

	CITY OF LANDER		
	SPECIAL REGULAR CITY COUNCIL MEETING		
	Wednesday, November 12, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	AGENDA		

Join Zoom Meeting

<https://us06web.zoom.us/j/81506038947?pwd=wRjSOoNHwlj6bX0Wb6Alo8JazXkMvL.1>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

- 3. PUBLIC HEARING** Ordinance 2025 15 Granting A Non-Exclusive Franchise To Black Hills Wyoming Gas, LLC D/B/A Black Hills Energy, Its Successors And Assigns, And The Right, Permission And Authority To Construct, Maintain And Operate A Gas Transmission And Distribution System, Including Mains, Pipes, Conduits, Services And Other Structures, In, Under, Upon, Over, Across And Along The Streets, Alleys, Bridges And Public Places Within The Present And Future Corporate Limits Of The City Of Lander, Wyoming For The Furnishing, Transmission, Distribution And Sale Of Gas Whether Artificial, Natural, Mixed Or Otherwise For Lighting, Heating, Domestic, Industrial And Other Uses In Said City And Elsewhere, Limiting The Term Of Said Grant, Prescribing The Terms And Conditions Under Which Said Company May Operate, And Repealing Ordinance No. 1239.

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

- 4. PUBLIC HEARING** Ordinance 2025-16 An Ordinance Repealing Title 3 “Adoption and Enforcement of Uniform Codes and Standards for Mobile and Modular Buildings” and Enacting Title 3 “Buildings and Construction” Of the Lander Municipal Code

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

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 September 23, 2025, Special Meeting Minutes
- [B.](#) Approve October 14, 2025, Regular City Council Meeting Minutes
- [C.](#) Approve October 28, 2025, Special Regular City Council Meeting Minutes
- [D.](#) Approve October 28, 2025, Work Session City Council Meeting Minutes
- [E.](#) Approve October 30, 2025, Special Meeting Minutes
- [F.](#) Approve Bills and Claims

9. OLD BUSINESS (ACTION ITEMS)

- [A.](#) Approve third and final reading of Ordinance 2025 11 rezoning Popo Agie River Park Addition from R-3 Single and Multi-Family Residential District to PL- Public Lands
- [B.](#) Approve second reading of Ordinance 2025-12 Granting a Franchise to Northern Arapaho Tribal Industries, Inc., D/B/A Wind River Internet, On Behalf of Itself and Its Affiliates to Operate and Maintain a Telecommunications System in The City of Lander, Wyoming
- [C.](#) Approve second reading Ordinance 2025 14 Amending Section 7-10-1-7-10-6 Tobacco Products-Age Requirements within the City of Lander

10. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Approve first reading of Ordinance 2025 15 Granting A Non-Exclusive Franchise To Black Hills Wyoming Gas, LLC D/B/A Black Hills Energy, Its Successors And Assigns, And The Right, Permission And Authority To Construct, Maintain And Operate A Gas Transmission And Distribution System, Including Mains, Pipes, Conduits, Services And Other Structures, In, Under, Upon, Over, Across And Along The Streets, Alleys, Bridges And Public Places Within The Present And Future Corporate Limits Of The City Of Lander, Wyoming For The Furnishing, Transmission, Distribution And Sale Of Gas Whether Artificial, Natural, Mixed Or Otherwise For Lighting, Heating, Domestic, Industrial And Other Uses In Said City And Elsewhere, Limiting The Term Of Said Grant, Prescribing The Terms And Conditions Under Which Said Company May Operate, And Repealing Ordinance No. 1239.
- [B.](#) Approve first Reading of Ordinance 2025-16 An Ordinance Repealing Title 3 “Adoption and Enforcement of Uniform Codes and Standards for Mobile and Modular Buildings” And Enacting Title 3 “Buildings and Construction” Of the Lander Municipal Code

- [C.](#) Approve Resolution 1372 Adopting City of Lander Strategic Plan: Pillars 2025-2029
- [D.](#) Approve Resolution 1373 Temporarily Waiving Water and Sewer Utility Late Fees and Suspending Water Disconnections (Shut Offs) for Nonpayment for Three Billing Cycles Corresponding to Water Usage in October, November and December, with Bills Due in November, December, and January, Respectively
- [E.](#) Approve S 25.09 Capitol Hill Addition, Blk 129, lots 11-12
- [F.](#) Approve and authorize the Mayor to sign the Lander Municipal Airport Hangar Lease Agreement between the City of Lander and Randall E. Frost for space no. 401.

11. ADJOURNMENT

Upcoming Council Meetings:

Special Meetings:

6:00 PM Tuesday, December 16, 2025, Work Session, City Council Chambers

Regular Meetings:

6:00 PM Tuesday, December 9, 2025, City Council Chambers

6:00 PM Tuesday, January 13, 2026, City Council Chambers

Work Sessions:

6:00 PM Tuesday, November 25, 2025, City Council Chambers

All meetings are subject to cancellation or change.

**CITY OF LANDER NOTICE OF PUBLIC HEARING
ORDINANCE 2025-15**

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

You are hereby notified that an opportunity will be given for you to give comment for or against Ordinance 2025-15 granting a non-exclusive franchise to Black Hills Wyoming Gas, LLC d/b/a Black Hills Energy, its successors and assigns, and the right, permission and authority to construct, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other structures, in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Lander, Wyoming for the furnishing, transmission, distribution and sale of gas whether artificial, natural, mixed or otherwise for lighting, heating, domestic, industrial and other uses in said city and elsewhere, limiting the term of said grant, prescribing the terms and conditions under which said company may operate, and repealing ordinance no. 1239.

A Public Hearing will be held during the first reading of the Ordinance on November 12, 2025, 6:00 p.m. at the Lander City Hall, 240 Lincoln Street, Lander, Wyoming.

A copy 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.landerwy.gov>

Written comments should be received by 5:00 pm, November 5, 2025. Written comments will be accepted by email to Lance Hopkin lhopkin@landerwy.gov 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 October 25, 2025 and November 1, 2025.

CITY OF LANDER - PUBLIC HEARING – ORDINANCE 2025-16**AN ORDINANCE REPEALING TITLE 3 “ADOPTION AND ENFORCEMENT OF
UNIFORM CODES AND STANDARDS FOR MOBILE AND MODULAR BUILDINGS”
AND ENACTING TITLE 3 “BUILDINGS AND CONSTRUCTION” OF THE LANDER
MUNICIPAL CODE**

Notice is hereby given that a first reading and a public hearing will be held to receive comments on Ordinance No. 2025-16 An Ordinance Repealing Title 3 “Adoption And Enforcement Of Uniform Codes and Standards for Mobile and Modular Buildings” and Enacting Title 3 “Buildings And Construction” of the Lander Municipal Code on November 12, 2025, at 6:00 p.m. in the Council Chambers, City Hall, 240 Lincoln Street, Lander, Wyoming.

You are invited to attend and provide input during the **Public Hearing scheduled for November 12, 2025, at 6:00 p.m.** in the **City Council Chambers at City Hall, 240 Lincoln Street, Lander, Wyoming.** A full copy of **Ordinance 2025-16** is available for review at City Hall or online at landerwy.gov.

The City of Lander coordinates compliance with the nondiscrimination requirements contained in Section 504 of the Americans with Disabilities Act (ADA). The city is an **Equal Opportunity Provider** and does not discriminate on the basis of race, color, national origin, sex, age, disability, or any other protected class.

Written comments should be received by 5:00 pm, November 5, 2025. Written comments will be accepted by email to lhopkin@landerwy.gov or by written comment to the address above.

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

Rachelle Fontaine,
City Clerk

Publish, Lander Journal, October 29, 2025, and November 5, 2025

	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Tuesday, September 23, 2025 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

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

Council Member Stuble noted that Saturday is Wyoming and National Public Lands Day, with local events and a proclamation by Governor Gordon. She also reported on NOL’s 60th anniversary celebration this week, including a Trail Mixer on Friday, a Film Fest on Saturday, and a free concert Saturday night, noting strong attendance, full hotels, and community economic benefit.

Council Member D Hahn commented on the beautiful fall colors.

Council Member Cassidy reported attending the Planning Commission meeting with Council Member Dan Hhan on Thursday, commending the commission for their hard work on difficult issues and noting a fruitful follow-up discussion to provide feedback. He also highlighted a community forum titled *Where Do We Go From Here?* to be held Thursday from 6–8 p.m. at the Lander Library, featuring Representatives Lloyd Larson, Ivan Posey, and others, focused on finding common ground in divisive times.

Council Member Larsen reported attending the Popo Agie Conservation District meeting last week, noting their recent Wind River Outdoor Education Camp for about 90 middle school students, which provided multiple educational opportunities. He expressed appreciation for the district’s wide range of work in the community beyond agriculture.

Mayor White reported attending the One-Shot event, commending its volunteerism and fundraising efforts, which have raised nearly \$3 million for habitat and conservation, and noted the Western Sportsman team’s win. She mentioned the upcoming NOLS event. She also attended the Region 4 WAM meeting, where rebuilding partnerships with the National League of Cities was discussed, including a plan for WAM to cover one registration per community for the annual Salt Lake conference and explore collective membership to support smaller municipalities. Finally, she expressed appreciation for city staff, recognizing the water crew for their quick response to a difficult water break.

5. **STAFF REPORTS**

Interim Chief Waugh announced that Wyoming Pathways will host a WYDOT-funded safety open house at Lincoln Street Bakery on Monday from 9–11:30 a.m., focused on pedestrian, cyclist, and driver safety. He also noted that on October 1st the city will hold its first Coffee with a Cop at Loaf and Jug at 9 a.m., with additional events anticipated due to community interest.

Assistant Mayor RaJean Strube Fossen announced that LCAN will sponsor a Walk to Gannett Peak event for young students next Friday to promote safe walking and street crossing near construction zones. She reported that the Planning Commission has requested a Council work session in late October to discuss proposed changes on short-term rental definitions and the appeals process. She also noted that the Popo Agie Conservation District will join the city during the PL566 grant field tour with NRCS on Thursday, related to additional water storage at Worthen and Fry.

6. **NEW BUSINESS (ACTION ITEMS)**

- A. Approval of the Popo Agie River Park Subdivision
- Motion to approve made by Council Member Larsen and seconded by Council Member Cassidy.

DISCUSSION: Assistant Mayor Strube Fossen reported that the Planning Commission recommended approval of the Popo Agie River Park addition, which rezones the city’s portion of the park from R3 to public lands and includes adjacent land purchases while retaining R3 zoning for the mobile home park. She noted this step will lead to future annexation of the county portion of the park and possibly nearby properties, a process expected to take 6–18 months due to required studies and service planning.

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

7. OLD BUSINESS (ACTION ITEMS)

- A. Approve third and final reading of Ordinance 2025-09 Rezoning Original Town of Lander, Block 29 Lots 5-10 From R-5 Multi-Family Residential District to C- Commercial District

Motion to approve made by Council Member Larsen and seconded by Council Member J Hahn.

DISCUSSION: Council Member Stuble stated that despite additional time for consideration, she remained opposed to the proposed rezoning, citing the lack of a clear plan from the property owner, concerns about vague future uses, and the size of the proposal encompassing all six lots. She suggested she might support a smaller proposal limited to the Mason’s Lodge and adjacent parking but could not support the broader rezoning. In response, Assistant Mayor Strube Fossen read from Planning Commission minutes noting that the owner intended to restore the building, keep the lots intact, and allow future uses to be determined later.

Council Member D Hahn moved to table this agenda item until the October 14, 2025, council meeting and the owners can be present. Council Member Cassady seconded.

Council Members voting Yea to table the motion to October 14, 2025: Cassady, D Hahn, Stuble and J Hahn. Council Members Voting Nay: Larsen. Motion passed.

- B. Approve third and final reading of Ordinance 2025-10 Rezoning Earl & Farlow Addition, Block 110, Lots 5-6 from R-5 Multi-Family Residential District to C- Commercial District

Motion to approve made by Council Member D Hahn and seconded by Council Member J Hahn.

DISCUSSION: Council Member Stuble stated her opposition to the proposed rezoning, emphasizing the importance of preserving limited R5 zoning in the heart of Lander to support high-density residential and mixed commercial uses that encourage walkability and community vitality. She acknowledged the clarity of the warehouse proposal but concluded that its benefits did not outweigh the community value of retaining R5, suggesting such uses were better suited to industrial or peripheral areas rather than Main Street. Council Member Cassady reflected on prior discussions and noted that, after considering neighborhood comparisons and the potential benefits of walkable housing near Main Street, he believes the area would better serve the community with residential use. He concluded that maintaining R5 zoning is the preferable option.

Council Members voting Yea: Larsen, and D Hahn. Council Members voting Nay: J Hahn, Stuble, and Cassady. Motion and Ordinance failed.

- 8. ADJOURNMENT Motion to adjourn made by Council Member J Hahn and seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 6:32 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, October 14, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Dan Hahn, Melinda Cox, Josh Hahn, Julia Stuble, John Larsen, Chad Cassady and Mayor White. Declaration of a quorum. STAFF PRESENT: Interim Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen (via Zoom), City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** Moved by Council Member Larsen, seconded by Council Member Stuble. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
3. **PUBLIC HEARING** Ordinance 2025-11 rezoning Popo Agie River Park Addition From R-3 Single and Multi-Family Residential District to PL- Public Lands

A. Mayor White opened the hearing at 6:03 PM

Assistant Mayor RaJean RaJean Strube Fossen introduced the Ordinance and explained that the Ordinance was initiated by the City as part of a request to subdivide and rezone the new Popo Agie Park. The City Council had already approved the subdivision in previous meetings.

As required by city procedures, rezoning any parcel must go through three readings of an ordinance. Now that both the subdivision and land acquisition have been completed, the current step is to rezone the property from R3 (Residential) to Public Lands.

This new Public Lands designation aligns with the deed restrictions associated with the grant funds used to purchase the park property.

B. Public comment

Janelle Hahn inquired whether the engineering fees for the entrance the Jefferson Street Extension were paid by grant dollars, or 1% dollars? The Mayor responded that fees were paid in full with grant funds.

C. Mayor White closed the hearing at 6:04 PM

4. **COMMUNICATION FROM THE FLOOR**

A. Public Comment

Monika Leiniger expressed concern about the order of annexation, noting that annexing the park before adjacent properties could create an unincorporated “island” in violation of Wyoming Statute §15-1-406(d). She also stated that doing so could remove nearby landowners’ ability to object to annexation under the 50% petition rule. She emphasized that while residents are not opposed to annexation, they are concerned about the financial impacts, particularly related to sewer service and infrastructure costs. She cited Wyoming Statute §15-1-402(a)(iii), which requires that annexed areas be logical additions to the city and that basic services such as sewer and water be reasonably available. She requested that the City ensure these services are provided or that agreements be made regarding the continued use of existing systems.

