil Procedure.

- D. Persons or corporations convicted of violations of this ordinance shall be fined in accordance with the City of Lander Municipal Bond Schedule for each offense. Each day of a continuing violation of this ordinance shall be deemed a separate offense.

4-2-3 Appeals of a Decision of City Administration

- A. Any order or decision of a City Administrator of this ordinance may be appealed to the Board of Adjustment by any person or agency affected by any such order or decision in accordance with W.S. 15-1-607. Any such appeal shall be filed within 30 days from the date of the action appealed from by filing a written notice of appeal specifying the grounds for the appeal with the City of Lander. Forms shall be provided for this purpose by the City of Lander. Upon receipt of a notice of appeal, the City of Lander shall transmit to the Board of Adjustment the notice of appeal and all of the original documents, or true copies thereof, constituting the record upon which the action being appealed from was filed.
- B. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the City of Lander certifies to the Board of Adjustment after notice of appeal has been filed that by reason of facts stated in the certificate a stay would cause imminent peril to life or property. The Board of Adjustment after receipt of the certificate and after a public hearing may allow the original order or decision to stand or the Board of Adjustment may stay the original order or decision appealed. If the Board reaffirms the order or decision of the City Administration, proceedings shall not be stayed except by a restraining order which may be granted by a court of record after giving due notice to the City of Lander.

Section 3 Amendment Procedures

4-3-1 Amendment Procedures - Statement Of Policy

4-3-2 Amendments - Type And How Made

4-3-3 Amendments - Public Hearing Requirements

4-3-4 Amendments – Right to Public Petition for Protest

4-3-5 Amendments - Limitations On Filing

4-3-1 Amendment Procedures - Statement Of Policy

It is the intent of the City of Lander that these Planning and Zoning regulations, which include this ordinance and the District Zoning Map, have been established for the purpose of promoting sound and desirable development and for maintaining stable land use patterns. In harmony with this purpose, the ordinance and map shall not be amended except to (1) correct an obvious error or oversight in the regulations, or (2) to recognize the promotion of public health, safety and general welfare. In conformity with this statement of policy, the City Council and the City of Lander may initiate amendments, or

any person, firm or corporation may initiate amendments in the manner hereinafter set forth.

4-3-2 Amendment - Type And How Made

A. Amendments shall be of two types:

1. Language amendments which seek to change the wording of the zoning ordinance; and
2. Zoning map amendments which seek to change the district boundary lines on the District Zoning Map.

B. Upon recommendation of the Planning Commission or upon receipt of an approved application for amendments of this ordinance of either type, the Planning Commission shall deliberate on the suggested amendments in accordance with this ordinance. It shall be the responsibility of City Administration to have applications available that clearly state the requirements and procedures for each amendment type.

4-3-3 Amendments - Public Hearing Required

- A. The City Council shall hold a public hearing on all amendments to this ordinance and to the District Zoning Map at which all interested parties shall have an opportunity to be heard. Notice of the time and place of the public hearing and the nature of the amendments sought shall be given by two publications in a newspaper of general circulation in the City, one of which is at least 15 days before the date of such hearing and a public notice mailed to the property owners within 140 feet of the premises. After the public hearing which may also constitute the first reading of the amendment, the City Council shall conduct two additional readings of the amendment when the Council is able to take action, provided the proposed amendment receives an affirmative vote.
- B. Prior to the advertised public hearing before the City Council, the Planning Commission shall review any proposed amendments to this ordinance or to the District Zoning Map and after due deliberation, shall certify its findings and make recommendations for approval or denial (in whole or in part) to the City Council in writing.
- C. No zoning amendments shall be considered by the Council until after the Planning Commission has reviewed it and the Commission has forwarded its findings and the recommendations to the Council. In its deliberations on zoning matters before it, the Council shall take into consideration any evidence and material available to it, comments of public agencies or private citizens and the findings and recommendations of the Planning Commission. No zoning change shall be put into effect unless an ordinance is passed through three readings with the majority of the Council votes in favor of its adoption.

4-3-4 Amendments – Right to Public Petition of Protest

In the event of a protest to a proposed amendment to the District Zoning Map duly signed and acknowledged by the owners of twenty percent (20%) or more of the area of the lots included in the proposed change, or of those immediately adjacent within a distance of one hundred forty (140) feet, the change is not effective except upon the affirmative vote of three-fourths (3/4) of all the members of the governing body. In determining the one hundred forty (140) feet, the width of any intervening street or alley shall not be included in accordance with W.S 15-1-601. B. All protests to a proposed amendment to the District Zoning Map, or any withdrawals from such a protest, shall be filed with City Administration on an approved application containing a petition form at least 24 hours before the time set by notice for the Council meeting at which the proposed ordinance containing the amendment will be considered.

4-3-5 Amendments - Limitations On Filing

No application for the change of a zoning district classification shall be made by a property owner or his agent for any land area which has been the subject of a public hearing conducted by the City Council within the immediately preceding 12-month period and which hearing resulted in a rejection of the proposed zoning. This limitation shall not apply to land for which a different zoning classification is sought than the one rejected by the Council.

Section 4 Board Of Adjustment

4-4-1 Board of Adjustment - Creation

4-4-2 Board Of Adjustment - Powers And Jurisdiction

4-4-3 Board Of Adjustment - Rules For Proceeding Before the Board of Adjustment

4-4-4 Board of Adjustment – Variance Requests

4-4-5 Board of Adjustment - Conditional Use Permit Requests

4-4-6 Board of Adjustment - Nonconforming Use Request

4-4-7 Board of Adjustment - Appeals

4-4-1 Board of Adjustment - Creation

A Board of Adjustment consisting of the Lander Planning Commission is hereby created in accordance with W.S. 15-1-605(c). The Board of Adjustment shall adopt rules and regulations necessary to the conduct of its function which are consistent with the ordinance and state law. A copy of such rules shall be subject to approval of the governing body and kept on file by the City Clerk for public inspection.

4-4-2 Board Of Adjustment - Powers And Jurisdiction

- A. A Board of Adjustment for the City of Lander shall have the powers and duties in accordance with W.S. § 15-1-608 as exists now and may hereafter be amended which is hereby adopted by reference.
- B. The Board has the power to hear and decide on applications in variance of the strict application of the zoning ordinance. A Variance shall remain in effect for as

long as the land use is effective and shall be recorded with the title of the affected property.

- C. The Board has the power to hear and decide special exemptions to the terms of the ordinance which are hereby defined as Conditional Use Permits. Conditional Use permits remain in effect for as long as the specific applicant owns the property or requests an expiration or change of conditions.
- D. The Board has the power to hear and decide on applications requesting permission to retain a Nonconforming Use. Nonconforming Use Permits are of two types: 1. Nonconforming Use and 2. Nonconforming Setback or Utility Installation Registration. Approval of Type 2" Nonconforming Setback and Utility Installation Registration" may be delegated to City Administration in lieu of a full public process that results in a Board Decision and Order. Nonconforming Use permits remain in effect until such time that the use or the structure is demolished, destroyed or deemed to be abandoned for a period of 12 months or more.

4-4-3 Rules For Proceeding Before The Board Of Adjustment

The Board of Adjustment shall deliberate on the applications of any agency or official or in regard to Variances, Conditional Uses and Nonconforming Uses from the provisions of this zoning ordinance in accordance with W.S. 15-1-608. Application Forms shall be made available by City Administration. A Decision shall be reached only after a public hearing. The Board shall fix a reasonable time and place for the hearing and shall proceed in accordance with the following rules:

- A. Public notice shall be given of all hearings. Public notice shall consist of one publication of a notice by the City in a newspaper of general circulation at least 15 days prior to the hearing. Public notice shall also be mailed to the property owners within 140 feet of the premises in a timely manner. The newspaper and mailed notices shall identify the applicant, shall briefly state the nature of the appeal or the variance sought and shall give the date, time and place of the hearing. All hearings shall be open to the public.
- B. At any public hearing, any interested party may appear in person or be represented by an agent or attorney and, after being duly sworn, may offer evidence and testimony and cross examine witnesses.
- C. All witnesses shall be sworn or shall affirm their testimony in the manner required in courts of record.
- D. All testimony and evidence shall be presented publicly.
- E. The Board shall keep a record of the proceedings for each matter heard which shall be kept on file and copies made available to any party at cost. The record of proceedings may include documents and physical evidence considered in the case.
- F. The Board shall render a written Decision and Order on each case heard within 30 days of the hearing. Each decision must be accompanied by reasons therefore and based on findings of fact. The record shall show the grounds for each decision and the vote of each member upon each question. The record

of proceedings shall be public record.

- G. For Variances only, In addition to this Decision and Order and record of proceedings, the City Administration shall cause a description of each variance granted, to be filed with the title of the affected property. The description shall include the nature of the variance, any time limitations and any special conditions imposed by the Board.

4-4-4 Board Of Adjustment – Variance Requests

- A. Upon receipt of an approved application for a variance the Board may vary or adjust the strict application of any of the requirements pursuant to this ordinance if after due process it is determined that the strict application of any provision of meets all of the following:
1. There are special circumstances or conditions, fully described in the Board's findings, which are peculiar to the land or building for which the adjustment is sought and do not apply generally to land or buildings in the neighborhood and have not resulted from any act of the applicant subsequent to the adoption of the ordinance.
 2. Circumstances or conditions are such that the strict application of the provisions of the ordinance would deprive the applicant of the reasonable use of the existing land or building, the granting of the adjustment is necessary for the reasonable use thereof and the adjustment as granted is the minimum adjustment that will accomplish this purpose, High cost alone, when following this ordinance is not a reasonable basis for granting the owner a variance.
 3. The granting of the adjustment is in harmony with the general purposes and intent of the ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- B. The Board may grant exceptions and variances upon request after a showing that an illegal construction or a nonconforming building or use existed for a period of at least five (5) years in violation of local ordinance and the City Administration has not taken steps toward enforcement. Approval of this type of Variance or nonconformance may be delegated to City Administration in lieu of a full public process that results in a Board Decision and Order.
- C. If a petition protesting the proposed conditional use and signed by 20% or more of the property owners within 140 feet of the premises is presented to the Board before a decision is reached, then the permit shall not be granted without the affirmative vote of three-fourths of all the Board members per W.S 15-1-603. Petition forms shall be made available by City Administration.

4-4-5 Board of Adjustment - Conditional Use Permit Requests

- A. Upon receipt of an approved application, the Board may authorize special exemptions to this code as a Conditional Use. Conditional uses are those that

would not be appropriate in the designated area unless controlled as to number, area, and location, or other condition, and included in the list of allowed conditional uses for each zoning district as provided by this ordinance. Application for a conditional use permit shall be made to the Board of Adjustment and shall include any information the Board may require as set forth in their adopted rules and procedures. Permissible Conditional Use Applications are as follows:

1. Childcare
2. Group/Foster Home (WY Department of Health Licensed Facility)
3. Home Business
4. Short-term Rental/Bed and Breakfast
5. RV campground
6. Medical Office/clinic
7. Professional office (other than Medical)
8. Motel/Hotel
9. Restaurant
10. Gaming Establishment
11. Communication Tower
12. Junkyard
13. Other similar used as approved by the Board.

- B. The Board may subject conditional use permits to such conditions as it may deem necessary to preserve and protect the character of the area and the safety of the public. The subsequent violation of any condition shall be deemed a violation of this ordinance as well as grounds for revocation of the permit.
- C. If a petition protesting the proposed conditional use and signed by 20% or more of the property owners within 140 feet of the premises is presented to the Board before a decision is reached, then the permit shall not be granted without the affirmative vote of three-fourths of all the Board members per W.S 15-1-603. Petition forms shall be made available by City Administration.

4-4-6 Board of Adjustment - Non-Conforming Use Requests

- A. Upon receipt of an approved application, the Board may authorize a Nonconforming Use Permit. Within the zoning districts established by this ordinance and amendments that may later be adopted, there exists land and land uses which were lawful before this ordinance was passed or amended, but which would be affected by the terms of future amendments. Therefore, it is the intent to permit these nonconforming uses to continue if the applicant meets all the requirements of this section as listed below. It is further the intent that these nonconforming uses shall not be used as grounds for allowing other uses prohibited elsewhere in the district.
- B. The Board has the authority to delegate the approval for a nonconformance to City Administration ONLY when a landowner is simply registering a Nonconforming Setback or Utility Installation that exists for 5 years or more and which were lawful before this ordinance was passed or amended. Registration for nonconforming setbacks or utility installation shall be submitted on an

approved form provided by City Administration.

- C. Any existing structure devoted to a use not permitted by this ordinance in the zoning district in which it is located shall not be enlarged, extended, constructed, reconstructed, moved or structurally altered except when changing the nonconforming use of the structure to a use permitted in the zone in which it is located.
- D. Any nonconforming use may be extended throughout any parts of a structure which were manifestly arranged or designed for such use at the time of adoption, as defined in this ordinance, but no such use shall be extended to occupy any land outside such land or structure.
- E. If no structure alterations are made, any nonconforming use of the structure, or structures and premises, may be changed to another nonconforming use provided that the Board of Adjustment deliberates on an approved application and considers the following:
 - 1. The nature and purpose of the existing nonconforming use.
 - 2. The difference in quality and character of the proposed use.
 - 3. The difference in the degree of the use of the proposed use, including but not limited to hours of operation and parking requirements.
 - 4. The reasons for the proposed change; and
 - 5. The overall impact of the proposed use on the surrounding property.
- F. Any structure, or structures and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure(s) is located, and the nonconforming use may not be thereafter resumed.
- G. When a nonconforming use of a structure, or structures and premises in combination, is discontinued or abandoned for one (1) year or more, the structure, or structures and premises in combination, shall not thereafter be used except in conformance with the regulations of the district in which it is located. Abandonment shall include, but not be limited to, cessation of the use for one (1) year or more. The owner, occupant or user shall have the burden to show that the structure, lot, or use was lawfully established.
- H. Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land. Destruction for the purpose of this ordinance is defined as damage to an extent of more than fifty (50) percent of the replacement cost at the time of destruction.

4-4-7 Board Of Adjustment – Appeals

- A. The decision of the Board of Adjustments may be reviewed by the district court pursuant to Rule 12 of the Wyoming Rules of Appellate Procedure in accordance with W.S. 15-1-609.

B. The Board may reverse or affirm wholly or partly a Decision and Order, requirement, decision or determination as necessary, but no power exercised under this paragraph shall exceed the power or authority vested in the administrative officer from whom the appeal is taken. The concurring vote of a majority of the board is necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the application on any matter upon which it is required to pass under any ordinance or to affect any variation in the ordinance.

Section 5 Planning Commission

4-5-1 Planning Commission - Creation

4-5-2 Planning Commission - Powers And Jurisdiction

4-5-3 Planning Commission – Rules for Proceeding Before the Planning Commission

4-5-4 Planning Commission - Annexations and De-annexations

4-5-5 Planning Commission – Creation of Zone Districts and Zoning Requests

4-5-6 Planning Commission – District Zoning Map

4-5-7 Planning Commission – Subdivision And Land Use Regulations

4-6-8 Planning Commission - Water and Sewer Requests Outside the City Limits

4-5-9 Planning Commission – Issuance of Solar Rights Permits

4-5-1 Creation

- A. A Planning Commission for the City of Lander of five to seven members is established in accordance with W.S. § 15-1-502 (1977) as the same now exists or may hereafter be amended. Members shall be appointed without respect to political affiliation by the Mayor, with the advice and consent of the Council. The term of each member shall be three years.
- B. The Planning Commission shall adopt rules and regulations necessary to the conduct of its functions which are consistent with this ordinance and state law. Such rules and regulations shall be subject to approval by the Council and a copy of the same shall be kept on file by the City Clerk for public inspection.