Joe Quiroz commented regarding the rezoning discussions involving Garfield Street. He asked the Council to consider the community’s current quality of life when making rezoning decisions. He noted that larger cities are moving toward redeveloping areas to resemble small towns, with walkable streets, mixed-use buildings, and denser residential living—qualities Lander already possesses. He encouraged the Council to consider maintaining mixed-age residential uses along the edge of the commercial district rather than allowing industrial-type development, emphasizing the importance of preserving Lander’s walkability and livability for future generations.
- 8

Dan Schultejahn spoke regarding agenda item 9D and requested that the Council table the decision on the referenced properties. He requested additional time and asked that the item be re-tabled until December 9.

Zach Hallam addressed the Council to express concerns about traffic safety on Goodrich Drive near a private school and park. He requested that the City consider increased school zone enforcement and possibly lowering the speed limit on Goodrich Drive, citing the narrow roadway and parked vehicles that contribute to hazardous conditions.

Kesha Martel President of the Lander Girls Softball addressed the Council to express appreciation for the City’s support. She reported that the organization had a successful season, highlighted by new scoreboards and backstops, and that the City’s financial and workforce contributions made a significant difference. She noted that the upgraded facilities allowed Lander to host a full tournament with nine visiting teams, all of whom provided positive feedback about the fields. She also mentioned ongoing collaboration with Kevin and Jason to resolve lighting issues and expressed excitement about the addition of high school softball, which will share one field until mid-May. She concluded by thanking the City again and looking forward to continued partnership in maintaining and improving the recreation program.

5. MAYOR AND COUNCIL UPDATES

Council Member Larsen reported that the Senior Center meeting was rescheduled for the following morning and that Wimpy Burger tickets remain in high demand. He noted some recently planted trees may not meet the city’s urban forestry guidelines and suggested using social media or water bill inserts to inform residents about proper tree placement to avoid future visibility issues.

Council Member Cassady provided an update from the Planning Commission, noting that the group is making good progress on developing clear and functional short-term rental definitions and guidelines. He said he looks forward to the Commission sharing its work with the Council soon.

Council Member Dan Hahn discussed the Lincoln Street project, expressing concern about its impact on nearby businesses. He compared the situation to a similar case in Riverton, where a project severely affected a small business, and suggested that future city projects include funds or plans to assist affected businesses. He emphasized that the City should consider such impacts to ensure local business owners are supported and not financially harmed by public works projects.

Council Member Cox stated that it was nice to be back in person after traveling and attending meetings via Zoom. She reported no new updates from the Chamber. She mentioned that LEDA would meet the following evening and that the Community Services Block Grant continues to receive federal funding, though its future remains uncertain. She also clarified that when constituents meet or communicate with individual Council members, those interactions do not represent the views of the entire Council, emphasizing that each member holds independent opinions and that the Council does not operate under “groupthink.”

Council Member Stuble reported that the Energy and Environment Task Force remains active with new members contributing expertise. The group is working with the golf course to improve inefficient irrigation systems and reduce energy costs, and will conduct a City Park tour to assess sprinkler upgrades. They are also reviewing street lighting with Rocky Mountain Power to identify energy savings and continue working on a solar and battery backup grant for City Hall.

Mayor White shared several updates, noting the recent football game was a close loss for Lander and thanking Mayor Hancock for joining the Lander side during the game. She mentioned a friendly wager between Mayors Richardson and Hancock, offering to participate in the resulting cleanup event on Mayor Richardson’s behalf. She reminded Council members to review the Lander Police Department report emailed prior to the meeting. She also provided an update on the Lander Spay and Neuter Clinic.

6. STAFF REPORTS

Interim Chief Waugh reported that three staff members are registered for TIPS trainer certification on November 11–12, enabling them to teach responsible alcohol service courses. She also noted an upcoming meeting with the Responders Alliance to develop a four-hour mental health awareness session aimed at supporting law enforcement officers and their spouses in recognizing and addressing mental health needs.

Assistant Public Works Director Lance Hopkin provided an update on the Lincoln Street project, explaining that if businesses were negatively affected in ways not covered by the contract, they may file claims with supporting documentation, which will be reviewed by the project engineer before any final payments are released. One additional business has also reported access issues, and staff confirmed they would assist with the claims process.

A change order is being prepared to account for 28–37 additional workdays, to be presented at the next council meeting. Current delays involve a conflict between the new ditch box and CenturyLink’s fiber duct bank, which must be resolved before paving can continue. He says that paving requires temperatures of at least 40°F and will continue to monitor progress as weather allows.

In response to a question from Council Member Hahn about lost parking near Gamble’s and the City Plumbing building, staff explained that curb and access changes were made in consultation with individual landowners, and they will review the situation and report back at the next meeting.

City Treasurer Charri Lara announced that the auditors will be here next week, so if anyone has any questions or concerns or want to talk to them, feel free to stop by City Hall.

City Clerk Rachelle Fontaine commented that there will be a special regular voting session before the work session on October 28, 2025.

7. **CONSENT AGENDA**

- A. Approve September 16, 2025, Special Meeting Minutes
- B. Approve September 23, 2025, Special Regular Meeting Minutes
- C. Approve September 23, 2025, Work Session Minutes
- D. Approve Bills and Claims

POSTMASTER POSTAGE 5000,ROCKY MOUNTAIN POWER ELECTRICITY 23373.78,COUNTY TITLE JEFFERSON STREET REHAB 348863.42,SIMPLIFILE FILING FEES 29.25,CENTRAL BANK & TRUST POSTAGE 566.25,MASTERCARD PROF. & TECHNICAL SERVICE 47.75,MASTERCARD OPERATIONS AND MAINTENANCE 239,MASTERCARD TURF & GROUNDS MAINTENANCE 84.73,MASTERCARD PROF. & TECHNICAL SERVICE 1548,MASTERCARD VEHICLE REPAIR 13.56,MASTERCARD OPERATIONS AND MAINTENANCE 279.44,MASTERCARD VEHICLE REPAIR 533.72,MASTERCARD UNIFORMS 475.88,MASTERCARD VEHICLE REPAIR 185.99,MASTERCARD UNIFORMS 204,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD OPERATIONS AND MAINTENANCE 24.99,MASTERCARD OPERATIONS AND MAINTENANCE 8.63,MASTERCARD IRRIGATION SYSTEM REPAIR 94.99,MASTERCARD BUILDING MAINTENANCE 2322.66,MASTERCARD VEHICLE REPAIR 341.46,MASTERCARD SUPPLIES 102.95,MASTERCARD VEHICLE REPAIR 123.79,MASTERCARD TELEPHONE 1163.29,MASTERCARD WW LAB/TESTING 290,MASTERCARD SUPPLIES 64.99,MASTERCARD OPERATIONS AND MAINTENANCE 174.99,MASTERCARD SHOP SUPPLIES 189.98,MASTERCARD SHOP SUPPLIES 515.95,MASTERCARD TUITION & REGISTRATION 519,MASTERCARD TELEPHONE & INTERNET 1027.94,MASTERCARD SUPPLIES 50.99,MASTERCARD OPERATION/ MAINTENANCE STREETS 14.37,MASTERCARD TRAVEL 63.75,MASTERCARD SUPPLIES 28,MASTERCARD VEHICLE REPAIR 341.45,MASTERCARD SUPPLIES 40,MASTERCARD BUILDING MAINTENANCE 38.9,MASTERCARD VEHICLE REPAIR 35.31,MASTERCARD SUPPLIES 16.99,MASTERCARD SUPPLIES 13.01,MASTERCARD COMMUNITY PROGRAMS 1222.97,MASTERCARD UNIFORMS 60,MASTERCARD VEHICLE REPAIR 176.65,MASTERCARD WW LAB/TESTING 345,MASTERCARD SUPPLIES 189.81,MASTERCARD SHOP SUPPLIES 18.48,MASTERCARD TURF & GROUNDS MAINTENANCE 52.53,MASTERCARD VEHICLE REPAIR 16.41,MASTERCARD VEHICLE REPAIR -13.45,MASTERCARD VEHICLE REPAIR 3573.15,MASTERCARD SUPPLIES 69.98,MASTERCARD VEHICLE REPAIR 691.01,MASTERCARD FIRE PREVENTION 1683,MASTERCARD SUPPLIES 125.94,MASTERCARD SUPPLIES 39.97,MASTERCARD SUPPLIES 18.99,MASTERCARD OPERATIONS AND MAINTENANCE 114.8,MASTERCARD ADVERTISING 240,MASTERCARD TELEPHONE & INTERNET 1650.49,MASTERCARD OPERATION/ MAINTENANCE STREETS 33.95,MASTERCARD TURF & GROUNDS MAINTENANCE 40.48,MASTERCARD SUPPLIES 28.57,MASTERCARD VEHICLE REPAIR 33.99,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD MISC SMALL STREET REPAIRS 925.29,MASTERCARD BUILDING MAINTENANCE 39.99,MASTERCARD DUES 195,MASTERCARD DUES 77.93,MASTERCARD OPERATION/ MAINTENANCE STREETS 316.27,MASTERCARD PROFESSIONALS 249,MASTERCARD FUEL 138.96,MASTERCARD MOSQUITO GRANT 161.56,MASTERCARD VEHICLE REPAIR 236.56,MASTERCARD VEHICLE REPAIR -18,MASTERCARD POSTAGE 28.1,MASTERCARD WW-OPERATIONS & MAINTENANCE 46.39,MASTERCARD ADVERTISING 199,MASTERCARD VEHICLE REPAIR 62.68,MASTERCARD VEHICLE REPAIR 60.93,MASTERCARD SUPPLIES 152.98,MASTERCARD SUPPLIES/CHEMICALS 47.65,MASTERCARD OPERATION/ MAINTENANCE STREETS 6.83,MASTERCARD EMPLOYEE WELLNESS PROGRAM 32.4,MASTERCARD PROF AND CONSULTING 23.99,MASTERCARD TELEPHONE & INTERNET 2164.8,MASTERCARD SUPPLIES 80,MASTERCARD POSTAGE 248.9,MASTERCARD SUPPLIES 79,MASTERCARD TURF & GROUNDS MAINTENANCE 83.98,MASTERCARD SUPPLIES 479.9,MASTERCARD

VEHICLE REPAIR 82.42,MASTERCARD WATER SAMPLES TESTING 383,MASTERCARD WW LAB/TESTING 270,MASTERCARD POSTAGE 11.95,MASTERCARD SUPPLIES 38.99,MASTERCARD OPERATIONS AND MAINTENANCE 78.25,MASTERCARD VEHICLE REPAIR 78.13,MASTERCARD OPERATIONS AND MAINTENANCE 99.99,MASTERCARD SUPPLIES 155.25,MASTERCARD TURF & GROUNDS MAINTENANCE 543.45,MASTERCARD VEHICLE REPAIR 27.41,MASTERCARD FUND EQUIPMENT REPLACEMENT 338.83,MASTERCARD FIRE EQUIPMENT MAINTENANCE 13.99,MASTERCARD SUPPLIES 104.13,COMMUNITY CENTER REFUNDS REFUNDS 500,WATER REFUNDS WATER REFUNDS 1214.74,WATER REFUNDS WATER REFUNDS 130.68,WATER REFUNDS WATER REFUNDS 101.41,WATER REFUNDS WATER REFUNDS 88,WATER REFUNDS WATER REFUNDS 125.98,BLACK HILLS ENERGY GAS 1568.84,FREMONT MOTOR COMPANY FUND EQUIPMENT REPLACEMENT 40496,EMPLOYEE REIMBURSEMENTS FLY-IN EXPENSES 1768.36,GREGCO SAFE ROUTES TO SCHOOL 60427.6,STATE OF WYOMING - ATTORNEY GENERAL SUPPLIES 78,WYOMING STATE TREASURER WATER UTILITY BILLING 178,MISC ONE TIME VENDOR FLY-IN EXPENSES 800,MISC ONE TIME VENDOR FLY-IN EXPENSES 100,MISC ONE TIME VENDOR FLY-IN EXPENSES 150,MISC ONE TIME VENDOR FLY-IN EXPENSES 734.26,MISC ONE TIME VENDOR FLY-IN EXPENSES 471.38,71 CONSTRUCTION CO MISC SMALL STREET REPAIRS 41599.9,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 5000,ADELLE SIMON PROGRAM REGISTRATION 620,ALEXANDER EXCAVATION PROJECT COST - ASSISTED LIVING 50249.91,ALSCO SUPPLIES 38.67,ALSCO LINENS 1226.32,ALSCO LINENS 69.09,ALSCO LINENS 784.1,APEX SURVEYING PROJECT COST - ASSISTED LIVING 505,ARDURRA GROUP INC JEFFERSON STREET REHAB 2742.5,ARDURRA GROUP INC TAXIWAY 4820,ATEC FUND EQUIPMENT REPLACEMENT 16211.32,AYRES ASSOCIATES INC PROF AND CONSULTING 6606,BADGER METER INC METER REPLACEMENT 327.7,BAGLEY, JOHN K. FLY-IN EXPENSES 5000,CITY PLUMBING & HEATING BUILDING MAINTENANCE 327.77,CITY PLUMBING & HEATING SHOP SUPPLIES 70.18,CITY PLUMBING & HEATING BUILDING MAINTENANCE 1012.27,CIVICPLUS COMMUNITY PROGRAMS 24.09,CIVICPLUS TURF & GROUNDS MAINTENANCE 1611.7,CLARKS LANDSCAPING FUND EQUIPMENT REPLACEMENT 3478,COWBOY SUPPLY HOUSE SUPPLIES 489.44,CPS DISTRIBUTORS INC TURF & GROUNDS MAINTENANCE 1283.67,CROELL INC OPERATION/ MAINTENANCE STREETS 2431.25,CROELL INC OPERATION/ MAINTENANCE STREETS 2534.5,CROELL INC WW-OPERATIONS & MAINTENANCE 1095,CROELL INC OPERATION/ MAINTENANCE STREETS 2564.25,CROELL INC OPERATION/ MAINTENANCE STREETS 1751.4,DOWL FREMONT STREET PROJECT 1853.75,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 330,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 65,ENGINEERING ASSOCIATES JEFFERSON STREET REHAB 3369.74,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 2485,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 1551.91,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 39.24,FLOW TECHNOLOGY SUPPORT WW- OPERATIONS & MAINTENANCE 1700,FREMONT CO SOLID WASTE DISPOS TURF & GROUNDS MAINTENANCE 12.2,FREMONT COUNTY EAA FLY-IN EXPENSES 150,FREMONT COUNTY TREASURER PRISONER CARE 4840,FREMONT COUNTY TREASURER DISPATCH 21356.25,FRONT RANGE FIRE APPARATUS LTD VEHICLE REPAIR 232.91,FRONTIER PROPERTY MAINTENANCE COMMUNITY CENTER MAINTENANCE 925,HDR ENGINEERING INC BUENA VISTA PROJECT 53976.25,HIGH COUNTRY CONSTRUCTION LINCOLN ST PROJECT 596393.92,HOMETOWN OIL SUPPLIES/TOOLS & EQUIP 86.4,HOMETOWN OIL OPERATIONS AND MAINTENANCE 245,HOMETOWN OIL FUEL 121.7,KIWANIS CLUB OF LANDER MAYORS ADMINISTRATION 600,L N CURTIS & SONS SUPPLIES 23.38,L N CURTIS & SONS SUPPLIES 319.96,L N CURTIS & SONS FIRE EQUIPMENT MAINTENANCE 251.13,L N CURTIS & SONS SUPPLIES 42.5,LANDER CHAMBER OF COMMERCE COMMUNITY PROGRAMS 5000,LANDER MEDICAL CLINIC PHYSICALS 465.72,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 5139.52,LANDER SWIM CLUB ADVERTISING 250,LANDER VALLEY TREE CARE OPERATION/ MAINTENANCE STREETS 7450,MES SERVICE COMPANY LLC FIRE EQUIPMENT MAINTENANCE 3688.18,MES SERVICE COMPANY LLC SUPPLIES 651.34,METRON FARNIER METER REPLACEMENT 41626.19,NORCO INC SHOP SUPPLIES 102.92,OFFICE OF STATE LANDS & INVEST 4 M GAL. TANK SITE LEASE 4148.71,PATRICK CONSTRUCTION INC MCFARLANE DRIVE 144972.98,PATRICK CONSTRUCTION INC OPERATIONS AND MAINTENANCE 45300,PERFECT POWER INC OPERATIONS AND MAINTENANCE 524.39,PERRY'S TRUCK & DIESEL VEHICLE REPAIR 650.81,PHAT FOAM INSULATION LLC FUND EQUIPMENT REPLACEMENT 13735.5,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 39,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 429,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 91,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 715,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 3163.5,RIVERTON TIRE & OIL CO TIRES 123.9,SPORTIES INC. OFFICE EQUIP SUPPLIES & MAINT 1000,STRIKE CONSULTING GROUP FARTHING SLIP PROJECT 21621.23,STRIKE CONSULTING GROUP METER REPLACEMENT 688.75,STRIKE CONSULTING GROUP MCFARLANE DRIVE 15778.75,STRIKE CONSULTING GROUP FIFTH STREET PROJECT 5727.5,SUMMIT WEST CPA GROUP, P.C. PROF FEES COMPUTER 2150,SUMMIT WEST CPA GROUP, P.C. PROF AND CONSULTING 10000,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 268,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 1754,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 1934,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 683,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 375,THATCHER COMPANY CHEMICAL FEED SUPPLIES 8454.12,THE 10 BOOK FLY-IN EXPENSES 300,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 1222.5,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 2236,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 621.25,VAN DIEST SUPPLY CO. MOSQUITO GRANT 1312,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS -38,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 1661.44,WALLER TECIA BUILDING MAINTENANCE 4400,WAMCO LAB INC. WW LAB/TESTING 380,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 3413.28,WESTERN PRINTING

CO. WATER UTILITY BILLING 700.69, WESTERN PRINTING CO. SUPPLIES 143.71, WHITING LAW PC GENERAL ATTORNEY 1207.5, WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 6385, WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 33055, WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 5242.1, WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 10517.5, WYDOT - FINANCIAL SERVICES FUEL 6892.8, WYOMING RENTS LLC FUND EQUIPMENT REPLACEMENT 6740, WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 637.5, PARTTIME WAGES: CEMETERY 4981.50, CITY HALL 294, MUNICIPAL COURT 1360.80, POLICE DEPARMENT 1364, WEED & PEST 4268, PARKS 6055, AFLAC 467.29, CSSW 1554.50, COLONIAL LIFE 232.55, PAYROLL TAXES 88850.49, DEFERRED COMP 7190, NCPERS 128.00, TRUSTMARK 379.66, WEBT 82154.41, WORKERS COMP 5446.31, WRS 64319.96.

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

8. NEW BUSINESS (NON-ACTION ITEMS)

- A. Discussion concerning potential amendment of Lander Municipal Code Title 2- Sale, Licensing and Use of Alcoholic and Malt Beverages

Council reviewed proposed Title II liquor code amendments covering fines/demerits with hearing procedures and updated definitions, with strikeouts showing deletions and blue text indicating additions or relocated state-statute language intended to make the code clearer and more self-contained. The purpose is to provide due-process clarity for license holders and Council, organize license-type rules (restaurant, bar & grill, retail), prohibit bottle clubs, address chartered vehicles, require a more detailed plan of operation with applications, incorporate the state’s Resort Hotel Liquor License, and clarify expectations such as not serving obviously intoxicated patrons and removing endangering individuals.

The draft adds a TIPS training requirement with a grace period for existing staff and a 30-day completion window for new hires; businesses may use any TIPS provider, with LPD offerings as a courtesy. Council Members flagged ensuring that minor-employment provisions (e.g., 18+ service in permitted restaurant/bar areas) remain lawful and that “dispensing room” is clearly defined for restaurant licenses. Although there is limited local data on over-service or underage sales due to current tracking gaps, the Council expressed support to proceed proactively with a living document that sets best practices and clarifies process.

Staff will notify approximately 28 license holders and invite feedback, noting renewal packets already included a heads-up (e.g., potential documentation for the 60/40 food-to-alcohol split). The tentative schedule is a public hearing and first reading on October 28, a second reading on November 11, and a third reading in late November, with a work session optional if timing allows.

9. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve third and final reading of Ordinance 2025-6 REPLACING ORDINANCES 842, 854, and 1015 and ESTABLISHING COMPREHENSIVE REGULATIONS FOR THE PUBLIC AND PRIVATE COMMUNITY FOREST IN LANDER

Moved by Council Member Stuble, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, and J Hahn. Council Members voting Nay: D Hahn. Motion passed.
- B. Approve third and final reading of Ordinance 2025-7 AMENDING TITLE 12-CITY ADMINISTRATIVE PROVISIONS, SECTION 12-5-5, "COMPENSATION OF OFFICERS AND EMPLOYEES" OF THE LANDER MUNICIPAL CODE

Moved by Council Member Larsen, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- C. Approve third and final reading of Ordinance 2025 8 GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, LLC ON BEHALF OF ITSELF AND ITS AFFILIATES ("VISIONARY") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("SYSTEM") IN CITY OF LANDER, WYOMING

Moved by Council Member Cox, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- D. Untable Ordinance 2025-09 rezoning 569 Garfield from R-5 Residential to C Commercial

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

Council Member D Han moved to table Ordinance 2025-9 until the December 9, 2025, Regular Council Meeting, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- E. Approve third and final reading of Ordinance 2025-09 rezoning 569 Garfield from R-5 Residential to C Commercial

Moved by D Hahn and seconded by J Hahn.

DISCUSSION: Council discussed how to proceed including tabling this item to December 9, 2025, as well.

Council Member Larsen moved to table this item until the Regular Council Meeting on December 9, 2025, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

10. NEW BUSINESS (ACTION ITEMS)

- A. Approve first reading of Ordinance 2025-11 Rezoning Popo Agie River Park Addition From R-3 Single and Multi-Family Residential District to PL- Public Lands

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

- B. Approve Resolution 1367 Declaring Certain Police Department Tasers as Surplus Property and Authorizing Their Disposal via Public Auction to a Qualified Bidder Pursuant to Wyoming Statute 15-1-112

Moved by Council Member D Hahn, seconded by Council Member Cox.

Discussion: Council discussed the Resolution number noting that it should be number 1368 not 1367.

Council Member Cox moved to amend the Resolution number to 1368 in the agenda under New Business (B) and the resolution document in the agenda packet, seconded by Council Member Stuble. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Discussion: Council discussed the term Qualified in the title, while documents refer to Responsible.

Council Member Stuble move to amend the Resolution and change Qualified to Responsible in the title, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

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

- C. Approve Resolution 1369 Repealing Resolution 1286 and Updating City of Lander Procurement Policies for Contracted Services, Public Construction Projects and Vehicle Purchases

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

- D. Approve Resolution 1370 Adopting the City of Lander Police Department Policy and Procedure Manual

Moved by Council Member J Hahn, seconded by Council Member D Hahn.

DISCUSSION: Council discussed proposed police policy updates, with the City Attorney outlining edits included in the packet: adding Loudermill due-process language and paid administrative leave procedures; updating the drug and alcohol policy for ADA compliance; creating a special orders section limited in scope/time; adopting a standalone body-worn camera policy aligned with Wyoming law and DOJ guidance; and updating provisions on bias-based policing, use of force/de-escalation, duty to intervene, public recording, and vehicle pursuits. Interim Chief Waugh summarized additional items to be adopted by amendment: a 90-day limit on special orders; routing complaints about the Police Chief directly to the Mayor; a fit-for-duty return standard (Academy entry fitness) after injury/surgery; and revised “mentally ill” policy language requiring overt actions or statements indicating a threat. Council Member Cox expressed concern about the late timing changes, requested review for Title 25 compliance, and suggested separating homelessness from mental illness.

Council Member Cox moved to table Resolution 1370 until October 28, 2025, seconded by Council Member Cassady. Council Members voting Yea: Cassady, Cox, D Hahn, J Hahn. Council Members voting Nay: Larsen and Stuble. Motion to table passes.

- E. Authorize the Mayor to sign the LOR Grant Agreement Contract ID: FR-05529, accepting \$6,132.00 to purchase 36 pairs of skates and laces, 5 skate trainers,1 skate doedorizer, flyers and waivers.

Moved by Council Member Cox, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- F. Approve and Authorize the Mayor to sign Gregco LLC Change Order 1 for the Lander Sidewalk Improvement Project increasing the contract price \$8,472.30

Moved by Council Member D Hahn, seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- G. Approve and authorize the Mayor to sign Patrick Construction, Inc.'s Change Order 2 for the Macfarlane Utilities Project, increasing the contract by \$45,059.23.

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

ADJOURN

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

Being no further business to come before the Council, the meeting was adjourned at 7:55 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Tuesday, October 28, 2025 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Dan Hahn, Melinda Cox, Josh Hahn, Julia Stuble, John Larsen, Chad Cassady and Mayor White. Declaration of a quorum. STAFF PRESENT: Interim Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Public Works Director Hunter Roseberry, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, Deputy Treasurer / Clerk Kevin Kulow and City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** Moved by Council Member Cox, seconded by Council Member Stuble. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
3. **PUBLIC HEARING** Ordinance 2025 12 GRANTING A FRANCHISE TO NORTHERN ARAPAHO TRIBAL INDUSTRIES, INC., D/B/A WIND RIVER INTERNET, ON BEHALF OF ITSELF AND ITS AFFILIATES TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF LANDER, WYOMING

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

B. Introduce and read. Public Works Director Lance Hopkin explained that this ordinance continues the efforts to have current and consistent franchise agreements. Mayor White summarized Ordinance 2025-12, as an ordinance granting a franchise to Northern Arapaho Tribal Industries, Inc., doing business as Wind River Internet. The ordinance would grant the company a non-exclusive right, privilege, and authority to construct, maintain, operate, upgrade, and relocate its telecommunications facilities within the City of Lander. The franchise would allow the company to place its wires, conduits, conductors, cables, and related infrastructure in, under, along, over, and across the city’s present and future streets, roadways, avenues, courts, lanes, alleys, sidewalks, and rights-of-way. The franchise area is defined as all areas within the legal boundaries of the City of Lander.

C. Public comment. None

D. Mayor White closed the hearing at 6:04 PM
4. **PUBLIC HEARING** Ordinance 2025 13 Amending Title 2 Sale, Licensing and Use of Alcoholic and Malt Beverages Revoking, Replacing and Superceding Ordinance 1120 and 2024-5

A. Mayor White opened the hearing at 6:04 PM

B. Introduce and read. Mayor White stated that most license holders are responsible and greatly appreciated, but occasional issues highlight the need to improve the licensing system. The proposed changes aim to clarify due process and encourage proactive management, including free TIPS training through the Lander Police Department. She explained the multi-step process for addressing violations, emphasizing fairness and opportunities for resolution before city involvement. Interim Chief Waugh added that over 80% of reported crimes in Wyoming involve alcohol and stressed the importance of collaboration to enhance public safety.

C. Public Comment

Michelle Motherway opposed the proposed suspension process, warning it could hurt businesses and employees. She stressed shared responsibility between servers and sellers, noting Mr. D’s has a zero-tolerance alcohol policy. She questioned the legality of requiring police calls for every intoxicated person, citing privacy and practicality issues. Motherway supported mandatory TIPS training but asked for more than 30 days to comply due to staffing and cost challenges, urging transparency and collaboration with business owners.

Mike Bailey said his business enforces a zero-tolerance policy for sales to minors or intoxicated individuals. He warned that stricter rules and short training deadlines could hurt hiring and

retention. While supporting a demerit system, he argued the proposal was too harsh, especially suspensions after 15 demerit points. Bailey stressed employee accountability and questioned the fairness of requiring police calls for every over-served person, urging the Council to balance safety with practical enforcement.

Christine Gilberson said the proposed point system is too harsh on bar owners. She noted all bartenders complete TIPS training, preferring the online version, and stressed that bartenders—not absent owners—should be accountable for violations. Judging intoxication is difficult and opposed mandatory police calls for every incident, citing staff and law enforcement burdens.

Ron Hansen said the ordinance surprised business owners and lacked retailer input. He argued responsible license holders shouldn’t be punished for others’ actions or employee mistakes. Citing his strict training policies, he warned that suspending licenses would devastate Lander’s seasonal economy. Hansen supported training and accountability but urged the Council to favor fines and collaboration over punitive suspensions.

Clerk Fontaine read an email from Tauna Groomsith, who recommended defining “bar and grill” to require a kitchen, updating license holder contact rules, clarifying training timelines, and revising open-container and “lawful request” language for clarity and consistency.