4-5-2 Powers And Jurisdiction

The Planning Commission has the following powers and jurisdiction in accordance with W.S 15-1-507 and 15-1-601 which is incorporated herein by reference:

- A. To hear and make recommendations to the City Council on all planning and zoning applications ensuring that the application is consistent with this ordinance and the adopted Zoning Map, Master Plan Transportation plans, and Subdivision Regulations of the City of Lander as from time to time may be amended.
- B. To and make recommendations to the City Council on proposed changes to the language of this Planning and Zoning ordinance.
- C. To review and recommend to the City Council approval or denial of annexation and de-annexation requests.

- D. To review and recommend to the City Council approval or denial of zoning and rezoning requests.
- E. To review and recommend to the City Council approval or denial of subdivision plats, both those of which that are within the corporate limits of the City as well as those that are within one mile of said corporate limits.
- F. To review and if in compliance, approve Development Plans and Planned Unit Developments subject to the currently adopted Subdivision Rules and Regulations as may from time to time be amended.
- G. To review in accordance with the adopted Water and Sewer Master Plans, as may from time to time be amended, and recommend to the City Council approval or denial of requests for water and/or sewer services outside City limits.

4-5-3 Planning Commission – Rules for Proceeding Before the Planning Commission

- A. The Planning Commission shall deliberate on all proposed changes to this ordinance, including changes to the zoning map, and make recommendations to the City Council for adopting changes by ordinance. Requests for changes may be initiated by the governing body, the planning commission itself, or an individual application as stated in the Amendment Procedures of these regulations.
- B. The Planning Commission shall deliberate on all requests submitted on an approved application form in accordance with these regulations and make a recommendation to the Governing Body.
- C. The Commission has the authority to hold a public hearing on all Subdivision and Planned Unit Development requests prior to making a recommendation to City Council. If a public hearing is afforded, the Commission shall fix a reasonable time and place for the hearing, notify all landowners within 140 feet of the action, and shall advertise the public hearing a minimum of 15 days prior to the hearing.
- D. Subdivision and Planned Unit Development applications to the Planning Commission shall follow all the requirements set forth in the City of Lander Subdivision Rules and Regulations as adopted by Resolution of the City Council as may from time to time be amended.
- E. All applications shall also be reviewed by City Administration, including but not limited to, the Public Works Director, City Engineer, Fire Administrator, Building Department, Parks and Recreation Department, and Planning Department or designated staff as appropriate for each application.

4-5-4 Annexations and De-annexations

All proposed annexations to the City shall be referred to and reviewed by the Planning Commission. Rules for annexations of the following types are set forth in accordance with W.S. 15-1-401 to 15-1-423, inclusive. For all annexation requests or actions, the Commission shall review the land to be annexed with reference to the adopted Zoning Map, Master Plans, Transportation plans, and Subdivision Regulations of the City of Lander as from time to time may be amended. For all types of annexations, the Commission shall

deliberate on the appropriate zoning district as requested by the annexation applicant and include their recommendation for zoning to the City Council at the same time as the matter comes before the Council for approval.

A. Annexation of territories initiated by Governing Body.

1. In any annexation proceeding the governing body shall establish a date, time and place for a public hearing to determine if the proposed annexation complies with W.S. 15-1-402. The hearing shall be held not less than thirty (30) days nor more than one hundred eighty (180) days after the petition has been certified to be complete.

2. The clerk shall give notice of the public hearing by publishing a notice at least twice in a newspaper of general circulation in the territory sought to be annexed. The first notice shall be given at least fifteen (15) business days prior to the date of the public hearing.

3. If more than fifty percent (50%) of the landowners, or if a landowner or landowners owning more than fifty percent (50%) of the area to be annexed file written objections with the clerk of the annexing municipality within twenty (20) business days after the hearing under W.S. 15-1-405(a) no further action under W.S. 15-1-404 may be taken on any area within the proposed annexation within two (2) years.

4. If seventy-five percent (75%) or more of the perimeter of the area to be annexed is contiguous to the corporate limits of the annexing city or town, the provisions of subsection (c) of this section do not apply and the proposed annexation shall not be protested.

5. No annexation under W.S. 15-1-404 shall create an area which is situated entirely within the boundaries of the city or town but is not annexed.

B. Annexation by petition of a single or multiple adjacent landowners.

1. Annexation may be initiated by a written petition signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax-exempt property

2. No signature on the petition is valid if it is dated more than one hundred eighty (180) days prior to the date of filing the petition with the clerk. No person signing a petition for annexation may withdraw his signature from the petition after it has been filed with City Administration.

3. City Administration shall within ten (10) days from the date the petition is filed, determine if the petition substantially complies with this article and forward the petition to the Commission.

4. There are no public hearings required for an annexation by petition.

C. Annexation by subdivision.

1. The owner of any land within or contiguous to any city or town may subdivide the land into lots, blocks, streets, avenues and alleys and other grounds as an addition to the City of Lander.

2. After public hearing and deliberation by the Commission, approval by City Council, and when filed with the County Clerk it is equivalent to a deed in fee simple to the city or town from the owner, of all streets, avenues, alleys, public squares, parks and commons and of that portion of the land set apart for public and city use, or dedicated to charitable, religious or educational purposes.

3. When all improvements are accepted by City Council, the subdivision is a part of the city or town for all purposes, and the inhabitants of the addition are entitled to all the rights and privileges and subject to all the laws, ordinances, rules and regulations of the city or town.

4. When annexation by subdivision is requested, City Administration shall notify to the appropriate County officials of the pending request.

D. Annexation of contiguous cities or towns.

When any city or town desires to be annexed to another contiguous city or town, their governing bodies shall meet to determine the terms and conditions on which the proposed annexation might be made. If the governing body of each city or town approves of the terms and conditions proposed, the governing body of the city or town to be annexed shall circulate a written petition requesting annexation subject to the terms and conditions set forth in W.S. 15-1-403 among the city's or town's qualified registered electors. Once the petition is signed by at least a majority of the qualified registered electors residing in the city or town, as determined by the records of the county clerk, it shall be filed with the clerk of the annexing city or town.

E. Municipal de-annexation by petition of a single or multiple landowners.

1. Any landowner within a city or town may petition the governing body of the city or town to have his land or a portion of it de-annexed and the boundaries of the city or town redrawn so their land is outside the city or town boundaries. The landowner shall file the petition with the planning commission and shall also provide a copy of the petition to the county commissioners of the affected county. The county commissioners shall, within sixty (60) days, prepare a report on the impact of the de-annexation. The affected city or town may not take any action on the petition for de-annexation until after the sixty (60) day period. The commissioners may establish rules and regulations for the area to be de-annexed which are consistent with county land use plans and zoning ordinances.

2. The petitioner shall be responsible for publishing a public notice of the petition in a newspaper of general circulation in the affected municipality no more than ten (10) days after filing the petition with the municipal clerk. The notice shall also include a map showing identifiable landmarks and

boundaries.

3. The governing body of the city or town may by ordinance provide for this de-annexation and redrawing of boundaries provided that:

a. The owners of all the land to be de-annexed either sign the petition for de-annexation or consent to the de-annexation within one hundred twenty (120) days after the final passage of the de-annexation ordinance and before its effective date. The passage of the ordinance shall serve as the consent of the city or town for any land owned by the city or town within the area to be de-annexed.

b. The ordinance is adopted within one hundred twenty (120) days after the receipt of the de-annexation petition and within one hundred eighty (180) days after the landowner's signature of the petition, unless a further consent of all the landowners is obtained before the effective date of the ordinance; and

c. If the de-annexation causes land within the city or town boundaries to no longer be contiguous with the rest of the city or town, the de-annexation ordinance may be adopted only with the consent of all the owners of the land to be isolated by the de-annexation.

4. If the city or town owns any rights-of-way, easements, streets or other property or improvements within the area to be de-annexed it may:

a. Vacate or abandon them.

b. Transfer them to the county government with the consent of the county commissioners.

c. Agree to transfer them to another city or town upon completion of the annexation of all or part of the de-annexed land to that other city or town.

d. Retain ownership of them.

5. No de-annexation shall create an area which is situated entirely within the municipality but is not a part of the municipality.

6. The landowner petitioning to have land de-annexed, and his successors and assigns shall remain liable for any assessments incurred or levied while the land was within the city or town boundaries and for all mill levies necessary to repay any indebtedness that was outstanding at any time the property was within the city or town boundaries. Neither the de-annexation nor subsequent annexation to or incorporation as another city shall increase or decrease these liabilities.

4-5-5 Planning Commission – Creation of Zoning Districts and District Regulations

In order to effectively carry out the provisions of these regulations the lands within the corporate limits of the City of Lander shall be divided into the following zoning districts:

- A. A - Agricultural District.
- B. R-1 Single Family Residential District.
- C. R-2 Single Family and Multi-Family Residential Low-Density District.
- D. R-3 Single Family and Multi-Family, Manufactured Home Residential Medium Density District.
- E. R-5 Multi-Family Residential High-Density District.
- F. R-MED - Single Family, Multi-Family Low Density Residential and Medical Services District.
- G. C - General Commercial District.
- H. M-I Manufacturing and Light Industrial District.
- I. PL Public Lands District.
- J. Airport Protection District (Overlay zone)

4-5-6 District Zoning Map

A. The boundaries of these Zoning Districts are hereby established as shown on a map entitled "District Zoning Map, Lander, Wyoming." This map, and all official amendments thereto, are hereby declared to be part of this ordinance.

B. The City Clerk shall maintain the District Zoning Map to accurately represent the zoning district and classifications created by ordinance. The map shall constitute prima facie evidence of district boundaries.

C. Unless otherwise defined, district boundary lines are intended to be lot lines; the center line of streets, alleys, channelized waterways or other similar rights-of-ways; the center line of blocks; section or township lines; municipal corporate lines; the center line of streambeds or other line dimensions or drawn to scale on the District Zoning Map.

D. It is the intent of this ordinance that all lands lying within the corporate boundaries shall be within one of the enumerated zoning districts. If any such land is determined not to be within one of the enumerated districts for whatever reason or cause, then no permits shall be issued for the use of the land or for the erection or alteration of any structures on the land until the area has been examined by the City Council and zoning classification has been established within a reasonable period of time.

E. All territory which shall hereafter be annexed to the City of Lander shall be in one of the defined Districts unless otherwise designated by the City Council, as a part of the annexation and zoning process. Such a zone district classification, once established, may be amended pursuant to the procedures established by this ordinance.

4-5-7 Planning Commission - Subdivision And Land Use Regulations

- A. Purpose - These regulations have been promulgated and adopted with the following purposes in mind:
1. To ensure orderly development in conformance with a duly adopted Master Plan.
 2. To protect the public health, safety and general welfare of present and future residents of the City of Lander, Wyoming.
 3. To establish standards and procedures for the protection of the common interests of the general public, the landowner and the developer.
 4. To protect the character and value of lands and buildings throughout the City of Lander and minimize conflicts among the uses of land and buildings.
 5. To provide safe and adequate transportation systems, utilities and other public facilities.
 6. To establish adequate and accurate records of land subdivisions.
 7. To encourage the use of innovative land planning and urban design techniques.
- B. Application: These regulations shall apply to:
1. All of the lands within the boundaries of the City of Lander, Wyoming as they shall from time to time be amended.
 2. Any proposed division of real property within the City limits of Lander must comply with Section 4-11-2 of the Lander City Codes with application and approval by the Planning Commission. No person shall subdivide any lot or tract of land without first applying for a subdivision, obtaining a recommendation from the Lander Planning Commission and approval of the City Council.
 3. None of the provisions of these regulations shall be construed to require replatting in any case in which subdivision plats have been made and legally recorded pursuant to any regulations previously in force; and all plats heretofore filed for record and not subsequently vacated are hereby declared valid, notwithstanding the fact that the procedures or the manner and form of acknowledgement may have been different than those prescribed by these regulations. However, if any such subdivision has never been or has partially been improved with paved streets, curb, gutter, sidewalks and proper utility lines, no building permit will be issued for those lots within such subdivision or part thereof that does not have direct access to said improvements until those public improvements have been installed according to the adopted City of Lander Engineering Standards and Specifications Manual - Most Recent Edition. The financial responsibility for installing those improvements rests with the owner(s) of record of that/those lot(s). The owner(s) that must have those public improvements installed shall make application to the City for the establishment of a Public Improvement District as provided under Chapter 15, Title 6, Wyoming State Statutes (1977), as amended, with said District being of sufficient size to encompass the entire subdivision or a portion thereof as determined by the City Engineer/Public Works Director.
- C. Exemptions:
1. These regulations shall not apply to:

- a. The subdivision of land for and creation and/or the sale of cemetery lots.
- b. The sale of land to the State of Wyoming, U.S. Government or any political subdivision thereof.
- c. A lot, tract, or parcel of land 35 acres or more in size.

D. 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 to 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.
- 2. When executed, acknowledged and approved as provided in this section, the Plat shall be filed and recorded in the office of the clerk of the proper county.

E. Administration

- 1. These regulations shall be administered by the City of Lander City Hall Administration.
- 2. All plats submitted to the City Council of the City of Lander shall first have been examined by the City Engineer/Public Works Director and the Planning Commission in accordance with the procedures established by this ordinance. As a part of their examination, the Staff and the Commission may consult with other public or private agencies to determine whether or not the plat as proposed will contribute to the orderly growth and development of the City. The City Hall Administration shall receive all materials required to be submitted by these regulations.
- 3. Preliminary and final subdivision plats, supporting materials and any Department's recommendations thereon shall be reviewed and evaluated by the Planning Commission. After concluding its examination, the Planning Commission shall, in the case of Preliminary Plats, notify the developer of its decision in writing, and in the case of Final Plats communicate its findings and recommendations to the City Council in writing. The actions of the City Administration, the Commission and the Council shall be governed by the procedures and schedules hereinafter set forth.

4. The City shall not extend utilities and services and shall not approve any proposed subdivision of land which by itself or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City unless the Preliminary Plat submitted to the Planning Commission is accompanied by a properly acknowledged petition for annexation to the City and a separate application for proper zoning.
5. The City Administration shall review both the annexation petition and the Preliminary Plat for accuracy and completeness and shall process the plats as if the land were already a part of the City. The required plats and the annexation petition may be considered by the City simultaneously; however, final action by the City Council on the annexation petition and zoning shall precede or be taken concurrently with final action on the Final Plat.

F. Appeals

Any developer or landowner aggrieved by the action of the Planning Commission or the administrative staff of the City of Lander in their administration of these regulations, may request a hearing before the City Council. The request shall be in writing, shall be submitted to the City Administration within thirty (30) days of the receipt of such a request, the City Council shall hold a hearing to determine the proper disposition of the matter. At the hearing, the Council shall consider not only the developer's/landowner's appeal, but also the written or verbal comments of the Commission, agency or person appealed from. The Council shall either reaffirm or modify the decision of the Commission, agency or person and note the decision in the record of its hearing. The developer or landowner may then proceed with the subdivision of the land based upon this decision of the Council. This decision shall be binding upon all agencies and administrative personnel of the City of Lander.