D. Mayor White closed the hearing at 6:41 PM

5. **PUBLIC HEARING** Ordinance 2025 14 Amending Section 7-10-1-7-10-6 Tobacco Products- Age Requirements within the City of Lander

- A. Mayor White opened the hearing at 6:41 PM
- B. Introduce and read. Interim Chief Waugh explained that Wyoming state law now sets the legal age to purchase and possess alcohol at 21, while the City of Lander’s ordinance still lists 18. The proposed change simply updates the city code to align with state statute, ensuring compliance.
- C. Public hearing

Karen Wetzel suggested that, under the City’s home rule authority, Lander could consider banning the use of kratom. She acknowledged it may not fit within the current ordinance discussion but urged the City to address the issue in the future.

D. Mayor White closed the hearing at 6:43 PM

6. **COMMUNICATION FROM THE FLOOR**

- A. Public Comment. None

7. **MAYOR AND COUNCIL UPDATES**

Council Member Larsen reported that the Fremont County Solid Waste District plans to close the Lander landfill in July 2028. The Lander Senior Center’s Wimpy Burger fundraiser was also a success, selling 450 tickets.

Council Member Dan Hahn said the Title II revisions began after a past liquor license issue to improve communication and clarity, not overhaul rules. After speaking with business owners, he believes the current system works well and the proposed changes are unnecessary and overly complex. He urged the Council to slow down, stay transparent, and avoid overregulating local businesses.

Council Member Stuble thanked business owners and residents for their feedback on the Title II ordinance, stressing collaboration between the City and local establishments to balance safety with practicality. She acknowledged timing concerns, explaining the draft was meant to start discussion—not exclude input—and apologized if it seemed otherwise.

Council Member Josh Hahn thanked attendees for their input, noting past ordinance issues arose from limited information that caused misunderstandings. He apologized for the oversight, encouraged ongoing communication, and congratulated the Lander Tiger varsity football team for reaching the state playoffs, inviting the community to Friday’s home game.

Mayor White announced the City’s updated strategic plan is available in the Council’s shared drive for review and a November vote. She emphasized its role in guiding priorities and proposed biannual progress updates. She also discussed creating a Council code of conduct, shared updates on the police chief hiring process, reminded members of Thursday’s open house, and noted her

work with the renewed WAM Leadership and Training Committee, which will survey members on training needs.

8. STAFF REPORTS

Public Works Director Lance Hopkin reported the meter replacement project is nearly finished, with 12 unresponsive property owners. Street paving continues, with plans to work with Riverton contractors to finish Lincoln Street and other areas before weather delays. Recent water main breaks were linked to pressure changes from the new tank and pump system; staff are adjusting valves and may add pressure tanks to protect aging infrastructure.

Assistant Mayor RaJean Strube Fossen reported that the Jefferson Street extension project will hold a pre-bid meeting this week, with bids opening November 12. Since that coincides with the next council meeting, the award will be delayed until December to allow time for review.

City Treasurer Charri Lara announced that she has accepted a position with WAM and the process to replace her will commence.

City Clerk Rachelle Fontaine explained that the regular November council meeting falls on Veterans Day, so it will be moved to Wednesday, November 12 as a special meeting. The council agreed to keep the November 25 meeting during Thanksgiving week and move the December meeting to December 16 to avoid holiday conflicts. A possible special meeting on November 25 may also be held

9. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve second reading of Ordinance 2025 11 rezoning Popo Agie River Park Addition from R-3 Single and Multi-Family Residential District to PL Public Land

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

- B. Approve Resolution 1370 Adopting the City of Lander Police Department Policy and Procedure Manual

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

Moved by Council Member D Hahn to approve, seconded by Council Member Cassady.

DISCUSSION: Council Member Cox asked to replace a Connecticut statute with the correct Wyoming statute defining controlled substances, remove references to nonexistent general order numbers, and delete a missing section reference. Discussion followed on the council’s role, clarifying that it approves policy but not procedural details

Council Member Cox moved to adopt of the Policy and Procedure and remove general order number anywhere that appears in the document, seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

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

10. NEW BUSINESS (ACTION ITEMS)

- A. Approve first reading of Ordinance 2025 12 GRANTING A FRANCHISE TO NORTHERN ARAPAHO TRIBAL INDUSTRIES, INC., D/B/A WIND RIVER INTERNET, ON BEHALF OF ITSELF AND ITS AFFILIATES TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF LANDER, WYOMING

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

- B. Approve first reading of Ordinance 2025 13 Amending Title 2 Sale, Licensing and Use of Alcoholic and Malt Beverages Revoking, Replacing and Superceding Ordinance 1120 and 2024-5

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

DISCUSSION: Council Members held an in-depth discussion concerning the proposed ordinance page by page. Council proposed and voted on changes while acknowledging more changes were likely after the Town Hall discussion.

Council Member Stuble moved to amend the title to read an ordinance repealing City of Land or Municipal Code Title II, Sale, Licensing, and Use of Alcoholic and Malt Beverages Sections 2-1-1 through 2-5-1 in its entirety, and replacing it with Title II, Sale, Licensing, and Use of Alcoholic and Malt Beverages, Sections 2-1-1 through 2-6-1, Seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, Cox, Stuble. Council Members Voting Nay: D Hahn and J Hahn. Motion passed.

Council Member Stuble moved to strike 2.1.2 Definitions F. Dispensing Room as well as the dispensing room language on page 14 under 2.4.1 B and return B to the original language, seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, D Hahn and J Hahn. Motion passed.

Council Member Stuble moved to amend 2.1.2 Definitions E. Demerit Points and add a period after violations, seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, D Hahn and J Hahn. Motion passed.

Council Member J Hahn moved to table the approval and first reading until November 12, 2025, seconded by Council member D Hahn. Council Members voting Yea: D Hahn, Cox and J Hahn. Council members voting Nay: Larsen, Cassady, Stuble and Mayor White. Motion fails.

Council Member Stuble moved to strike the second (ii) paragraph in its entirety under 2.1.3 (B) (h) (ii), seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, D Hahn and J Hahn. Motion passed.

Council Member Cox moved to strike the language *from the licensee's accountant or accounting program* from 2.1.3 (B) (h) (iv), seconded by Council Member J Hahn. Council Members voting Yea: Cassady, Cox, D Hahn and J Hahn. Council Members voting Nay: Larsen and Stuble. Motion passed.

Council Member Cassady moved to amend 2.1.4 C (g) completion of an approved Alcohol Server Training Course by server employees within 90 days instead of 30 days of hire.

Council Member Larsen moved to remove 2.2.1 A. paragraph (f), seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, D Hahn and J Hahn. Motion passed.

Council Member Cox moved to remove the language *renewed* from 2.2.2 A, seconded by Council Member Stuble. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, D Hahn and J Hahn. Motion passed.

Council Member Stuble moved to change the language in 2.3.1 paragraph B *Demerit points shall be assessed as set forth below upon first and subsequent offense to second and subsequent offenses*, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, D Hahn and J Hahn. Motion passed.

Council Member Cassady moved to strike Controlled Substance Violations from the demerit accumulatio grid under 2.3. B and Title 2, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, Cox, D Hahn and J Hahn. Council Members voting Nay: Stuble. Motion passed.

Council Member Larsen moved to clarify and add that all reference to communication between the city and the license holder concerning *days* means business days and to add business before the word days throughout the proposed ordinance, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, D Hahn, and J Hahn. Motion passed.

Council Member Stuble moved to approve the first reading of Ordinance 2025-13, revoking, replacing, and Superseding Ordinance 1120 and 2024-5 as amended, seconded by Council Member Cassady.

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

- C. Approve first reading of Ordinance 2025 14 Amending Section 7-10-1-7-10-6 Tobacco Products-Age Requirements within the City of Lander

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

- D. Approve Resolution 1371 Amending Resolution 1106 Appointing Lander Economic Development Association as the City of Lander Economic Development Commission

Moved by Council Member Cox, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- E. Approve and authorize the Mayor to sign the updated Memo of Understanding Between the City of Lander and the Lander Economic Development Association

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

Council Member Stuble moved to amend the MOU to start in October 2025, with a term of 4 years, seconded by Council Member Larsen. Council Members voting Yea as amended: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- F. Approve Customer Requested Work Agreement between the City of Lander and Rocky Mountain Power for Work Order #74599581 in the amount of \$2,891.00.

Moved by Council Member Larsen, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- G. Approve Lincoln Street Project Change Order No. 2, increasing the contract price by \$134,697.95 and the days to completion by 32 days plus winter.

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

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

Being no further business to come before the Council, the meeting was adjourned at 10:10 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, October 28, 2025 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. NEW BUSINESS (NON-ACTION ITEMS)

COUNCIL MEMBERS PRESENT: Dan Hahn, Melinda Cox, Josh Hahn, Julia Stuble, John Larsen, Chad Cassidy and Mayor White. STAFF PRESENT: Interim Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, and City Clerk Rachelle Fontaine.

A. Title 4 proposed changes discussion with the Lander Planning Commission

Zach Malhum and Chris Savon from the Planning Commission addressed the Council to discuss potential Title 4 code changes to short-term rentals and the appeals process.

B. Title 3 Proposed Policy Changes

Public Works Director Lance Hopkin explained that the proposed changes to Title 3 are intended to incorporate and adopt the international codes more appropriately. There is no intention to change the existing requirements.

2. ADJOURNMENT Being no further business to come before the Council, the meeting was adjourned at 10:40 PM.

ATTEST:

The City of Lander

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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

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	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Thursday, October 30, 2025 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. NEW BUSINESS (NON-ACTION ITEMS)

- A. Open House Discussion Concerning Ordinance Repealing City of Lander Municipal Code Title 2 – Sale, Licensing and Use Of Alcoholic and Malt Beverages, Sections 2-1-1 Through 2-5-1 In Its Entirety and Replacing It With Title 2 – Sale, Licensing and Use Of Alcoholic And Malt Beverages Sections 2-1-1 Through 2-6-1

COUNCIL MEMBERS PRESENT: Dan Hahn, John Larsen, Chad Cassady, Melinda Cox, Julia Stuble and Mayor White. COUNCIL MEMBERS ABSENT: josh Hahn. STAFF MEMBERS PRESENT: Interim Chief Kelly Waugh, City Clerk Rachelle Fontaine.

Discussion ensued concerning the proposed Ordinance Repealing City of Lander Municipal Code Title 2 – Sale, Licensing and Use Of Alcoholic and Malt Beverages, Sections 2-1-1 Through 2-5-1 In Its Entirety and Replacing It With Title 2 – Sale, Licensing and Use Of Alcoholic and Malt Beverages Sections 2-1-1 Through 2-6-1. Interim Chief Waugh led the discussion. Liquor license holders provided insight, feedback, concerns, and suggested changes. The City will host another Open House to present proposed amendments and changes before the Ordinance's second reading.

2. ADJOURNMENT

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

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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CITY OF LANDER

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71 CONSTRUCTION CO	street repair for sewer main repairs	7,897.54
Total 71 CONSTRUCTION CO (2):		7,897.54
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		5,000.00
ALERT 360	Acct #30014565 Panic Button Monitoring NOV	252.00
Total ALERT 360 (1467):		252.00
ALSCO	Community Ctr MicroTech Towels	38.67
ALSCO	Community Ctr Linens	444.84
ALSCO	Community Ctr MicroTech Towels	38.67
ALSCO	Community Ctr MicroTech Towels	38.67
ALSCO	Community Ctr MicroTech Towels	38.67
ALSCO	Community Ctr MicroTech Towels	38.67
Total ALSCO (917):		638.19
ARDURRA GROUP INC	reimbursement on old invoice, missed the Misc	4.10
ARDURRA GROUP INC	Final design and bid package for Jefferson ST E	1,638.75
Total ARDURRA GROUP INC (1390):		1,642.85
AXON ENTERPRISE	Tazer Contract	17,937.60
Total AXON ENTERPRISE (1059):		17,937.60
B & T FIRE EXTINGUISHERS	Annual Fire Extinguisher Maintenance	199.50
B & T FIRE EXTINGUISHERS	Used on a structure fire on South 9th; Refill with	107.00
Total B & T FIRE EXTINGUISHERS (43):		306.50
BADGER METER INC	Beacon Mobile Hosting OCT2025	327.60
Total BADGER METER INC (44):		327.60
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas OCT2025	359.51
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas OCT2025	541.77
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas OCT2025	1,113.61
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas OCT2025	200.58
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas OCT2025	953.16
BLACK HILLS ENERGY	Acct #3608165436 Natural Gas OCT2025	43.05
Total BLACK HILLS ENERGY (465):		3,211.68
CITY SERVICE VALCON	Jet Fuel - Airport	23,062.82
CITY SERVICE VALCON	100LL - Airport	20,295.66
Total CITY SERVICE VALCON (1146):		43,358.48
CNA SURETY	BOND TMM	100.00
Total CNA SURETY (112):		100.00
COMMUNICATION TECHNOLOGIES INC	Having ComTech try and get better Internet to th	440.00
COMMUNICATION TECHNOLOGIES INC	Radio Work	1,100.00

CITY OF LANDER

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Total COMMUNICATION TECHNOLOGIES INC (116):		1,540.00
COMMUNITY CENTER REFUNDS	Community Center Refund - CDS	500.00
COMMUNITY CENTER REFUNDS	Community Center Refund	500.00
Total COMMUNITY CENTER REFUNDS (1210):		1,000.00
CROELL INC	2 1/2" road base	2,602.19
CROELL INC	2 1/2" road base	885.53
CROELL INC	2 1/2" road base	1,235.22
Total CROELL INC (1452):		4,722.94
DOWL	Fremont Sewer Engineering	3,167.50
DOWL	Final services for Popo Agie River Pathway	86.93
Total DOWL (147):		3,254.43
EATON SALES & SERVICE	Parts and labor to fix the Jet A pump	2,242.77
Total EATON SALES & SERVICE (150):		2,242.77
ENGINEERING ASSOCIATES	Popo Agie subdivision engineering	242.28
Total ENGINEERING ASSOCIATES (1431):		242.28
FERGUSON ENTERPRISES INC	sewer parts	1,877.78
FERGUSON ENTERPRISES INC	10" caps and parts	1,649.70
FERGUSON ENTERPRISES INC	6" solid sleeves and fitting	2,165.94
FERGUSON ENTERPRISES INC	repair clamps	1,312.80
Total FERGUSON ENTERPRISES INC (553):		7,006.22
FREMONT COUNTY TREASURER	1/2 Property Tax Maven Bldg	13,077.43
FREMONT COUNTY TREASURER	Property Taxes - Sinks	1,336.36
FREMONT COUNTY TREASURER	OCTOBER JAIL BILL	5,390.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	20,670.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	686.25
Total FREMONT COUNTY TREASURER (190):		41,160.04
FREMONT MOTOR COMPANY	air inlet hose throttle body to air box	205.34
Total FREMONT MOTOR COMPANY (194):		205.34
FRONT RANGE FIRE APPARATUS LTD	spot light bulbs	276.50
FRONT RANGE FIRE APPARATUS LTD	valve	1,752.39
Total FRONT RANGE FIRE APPARATUS LTD (196):		2,028.89
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00
Total FRONTIER PROPERTY MAINTENANCE (1484):		925.00
HDR ENGINEERING INC	Const Mgmt for Gannett Peak TAP CD 21510	8,162.41
HDR ENGINEERING INC	Misc GIS and Modeling Work	3,102.50
HDR ENGINEERING INC	Buena Vista Final Plans	1,880.00