4-5-8 Planning Commission – Water and Sewer Requests Outside the City Limits

- A. Applications for water and/or sewer services outside the City limits shall be on an approved form provided by City Administration. Applications shall be reviewed by the Planning Commission, shall follow all the requirements set forth in the City of Lander Water and Sewer Master plans as adopted by City Council and as may from time to time be amended.
- B. All applications shall also be reviewed by City Administration, including but not limited to, the Public Works Director, City Engineer, Fire Administrator, Building Department, Parks and Recreation Department, and Planning Department or designated staff as appropriate for each application.
- C. The City Administration has the authority to require water rights be relinquished to make an appropriate water supply for the new service.
- D. The City Administration has the authority to approve water and sewer taps outside the City limits in exchange for utility easements.
- E. If a determination is made to allow water and/or sewer services outside the City Limits, then the landowner shall sign an Annexation Agreement provided by City Administration.
- F. Determinations for Water and/or Sewer requests outside City limits shall be given to the applicant in writing as well as recorded in the Planning Commission Minutes.

4-5-9 Planning Commission – Issuance of Solar Rights Permits

A. Authority - This Section and City Ordinance 1214 dated June 13, 2017, is adopted pursuant to and in accordance with the authority vested in the City Council of the City of Lander, Wyoming by the Statutes of the State of W.S. §§ 34- 22-101 through 34-22-106.

B. Purpose - The purpose of this Section is to protect the health, safety and general welfare of the community by encouraging the use of solar energy systems. The overall objective of this Section is to provide adequate protection from interference by structures, trees, or topography. It is the intent of this Section to provide a means of protection for the use of solar collectors without causing undue hardships on the rights of adjacent property owners and to establish solar collectors as permitted use in all zoning districts.

C. A solar permit shall be granted by the Planning Commission only after an approved application form for solar access permit has been duly processed with the appropriate public hearing and review by City Administration as provided in Ordinance 1214 as may from time to time be amended Ordinance 1214 is incorporated by reference.

Section 6 General Zoning Requirements

4-6-1 Accessory Uses

4-6-2 Division Of Lots Not allowed without Subdivision

4-6-3 Zone Lot For Structures

4-6-4 Temporary Dwellings

4-6-5 Legal Access

4-6-6 City Easements And Rights-Of-Way

4-6-7 Off-Street Parking And Loading Requirements6.24.140 Street Addressing

4-6-8 New And Modified Commercial Communication Towers And Antennas

4-6-1 Accessory Uses

- A. Any use which complies with all of the following conditions may be operated as an accessory use:
1. does not include residential occupancy.
 2. is clearly incidental and customary to and commonly associated with the operation of the permitted use (examples may be detached garages, storage sheds or metal containers, home offices, etc.).
 3. is operated and maintained under the same ownership and on the same lot as the permitted use.
 4. does not include structures or structural features inconsistent with the permitted uses of the zoning district).
 5. if operated wholly or partly within a structure containing the permitted use,

the gross floor area utilized by the accessory use shall not exceed 30% of the gross floor area of the permitted use.

6. if in a separate, detached structure from a permitted use, the gross floor area devoted to the accessory use shall not exceed the gross floor area as defined in the International Residential Code (IRC).

7. Accessory Structure General Requirements – Non-residential Districts -

- a. Accessory Structures are permitted on Commercial, Manufacturing-Industrial and Agricultural lots without permit but shall be placed in accordance with the required front and side rear setback line for that zoning district.
- b. Under no circumstances shall an accessory structure be placed over a utility easement or a public right-of-way.
- c. When the lot of the accessory structure is directly abutting a residential district parcel or lot, the setback requirements of that residential district shall be used for front, side and rear setbacks.

8. Accessory Structure General Requirements – All Residential Districts- in all residential districts, accessory structures shall be permitted by a placement or building permit as appropriate. Accessory Structures shall be located behind the front setback line, or the side yard setback if adjacent to a street, as defined that that district's regulations and permitted to meet the following requirements.

- a. Side yard setback of detached accessory structure in all residential districts: 5 feet.
- b. Rear yard setback of detached accessory structure in all residential districts: 5 feet.
- c. Under no circumstances shall an accessory structure be placed over a utility easement or a public right-of-way
- d. Maximum height of detached accessory structures in all residential districts: ~~30~~20 feet
- e. Maximum height of detached accessory structures in Commercial District: 45 feet.

9. General Requirements for Portable and Temporary Storage Structures

- a. Portable storage units (i.e., skid sheds, metal containers) shall be considered an accessory structure in a residential district.
 - (1) A placement permit from City Administration shall be required prior to placing any portable structure in excess of 120 square feet with the intention of leaving it for more than 30 days.
 - (2) Portable storage structures less than 120 square feet are not required to obtain a placement permit but must meet the easement, height, front, side and rear setback requirements

stated in the District Classification for each zoning district and all Regulations of this ordinance.

- (3) Portable storage structures shall not be permanently placed within a private driveway, public street or alley, over a utility easement, within the City right-of-way, nor within the front yard setback as designated for each zoning district.
- b. Temporary Storage structures for less than 30 days and in excess of 120 square feet shall not be placed on any lot or in any street without the lot owner, renter, or assignee first obtaining the placement permit from City Administration. Such permit will regulate the placement of the temporary structure to be located in either the street, City ROW, front yard, driveway, or side yard of the primary structure as permitted by City Administration.
 - (1) For construction projects requesting a building permit, temporary storage structures and waste receptacles may be added to the building permit. Under these conditions, temporary storage structures and waste receptacles shall be removed prior to issuing the occupancy permit.

4-6-2 Division Of Lots Not allowed without Subdivision

No division of any lot may create a lot smaller than the applicable minimum size and dimensions as described within these Regulations. Application must be made for any proposed division of real property within the City limits of Lander. Any division or lot line change shall follow the procedures laid out in the current City of Lander Subdivision Regulations for a Minor Subdivision and must be recommended by the Planning Commission and approved by City Council.

4-6-3 Temporary Dwellings

A, No motor vehicle, recreational vehicle, accessory structure, or temporary structure on a lot shall be used for sleeping, eating, and/or preparing food for a period exceeding two weeks without first obtaining permission from City Administration.

B. Application may be made to City Administration to seasonally reside in a Recreational Vehicle exclusively for the owner of the lot. This permission shall be for less than 6 months and only permitted between May 1 and October 31 annually. This section shall not apply within approved manufactured home parks or approved Recreational Vehicle campgrounds.

C. Application may be made to City Administration to reside in a Manufactured Home or a Recreational Vehicle on a lot for longer than two weeks when associated with an approved building permit. This permission will expire with the issuance of the occupancy permit associated with the building permit.

4-6-4 Legal Access

- A. All dwellings and businesses shall be located on lots with frontage on public streets and shall have direct access from the streets suitable for servicing, fire protection and off-street parking.
- B. Secondary access is allowed from alleys that do not dead end within the block.
- C. Private drives are allowable as approved by the Commission as legal access or by the Board of Adjustments as a nonconformance or variance in accordance with these regulations.

4-6-5 City Easements And Rights-Of-Way

Any fence, wall, landscaping, or built structure located within an existing street right-of-way or other City easement may be removed at the property owner's expense if necessary for utility and street maintenance or construction.

4-6-6 Off-Street Parking And Loading Requirements

- A. The following general requirements shall apply:
 - 1. off-street parking and loading shall be provided and maintained as required by this Section for all permitted uses which are established after the effective date of this
 - 2. these requirements shall not be retroactive to permitted uses existing on the date this ordinance becomes effective but shall apply to any expansion of these uses which occurs after that date.
 - 3. in residential districts, required off-street parking shall be provided on the same lot to which the parking pertains.
 - 4. If adequate off-street parking is not feasible on the same lot for a commercial, public, or an approved conditional use, parking may be approved at the discretion of the Planning Commission on another lot in the R-5, C, or P-L Districts, but to be located not farther than 1,000 feet from the structure or use they are required to serve;
 - 5. groups of more than four parking spaces shall be designed so that no backing movements onto a street will be required.
 - 6. no structure shall be erected or enlarged, nor shall any use be enlarged, if such action eliminates the required off-street parking areas.
 - 7. The requirements of these off-street parking regulations may be waived at the discretion of the Planning Commission with regards to structures and uses with frontage on Main, Lincoln or Garfield Streets located between First Street and Ninth Street.

8. The businesses within the Lander Business Park will be allowed to count as overflow off-street parking for their total parking spaces per use.
- B. Off-street parking and loading will be designed, used and maintained in accordance with the following specifications:
1. Residential individual off-street parking spaces shall be at least nine feet wide and 18 feet long (enclosed garages and awnings may be counted as parking spaces).
 2. Commercial off-street loading spaces shall be located only in the side or rear yards of the lot and shall be at least 12 feet wide, 50 feet long and have a minimum height clearance of 14 feet.
 3. areas used for required parking and maneuvering of vehicles shall have an all-weather surface of asphalt or concrete or alternatives approved by the Planning Commission and City Administration and shall be designed in a manner which avoids the flow of water across public sidewalks.
 4. each parking or loading space must be usable and readily accessible and arranged so that no part of any parked vehicle extends beyond the property line nor obstructs the public sidewalks.
 5. required parking and loading areas shall be provided with designated entrances and exits located so as to minimize traffic congestion and avoid undue interference with public use of streets, alleys and public sidewalks.
 6. parking and loading areas provided in accordance with the requirements of this ordinance shall not be used for the sale, repair, assembly or disassembly, storage or servicing of vehicles or equipment.
- C. At the time a structure is being erected or enlarged, or the use of an existing structure is changed, off-street parking spaces shall be provided as follows:
1. For R-1 residential districts:
 - a. Dwellings with one bedroom shall have one off-street parking space.
 - b. Dwellings with two or more bedrooms shall have two off-street parking spaces.
 - c. Dwellings in R-2, R-3, R-4, R-5 and R-Med districts shall have 1 off-street parking space for each living unit. (i.e., a single-family residence requires 1 unit, a duplex requires 2 units, a 6-plex requires six units, etc.).
 - d. Approved Conditional Uses such as Child Care, Home business,

Short term rentals - As determined by the Board of Adjustment and memorialized in the Decision and Order.

2. For Commercial uses in Commercial and Residential Districts

- a. Home business - 1 per 200 sq. ft. or fraction thereof.
- b. Boarding houses - 1 per each sleeping or living unit.
- c. Retirement homes, housing project for senior citizens - .5 per dwelling unit plus 1 for manager.
- d. Motel or hotel - 1 per sleeping room plus 1 for manager.
- e. Clubs or lodgers - Spaces to meet the combined requirements of the uses being conducted such as hotel, restaurant, auditorium, etc.
- f. Convalescent hospital, nursing home - .4 X lawful number of occupants plus 1 per each staff member on duty on maximum shift.
- g. Hospital - 1 per bed plus .75 X maximum number of employees on duty on a maximum shift.
- h. Churches - .35 X seating capacity of sanctuary.
- i. Preschool, nursery or kindergarten - 2 spaces per employee.
- j. Elementary or junior high school - 1 per employee or staff person and each faculty member.
- k. High school and vocational schools - 1 per employee or staff person and each faculty member plus 1 per five students.
- l. Stadia, areas, theaters, auditoriums, or meeting rooms - .35 X seating capacity or, if no fixed seats, 1 space per 50 square feet of floor area.
- m. Bowling Alley - 5 per lane.
- n. Dance Hall or skating rink - 1 per 80 square feet of floor area.
- o. Retail and repair shops, including shoe repair, contractors' showrooms, galleries, structure material supply stores, package beverage stores with no seating - 1 per 1000 square feet of floor area plus one per three employees.
- p. Restaurants and beverage establishment with seating 1 per 100 sq ft of customer floor area.
- q. Barber shops and Cosmetology Shop - 1 plus 1.5 per chair.

r. Banks and business or professional offices (except medical and dental clinics) - 1 per 300 square feet of floor area.

s. Medical and dental clinics - 2 per staff person.

t. Gas stations - 1 per nozzle plus 2 per lift (in addition to stopping places adjacent to pumps).

u. Mortuary - 1 space per 4 seats or 8 feet of bench length in the chapel.

v. Laundromats - .5 per machine.

w. Other retail and service establishments - 1 per 300 square feet of floor area and outdoor sales space.

x. Warehouses, storage and wholesale business, and freight terminals – 2 spaces plus, 1 space per employee on maximum shift. And sufficient space to park all company owned or leased vehicles, including passenger auto manufacturers, trucks, tractors, trailers and similar company owned or leased motor vehicles.

y. Manufacturing uses, research testing and processing, assembly, all industries - 1 X number of employees on a maximum shift.

z. Gaming, one space per every 75 square feet of gaming area or any portion thereof.

aa. Uses not specified - Shall be determined by the City Administration in accordance with the most recently adopted National Codes.

D. Where calculation in accordance with the foregoing residential and commercial req results in requiring a fractional space, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall require one space.

E. At least the following amounts of off-street loading shall be provided, plus an area adequate for maneuvering and walk/bike ways, ingress and egress:

Number of Spaces	Gross Floor Area in Square Feet
1	3,000 to 20,000
2	20,000 to 40,000
3	40,000 to 60,000
4	60,000 to 80,000
5	80,000 to 100,000
6	100,000 to 150,000

One additional space shall be provided for each 50,000 gross floor area in square feet above 150,000 square feet. If parking is greater than 5000 sq feet a green area and/or snow dump area must be provided on the premises.

4-6-7 Street Addressing

- A. All persons owning, occupying, or managing any residence or structure within the corporate limits of the City shall obtain a number for such residence or structure from the City Administration and shall display such assigned number upon said residence, structure or other place so as to be clearly visible from the street.
- B. Any person, before constructing any dwelling or place of business within the city, shall before commencing such structure make an approved application to the City Administration for a number for such proposed structure and the city clerk shall allot a number; therefore, the person shall within ten (10) days after completion thereof have such number attached thereto, as herein provided. In allotting and designating numbers for all dwellings and places of business, hereunder, the city clerk shall allot such numbers as shall most nearly express the location of the structure on the street and in the block where the same is situated.
- C. The number, when so assigned, shall then be placed upon the structure or structure, by the owner thereof, so as to be plainly visible from the street that the residence or structure faces upon, either by constructing thereon prepared Arabic numbers, or by painting such Arabic numbers thereon in such size as to be readily discernible from such street, but said numbers shall not be less than 2 inches in width and not less than 3 inches in height.
- D. Every manufactured home park shall designate a lot number to each lot and provide the same to the city clerk. Each manufactured home shall have placed upon it the lot number in which it is located so as to be plainly visible from the street that the manufactured home faces in a manner as herein provided. No other numbers shall be affixed in the location of the lot number.
- E. Nothing in this ordinance shall in any way affect numbers of structures or structures previously assigned by the City Administration, unless deemed by the City Administration to have been inappropriately assigned.
- F. It shall be unlawful for any person to place any number or other means of identification using numbers upon any structure, or other structure, within the City, as a means of identification of the location of such structure or other structure, unless such number shall have been procured under the provisions hereof and assigned to such owner, by the City Administration.

4-6-8 New And Modified Commercial Communication Towers And Antennas

Conditions for New and Modified Commercial Communication Tower/Antenna Placement - A new or modified communication tower and/or antenna may be permitted upon application to the Board of Adjustment as a conditional use and upon determination that all of the following conditions are met.