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Total HDR ENGINEERING INC (994):		13,144.91
HEALTH EQUITY	Admin Fees NOV2025	149.33
HEALTH EQUITY	Admin Fees NOV2025	149.32
HEALTH EQUITY	Admin Fees OCT2025	176.03
HEALTH EQUITY	Admin Fees OCT2025	176.02
Total HEALTH EQUITY (1502):		650.70
HIGH COUNTRY CONSTRUCTION	Lincoln Street Construction	477,057.65
Total HIGH COUNTRY CONSTRUCTION (1062):		477,057.65
HOMETOWN OIL	Fuel	311.49
Total HOMETOWN OIL (230):		311.49
HUGHEY AND PHILLIPS	2 - REIL Lights for Runway 4	9,447.50
Total HUGHEY AND PHILLIPS (1175):		9,447.50
L N CURTIS & SONS	Structure boots for new firefighter	563.75
Total L N CURTIS & SONS (276):		563.75
LANDER MEDICAL CLINIC	Employee Health Fair	6,554.00
Total LANDER MEDICAL CLINIC (292):		6,554.00
LANDER VALLEY TREE CARE	tree trimming	1,500.00
Total LANDER VALLEY TREE CARE (1095):		1,500.00
MASA	MASA JULY2025	456.00
Total MASA (1167):		456.00
MASTERCARD	LPD T-Shirts	465.00
MASTERCARD	LUNCH	15.93
MASTERCARD	PL566 Site Visit Lunch	164.36
MASTERCARD	Supplies	80.00
MASTERCARD	September 2025 2nd set of BacT samples	75.00
MASTERCARD	Fuel	33.41
MASTERCARD	Postage - Water	9.35
MASTERCARD	Phones - All depts	48.92
MASTERCARD	Phones - All depts	517.02
MASTERCARD	Phones - All depts	248.70
MASTERCARD	Phones - All depts	259.71
MASTERCARD	Phones - All depts	26.99
MASTERCARD	Phones - All depts	91.95
MASTERCARD	Supplies	2,028.00
MASTERCARD	pvc cement irrigation project	8.99
MASTERCARD	2 sawzall wood blades to take to Worthen Mead	15.46
MASTERCARD	valve work	50.00
MASTERCARD	Batteries for Key Fob	16.19
MASTERCARD	New digging bar and shovel, keys for Worthen	64.76
MASTERCARD	lodging for WRPA sheridan Kevin, Jason, and L	739.02
MASTERCARD	Supplies	33.98
MASTERCARD	Wasp spray and nitrile gloves for remote comm	28.99

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MASTERCARD	Acct #156821201 Spectrum Phone AUG2025	129.98
MASTERCARD	Acct #156821201 Spectrum Phone AUG2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone AUG2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone AUG2025	260.00
MASTERCARD	Acct #156821201 Spectrum Phone AUG2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone AUG2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone AUG2025	130.00
MASTERCARD	Spectrum Fiber SEPT2025	160.47
MASTERCARD	Spectrum Fiber SEPT2025	160.47
MASTERCARD	red marking paint	69.24
MASTERCARD	bits and bolts for Worthen valve	58.19
MASTERCARD	assorted supplies for parks	710.01
MASTERCARD	New firefighter keys	21.56
MASTERCARD	Emergency egress light supplies for LCCC	27.97
MASTERCARD	Supplies - Police	136.49
MASTERCARD	October 2025 1sr set of BacT samples	75.00
MASTERCARD	Trash bags and zip ties for control room	31.98
MASTERCARD	2 cases of dogipot smart litter pick up bags	625.98
MASTERCARD	Supplies - LCCC	258.95
MASTERCARD	pipe for sewer ponds	34.65
MASTERCARD	Food for Dispatch on DUI night	59.70
MASTERCARD	Black printer toner	66.45
MASTERCARD	AA batteries for supply cabinet	14.97
MASTERCARD	Yellow legal pads for office supply cabinet	27.99
MASTERCARD	AAA Batteries for supply cabinet	11.99
MASTERCARD	Note pads and bike storage hooks	27.98
MASTERCARD	Halloween Bulk Supplies for Main Street	244.13
MASTERCARD	hdmi docks	244.80
MASTERCARD	Halloween Candy for City Hall, Lander Police D	59.95
MASTERCARD	stainless cable clamps for sewer ponds	26.75
MASTERCARD	USB-C to ethernet adapters	37.94
MASTERCARD	Refund for defective UPS for network rack	259.92-
MASTERCARD	UPS battery backup for network rack at the wat	259.92
MASTERCARD	Printer ink cartridges for plant printer	553.94
MASTERCARD	Rack mount UPS for network switch	261.93
MASTERCARD	Fuel in Worland - Sheridan Travel	40.00
MASTERCARD	Trailer tags	135.47
MASTERCARD	Registration for training	600.00
MASTERCARD	1/2in pex line for pneumatic valve air supply and	92.04
MASTERCARD	Prof Fees - LCC	248.65
MASTERCARD	Advertising - Airport	438.00
MASTERCARD	BREAKFAST	17.15
MASTERCARD	AWS - Stacker	23.22
MASTERCARD	Supplies	112.00
MASTERCARD	New thermocouple for LCCC flat grill	26.80
MASTERCARD	Toner	113.89
MASTERCARD	Worked on Floc drive 3 that kept faulting out	240.00
MASTERCARD	Uniforms	297.48
MASTERCARD	Unifroms	84.93
MASTERCARD	Uniforms	89.43
MASTERCARD	Unifroms	221.98
MASTERCARD	Light for R1 - Invoice shows \$206.80 and was c	327.13
MASTERCARD	Bac t test for PCI at pronghorn lodge	15.00
MASTERCARD	Firefighter 1 books	320.69
MASTERCARD	Travel for Mattocks Training	336.30
MASTERCARD	Unifroms	52.99
MASTERCARD	Name Plate	23.48
MASTERCARD	APT Membership 2025-2026	159.00
MASTERCARD	Supplies	40.00
MASTERCARD	Dispatch Meeting	33.64

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MASTERCARD	Toners	577.46
MASTERCARD	Ladder and pruning tools for school zone lights	339.97
MASTERCARD	LPA Certification Registration	75.00
MASTERCARD	Replaced a small oxygen tank for welding trailer	29.67
MASTERCARD	Concrete bolts for Main Street light poles	315.96
MASTERCARD	Trash Removal SEPT2025	167.03
MASTERCARD	Trash Removal SEPT2025	182.14
MASTERCARD	Trash Removal SEPT2025	159.51
MASTERCARD	Trash Removal SEPT2025	1,037.08
MASTERCARD	Trash Removal SEPT2025	765.73
MASTERCARD	public notice for Jefferson Street RFP	486.22
MASTERCARD	DINNER	27.77
MASTERCARD	BREAKFAST	19.06
MASTERCARD	thank you to volunteer board members	112.55
MASTERCARD	Repurchase of Turbine oil, Oil pan, Oil dispense	404.56
MASTERCARD	Google Workspace SEPT2025	1,082.40
MASTERCARD	Google Workspace SEPT2025	1,082.40
MASTERCARD	Fraud Refund	6.99-
MASTERCARD	Fraud Refund	5.99-
MASTERCARD	Maintenance	525.13
MASTERCARD	Hot Chocolate mix for break room	17.94
MASTERCARD	Alarm Panel Batteries for LCCC	170.52
MASTERCARD	Embroider L1's vest	17.85
MASTERCARD	4 blade trailer wiring pigtail	8.39
MASTERCARD	unit number stickers	26.07
MASTERCARD	Shop Towels	23.98
MASTERCARD	sealant and bits for Worthen valve	17.47
MASTERCARD	batteries and goof off	60.36
MASTERCARD	September 2025 Wastewater Sampling	345.00
MASTERCARD	September 2025 Wastewater Sampling	172.00
MASTERCARD	September 2025 Wastewater Sampling	193.00
MASTERCARD	September wastewater samples	290.00
MASTERCARD	September 2025 Wastewater Sampling	463.00
MASTERCARD	September 2025 Wastewater sampling	233.00
MASTERCARD	September 2025 Wastewater Sampling	345.00
MASTERCARD	September 2025 Wastewater Sampling	345.00
MASTERCARD	Lead and Copper Samples for 356 N. 2nd and 9	114.00
MASTERCARD	Spectrum Phone AUG2025 Acct #8313 30 043	15.77
MASTERCARD	Spectrum Phone AUG2025 Acct #8313 30 043	131.13
MASTERCARD	Lumen-Century Link Phone SEPT2025	93.55
MASTERCARD	Lumen-Century Link Phone SEPT2025	216.77
MASTERCARD	Lumen-Century Link Phone SEPT2025	452.98
MASTERCARD	Lumen-Century Link Phone SEPT2025	132.36
MASTERCARD	Lumen-Century Link Phone SEPT2025	132.36
MASTERCARD	oil pressure switch	60.84
MASTERCARD	stock order	95.01
MASTERCARD	screw and washers	9.00
MASTERCARD	car wash, and electrical connector's	47.39
MASTERCARD	battery LPT-1	128.53
MASTERCARD	butane, tape, wire tie	24.62
MASTERCARD	v-belt	86.23
MASTERCARD	fuel filter's w-8	36.34
MASTERCARD	Turbine oil, Oil pan, Oil dispenser for 5 gal buck	474.32
MASTERCARD	Return of Turbine oil, Oil pan, Oil dispenser for	474.32-
MASTERCARD	CVT belt	90.97
MASTERCARD	wiring	197.49
MASTERCARD	tire patch/plug, bit, bracket, wrench	99.24
MASTERCARD	stock order	108.45
MASTERCARD	purple power x 2	44.98
MASTERCARD	Tpm Sensor	73.03

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MASTERCARD	brake clean, electrical tape, body hardware	228.58
MASTERCARD	1" meter adapters	163.56
MASTERCARD	Mail DUI kit L25-03331	7.85
MASTERCARD	Tow L25-00070	197.50
MASTERCARD	Utility Knife	17.99
MASTERCARD	Rebate related to Casper Travel	.64-
MASTERCARD	shipping wet test	161.15
MASTERCARD	shipping wet test	164.38
MASTERCARD	shipping wet test	160.48
MASTERCARD	anti-seize for Worthen valve	36.88
MASTERCARD	concrete bag mix	120.00
MASTERCARD	sack concrete, marking paint	44.66
MASTERCARD	e-coli testing for Sept. 2025	270.00
MASTERCARD	Supplies	54.96
MASTERCARD	wamcat dinner	15.00
MASTERCARD	RECORDS REQUEST POSTAGE	8.94
MASTERCARD	Travel -	271.20
MASTERCARD	Food for the crew working water break deep int	79.00
MASTERCARD	Travel	271.20
MASTERCARD	Test Transaction for Civic Plus Parks and Rec S	1.00
MASTERCARD	Test Transaction for Civic Plus Parks and Rec S	25.00
MASTERCARD	Test Transaction for Civic Plus Parks and Rec S	25.00-
MASTERCARD	Test Transaction for Civic Plus Parks and Rec S	1.00-
MASTERCARD	4in X 25ft suction hose for plant recycle pond cl	739.77
MASTERCARD	Valve keys for hose bibb at LCCC	23.38
MASTERCARD	2 Stroke, Stihl Pole Saw Repair. Carburetor, Ch	264.91
MASTERCARD	shaker screens and parts	3,145.06
MASTERCARD	Chemical Resistant gloves; Weed and Pest PP	346.34
MASTERCARD	Aug 2025 car wash bill	12.75
MASTERCARD	Special Event Insurance purchased through Teg	542.00
MASTERCARD	5 Cans of WASP spray	26.95
MASTERCARD	Security bit set to open cameras and screen cle	31.48
MASTERCARD	Paracord for u.v. room sump pump	17.09
MASTERCARD	Plexiglass sheet - Electronic Flushing Eye Cove	11.69
MASTERCARD	meter spuds	1,098.72
MASTERCARD	Vonage Phone - SEPT2025	825.24
MASTERCARD	Vonage Phone - SEPT2025	825.25
MASTERCARD	New 2025 Dog Lics	559.40
MASTERCARD	No bikes on Main Street Stickers for downtown f	128.00
MASTERCARD	Appointment - Scheduling Filler for Kevin G app	60.39
MASTERCARD	LUNCH	17.81
MASTERCARD	Painting materials for painting blind flange for cl	33.79
MASTERCARD	cable ties	36.86
MASTERCARD	Water valve key. 4-way. For high school x-count	11.69
MASTERCARD	Fasteners for valve at worthen dam and grease	138.72
MASTERCARD	Hoses for transfer pump	34.18
MASTERCARD	Testing registration for level 4 water treatment	106.00
Total MASTERCARD (327):		37,966.90
MES SERVICE COMPANY LLC	two new yellow helmets	904.79
Total MES SERVICE COMPANY LLC (336):		904.79
METRON FARNIER	Water Meter Replacement	19,048.93
Total METRON FARNIER (1451):		19,048.93
MIDCO DIVING & MARINE SERVICES INC	Diving Worthen Meadows to check structure int	11,532.00

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Total MIDCO DIVING & MARINE SERVICES INC (1521):		11,532.00
MISC ONE TIME VENDOR	PROJECT GRADUATION 2026	500.00
MISC ONE TIME VENDOR	FLYIN - PORTABLE RESTROOMS	750.00
Total MISC ONE TIME VENDOR (342):		1,250.00
MOTOROLA SOLUTIONS INC	Radio Mic's	1,124.68
MOTOROLA SOLUTIONS INC	Radio for new patrol vehicle L-20	6,485.10
Total MOTOROLA SOLUTIONS INC (1173):		7,609.78
NATIONAL OUTDOOR LEADERSHIP SCHOOL	1/2 Recipient	45,000.00
Total NATIONAL OUTDOOR LEADERSHIP SCHOOL (363):		45,000.00
NORCO INC	Acct #GT871 Cylinder Rental	99.60
Total NORCO INC (364):		99.60
ONE CALL OF WYOMING	dig tickets for Sept. 2025	88.15
Total ONE CALL OF WYOMING (374):		88.15
PATRICK CONSTRUCTION INC	miscellaneous pipe fittings	14,453.54
Total PATRICK CONSTRUCTION INC (385):		14,453.54
PAYMERANG LLC	Monthly Fee OCT2025 Acct#10076	100.00
PAYMERANG LLC	Monthly Fee OCT2025 Acct#10076	100.00
Total PAYMERANG LLC (1447):		200.00
PERFECT POWER INC	Trouble shoot jet a hose reel and replace push	458.02
PERFECT POWER INC	Jet A fuel pump work	482.22
Total PERFECT POWER INC (762):		940.24
PHAT FOAM INSULATION LLC	wb concrete repair	2,500.00
Total PHAT FOAM INSULATION LLC (845):		2,500.00
QUADIENT INC	Postage	1,000.00
QUADIENT INC	Supplies	525.13-
Total QUADIENT INC (1189):		474.87
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Police Chief Position	900.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Police Chief Position	900.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-11	26.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-11	26.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Sept. 23rd Minutes	247.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Overlook Dr. Lot	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - 190 Custer Lot Lines	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - MacFarlane Utilities	78.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-12	130.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-14	156.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-6	26.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-7	26.00

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RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-8	26.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-13	130.00
Total RANGER-JOURNAL-WIND RIVER NEWS (287):		2,749.00
REWORX	updating the .gov domain in airtable/stacker	1,800.00
Total REWORX (1347):		1,800.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney Work	1,054.50
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney Work	3,071.00
Total RIVER OAKS COMMUNICATIONS CORP (1402):		4,125.50
RIVERTON TIRE & OIL CO	tires	655.80
Total RIVERTON TIRE & OIL CO (431):		655.80
ROCKY MOUNTAIN POWER	Street Lighting	5,103.80
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2025	4,438.27
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2025	332.99
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2025	1,532.17
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2025	1,963.05
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2025	410.28
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2025	33.29
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2025	4,595.33
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 OCT2025	3,528.47
ROCKY MOUNTAIN POWER	Pole Relocation at City Park	2,891.00
Total ROCKY MOUNTAIN POWER (435):		24,828.65
STRIKE CONSULTING GROUP	5th Street Culvert Design	2,392.50
STRIKE CONSULTING GROUP	McFarlane Drive Final	4,821.25
STRIKE CONSULTING GROUP	Sewer Master Plan Field Work	2,170.00
STRIKE CONSULTING GROUP	Meter Project Engineering	1,740.00
STRIKE CONSULTING GROUP	MFPA Flood Design	25,586.50
Total STRIKE CONSULTING GROUP (1112):		36,710.25
TEAM LABORATORY CHEM LLC	mega bugs winter blend for ponds	3,287.00
Total TEAM LABORATORY CHEM LLC (493):		3,287.00
TEGELER AND ASSOCIATES	Insurance CH Dodge Durangos	898.00
Total TEGELER AND ASSOCIATES (933):		898.00
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
Total WALLER, TECIA (1333):		4,400.00
WAMCO LAB INC.	sewer ponds wet testing	2,200.00
Total WAMCO LAB INC. (548):		2,200.00
WARNE CHEMICAL & EQUIPMENT CO.	Spray handguns (2), 4 handgun swivels; spraye	639.36

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Total WARNE CHEMICAL & EQUIPMENT CO. (549):		639.36
WATER REFUNDS	REFUND - WATER - TAYLOR	177.38
WATER REFUNDS	REFUND - WATER - WHIPPLE	87.02
WATER REFUNDS	REFUND - WATER - MCGUIRE	190.76
Total WATER REFUNDS (552):		455.16
WESTERN LAW ASSOCIATES	Professional Services OCT2025	3,255.00
Total WESTERN LAW ASSOCIATES (559):		3,255.00
WESTERN PRINTING CO.	Utility Water Bills OCT2025	706.91
Total WESTERN PRINTING CO. (560):		706.91
WHITING LAW PC	October 2025 Attorney Services	1,015.00
Total WHITING LAW PC (564):		1,015.00
WILLIAM H SMITH & ASSOC	Lincoln Street Const Eng	32,072.50
WILLIAM H SMITH & ASSOC	Lincoln Street Materials Testing	3,805.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Redesign	3,180.00
WILLIAM H SMITH & ASSOC	South 9th and Baldwin Design	2,662.50
Total WILLIAM H SMITH & ASSOC (1058):		41,720.00
WYOMING MACHINERY CO.	Service call	591.62
Total WYOMING MACHINERY CO. (610):		591.62
WYOMING RENTS LLC	Lift for Lights at Ball Field	2,080.00
Total WYOMING RENTS LLC (782):		2,080.00
WYOMING RETIREMENT SYSTEM	Firefighter retirement system	693.75
Total WYOMING RETIREMENT SYSTEM (614):		693.75
Grand Totals:		929,566.15

Report GL Period Summary

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

October 31, 2025 Net Payroll
\$ 253,606.63

Transmittals	
Aflac	\$ 467.29
Child Support	\$ 1,554.50
Colonial Life	\$ 232.55
Payroll Taxes	\$ 87,717.15
Fascorp - Deferred Comp	\$ 7,340.00
NCPERS - Prudential Life	\$ 128.00
Trustmark Insurance Benefits	\$ 379.66
WEBT - WY Educators Benefit Trust (Health Ins.)	\$ 87,268.49
Workers Comp	\$ 5,449.17
Wyoming Retirement System	\$ 64,753.72

Part time employee gross wages by department for the pay period 9/19/2025 – 10/18/2025

Cemetery = \$5,267.00

City Hall = \$700.00

Municipal Court = \$1,152.90

Parks - \$4,265.00

Police = \$1,232.00

Weed & Pest = \$2,904.00

ORDINANCE 2025-11

AN ORDINANCE REZONING POPO AGIE RIVER PARK ADDITION From R-3 Single and Multi-Family Residential District to PL- Public Lands

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

Popo Agie River Park Addition, Tract 1, within the City of Lander, Fremont County Wyoming, and

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

WHEREAS, the planning commission reviewed the Subdivision Plat, including the Rezoning request, on September 18, 2025, at a public hearing and found the request to be in concert with the adopted 2025 Master Plan and the adopted 2025 Parks and Recreation Master Plan and therefore recommends approval of the rezoning by a unanimous vote; and

WHEREAS, the Governing Body of the City of Lander, Wyoming conducted a public hearing on the first reading of this ordinance October 14, 2025, in accordance with City Code Section 4-8-5 on the requested changes to the subdivision and zoning map as described herein and as shown on Exhibit “A”; and,

NOW THEREFORE, BE IT ORDAINED that the Governing Body of the City of Lander, Wyoming approves the requested rezoning for the property legally described above from R-3 Single and Multi-Family Residential District to PL- Public Lands District as illustrated on Exhibit “A” attached hereto and incorporated herein.

BE IT FURTHER ORDAINED, that 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 and be reflected on the City of Lander District Zoning Map.

PASSED ON FIRST READING OCTOBER 14, 2025

PASSED ON SECOND READING OCTOBER 28, 2025

PASSED ON THIRD READING

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the _____ day of _____, 2025.

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

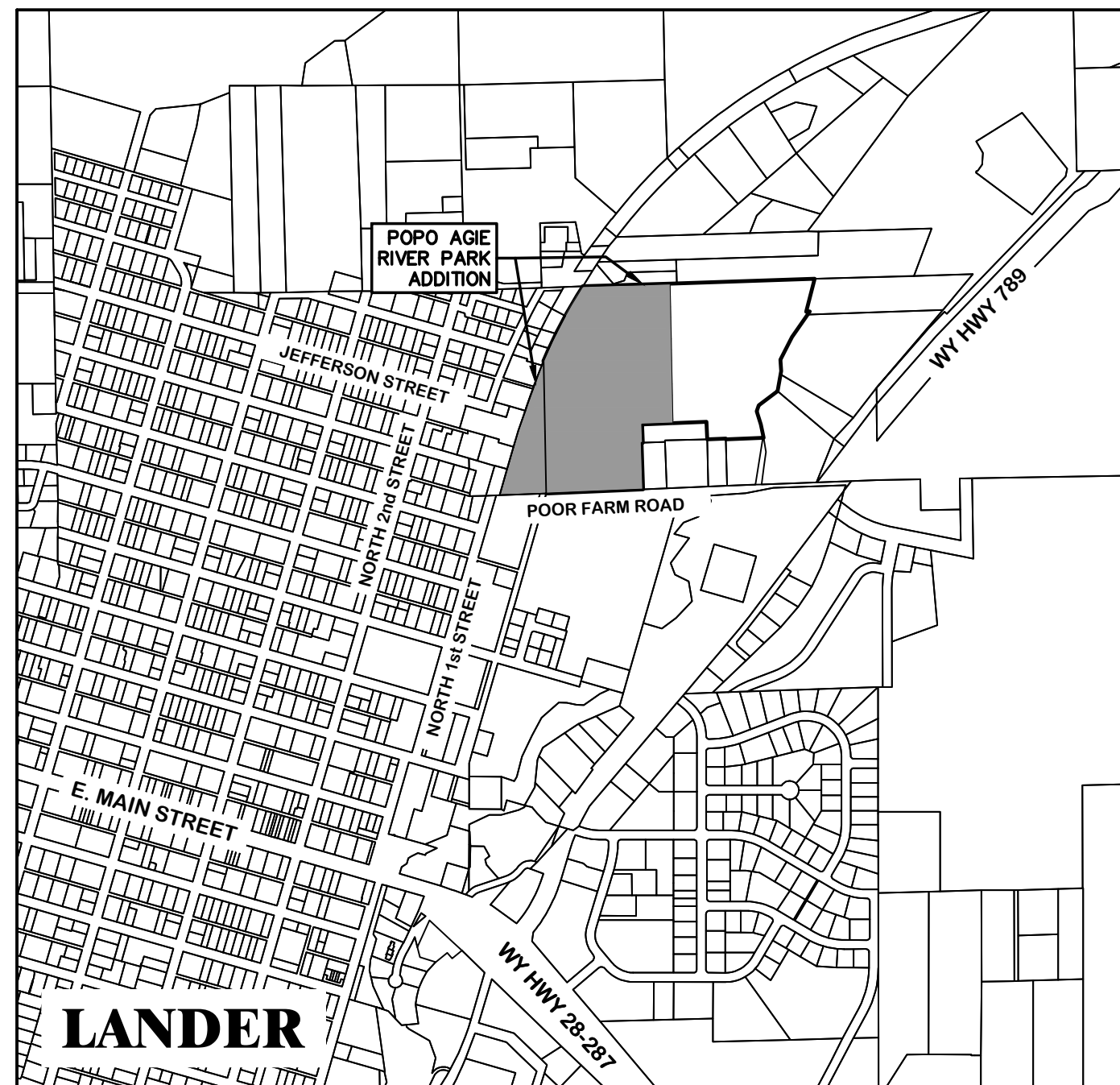
STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on following passage, adoption and approval of Ordinance 2025-11, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____, 2025.

Rachelle Fontaine, City Clerk

POPO AGIE RIVER PARK ADDITION



POPO AGIE RIVER PARK LOCATION MAP
SCALE: 1"=1000'

**CITY OF LANDER
CITY ENGINEER CERTIFICATE**

This Plat approved by the City of Lander, City Engineer
this_____day of_____, 2025.

Lance Hopkin, P.E.

**CITY OF LANDER
PLANNING COMMISSION CERTIFICATE**

This Plat approved by the City of Lander Planning Commission
this_____day of_____, 2025.

Zach Mahlum, Chair

**LANDER CITY
COUNCIL CERTIFICATE**

This Annexation Plat approved by the City Council of Lander, Wyoming
this_____ day of_____, 2025.

Missy White, Mayor

Rachelle Fontaine, City Clerk

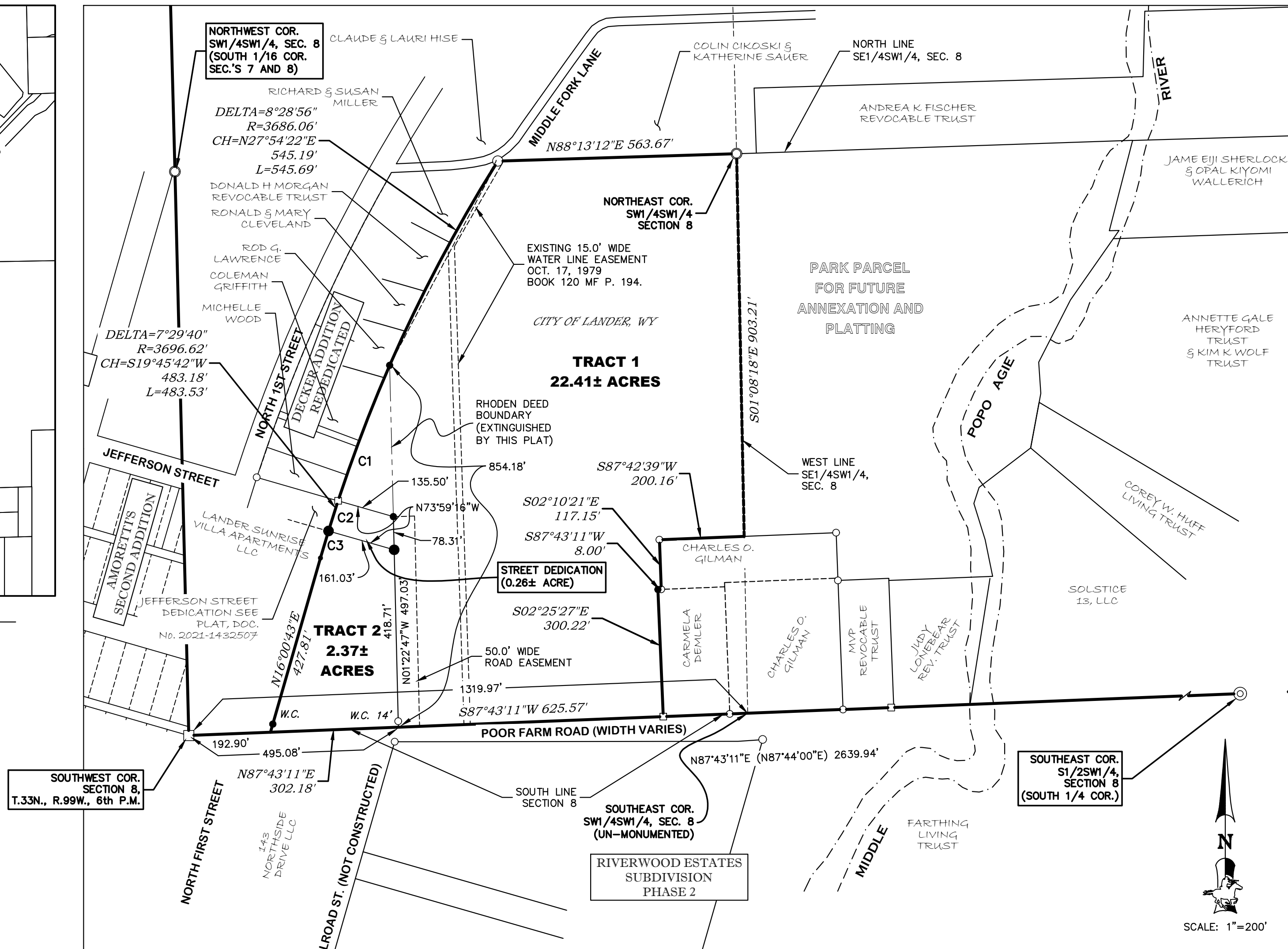
CLERK AND RECORDER'S CERTIFICATE

This plat was filed in the office of Clerk and Recorder of
Fremont County at_____o'clock_M., on the_____day
of_____, 2025, and is duly recorded in Plat
Cabinet_____, page_____,
Document No._____.