- A. Permitted Height. Commercial Communications Towers and Antennas, antenna and all related facilities mounted on structures, water tanks or other structures including free-standing or guyed communications Commercial Communications Towers must not extend more than 100 feet from the surface of the ground. Antenna shall not extend more than 105 feet from the surface of the ground.
- B. Specifications. Submission of one copy of typical specifications for proposed structures and antenna, including description of design characteristics and material. All tower designs must be certified by an engineer licensed to practice in the State of Wyoming to be structurally sound and at a minimum, in conformance with the City's adopted codes as may be amended from time to time, and any other standard outline in this article.
- C. Site Plan. Submission of a site plan drawn to scale showing property boundaries, tower location, tower height, guy wires and anchors, existing structures, elevation drawings depicting typical design of proposed structures, parking, fences, landscape plan and existing land uses on adjacent property.
- D. Tower Location Map. Submission of a current map, or update for an existing map on file, showing locations of applicant's antenna, facilities, existing Commercial Communications Towers and Antennas, and proposed Commercial Communications Towers and Antennas which are reflected in public records, serving any property within the city.
- E. Antenna Capacity/Wind Load. Submission of a report from a structural engineer registered in Wyoming that shows the tower antenna capacity by type and number and certification that the tower is designed to withstand winds in accordance with ANSI/EIA/TIA 222 (latest version) standards.
- F. Antenna Dimensions.
 - 1. Omni-Directional (whip) antennas and their supports must not exceed 15' in height and 3" in diameter and must be constructed of a material or color which matches the exterior of the structure.
 - 2. Directional or Panel antennas and their supports must not exceed 8' in height or 2.5' in width and must be constructed of materials and coloration which achieves maximum compatibility and minimum visibility.
 - 3. Satellite and microwave dish antennas located below sixty-five (65) feet above the ground may not exceed six (6) feet in diameter. Satellite and dish antennas located sixty-five (65) feet and higher above the ground may not exceed eight (8) feet in diameter.
- G. Antenna Owners. The applicant shall show identification of the owners of all antenna and equipment to be located at the site as of the date of application. A copy will be on file at City Hall and must be updated with each additional participant or change of ownership.
- H. Owner Authorization. Written authorization from the site owner for the

applications.

- I. FCC License. A copy of a valid FCC license for the proposed activity, or proof that the applicant is the winning bidder for an FCC license at auction and that the final issuance of the FCC license purchased at auction is pending.
- J. Removal Agreement. A written agreement to remove the tower and/or antenna within 180 days of cessation of use along with a performance bond in an amount equal to the estimated removal costs. The performance bond shall be adjusted yearly for cost of living increases according to the Bureau of the Census Cost of Living.
- K. Need for Location. Applicant must show that the proposed antenna and equipment could not be placed on a pre-existing facility and function under applicable regulatory and design requirements without unreasonable modification. A permit for a proposed tower within 1,000 feet of an existing tower will not be granted unless the applicant certifies that the existing tower does not meet the applicant's structural specifications or technical requirements, or that a co-location agreement could not be obtained at commercially reasonable terms and conditions, including price.
- L. Design for Multiple Use. Applicant must show that a new tower is designed to accommodate the applicant's potential future needs, to the extent that those future needs may be determined at the time of application.
- M. Safety Codes. All City of Lander structure and safety codes must be met and the site will be inspected upon completion by the City Administration.
- N. Aesthetics. Commercial Communication Towers and Antennas shall meet the following requirements:
 - 1. Signs. No commercial signs or advertising shall be allowed on a tower or antenna including the base of the tower/antenna.
 - 2. Vandalism to Include Graffiti. Any vandalism, graffiti or other unauthorized inscribed materials shall be removed or otherwise covered in a manner substantially similar to and consistent with the original exterior finish.
- O. Alternative tower structure to include synthetic trees, towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers are desirable. When camouflaging is not feasible selection shall include materials, colors, textures, screening and or landscaping that will blend towers into the natural setting and surrounding structures.
- P. Fencing. An eight (8) foot fence or wall constructed for safety and to shield against vandalism, shall be required around the base of any tower or antenna.
- Q. Annual Registration Requirement. To enable the City of Lander to ensure safety requirements of commercial communication towers and antennas within the City limits, on an annual basis, no later than June 30 each year. The City may require

the commercial communication tower/antenna owner/operator to submit more frequent certification should there be reason to believe that the structural and electrical integrity of the tower/antenna is jeopardized. The City reserves the right upon reasonable notice to the owner/operator of the tower/antenna to conduct inspections for the purpose of determining whether the tower/antenna facility complies with the City of Lander adopted structure and safety codes and all other construction standards provided by local, state, and federal laws.

- R. The owner/operator shall submit documentation to the City Clerk's office providing:
1. Certification in writing that the commercial communication tower/antenna conforms to the requirements of the Uniform Structure Code and all other construction standards set for by the City Code, federal and state law by filing a sworn and certified statement by an engineer, certified in Wyoming, to that effect.
 2. The name, address and telephone number of any new owner, if there has been a change of ownership of the tower/antenna.
 3. The name, address and telephone number of the operator.

Section 7 Zoning District Regulations

4-7-1 A - Agricultural District.

4-7-2 R-1 Single Family Residential District.

4-7-3.R-2 Single Family and Multi-Family Residential Low-Density District.

4-7-4.R-3 Single and Multi-family Medium Density and Manufactured Home Residential District.

4-7-5 R-5 Multi-Family Residential High-Density District.

4-7-6 R-MED - Single Family, Multi-Family Low-Density Residential and Medical Services District.

4-7-7 C - General Commercial District.

4-7-8 M-I Manufacturing and Light Industrial District.

4-7-9 PL Public Lands District.

4-7-10 APD Airport Protection District (Overlay zone)

4-7-1 District Regulations - Agricultural District (A)

- A. Permitted Uses. The following uses may be operated as permitted uses in the district:
1. single family detached dwellings.
 2. manufactured homes.
 3. agricultural (shall include horticultural uses, nurseries and the production of crops and livestock).

- B. Permitted Accessory Uses: Any use which complies with all the following conditions may be operated as an accessory use:
1. is clearly incidental and customary to and commonly associated with the operation of the permitted use.
 2. is operated and maintained under the same ownership and on the same lot as the permitted use.
 3. does not include structures or structural features inconsistent with the permitted use.
 4. to include one secondary residential unit.
 5. if operated wholly or partly within a structure containing the permitted use, the gross floor area utilized by the accessory use shall not exceed 30% of the gross floor area of the permitted use.
- C. Minimum area of lot: 1 acre.
- D. Minimum width of lot: 100 feet.
- E. Minimum setback requirements for structures:
1. front yard: 33 feet.
 2. side yard: 12 feet.
 3. rear yard: 20 feet.
 4. side yard on flanking street or corner lot: 28 feet.
- F. Maximum Number of single family or manufactured homes per lot: two per lot.
- G. Maximum number of agricultural structures or accessory structures: three per acre.
- H. Maximum Height of Structures: 40 feet.

4-7-2 District Regulations - Single Family Residential District (R-1)

- A. Permitted Uses. The following uses may be operated as permitted uses in the district:
1. single family detached dwellings.
 2. churches.
 3. public or private grade schools.
 4. public park, playground or other public recreational facilities.
- B. Conditional Use:
1. Childcare

2. Foster care
 3. home business
 4. bed and breakfast/short-term rental
 5. mortuary/crematory
 6. related uses of similar type as approved by the Board of Adjustment.
- C. Permitted Accessory Uses. Any use which complies with all the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.
- D. Minimum Area of Lot: 7,500 square feet.
- E. Minimum Width of Lot: 50 feet at front setback line.
- F. Minimum Setback Requirement for Principal Structures:
1. front yard: 28 feet.
 2. side yard: 10 feet.
 3. rear yard: 15 feet or 20% of lot depth, whichever is smaller.
 4. side yard flanking street on corner lot: 28 feet.
 5. encroachment into the front yard setback and any side yard flanking street setbacks to within 18 feet of the curb line is permitted for use of a covered or uncovered carport, porch, or deck structure. That portion of the permitted structure within the setback area shall not be enclosed and in no case shall it be allowed beyond the property line.
- G. Maximum Number of Structures Containing Permitted Use Per Lot: one per lot.
- H. Maximum Number of Accessory Structures: ~~two~~four per lot
- I. Maximum Height of Principle Structure: 35 feet.

4-7-3 District Regulations – Single & Multi-Family Low-Density Residential District (R-2)

- A. Permitted Uses. The following uses may be operated as permitted uses in the district:
1. single family detached dwellings.
 2. multi-family dwellings, up to four units;
 3. churches.
 4. private or public elementary and secondary schools.
 5. public park, playground, and other public recreational facilities.

B. Conditional Uses:

1. Childcare.
2. Foster care.
3. home business.
4. bed and breakfast/short-term rental.
5. mortuary/crematory.
6. related uses of a similar type as approved by the Board of Adjustment.

C. Permitted Accessory Uses. Any use which complies with all the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.

D. Minimum Area of Lot, 3,750 square feet.

E. Minimum Width of Lot:

1. Rectangular lots: 40 feet at front setback line.
2. Pie-shaped lots and other nontraditional lots: 40 feet at front setback line.

F. Minimum Setback Requirements for Principal Structures:

1. front yard: 23 feet.
2. side yard: 510 feet; except that there shall be no side yard setback for the common wall side yard of a multi-plex as long as:
 - a. all provisions of the current version of the City adopted building and fire codes are complied with, including but not limited to, an appropriate fire wall; and
 - b. where units are to be sold separately and ownership of the land is deeded separately each family dwelling unit shall be served by a separate water, sewer, and all utilities where there is no homeowners association .
 - c. where units are to be sold separately without ownership of the land, separate utilities are optional with proof of how the utility billing will be handled in a Homeowners' association recorded document.
3. rear yard:
 - a. adjacent to an alley:
 - (1) 5 feet where there are no existing or planned utilities easements required
 - (2) 10 feet where there exists or are planned future utility easements required

- b. with no alley 15 feet or 20% of lot depth, whichever is smaller.
- 4. side yard on flanking street on corner lot: 23 feet.
- 5. encroachment into the front yard setback and any side yard flanking street setbacks to within 18 feet of the curb line is permitted for use of a covered or uncovered carport, porch, or deck structure. That portion of the permitted structure within the setback area shall not be enclosed and in no case shall it be allowed beyond the property line.
- G. Maximum Number of Structures Containing Permitted Use Per Lot: two per lot.
- H. Maximum number of accessory Structures: ~~two~~four per lot.
- I. Maximum Height of Residential Structures: ~~45~~35 feet.

4-7-4 District Regulations - Single and Multi-family Medium Density and Manufactured Home Residential District (R-3)

- A. Permitted Uses. The following uses may be operated as permitted uses in the district:
 - 1. single family detached dwellings.
 - 2. multi-family dwellings up to 6 residential units.
 - 3. single manufactured homes on privately owned lots.
 - 4. manufactured home parks: must meet all zoning requirement listed herein and the layout requirements of the current Subdivision Rules and Regulations as may be amended from time to time, and the current version of the adopted International Building Codes.
 - 5. churches.
 - 6. public or private elementary and secondary schools.
 - 7. public parks, playground and other public recreational facilities.
- B. Conditional Uses:
 - 1. Childcare.
 - 2. Foster care.
 - 3. recreational vehicle and campground district.
 - 4. home business.
 - 5. bed and breakfast/ short-term rental.
 - 6. mortuary/crematory.
 - 7. related uses of a similar type as approved by the Board of Adjustment.
- C. Permitted Accessory Uses. Any use which complies with all of the conditions

set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.

D. Minimum Area of Lot: 3,750 square feet

E. Minimum Width of Lot:

1. Rectangular lots: 40 feet at front setback line.
2. Pie-shaped lots and other nontraditional lots: 40 feet at front setback line.

F. Minimum Setback Requirements for Principal Structures:

1. front yard: 15 feet.

2. side yard:

a. side yard: 10 feet

~~(1) 5 feet unless there are existing utilities or platted utilities or drainage easements.~~

~~(2)(1) 10' if there are existing utilities or platted utilities or drainage easement~~

(1) except that there shall be no side yard setback for the common wall side yard of a multi-plex as long as:

a. all provisions of the current version of the City adopted building and fire codes are complied with, including but not limited to, an appropriate fire wall; and

b. where units are to be sold and deeded separately each family dwelling unit shall be served by a separate water and sewer line.

b. spacing for the interior of a manufactured home park: 15 feet spacing between all sides of the interior dwelling units that are not otherwise required to meet the setback from the front, side, or rear lot line.

(1) all provisions of the currently adopted International Residential Code Appendix E is complied with, and

(2) each family dwelling unit in a manufactured home park shall be served by a separate water and sewer service line.

2. rear yard:

a. adjacent to an alley:

(1) 5 feet where there are no existing or planned utilities easements required

(2) 10 feet where there exists or are planned future utility easements required

- b. with no alley: 15 feet or 20% of lot depth, whichever is smaller.
- c. excepting a manufactured home park where the rear setback is 15 feet.

3. side yard on flanking street or corner lot: 15 feet.

4. encroachment into the front yard setback and any side yard flanking street setbacks to within 18 feet of the curb line is permitted for use of a covered or uncovered carport, porch or deck structure. That portion of the permitted structure within the setback area shall not be enclosed and in no case shall it be allowed beyond the property line.

G. Maximum Number of Structures Containing Permitted Uses Per Lot: ~~three~~four per lot excepting approved layouts for manufactured home parks.

H. Maximum Number of Accessory Structures: number of accessory structures is not restricted excepting all structures must meet all setback, height, and full accommodations for off-street parking, excepting approved layouts for manufactured home parks

I. Maximum Height of Principle Structures: ~~45~~40 feet.

4-7-5 District Regulations – Multi-family High Density Residential District (R-5)

A. Permitted Uses. The following uses may be operated as permitted uses in the district:

- 1. single family detached dwellings.
- 2. multi-family dwellings, number of units is not restricted excepting all structures must meet all setback, height, and full accommodations for off-street parking.
- 3. churches.
- 4. public or private elementary or secondary schools.
- 5. public park, playground and other public recreational facilities.
- 6. office space for a single user.
- 7. family day care home.
- 8. professional structures.

B. Conditional Uses:

- 1. Childcare
- 2. Foster care.
- 3. Clinics, assisted living, and nursing homes.
- 4. motels.

5. related uses of a similar type as approved by the Board of Adjustment.
6. recreational vehicle and campground district.
7. home business.
8. bed and breakfast/short-term rental.
9. restaurant.
10. Health Club, civic or community center
11. mortuary/crematory

C. Restrictions on Commercial and Conditional uses - Uses shall be subject to the following restrictions and limitations to preserve and enhance desirable neighborhood qualities:

1. Multiple Uses. Any number of permitted uses may be allowed on a single lot/development pad provided the specific use of some lots/development pads or structures may be limited based on access, parking limitations, or potential impacts to adjacent residential uses.
2. Storage Uses. Storage shall be limited to accessory storage of commodities sold at retail on the premises. All storage shall be completely enclosed within a structure unless otherwise approved by the planning commission. No commercial storage facility will be allowed.
3. Walls/Fences Between differing Use Districts. A six-foot-high solid wall/fence/screening or other approved buffer shall be constructed and maintained on all property lines which abut a residential use or zone district unless the property is separated from the residential use or zone district by a public road or alley. Walls or fences may be required to be set back from streets and alleys so as not to obstruct views.
4. Hours of Operation. No business shall be open to the public between the hours of ten p.m. and seven a.m. without a conditional use permit.
5. Uses in Structures. All uses shall be operated primarily within an enclosed structure. Limited seasonal outdoor displays and sales may be permitted if approved in the site plan review or by the Planning Commission.

D. Loading Areas Screened. All loading areas shall be screened from public view or from view from any adjacent residential use or zone district by a maintained wall or screened fence not to exceed ten feet in height.

E. Permitted Accessory Uses. Any use which complies with all of the conditions set forth under Section 4-6-1 may be operated as an accessory use to permitted use.