Julie Freese
County Clerk and Recorder

Signature
Deputy County Clerk and Recorder

Printed Name



LEGEND

- - 2" DIA. ALUMINUM CAP AND 5/8"x24" REBAR SET, INSCRIBED PLS 8972
- - 1-1/2" DIA. ALUMINUM CAP AND 5/8"x24" REBAR SET, INSCRIBED PLS 8972
- ⊙ - EXISTING 2" DIA. BRASS CAP MONUMENT
- - EXISTING 2-1/4" IRON PIPE MONUMENT (DESCRIBED AS BRASS CAP IN SURVEY RECORDS)
- - EXISTING 1-1/2" DIA. REBAR
- - EXISTING ALUMINUM CAP
- - EXISTING REBAR MONUMENT
- - MONUMENT OF RECORD (ACCESS RESTRICTED TO SURVEY)
- () - DENOTES BEARING RELATIVE TO RECORD BASIS OF BEARING, USING SOUTH LINE OF SW1/4, SEC. 8 AS BASIS REFERENCE LINE

SURVEYOR'S CERTIFICATION

STATE OF WYOMING } S.S.
COUNTY OF FREMONT }

I, Thomas A. Johnson, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of Popo Agie River Park Addition, City of Lander, State of Wyoming containing 25.04 acres more or less; that this plat was prepared from an accurate survey of said property made by me and under my supervision and all monuments have been indicated hereon and all data shown from which to make future resurveys.

In witness whereof I have set my hand and seal this_____day of_____, 2025.

Thomas A. Johnson, PLS No. 8972

NOTES

- PUBLIC ACCESS TO THE POPO AGIE RIVER PARK TO BE VIA MIDDLE FORK LANE, POOR FARM ROAD AND A FUTURE EXTENSION OF JEFFERSON STREET AS SHOWN HEREON.
- SOME ELEMENTS OF THIS MAP ARE FROM PUBLICLY AVAILABLE GIS DATA (SHAPEFILES)
- A SURVEY, DATED AUGUST 25, 2020, BY DAN HART AND ATTACHED TO THE WARRANTY DEED DOCUMENT NO. 2021-1434288 WAS REFERENCED FOR THIS PLAT.
- THE BASIS OF BEARING FOR THIS SURVEY IS NAD83 WYOMING STATE PLANE COORDINATE SYSTEM, WEST CENTRAL ZONE. THE RECORD BASIS OF BEARING NOTED HEREON IS AS USED BY HART IN 2020 AND IS RELATIVE TO A BEARING OF S87°44'W BETWEEN THE SOUTH 1/4 CORNER AND THE SOUTHWEST CORNER OF SECTION 8.
- SURFACE WATER RIGHTS FOR THIS PROPERTY ARE RECORDED WITH THE WYOMING STATE ENGINEERS OFFICE, REFERENCE PERMIT No. T-1260.0, PROOF 1260, WITH PRIORITY DATE OF 12/31/1873. REFERENCING 50 ACRES, AND 0.71 C.F.S. OF ADJUDICATED RIGHT.
- THE LAND CONVEYANCE FROM CHRISTOPHER B. FIELD TO THE CITY OF LANDER IS EVIDENCED BY TWO DOCUMENTS, THE MOST RECENT BEING A CORRECTIVE WARRANTY DEED DOC. No. 2022-144011, WHICH STATES THE REQUIREMENT: "FOR THE USE AND BENEFIT OF THE PUBLIC FOR PURPOSES OF OUTDOOR RECREATION". AN EARLIER RECORDED DOCUMENT OF IMPORTANCE IS W.D. DOC. No. 2021-1434288 WHICH CONTAINS A MORE LEGIBLE SURVEY MAP. THE SUBJECT PARCEL IS THE SAME IN BOTH DOCUMENTS.

CERTIFICATE AND DEDICATION OF TITLE

Know all men by these presents that The City of Lander, Fremont County, Wyoming is the owner in fee simple of all that property described as follows:

A tract of land located in the South half of the Southwest Quarter (S1/2SW1/4), Section 8, Township 33 North, Range 99 West, Sixth Principal Meridian, Fremont County, Wyoming, more particularly described as follows:

Beginning at a point on the south line of said S1/2SW1/4 that bears N87°43'11"E, a distance of 495.08 feet from the southwest corner of said Section 8; thence proceed N01°22'47"W, a distance of 854.18 feet to a point on a curve and a point of the easterly right-of-way line of the former Chicago and Northwestern Railroad; thence northeasterly along a curve to the right, or concave easterly, 545.69 feet, said curve having a radius of 3686.06 feet, a central angle of 8°28'56", and a chord that bears N27°54'22"E 545.19 feet; thence N88°13'12"E, along the north line of the SW1/4SW1/4, said Section 8, 563.67 feet to the northeast corner of the SW1/4SW1/4, said Section 8; thence S01°08'18"E, along the east line of said SW1/4SW1/4, 903.21 feet; thence S87°42'39"W 200.16 feet; thence S02°10'21"E 117.15 feet; thence S87°43'11"W 8.00 feet; thence S02°25'27"E 300.22 feet more or less to the south line of said SW1/4SW1/4; thence S87°43'11"W, along said south line, 625.57 feet to the point of beginning of this description.

And that Whesley Rhoden is the owner in fee simple of all that property described in a Warranty Deed recorded in the office of the Fremont County Clerk and Recorded as Document No. 2018-1402971, and described in said Warranty Deed as follows:

That part of the SW1/4SW1/4, Section 8, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows: Beginning at Corner No. 1 of this tract, a point on the south line of said Section 8, which point bears N. 87°45' E. a distance of 192.90 feet from the Southwest corner of said Section 8, and proceeding thence along the South line of said Section 8, N. 87°45' E. a distance of 302.06 feet, more or less, to Corner No. 2, thence proceeding N. 01°19.5' W. a distance of 854.10 feet, more or less to Corner No. 3, which is on the Easterly right-of-way line of the C.&N.W. Railroad, around a 1°33' curve to the left, for a distance of 483.5 feet, more or less, to Corner No. 4, which is the point of curvature of said 1°33' curve (the chord from Corner No. 3 to Corner No. 4 is S. 19°48.5' W. 483.18 feet); thence continuing along the easterly right-of-way line of the C.&N.W. Railroad, S. 16°03.5' W. a distance of 427.8 feet, more or less, to Corner No. 1, which is the point of beginning hereinbefore described.

Said owners do hereby certify that the foregoing plat designated as Popo Agie River Park Addition is accurately described hereon. That this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the owners and proprietors, and that this is a correct plat of the area as it is divided into Tracts, roads and easements, and

That the owners of the land shown and described on this plat do hereby dedicate to the City of Lander, and its licensees for perpetual public use of all roads, easements and other public lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use.

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

Drainage easements as designated on this plat are hereby dedicated to the City of Lander and its licensees for public use to accommodate the flow or storage of storm waters and shall be kept free of all structures and other impediments.

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

Witness my hand this_____day of_____, 2025.

Attest:

Missy White, Mayor

Rachelle Fontaine, City Clerk

STATE OF WYOMING } S.S.
COUNTY OF FREMONT }

This Instrument was acknowledged before me on_____, 2025.
Witness my hand and official seal.

Notary Public

My commission expires

Witness my hand this_____day of_____, 2025.

Wesley Rhoden, Landowner

STATE OF WYOMING } S.S.
COUNTY OF FREMONT }

This Instrument was acknowledged before me on_____, 2025.
Witness my hand and official seal.

Notary Public

My commission expires

**POPO AGIE RIVER PARK
ADDITION
TO THE CITY OF LANDER**

LOCATED IN:
THE SW1/4SW1/4, SECTION 8,
T.33N., R.99W., 6th P.M.,
FREMONT COUNTY, WYOMING



ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
4450 SKYLANE AVE, RIVERTON, WY 82501, (307) 463-3446

JOB No. 24902.02
FIELD BK. No. RIV-1
SHEET 1 OF 1

PLOT DATE:
9/8/2025 9:01 AM

ORDINANCE NUMBER ____2025-12
AN ORDINANCE GRANTING A FRANCHISE TO NORTHERN ARAPAHO
TRIBAL INDUSTRIES, INC., D/B/A WIND RIVER INTERNET, ON BEHALF OF
ITSELF AND ITS AFFILIATES TO OPERATE AND MAINTAIN A
TELECOMMUNICATIONS SYSTEM IN THE CITY OF LANDER, WYOMING

The City hereby ordains that it is in the public interest to grant Northern Arapaho Tribal Industries, Inc., d/b/a Wind River Internet and its affiliates (collectively “Wind River”) a Franchise to operate a System pursuant to the terms and conditions contained herein.

FINDINGS

In review of Wind River, the City of Lander, Wyoming (“City”) makes the following findings:

Wind River’s technical ability, financial condition, legal qualifications, and character were considered in a full public proceeding after due notice and a reasonable opportunity to be heard;

Wind River’s plans for operating a Telecommunications System (“System”) were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and

The Franchise granted to Wind River by the City complies with the existing laws and regulations of the City.

Section 1) Grant of Franchise. The City hereby grants to Wind River the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its, wires, conduits, conductors, cables and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, roadways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City (“Right-of-Way” or “Rights-of-Way”), for the purpose of providing telecommunications services to the City’s inhabitants (hereinafter “Franchise”). The Franchise area is defined as the area within the legal boundaries of the City.

Section 2) Acceptance by Wind River. Within sixty (60) days after the passage of this Ordinance by the City, Wind River shall file a signed copy thereof with the City Clerk; otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3) Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for five (5) years (“Initial Term”). At the end of the Initial Term, this Franchise will renew for subsequent twelve (12) month periods (“Renewal Term”) until either Party provides written notice of its intent to terminate at least thirty (30) days prior to the expiration of the current Renewal Term. The Initial Term and Renewal Term may be collectively referred to as the “Term”.

Section 4) Franchise Fee. As of the effective date of this Franchise, Wind River will pay the City a Franchise Fee of three percent (3%) of revenues received for the provision of local telecommunication services within the City calculated based upon Wind River’s gross revenues (for the services in Appendix A hereto) generated by the System (the “Franchise Fee”). Payment shall be made quarterly within thirty (30) days after the last day of the quarter to which the payment applies during the Term of this Franchise.

Section 5) Obligation in Lieu of Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction or applicable law, the Franchise Fee provided for herein shall be adjusted in accordance with applicable laws, provided the terms are applied on a competitively neutral and nondiscriminatory basis for similarity situated users of the rights of way. Further, to the extent allowed by law, Wind River shall collect the alternative amounts agreed upon through a surcharge upon Utility Service provided to City residents and businesses who are customers of Wind River.

Section 6) Remittance of Franchise Fee.

6.1 Correction of Franchise Fee Payments. In the event that either the City or Wind River discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. If the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error; otherwise, the error shall be corrected and adjustments applied in the next monthly payment following discovery. However, if the error results in an overpayment of the Franchise Fee to the City, and said overpayment is in excess of Five Thousand Dollars (\$5,000.00), credit for the overpayment shall be adjusted in the successive monthly payments; provided that if such period would extend beyond the Term of this Franchise, Wind River may elect to require the City to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All franchise fee underpayments shall be corrected in the next monthly payment following discovery, together with interest computed at the rate set by the Public Service Commission for customer security deposits held by Wind River, from the date when due until the date paid. In no event shall either party be required to fund or refund any overpayment or underpayment which occurred more than five (5) years prior to the discovery of the error.

6.2 Audit of Franchise Fee Payments.

- A) Every five (5) years commencing at the end of the Initial Term of this Franchise, the City may, upon written notice to Wind River request that Wind River conduct an internal audit to investigate and determine the correctness of the franchise fees paid to the City. Such audit shall be limited to the previous two (2) calendar years, or as otherwise requested by the City. Within sixty (60) days following the City’s written request, Wind River shall provide a written report to the City Clerk containing the audit findings.
- B) If the City disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit, and Wind River shall cooperate, including but not necessarily limited to, providing the City’s auditor with all information reasonably necessary to complete the audit or by making such information available via email within a reasonable time thereafter for review by the City.
- C) If the results of a City audit conducted pursuant to subsection 6.2(B) conclude that Wind River has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City and interest, Wind River shall also pay all reasonable costs of the City’s audit.
- D) This Franchise Fee relates only to the permission to use a public Right-of-Way under the terms and conditions set forth. The Franchise Fee shall not relieve Wind River from compensating the City to the extent that City permits are otherwise required in accordance with applicable law. The Franchise Fee is separate and apart from permit fees and any amounts collected for taxes or surcharges paid to federal, state, or local governments.