F. Minimum Area of Lot: 3,750 square feet.

G. Minimum Width of Lot: 40 feet from front setback line.

H. Minimum Setback Requirements for Principal Structures:

1. front yard: shall be 12 feet.;

2. side yard— 10 feet

~~a. 5 feet unless there are existing utilities or platted utilities or drainage easements~~

~~b.a. 10' if there is an existing utility or platted utility or drainage easement~~

e. except that there shall be no side yard setback for the common wall side yard of a multi-plex as long as:

a. all provisions of the current version of the City adopted building and fire codes are complied with, including but not limited to, an appropriate fire wall; and

b. where units are to be sold and deeded separately each family dwelling unit shall be served by a separate water and sewer line.

3. rear yard:

a. adjacent to an alley:

(1) 5 feet where there are no existing or planned utilities easements required

(2) 10 feet where there exists or are planned future utility easements required

b. with no alley: 15 feet or 20% of lot depth, whichever is smaller;

4. side yard on flanking street on corner lot: shall be 12 feet.

I. Maximum Number of Structures Containing Permitted Use per Lot: number of residential structures is not restricted excepting all structures must meet all setback, height, and full accommodations for off-street parking.

J. Maximum number of Accessory Structures: ~~number of units is not restricted excepting all structures must meet all setback, height, and full accommodations for off-street parking. four per lot.~~

K. Maximum Height of Principle Structures: ~~45~~ 40 feet.

4-7-6 District Regulations - Single Family, Multi-Family Residential And Medical Services District (R-MED)

A. Permitted Uses. The following uses may be operated as permitted uses in the district:

1. single family detached dwelling.

2. multi-family dwellings (up to four units).
3. churches.
4. public or private elementary and secondary schools.
5. public park, playground, and other public recreational facilities.
6. Medical offices, clinic, assisted living facility, skilled nursing facility.
7. parking lots.

B. Conditional Uses:

1. Childcare
2. Foster care.
3. Hospitals
4. offices and office structures.
5. home business.
6. mortuary/crematory.

C. Permitted Accessory Uses. Any use which complies with all of the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.

D. Minimum Area of Lot. 6000 square feet

E. Minimum Width of Lot: 40 feet front setback line.

F. Minimum Setback Requirements for Principal Structures:

1. front yard: 23 feet;
2. side yard: ~~5~~ 10 feet; except that there shall be no side yard setback for the common wall side yard of a multi-family or multi-office-plex as long as:
 - a. all provisions of the current version of the City adopted building and fire codes are complied with, including but not limited to, an appropriate fire wall; and
 - ~~e.b.~~ b. where units are to be sold separately and ownership of the land is deeded separately each family dwelling unit shall be served by a separate water, sewer and all utilities where there is no homeowners association.
 - ~~d.c.~~ c. where units are to be sold separately without ownership of the land, separate utilities are optional with proof of how the utility billing will be handled in a Homeowners association recorded document.

3. rear yard:

- a. adjacent to an alley:
 - (1) 5 feet where there are no existing or planned utilities easements required
 - (2) 10 feet where there exists or are planned future utility easements required
- b. with no alley 15 feet or 20% of lot depth, whichever is smaller;
- 4. side yard on flanking street or corner lot: 23 feet.
- G. Maximum Number of Structures Containing Permitted Use Per Lot: two per lot or as otherwise provided approved for medical facilities.
- H. Maximum number of accessory structures: ~~two~~ four per lot.
- I. Maximum Height of Principle Structures: ~~40~~ 35 feet.

4-7-8 District Regulations - General Commercial District (C)

- A. Permitted Uses. The following uses may be operated as permitted uses in the district:
 - 1. amusement place or event center (not to include adult rated bookstore or uses of similar type).
 - 2. auditorium and similar places of public assembly.
 - 3. automobile and manufactured home sales, service, and repair, new and used.
 - 4. banks and other savings and lending institutions.
 - 5. commercial recreational use facility.
 - 6. commercial storage facilities.
 - 7. fire station, police station, and jail.
 - 8. garage (public and private).
 - 9. gasoline filling station.
 - 10. hotel and motel and other temporary lodging accommodations.
 - 11. library and museum.
 - 12. medical, dental and health clinic.
 - 13. mortuary/crematory.
 - 14. offices and office structure including professional services.
 - 15. parking of vehicles.
 - 16. private club, fraternity, sorority, and lodge.
 - 17. radio and television studio including commercial towers permitted as a conditional use.
 - 18. restaurant, bar and food service establishments
 - 19. Retail establishment.
 - 20. school including public, private, vocational, and higher education:
 - 21. single & multi-family dwellings.
 - 22. theater, including drive-in theater.
 - 23. veterinary clinic, providing all animal runs or observation pens are completely enclosed.
 - 24. wholesale establishment.
 - 25. essential public utility and public service installation.

B. Conditional Uses

1. Recreational vehicle and campground district (Subject to adopted Subdivision Rules and Regulations as may be amended from time to time)
2. gaming
3. commercial communications towers and antennas.
4. Child Care.
5. Foster care.
6. Short-term Rentals
7. related uses of similar type as approved by the Board of Adjustment

C. Minimum Area of Lot: 3,750 square feet

D. Minimum Width of Lot: 30 feet on public street excepting Main Street where original Town of Lander lots were platted at 25 feet wide.

E. Minimum Setback Requirements for Principal Structures:

1. front yard: 8 feet; excepting Main Street where original Town of Lander lots were platted and constructed with no setback
2. side yard
 - a. on flanking street on corner lot: 8 feet
 - b. no setback required where there are common wall buildings that meet all currently adopted building codes provided there are no existing or platted utility easements;
3. When a lot or parcel of ground in the district adjoins a residential district, the setback requirements that apply to the yard area of the residential district shall be required .
4. When a parcel of ground or lot adjoins a residential district at the rear yard, a six-foot-high solid wall/fence or other approved buffer shall be required.

F. Maximum Height of Structures: 55 feet

G. Permitted Accessory Uses. Any use which complies with all of the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.

H. Maximum number of structures containing an accessory use: no limit except that all setback requirements must be met and no structures shall be placed over a utility easement or Right-of-way.

I. Maximum number of structures containing permitted use: no limit except that all setback requirements must be met and no structures shall be placed over a utility easement or Right-of-way.

4-7-9 District Regulations - Manufacturing And Light Industrial District (M-I)

A. Permitted Uses. The following uses may be operated as permitted uses in this district:

1. airport.
2. assembly or fabrication from component parts or from materials already processed or manufactured into their final usable state.
3. armory.
4. automobile sales, service and repair.
5. structure for material storage or sales (except for ready-mix concrete).
6. fire station.
7. frozen food locker.
8. grain elevator and feed mill.
9. greenhouse and plant husbandry.
10. laboratory.
11. machinery and implement sales, service and repair.
12. mortuary/crematory
13. oil field supply sales and storage.
14. office including commercial, industrial and professional.
15. police station.
16. parking or storage of vehicles, towing yards not to include crushing and dismantling.
17. radio or television transmitting station including communication towers and Antennas permitted as a conditional use.
18. restaurant, bar, and food establishment.
19. storage of used material, auto wrecking, salvage, paper, scrap, bottles or rags.
20. truck, bus, rail or other transportation terminal.
21. veterinarian clinic.
22. vocational or training school.
23. warehousing or storage.
24. wholesale establishment.
25. public utility and public service installation.
26. single Family Dwelling lived in by the owner, caretaker, or watchman.

B. Conditional Uses.

1. Commercial Communications Towers and Antennas.
2. Junk Yard.
3. Any other manufacturing or industrial use judged by the Board of Adjustment to be no more detrimental to adjacent properties than any of the same type and character as the permitted uses listed above.

C. Permitted Accessory Uses. Any use which complies with all the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use;

D. Minimum Area of Lot: 3,750 square feet

E. Minimum Width of Lot: 30 feet.

F. Minimum Setback Requirements:

1. No setbacks are required except 5 feet where there exists or are planned future utility easements
2. when a parcel of ground or lot adjoins a residential district an eight-foot-high solid fence or other approved buffer shall be required.

G. Maximum Height of Structures: None.

H. Maximum Number of Structures Containing Permitted Use Per Lot: no limit except that all setback requirements must be met, and no structures shall be placed over a utility easement or Right-of-way.

I. Maximum number of structures containing an accessory use: no limit except that all setback requirements must be met, and no structures shall be placed over a utility easement or Right-of-way.

4-7-10 District Regulations - Public Land District (P-L)

A. Permitted Uses. The following uses may be operated as permitted uses in the district:

1. essential public utility and public service installation.
2. governmental structures.
3. public schools.
4. public parks and recreational facilities;
5. Healthcare facilities.
6. Airport.
7. Publicly owned bus, rail, or other transportation terminal.
8. Parking lot.

B. Conditional Use.

1. Commercial Communications Towers and Antennas
2. Childcare
3. Foster Care
4. Educational facilities
5. Other uses of a similar type as approved by the Board of Adjustments

C. Accessory Use. Any use which complies with all the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.

D. Minimum Area of Lot: 3,750 square feet

E. Minimum Width of 30 feet.

F. Minimum Setback Requirements for Principal Structures:

1. front yard: 8 feet.
2. side yard : 8 feet. Provided that there are no existing or platted utility easements.
3. When a lot or parcel of ground in the district adjoins a residential district, the setback requirements that apply to the yard area of the residential district shall be required .
4. When a parcel of ground or lot adjoins a residential district at the rear yard, an eight-foot-high solid fence or other approved buffer shall be required.

G. Maximum Height of Principle Structures: None.

H. Maximum Number of Structures Containing Permitted Use Per Lot: no limit except that all setback requirements must be met, and no structures shall be placed over a utility easement or Right-of-way.

I. Maximum number of structures containing an accessory use: no limit except that all setback requirements must be met, and no structures shall be placed over a utility easement or Right-of-way.

4-7-11- District Regulations – Airport Protection District (APD)

Airport Protection District. There is created an airport protection district which boundaries are defined and fully set forth in the WYDOT Aeronautics Airport Layout Plan dated July 15, 2024, which is incorporated in the ordinance codified in this section. The approved Airport Layout Plan, as may be amended from time to time, shall be maintained and made available for public inspection by City Administration. The Airport Layout Plan shall set forth the location of the airport and runway, horizontal surface, transitional surface, approach surface, conical surface and the geographic area of the City located within the horizontal and conical surfaces of the airport.

A. Airport Zones. There are created and established certain airport zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to the City. Such zones are shown on the airport overlay map. The airport zones are established and defined as follows:

1. Runway larger than utility with a visibility minimum greater than three-

fourths mile nonprecision instrument approach zone. The inner edge of this approach zone coincides with the width of the primary surface and is five hundred feet wide. The approach zone expands outward uniformly to a width of three thousand five hundred feet at a horizontal distance of ten thousand feet from the primary surface. Its centerline is the continuation of the centerline of the runway.

2. Transitional zones. The transitional zones are the areas beneath the transitional surfaces.

3. Horizontal zone. The horizontal zone is established by swinging arcs of ten thousand feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.

B. Height Limitations. No structure shall be erected, altered or maintained, and no tree shall be allowed to grow in the following zones to a height in excess of the applicable height limit herein established for such zone. Such height limitations are established for each of the zones in question as follows:

1. Runway larger than utility with a visibility minimum greater than three-fourths mile nonprecision instrument approach zone. Slopes thirty-four feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand feet along the extended runway centerline.

2. Transitional zones. Slopes seven feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to a height of seven thousand three hundred eighteen feet above mean sea level.

3. Horizontal zone. Established at one hundred fifty feet above the airport elevation or at a height of seven thousand three hundred eighteen feet above mean sea level.

4. Conical zone. Slopes twenty feet outward for each foot upward beginning at the periphery of the horizontal zone at one hundred fifty feet above the airport elevation and extending to a height of three hundred fifty feet above the airport elevation.

C. Use Restrictions. No use shall be made of land or water within the Airport Protection District which may create electrical interference with navigational signals or radio communication between the airport and aircraft; make it difficult for pilots to distinguish between airport lights and other lights, which may result in visual glare for pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards; or endanger or interfere with the landing, take-off, or maneuvering of aircraft intending to use the airport.

D. Nonconforming Uses. The owner of any existing nonconforming structure or tree shall permit the installation, operation and maintenance of markers and lights as deemed necessary by applying to the Board of Adjustments for a Nonconforming use permit on approved application provided by City Administration. The application and approval shall indicate to aircraft operators in the vicinity of the airport, the presence of an obstruction. Such markers and lights shall be installed, operated and maintained at the expense of the owner.

E. Future Uses. Any existing and future use of land within the airport protection district shall comply with the schedule of permitted land uses in accordance with the Airport Layout Plan and current FAA regulations as from time to time may be amended. A change in land use or height exception shall be reviewed pursuant to applicable City codes, and FAA designated height limitations for the Airport Protection District.

F. Maintenance. For occupied or unoccupied properties, reasonable care shall be exercised by the property owner, tenant(s), contracted landscape service, or property management service, to maintain all landscaped areas in the same or similar condition that existed at the time landscaped areas were constructed. Reasonable care means promoting a healthy weed-free environment for optimal plant growth. Dead or dying plant materials shall be replaced. Irrigation systems shall be kept in good operating condition in order to maintain healthy landscaping and to conserve water. Landscaped areas that are not maintained shall constitute a nuisance as defined in Chapter 14 of the Evanston City Code.

G. Nonconforming properties. There are properties in the Airport Protection Zone that do not meet the requirements of this ordinance as may be amended from time to time. These properties may temporarily continue in this condition with a Nonconforming Use permit approved by the Board of Adjustments. The requirements of this section shall not apply when a change in ownership, a change in tenancy, or a change in use occurs to the property. These requirements shall not apply when interior or exterior remodeling of the building occurs. These requirements shall only apply when a building addition is constructed that exceeds 50% of the size of the existing building; when site reconstruction occurs to more than 50% of the existing property; and when abutting property is developed for expansion of the use.

End of Ordinance section

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.

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PLANNING COMMISSION

2024 PROPOSED TITLE 4

CHANGES HISTORY & STUDIES

Edited 10/25/2024 to include suggested 2nd reading proposed amendments

Lander's Zoning Code was originally adopted in 1978. Like many communities around Wyoming, outdated zoning codes have not kept up with the rapid increase in housing needs, resulting in unaffordable housing situations for many residents. To address these common struggles, the Wyoming Business Council funded a 2019-20 Community Builders Housing Study and Code Review. This study suggested changes such as allowing accessory dwelling units and reducing minimum lot sizes.

In 2022, the City of Lander acted on these findings by making the following updates to the city code:

- Updating definitions to match the National Building Codes
- Reducing minimum lot sizes in all zones
- Adding safety spacing requirements for manufactured home parks to match the National Building Codes
- Adjusting restrictions on accessory storage structures

In 2023, Governor Gordon's Task Force on Housing Opportunity collaborated with the Harvard Growth Lab to further address statewide housing issues. The Harvard study proposed measures such as reducing lot sizes, relaxing building height restrictions, reconsidering parking regulations, easing density regulations, and increasing public infrastructure investment to tackle housing challenges.

Despite Lander's desirability and previous actions to update the code, the pace of housing development has lagged, posing a threat of pricing out locals. The proposed changes herein aim to take a holistic approach to residential zoning code changes and incorporate more of the researched findings from around the state.





PLANNING COMMISSION

2024 PROPOSED TITLE 4 CHANGES

The following is an overview of proposed changes to the zoning code.
For the full version of the current code, please visit the City's website.
<https://lander.municipalcodeonline.com/>

PROPOSED CHANGE	R1	R2	R3	R5	RMED	AG	COMMERCIAL
Reduce lot widths to allow for smaller lots.		X	X	X	X		X
Reduce building setback requirements to allow a larger buildable area on lots.	X	X	X		X		X
Reduce off-street parking to one spot per unit.	X	X	X	X	X	X	
Remove maximum lot coverage to allow for more buildable area on lots.	X	X	X	X	X		
Adjust the number of multifamily dwellings allowed on a lot.		X	X				
Increase the number of residential structures allowed per lot.		X	X	X	X		
Increase the maximum height of structures.	X	X	X	X	X	X	X
Allow short-term rentals by permit. (This is an addition to the 2020 changes that allow short term rentals in all residential zones.)					X	X	X
Restrict accessory buildings (temporary and permanent storage structure) to 4 per lot.	X	X	X	X	X	X	
Allow RV campgrounds by permit (RV campgrounds continue to be permitted in R-3).						X	



Section 9, ItemA.

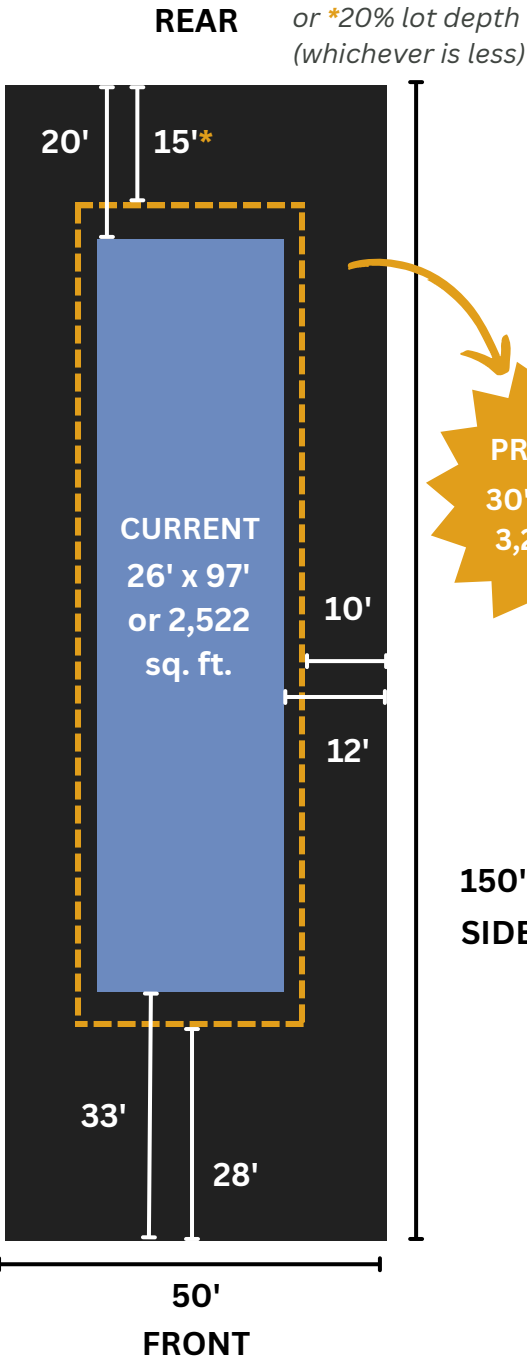
PLANNING COMMISSION

2024 PROPOSED TITLE 4 CHANGES

R-1 SINGLE FAMILY

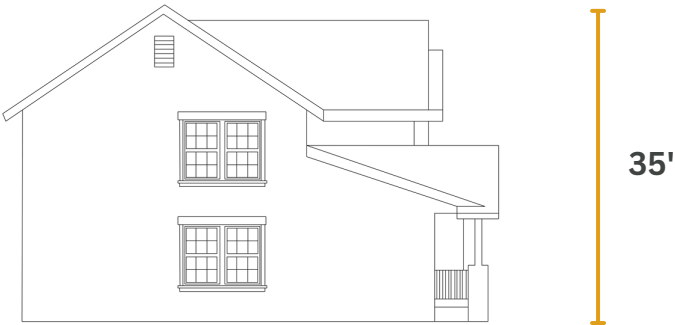
ALLOWABLE BUILDABLE SPACE

Current Proposed



NUMBER ALLOWED PER LOT

Units	
Current	Proposed
1	1
Residential Structures	
Current	Proposed
1	1
Accessory Structures (detached garages, sheds)	
Current	Proposed
Allowed	4



HEIGHT ALLOWANCES

Residential Structures	
Current	Proposed
30 feet	35 feet
Accessory Structures (detached garages, sheds)	
Current	Proposed
20 feet	30 feet



PLANNING COMMISSION

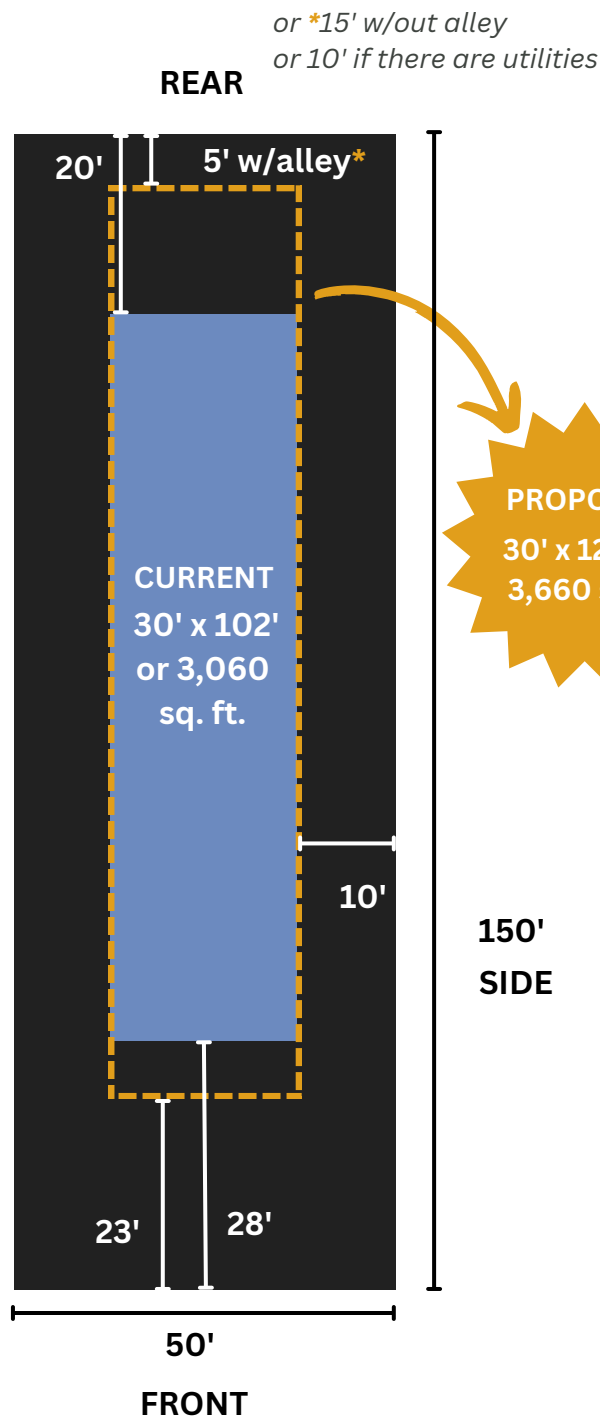
2024 PROPOSED TITLE 4 CHANGES

R-2 LOW DENSITY

Section 9, ItemA.

ALLOWABLE BUILDABLE SPACE

■ Current □ Proposed



NUMBER ALLOWED PER LOT

Units	
Current	Proposed
No limit	4
Residential Structures	
Current	Proposed
1	2
Accessory Structures (detached garages, sheds)	
Current	Proposed
Allowed	4



HEIGHT ALLOWANCES

Residential Structures	
Current	Proposed
30 feet	35 feet
Accessory Structures (detached garages, sheds)	
Current	Proposed
20 feet	20 feet



Section 9, ItemA.

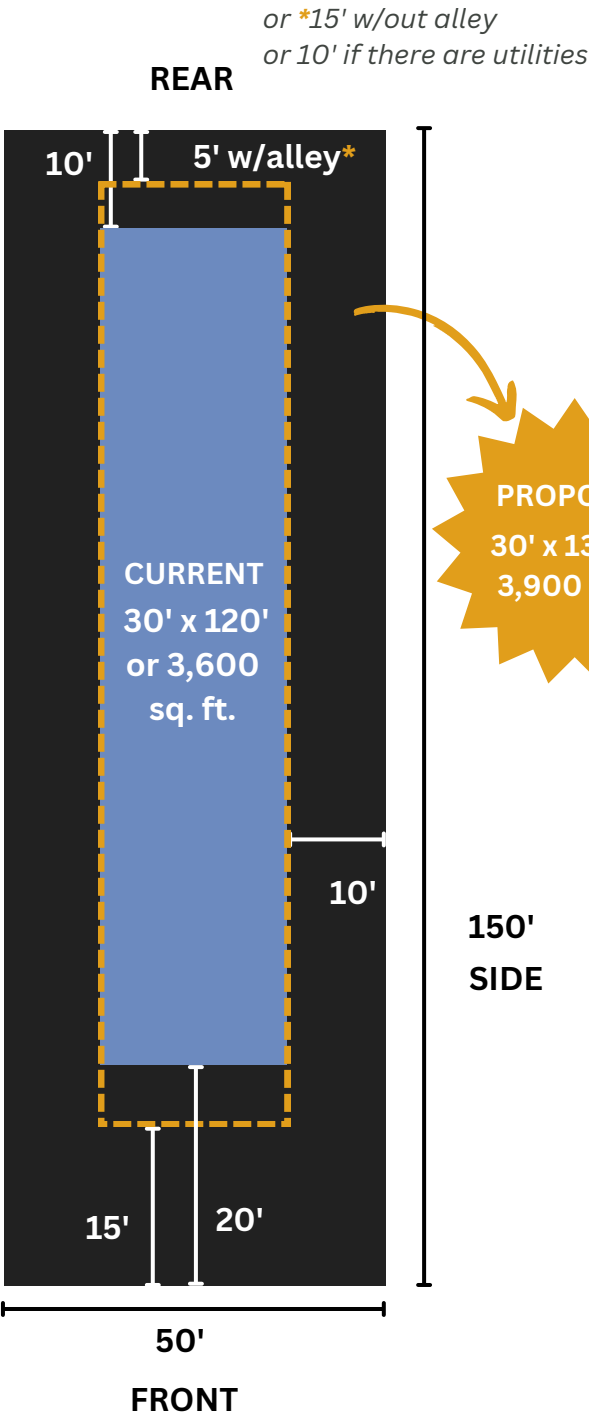
PLANNING COMMISSION

2024 PROPOSED TITLE 4 CHANGES

R-3 MEDIUM DENSITY

ALLOWABLE BUILDABLE SPACE

■ Current □ Proposed



PROPOSED
30' x 130' or
3,900 sq. ft.

NUMBER ALLOWED PER LOT

Units	
Current	Proposed
4	6
Residential Structures	
Current	Proposed
2	3
Accessory Structures (detached garages, sheds)	
Current	Proposed
Allowed	4



40'

HEIGHT ALLOWANCES

Residential Structures	
Current	Proposed
30 feet	40 feet
Accessory Structures (detached garages, sheds)	
Current	Proposed
20 feet	20 feet



Section 9, ItemA.

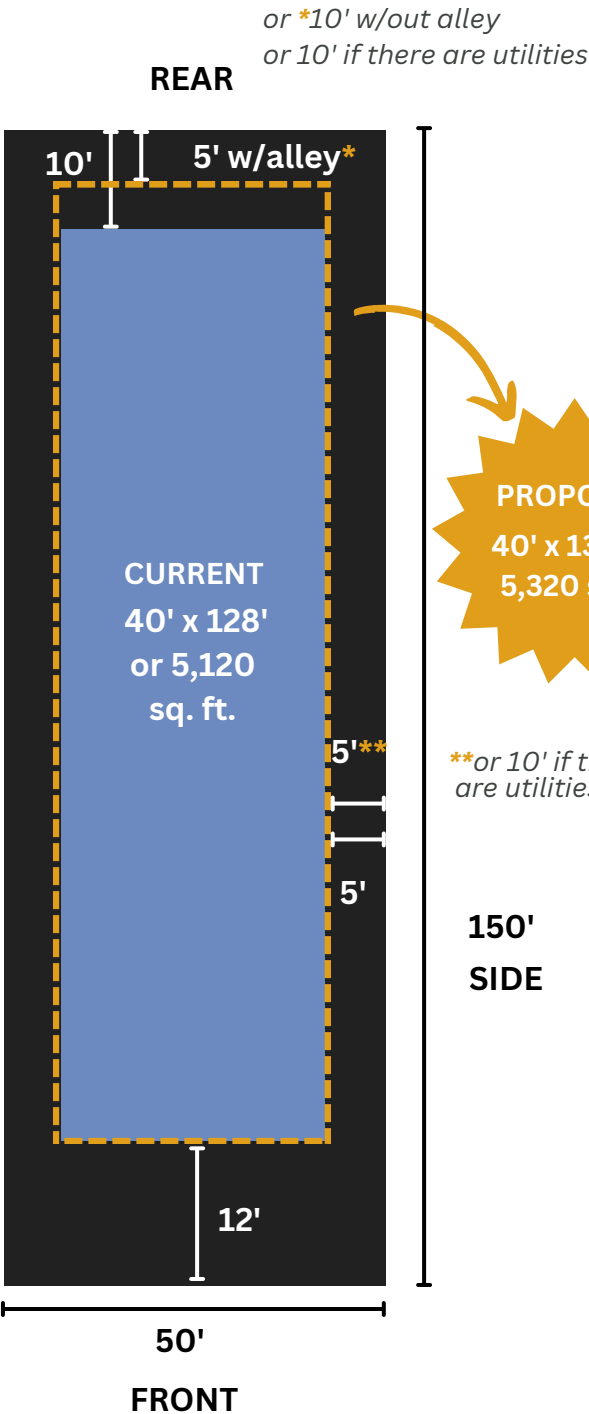
PLANNING COMMISSION

2024 PROPOSED TITLE 4 CHANGES

R-5 HIGH DENSITY

ALLOWABLE BUILDABLE SPACE

Current Proposed



NUMBER ALLOWED PER LOT

Units	
Current	Proposed
No limit	No limit
Residential Structures	
Current	Proposed
2	No limit
Accessory Structures (detached garages, sheds)	
Current	Proposed
Allowed	4



HEIGHT ALLOWANCES

Residential Structures	
Current	Proposed
3 stories	40 feet
Accessory Structures (detached garages, sheds)	
Current	Proposed
20 feet	20 feet



PLANNING COMMISSION

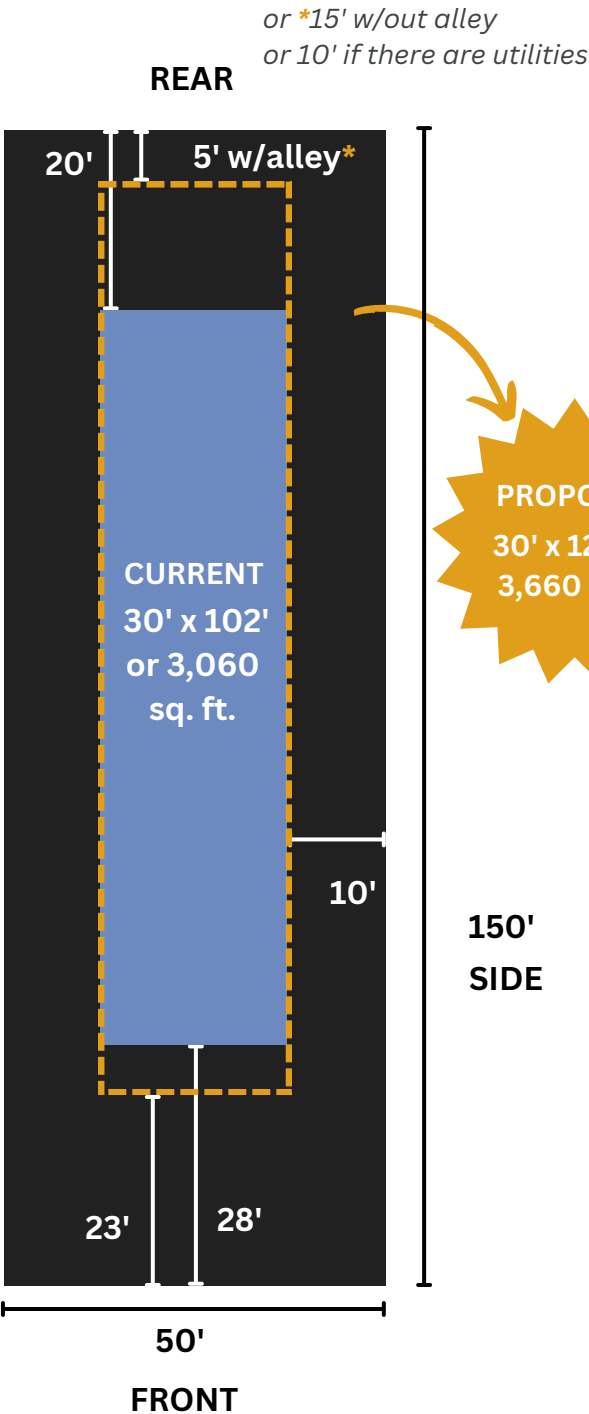
2024 PROPOSED TITLE 4 CHANGES

R-MED

Section 9, ItemA.

ALLOWABLE BUILDABLE SPACE

Current Proposed



NUMBER ALLOWED PER LOT

Units	
Current	Proposed
No limit	No limit
Residential Structures	
Current	Proposed
1	2
Accessory Structures (detached garages, sheds)	
Current	Proposed
Allowed	4



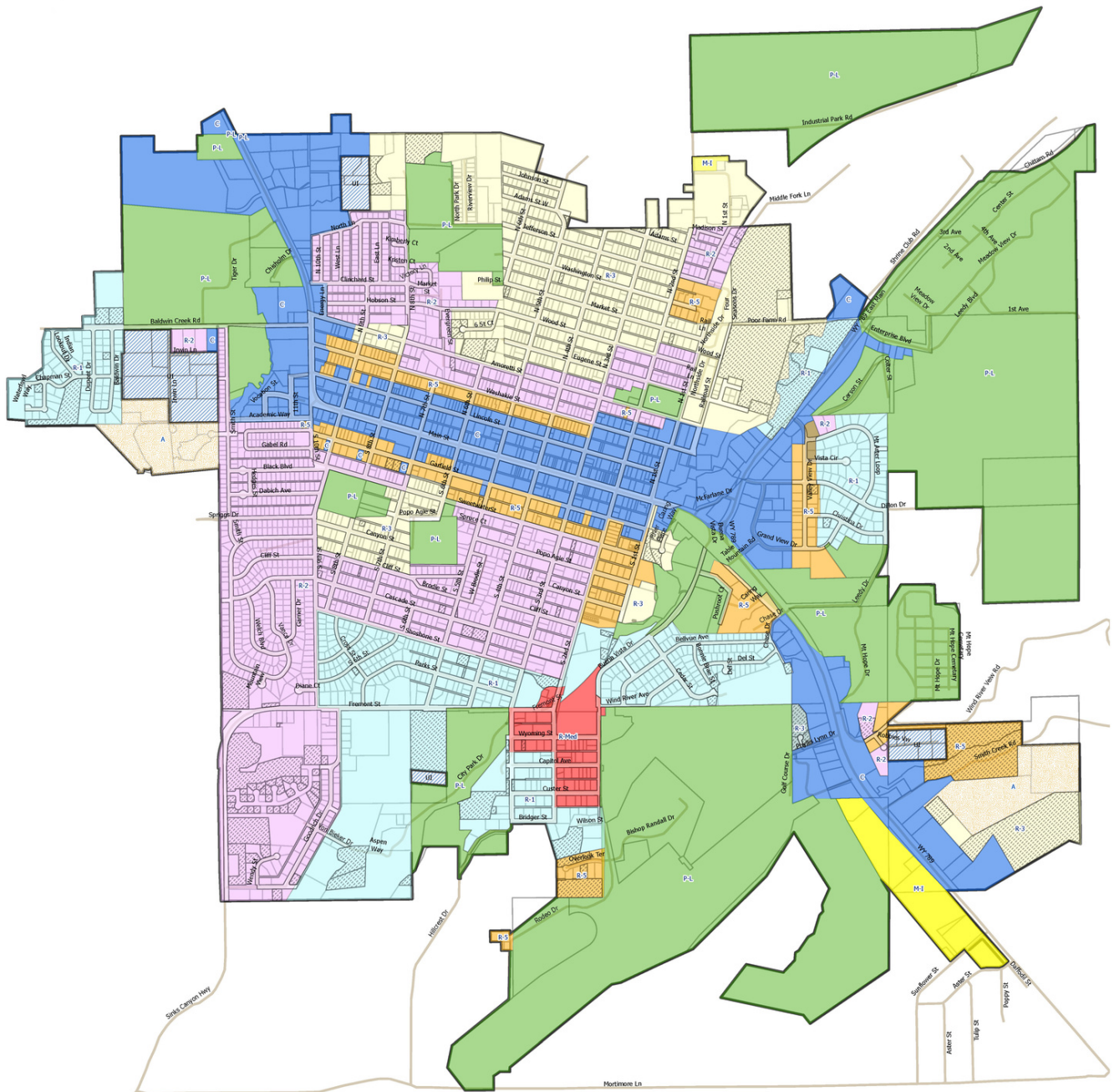
HEIGHT ALLOWANCES

Residential Structures	
Current	Proposed
30 feet	35 feet
Accessory Structures (detached garages, sheds)	
Current	Proposed
20 feet	20 feet

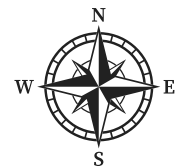


PLANNING COMMISSION

2023 ZONING MAP



0 1,250 2,500 5,000
US Feet



Residential Class

- R-1
- R-2
- R-3
- R-5
- R-Med

Other:

- Agriculture
- Commercial
- Property Lines
- Manufacturing
- Public Land
- Lander Streets
- Unincorporated
- Vacant Lots
- City Boundary

Scale: 1:7,697

This map is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

8/22/2023

TIGER JOINT POWERS BOARD

Lance Hopkin
lhopkin@landerwyoming.org
332-3956
Cell 330-4956
Expires: 12/2026

James Whiting
james@whitinglawpc
332-5534
Expires: 12/24 Reappointed 4/26/22

This board disbands when 7 of the 11 lots are sold. There will be a transition period to the HOA during construction of the project on this 7th lot. RSF

Qualifications Profile

I am an experienced civil engineer and city planning professional. I worked in the municipal planning and engineering settings as well as private civil engineering practice. I have worked in multiple government jurisdictions, and I have applied for planning applications with multiple municipal jurisdictions.

Employment

Fremont Engineering & Surveying, Lander, WY

Engineering Manager (January 2024 – Present)

- Design grading, drainage, utility, erosion control, and infrastructure plans and create associated reports.
- Meet with developers, contractors, and municipal jurisdiction staff.
- Prepare cost estimates.
- Prepare proposals and manage client recruitment and retention.
- Review personnel applications.

City of Lakewood, Lakewood, CO

Civil Engineer III - Stormwater, Public Works Department (April 2023 - October 2023)

- Served as the project manager for the City's storm sewer and major drainageway improvements. Managed City's on-going \$45 million North Dry Gulch Drainage Project. Deliverables for the phase of the North Dry Gulch project that I was involved in included 90% and 100% storm sewer engineering design, cost estimates, and contract documents for construction on a half-mile reach of storm sewer to remove multiple properties from the FEMA 100-year floodplain.
- Managed consultant and sub-consultant team members on multiple drainage projects through regular coordination meetings reviewing engineering design, project costs, and timelines.
- Updated the 5-year stormwater CIP plan and managed the City's stormwater CIP budget.
- Partnered with Mile High Flood District for capital improvement projects, studies, and maintenance projects by reviewing intergovernmental agreements, requesting funding, and managing projects.
- Reviewed construction plans, reports, and drainage calculations prepared by engineering consultants.

Civil Engineer III, Public Works Department (August 2022 - April 2023)

- See duties listed in entry below under City of Lakewood, Civil Engineer II (September 2017- February 2022)

City of Aurora, Aurora, CO

Senior Engineer, Public Works Department (February 2022 - August 2022)

- Reviewed civil engineering designs for compliance with City, State, and Federal regulations. This includes analyzing hydrologic and hydraulic calculations to properly size utilities and drainage facilities.
- Calculated the storm sewer system requirements and compared them to the proposed system to ensure the storm system had adequate capacity for drainage and detention facilities.
- Reviewed erosion control plans, grading plans and street construction plans. Calculated vertical and horizontal alignments for roadways and checked them for compliance with City and State engineering design standards.
- Performed quality control checks on plan reviews completed by other civil engineering staff members on street construction plans, drainage reports, and stormwater management plans.
- Provided training to City staff on review of stormwater management plans and use of software for review of engineering plans and reports.

City of Lakewood, Lakewood, CO

Civil Engineer II, Public Works Department (September 2017 - February 2022)

- Reviewed land development projects for compliance with municipal, state, federal regulations, and Mile High Flood District criteria. This includes ADA guidelines, state and local drainage regulations, stormwater management guidelines, water quality BMPs and detention, public improvement standards, geotechnical and pavement standards, retaining wall requirements, transportation design standards, and water and sanitary sewer utility standards. Project reviews include 200+ unit multi-story apartment buildings, single-family subdivision, infill housing, schools, and commercial developments.
- Reviewed calculations for drainage reports, proposed storm sewer, detention facilities, sanitary sewer, and retaining walls.
- Met with developers, consultants, regarding development submittals and path to approval.

- Review public Improvement agreements and provide direction to staff on cost estimates and narra
- Review projects for conformance with City's Flood Plain Management Ordinance.
- Perform site inspections for public improvements and drainage facilities.

Section 10, ItemD.

Galloway & Company, Greenwood Village, CO

Civil Design Engineer (September 2015 - September 2017)

- Designed site grading, storm sewer pipes, inlets, sanitary sewer, water lines, and dry utility alignments for new commercial and industrial developments. Designed site layouts and right-of-way improvements for new developments. Utilized AutoCAD Civil3D and StormCAD for design.
- Prepared civil plans and planning documents for permit submittals of on-site and right-of-way work for multiple government jurisdictions in Colorado, Wyoming, and California. Coordinated site development and construction with municipal plan reviewers, architects, consulting engineers, contractors, and developers.
- Prepared hydrologic and hydraulic calculations. Prepared drainage reports per municipal and Mile High Flood District criteria.
- Prepared cost estimates, quantity take-offs, and specifications for site improvements.
- Reviewed project budgets and billing.

GDA Engineers (now Ardurra Group), Cody, WY

Project Engineer (January 2015 - September 2015)

- Designed grading, drainage, runway and roadway geometry for airports and commercial projects in Civil 3D using advisory circulars, AASHTO design guides, and HEC manuals.
- Prepared Stormwater Pollution Prevention Plan and Spill Prevention, Control and Countermeasure Plan for construction projects.
- Performed initial environmental reviews for federal, state, and local regulations for roadway rehabilitation/reconstruction.
- Created project cost estimates. Prepared specifications and reviewed contractor submittals.
- Wrote design reports and prepared calculations for grading take-off and drainage.
- Performed on-site construction inspections for compliance with plans and specifications.

City of Newport Beach, Newport Beach, CA

Planning Technician, Planning Department (December 2007- July 2010)

- Served as project manager for new residential and commercial development projects, functioning as a public sector liaison to private sector project managers.
- Performed residential and commercial plan checks for compliance with zoning code, general plan, California Environmental Quality Act, and coastal land use policies.
- Prepared staff reports for use permits, modifications, and parcel maps to be presented to appointed and elected officials.
- Compiled and analyzed statistical data related to workload (inputs) and labor (activity) to create a performance measurement system for the plan review process.
- Provided customer service at public counter and on the phone regarding zoning regulations.

City of Mission Viejo, Mission Viejo, CA

Planning Intern, Planning Department (March 2007- December 2007)

- Conduct a study of the City's alcohol beverage control licenses.
- Review planning applications for compliance with the City's Zoning Code.

Education

University of Wyoming, Laramie, WY

Civil Engineering, M.S (December 2014)

Civil Engineering, B.S. (August 2013)

University of Washington, Seattle, WA

Political Science, B.A. (June 2006)

Christopher Savan
616 Cross St
Lander, WY 82520

October 21, 2024

RaJean Strube Fossen
City of Lander
240 Lincoln St
Lander, WY 82520

Dear Ms. Strube Fossen,

I would like to express my interest for a position on the City of Lander's Planning Commission for the coming year. I have enclosed a summary of my qualifications for the position and a brief description of those qualifications and my interest below.

I believe that my professional background and service in municipal government would be assets to the Planning Commission. I previously worked in city planning for more than three years before becoming a civil engineer. I worked on varying degrees of planning review from complex multi-jurisdictional long-range planning to single-residence entitlement cases. As a civil engineer, I have worked in municipal development review, capital improvement projects, and private engineering practice. My civil engineering experience includes a decade of land development experience working closely with city planners on the preparation and review of land entitlement documents.

My interest in the position stems from my experience presenting to and working with planning commissioners and staff as both a municipal employee and a private applicant. I have a comprehensive knowledge of municipal zoning practices, administrative planning processes, and navigating planning applications in multiple jurisdictions.

I am confident that my service as a planning commission would be a benefit to the City based on my experience, background, and interest. Thank you for considering this letter of interest, and please contact me if you have any questions.

Regards,



Christopher Savan, PE

LANDER PLANNING COMMISSION (now 3 year terms)
&
BOARD OF ADJUSTMENT (3 year terms)

Rob Newsom
150 Popo Agie St
3007-212-1745
Rob.newsom@gmail.com
expires: 12/25

Tom Russel
834 Main St
307-349-9706
Tom6g4@gmail.com
2nd term Expires: 12/25

Kristin Yannone
923 Garfield Street
213-219-2615
kristinyannone1@gmail.com
2nd term expires 12/26

Dave Fehringer
64 Coal Mine Rd
fes@wyoming.com
307-349-0840
2nd term Expires: 12/24

Kara Colovich
967 Hobson Street
307-349-4772
kcolovich@gmail.com
expires: 12/24 (filling Drew Seitz term)

Missy White – Council Liaison
mwhite@landerwyoming.org
332-8540, 801-673-4918

RaJean Strube Fossen
rsfossen@landerwyoming.org
307-332-2870 x2, cell 307-709-0346

Zach Mahlum
552 1/2 Sweetwater Street
zachmahlum@gmail.com
(cell) 307.761.1975
2nd term Expires 12/26

Joe Henry
317 Bellvue Ave
332-0348
438-1235
henryjoseph73@gmail.com
Expires : 12/24 (filling Lisa Jacks term)

HOUSING AUTHORITY updated 4-2024

5 year terms

Jeremy Forbis, Medical
2093 Baldwin Creek Road
jforbis@ameritech.net
307-438-0975
Expires 12/2027 **filling Tracy Rues unexpired term**

Dean McKee
210 Bridger
deanmckee@wyoming.com
307-349-2817
Beginning 1/24, expires 12/2028

RaJean Strube Fossen, Secretary
678 Baldwin Creek Road
rsfossen@landerwyoming.org
332-2870 x2, 709-0346
expires 12/2026

Judy Legerski, Vice Chair
1355 Buena Vista Dr.
wyojudith@gmail.com
307-349-5854
expires 12/2024, filling Corbett's partial term

Janeira Hart – Chair, Medical
1230 McDougall Dr
Janeirahart@gmail.com
307-259-5944
expires 12/2025

Charri Lara – City staff liaison
240 Lincoln St
clara@landerwyoming.org
332-2870 x6

Evergreen Management
Margaret Richards
mrichards@4-evergreen.net
605-642-0619

RETAINER AGREEMENT

THIS RETAINER AGREEMENT, hereinafter “Agreement”, is made and entered into this _____ day of _____, 2024, by and between the City of Lander, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”; and Adam E. Phillips, Attorney at Law, P.C., 260 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, the City retained Contractor as City Attorney during the previous Mayor’s term, and wishes that Contractor continue to act and be appointed as City Attorney to coincide with the term of Mayor Monte Richardson, or for a term hereinafter set forth, and

WHEREAS, Contractor and the City desire to set forth the terms and conditions for Contractor to provide various legal services for the City as set forth in this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein, and other good and valuable consideration, the City and Contractor agree as follows:

1.

TERM. This Agreement is effective as of the 1st day of December, 2024, and will remain in full force and effect, unless sooner terminated as herein provided, for a term coinciding with the term of Mayor Monte Richardson, as set forth in City Codes, Ordinances and State Statutes.
2.

DUTIES. Contractor shall supply both ordinary legal duties and services as City Attorney for the City as set forth hereinafter, except when a conflict of interest is present. The duties and services to be performed shall be as follows:

a.

Attend all regular and special City Council meeting;

b.

Attend all work sessions and staff meetings;

c.

Prepare, draft and review all proposed ordinances, contracts and other documents requested by the City Clerk, Police Chief or Mayor;

d.

Prepare, draft and review all bond issues on behalf of the City of Lander;

e.

Participate in all bond issues on behalf of the City of Lander;

f.

All legal research connected with the Ordinary Duties of a City Attorney;

g.

Provide legal memoranda, advice and answers to questions presented by the Mayor and/or Council;

h.

Give legal counsel to the Mayor and City Council and to any City staff or boards or commissions;

i.

Prepared contracts, leases and other agreements on behalf of the City of Lander;

j.

Meet with the Mayor and/or staff members in the mornings when requested to do so;

k.

Appear at the Board of Adjustment hearings for variances, conditional use applications and home occupation requests and prepare the orders and decisions for each hearing;

- l.

Any other duties as may from time to time be assigned or requested by the Mayor and/or City Council and/or authorized City staff or City boards and commissions;
3.

EXTRAORDINARY LEGAL SERVICES. Contractor shall perform all extraordinary legal services, as requested or authorized, for and on behalf of the City which shall include representing the City of Lander, as follows:

a.

In all litigation, whether as a Plaintiff, Defendant or third party litigant;

b.

In proceedings before any board, commission or administrative agency;

c.

In arbitration proceedings;

d.

Administrative proceedings; and

e.

All appeals proceedings.
4.

COMPENSATION. For ordinary services, the City of Lander shall pay Contractor the sum of Five Thousand Dollars and No/100 Dollars (\$5,000.00) per month plus all out-of-pocket costs and expenses, such as copies, long distance telephone calls and mileage. All costs and expenses shall either be at actual cost or as close thereto as possible, or as provided for by state statute. Said rate shall begin on December 1, 2024, but said rate can be adjusted or modified with mutual consent between the Contractor and the City and must be done in writing.

For extraordinary services, the City of Lander shall pay Contractor on an hourly basis which shall be at his customary hourly rate.
5.

TERMINATION. This Agreement may be terminated as follows:

a.

By Contractor giving thirty (30) days written notice to the City; or

b.

By the City by complying with all applicable city codes, ordinances and state statutes governing the dismissal of appointed offices, or employees.
6.

INDEPENDENT CONTRACTOR. Contractor shall perform services and duties under this Agreement as an independent contractor and not as employee, agent, partner or a joint venture with the City of Lander and nothing herein shall be construed to be inconsistent with this relationship or status. Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers’ compensation, or unemployment insurance. Contractor shall pay all of his own taxes on compensation paid to him pursuant to this Agreement.
7.

COMPLIANCE WITH LAWS. Contractor and City shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
8.

MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
9.

WYOMING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming.
10.

SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

11. **NO THIRD-PARTY BENEFICIARY INTENDED.** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
12. **HEADINGS.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
13. **ENTIRE AGREEMENT.** This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

DATED this ____ day of _____, 2024.

CITY OF LANDER:

BY: _____

Monte Richardson

ATTEST:

Rachelle Fontaine, City Clerk

ATTORNEY:

Adam E. Phillips

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 LANDER COMMUNITY FOUNDATION, a Wyoming None Profit Corporation, who are incorporated in Wyoming, herein referred to as “LICENSEE”.

WITNESSETH:

WHEREAS, OWNER is the owner of real property which is described as parcel of land located at 1620 Rodeo Drive, Lander in Fremont County, Wyoming, (hereinafter referred to as the “Property”) located within Lander, Fremont County, State of Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by Owner to accommodate the structural encroachment.

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, their heirs and assigns, and/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 as follows: to place a storage shed upon the parcel of land located on the Property, and more particularly described in Exhibit “A”, which is attached to and incorporated to this Agreement; all of which is located within Fremont County, Wyoming.

This license is for the purpose of placement of a storage shed upon the parcel of land located on the Property. LICENSEE shall be solely responsible for the maintenance and upkeep of said shed. Placement of the shed upon the Property shall be subject to the terms and conditions hereinafter stated.

2. **TERM.** This License will remain in effect for the time that the shed is placed upon the Property, and shall terminate with 30 days written notice by the Owner.
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 heirs, assigns, 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 OWNER upon Thirty Days (30) days written notice to LICENSEE. Notice given by OWNER 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 sheds, debris, or personal property of the LICENSEE that is located 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.
12. **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 Ninth Judicial District, Lander County, Wyoming.
13. **SIGNATURES.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LANDER:

BY:

MONTE RICHARDSON

ATTEST:

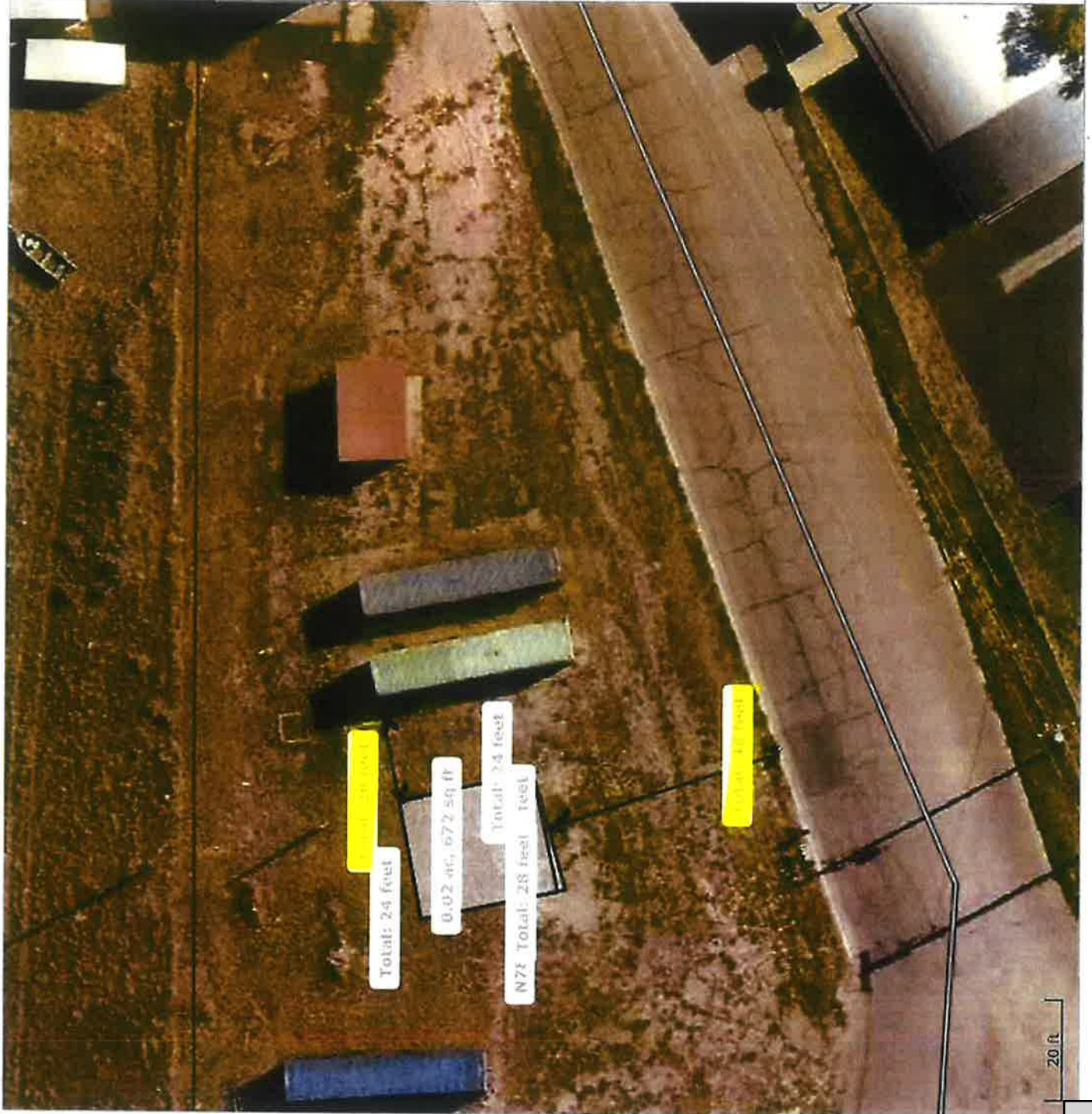
Rachelle Fontaine, City Clerk

LICENSEES:

BY:

Signature

Print Name



Fremont County Wyoming MapServer

EXHIBIT A

Lander Community Foundation License
of November 2024,

1620 Rodeo Drive
24'x28' Storage Skid shed location

- Lot and Parcel Lines
- U.S. Highway
- State Highway
- County (Maintained)
- County (Unmaintained)
- Municipal Streets / Public Roads
- Private Roads
- Other Roads
- 2022 Aerial Photography



Fremont County provides this map for display purposes only and invokes its sovereign and governmental immunity in allowing access to or use of this data, and makes no warranties as to the validity, and assumes no liability associated with the use or misuse of this information.
printed 10/23/2024

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 LINDSEY WASHKOVIK and BENJAMIN ELZAY who are residents of Lander, Wyoming, herein referred to as “LICENSEE”.

WITNESSETH:

WHEREAS, OWNER is the owner of real estate which is described as the alley from Lot 2 A of Lots 1 & 2, Block 95, Amoretti's Second Addition, Replat of City of Lander in Fremont County, Wyoming, (hereinafter referred to as the “Property”) located within Lander, Fremont County, State of Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by Owner to accommodate the structural encroachment.

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, their heirs and assigns, and/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 as follows: no more than 10 feet of additional space of their existing building, encroaching into the alley from Lot 2 A of Lots 1 & 2, Block 95, Amoretti's Second Addition, Replat of City of Lander, Wyoming; all of which is located within Fremont County, Wyoming. This license is for the purpose of accommodating the existing structural encroachment, or any other similar or lawful activities, subject to the terms and conditions hereinafter stated.
2. **TERM.** This License will remain in effect for the time that the encroachment exists and shall terminate with 30 days written notice by the Owner.

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.

Additionally, LICENSEE shall create a proposed layout within the 70,000 square feet to be approved in writing by the City of Lander Public Works Director. Future layout changes within the 70,000 square feet will need to be coordinated, and approved in writing, by the City of Lander Public Works Director. Additional square footage requests shall require an amendment to this License.

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 OWNER upon Thirty Days (30) days written notice to LICENSEE. Notice given by OWNER 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.
12. **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 Ninth Judicial District, Lander County, Wyoming.
13. **SIGNATURES.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

[SIGNATURES ON FOLLOWING PAGE]

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

LICENSEES:

BY: _____
LINDSEY WASHKOVIK

BENJAMIN ELZAY

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item J.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 12th day of November 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Steven Millsap, whose address is 320 Bellvue Ave, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let, and demise unto the Lessee Space No. 505, 43 feet by 40 feet consisting of approximately 1720 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for **fifteen (15) years** commencing on the 12th day of November, 2024, and terminating on the 31st day of December, 2039 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lessee shall pay to Lessor \$294.84 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this Lease shall be **\$0.156 (2024 rate)**

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item J.

per square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1st, then the first year shall be prorated on a daily basis. The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. AIRCRAFT OWNERSHIP. Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 505

Plane Number: N225SS
Manufacturer: Quicksilver
Year/Make/Model: 2000 MX Spring
Registered Owner(s): Steven Millsap
Address of Lessee: 320 Bellvue Ave
Business Phone of Lessee:
Cell Phone of Lessee: 307-899-8235
Email of Lessee: hgpiolot1@msn.com

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

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

Routine owner aircraft maintenance and care are allowed.

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

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

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

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

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

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

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

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

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

11. **CONSTRUCTION OF NEW HANGARS.** Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances, and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation

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of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

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

12. ALTERATIONS OF EXISTING HANGARS. The Lessee shall not make any alterations, changes or improvements other than repairs to existing hangar structures without the prior written recommendation of the airport board and then the written consent of the Lessor, and then only in strict compliance with all applicable FAA regulations, ordinances and codes of the Lessor. Lessee must also obtain a building permit from Lessor prior to any alterations.

13. INSURANCE AND INDEMNIFICATION. Lessee shall always obtain and maintain continuously in effect during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$300,000.00 combined single limit for each accident/occurrence for bodily injury and property damage in or near the hangar or on the hangar space site. Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the hangar, all aircraft and personal property on the premises or in the hangar. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, the Airport Board members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said hangar space and Lessee's hangar and the use of the airport. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above. The liability insurance policy or policies required under the terms of this Agreement shall name Lessor as additional insured.

14. UTILITIES. Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the Airport Board and "as built" plans of the locations of such utility lines shall be provided to the Airport Board and the City of Lander Public Works Director. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.

15. SNOW REMOVAL. The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.

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

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Steven Millsap
Address: 320 Bellvue Ave, Lander, WY 82520
Email: hgpilot1@msn.com Phone: 307-899-8235

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

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

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

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

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above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.

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

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

SIGNATURES ON FOLLOWING PAGE

**LANDER MUNICIPAL AIRPORT
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LESSOR:

LESSEE(S):

THE CITY OF LANDER

Steven Millsap

BY:

Mayor Monte Richardson

Signature

ATTEST:

City Clerk Rachelle Fontaine

Signature

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____