6.3 Fee Disputes. Either party may challenge any written notification of error as provided for in this Franchise by filing a written notice to the other party. The other party shall respond to any written notice of error within thirty (30) days from such other party’s receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party’s challenge. The parties shall make good faith efforts to resolve any such challenge and to provide such reasonable documentation to support any such written notification of error.

Section 7) Records Inspection. Wind River shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Wind River can reasonably make such available. Subject to applicable laws, any information that is provided to the City and that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to Wind River following review. The City will not make copies of such information. Subject to applicable law, neither the City nor Wind River shall be required to publicly disclose information which is proprietary or confidential

in nature, absent an appropriate order from a court or agency of competent jurisdiction. The City agrees to treat any information disclosed by Wind River as confidential pending a contrary determination, and only to disclose to its employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law. The City agrees to notify Wind River in writing if the City receives a request to disclose confidential information, so that Wind River may take appropriate action to protect its interest.

Section 8) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself or any other entity. The City, however, shall not unreasonably interfere with Wind River’s Facilities or the rights granted Wind River herein.

Section 9) City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 10) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the City, the City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Wind River of its Facilities. Wind River shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage, attorneys’ fees, costs and expenses of whatsoever kind or nature on account of Wind River’s use of the Right-of-Way, except to the extent arising out of the negligence or willful misconduct of the City.

Section 11) Insurance Requirements.

11.1 Wind River will maintain in full force and effect for the Term of the Franchise, at Wind River’s expense, the following insurance coverage:

- A) Workers’ Compensation and Employers Liability Insurance. Wind River shall provide to the City proof of workers’ compensation coverage for all its employees who are to work on the Facilities within the Right-of-Way. Wind River’s coverage shall be under the Wyoming Workers’ Compensation program, if statutorily required, or such workers’ compensation insurance as appropriate. Wind River’s insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000) per employee for each accident or disease. Wind River shall also supply to the City proof of workers’ compensation and employer’s liability insurance for any contractor or subcontractor before allowing that contractor or subcontractor on the job site.
- B) Commercial General Liability Insurance. Wind River shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate.
- C) Business Automobile Liability. Wind River shall maintain, during the entire Term, automobile liability insurance for owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence.

11.2 Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Term. All policies shall be primary and not contributory. Wind River shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.

11.3 City as Additional Insured. All insurance policies required hereunder, except workers’ compensation, shall name the City as an additional insured, and shall contain a waiver of

subrogation against the City, its agents and employees. Wind River shall provide a copy of an endorsement providing this coverage.

11.4 City’s Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

Section 12) Maps and Installation of Wind River’s Facilities.

12.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

12.2 Wind River shall provide to the City upon written request of Wind River such as-built maps and drawings as the City may reasonably request, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City’s Geographical Information System (“GIS”). Wind River shall also provide as-built maps and drawings to City staff, when specifically requested. Facilities plans shall be filed within ninety (90) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to Wind River’s Facilities in the City. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.

12.3. Wind River shall, prior to commencing new construction (which involves disturbance of the Right-of-Way) or major reconstruction work in public Right-of-Way or other public places, apply for a permit from the City at Wind River’s expense, which permit shall not be unreasonably withheld, conditioned or delayed. Wind River will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Wind River shall not be obligated to obtain a permit beforehand to perform emergency repairs to its Facilities but shall be required to contact the City prior to making any such repairs or reasonably soon thereafter following any need to restore Wind River’s services. Permits shall not be required for routine maintenance or repair; however, permits shall be pulled after completion of emergency repairs so that the City will have a record of such work. All contractors and subcontractors of Wind River shall also be required to pull permits at their expense, as provided above, except for routine maintenance or repairs.

12.4 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located and agreed upon so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

12.5 If, during the course of work on its Facilities, Wind River causes damage to or alters the Rights-of-Way or other public property, Wind River shall replace and restore such Rights-of-Way or public property at Wind River’s sole cost and expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

12.6 Before installation of new underground facilities or replacing existing underground facilities, Wind River shall first notify the City and may allow the City, at its own expense, to either share the trench for laying of its own facilities to the extent feasibly possible or provide a price for adding empty conduit to the extent feasibly possible, provided that such action will not unreasonably delay Wind River’s project completion or increase Wind River’s construction costs.

12.7 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, replacing or relocating its sewers, streets, water mains, sidewalks, or other public property.

12.8 In areas where all other utility lines are placed underground, Wind River shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, Wind River shall contact the City to determine if Wind River will be allowed to install its Facilities aerially, or above ground.

12.9 Wind River shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

12.10 To promote efficiencies, Wind River shall coordinate its work in the Rights-of-Way with the City and other users of the Rights-of-Way.

12.11 During construction in the Rights-of-Way, Wind River shall obtain bonds, such as generally applicable construction bonds, in accordance with the City’s ordinary policies and procedures to cover remedial work and restoration of the Rights-of-Way.

Section 13) Relocation of Facilities.

13.1 Relocation for the City. The City agrees to provide Wind River with as much advance written notice of any requirement for the City to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove Wind River’s Facilities for a public purpose. Weather permitting, Wind River shall, upon receipt of advance written notice of not less than thirty (30) days or such reasonable period of time that the Parties may agree, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Wind River property located in the Rights-of-Way when required by the City consistent with its police powers. Wind River shall be responsible for any costs associated with these obligations to the extent required under applicable federal, state or local law.

13.2 Relocation for a Third Party. Wind River shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Wind River property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Wind River is given advance written notice of not less than one hundred twenty (120) days. In said situation, Wind River will require advance payment of the costs.

13.3 Alternatives to Relocation. Wind River may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The City shall promptly evaluate such alternatives and advise Wind River in writing if one or more of the alternatives are suitable. If requested by the City, Wind River shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by Wind River full and fair consideration. In the event the City determines there is no reasonable alternative, Wind River shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Wind River shall in all cases have the right to abandon the Facilities and convey title to the City.

Section 14) Vegetation Management. Wind River shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Wind River; instead, this right gives permission to Wind River should Wind River elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

Section 15) Renewal. At least one hundred twenty (120) days prior to the expiration of the Term, Wind River and the City shall meet, using best faith efforts, to begin negotiating Franchise renewal.

Section 16) Revocation of Franchise for Non-Compliance.

16.1 In the event the City believes that Wind River has not complied with the terms of this Ordinance, the City shall informally discuss the matter with Wind River. If these discussions do not lead to resolution of the problem, the City shall notify Wind River in writing of the exact nature of the alleged non-compliance.

16.2 Wind River shall have thirty (30) days from receipt of the written notice described in subsection 16.1 to either respond to the City, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the City of the steps being taken and the projected date that the steps will be completed.

16.3 In the event that Wind River does not comply with subsection 16.2, above, the City shall schedule a public hearing to address the asserted non-compliance issue. The City shall provide

Wind River at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

16.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 16.3, determines that Wind River is non-compliant with this Ordinance, the City 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 equitable relief; or
- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 16.5, below.

16.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to Wind River. Wind River shall have thirty (30) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at another public hearing. The City shall cause to be served upon Wind River, at least thirty (30) additional days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Wind River an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Wind River may appeal the City’s determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within thirty (30) days of the issuance of the City’s determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

Section 17) No Waiver of Rights. Neither the City nor Wind River shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasion to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert or take any position as to the legality or appropriateness of any provision in this Ordinance that it believes is inconsistent with federal or state law, as may be amended.

Section 18) Transfer of Franchise. Wind River’s right, title or interest in the Franchise and Facilities shall not be sold, transferred or assigned, or otherwise encumbered without written permission from the City, except for a transfer or assignment to an entity that purchases all or substantially all of Wind River’s assets located in Fremont County, any entity that acquires a majority of the equity interests in Wind River or a direct or indirect parent company of Wind River, any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving Wind River or any of its direct or indirect parent companies or any sale, transfer, assignment, or encumbrance to an entity controlling, controlled by, or under common control with Wind River, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of Wind River in the Franchise or Facilities to secure indebtedness.

Section 19) Amendment. At any time during the Term of the Franchise, the City or Wind River may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendments. No amendment may be adopted without mutual written agreement of the Parties.

Section 20) Force Majeure. Neither party shall be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by epidemics, pandemics, acts of terrorism, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or fiber cut or other damage or event that is reasonably beyond that party’s ability to anticipate or control. This section also covers work delays caused by waiting for utility providers to service or

monitor their utility poles on which Wind River’s Facilities or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 21) Change of Law. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes Wind River’s or the City’s rights or obligations under this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then Wind River and the City, by providing written notice to the other party, each shall have the right to request that affected portions of this Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within thirty (30) days thereafter. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the City or Wind River may file an action with any court of competent jurisdiction to conform the Franchise to the new law, regulation or order.

Section 22) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or (b) within five (5) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below:

The City of Lander
240 Lincoln Street
Lander, WY 82520
Attention: City Clerk

Northern Arapaho Tribal Industries, Inc.
d/b/a Wind River Internet
Fiber Administrator
1100 W Main Street
Riverton, WY 82501

Section 23) Retention of Governmental Immunity by the City. By entering into this Franchise, the City does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this Franchise.

Section 24) Limited Waiver of Sovereign Immunity. Wind River is a business enterprise of Northern Arapaho Tribal Industries, Inc. (“NATI”), a tribal corporation of the Northern Arapaho Tribe, and is wholly owned by said Tribe. NATI hereby specifically and unequivocally provides a limited waiver of its sovereign immunity from an action or suit, either in tort or in contract or any other theory of law or equity, and hereby consents to being named as a party to any litigation between itself and the City pertaining to the obligations of NATI under this Franchise. NATI further waives its sovereign immunity from an action or suit, either in contract or tort or any other theory of law or equity, for any actions or operations conducted within the City limits and hereby waives any defenses to an action or suit that they may have based upon the theory of sovereign immunity. This waiver is given pursuant to the authority granted in Section 5.3 (l) of the charter issued to NATI by the Northern Arapaho Tribe, and NATI hereby agrees to pass a resolution waiving sovereign immunity as provided herein and as required by such section of the charter. NATI only offers a limited waiver of sovereign immunity as to NATI and its assets, but NATI is not authorized to waive the Northern Arapaho Tribe’s sovereign immunity in relation to the tribal government, its assets, and governmental employees, agents, and officials, however, any such limited waiver by NATI is effective. This Section is the only limited waiver of sovereign immunity within this Franchise and no other language or provision shall be interpreted as either an express or implied waiver of the sovereign immunity of Wind River, NATI, or the Northern Arapaho Tribe.

Section 25) No Third-Party Beneficiaries. This Franchise is entered into by the parties for their benefit, and is not intended to be for the benefit of any other third party or entity.

Section 26) Headings. The headings of the sections and subsections are inserted for convenience of reference only and shall not affect the interpretation or meaning of the text herein.

Section 27) Severability. If any section, subsection, paragraph or sentence hereof is for any reason determined to be illegal, invalid, or unenforceable by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, subsection, paragraph or sentence hereof, all of which will remain in full force and effect for the Term of the Franchise.

Section 28) Venue. Venue for any judicial dispute between the parties shall be in State Court in Lander, Wyoming or the United States District Court for the District of Wyoming in Lander.

Section 29) Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 30) Effective Date. This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Lander.

APPROVED on 1st Reading this ____28 day of October, 2025.

APPROVED on 2nd Reading this____ day of _____, 2025.

APPROVED on 3rd Reading this ____ day of _____, 2025,

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the ____ day of _____, 2025.

THE CITY OF LANDER
A Municipal Corporation

By:_____
_____, Mayor

ATTEST:

_____, City Clerk

NORTHERN ARAPAHO TRIBAL INDUSTRIES,
INC., D/B/A WIND RIVER INTERNET
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, following passage, adoption and approval of Ordinance 2025-12, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

Rachelle Fontaine, City Clerk

APPENDIX A

CALCULATION OF FRANCHISE FEES

Local telecommunications services provided by Wind River to Wind River’s customers within the City are subject to the Franchise Fees outlined in this Agreement. This list of gross revenues for Franchise Fees is for illustrative purposes only and not all-inclusive.

- Business Local Access, including Flat Rate, Multiparty, and Extended Area Service
- Residential Local Access, including Flat Rate, Multiparty, and Extended Area Service
- Local Access Trunks
- Local Exchange Installation, Upgrade, Late Fees and Disconnection Fees
- Session Initiated Protocol Trunking
- Hosted Voice Services
- Business Measured Usage Local Access Service
- Flat Usage Local Access Trunks
- Low Income Telephone Assistance Program Local Access
- Measured Rate Local Access Trunk Usage
- Message Rate Local Access Trunk Usage
- Public Access Line (PAL) Service
- Residential Measured Usage

The following is a listing of revenue categories not included in the calculation of Franchise Fees:

- Utility taxes
- Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks
- Revenue from directory advertising
- Bad debt write-offs and customer credits;
- Non-sufficient funds charges;
- Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
- Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
- Any franchise fees that are not chargeable per federal or state law;
- Revenues from any carrier purchased for resale; and
- Revenues from private-line services not for local access.

ORDINANCE 2025-14

AN ORDINANCE AMENDING SECTION 7-10-1 – 7-10-6
TOBACCO PRODUCTS – AGE REQUIREMENTS
WITHIN THE CITY OF LANDER

NOW THEREFORE, be it ordained by the Governing Body of the City of Lander, Fremont County, Wyoming:

SECTION 1: 7-10-1. Tobacco Products - Definitions.

- a) As used in this article:
 - (i) "Tobacco products" means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, electronic cigarettes, snuff, chewing tobacco or dipping tobacco;
 - (ii) "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses tobacco products.
 - (iii) "Electronic cigarettes" means a product that employs any mechanical heating element, battery or electronic circuit, regardless of shape or size, that can be used to deliver doses of nicotine vapor by means of heating a liquid nicotine solution contained in a cartridge or other delivery system.

7-10-2. Tobacco Products - Prohibited Sales or Delivery.

- a) No person shall sell, offer for sale, give away or deliver tobacco products to any person under the age of ~~eighteen (18)~~ **twenty-one (21)** years.
- b) Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine in accordance with the Lander Municipal Court Bond Schedule. *(Section 7-10-2(b) amended by Ordinance 1193 11/10/15)*
- c) It is an affirmative defense to a prosecution under subsection (a) of this section that:
 - (i) In the case of a sale, the person who sold the tobacco product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the tobacco product as being over ~~eighteen (18)~~ **twenty-one (21)** years of age; or
 - (ii) The tobacco product was given or delivered to the person under ~~eighteen (18)~~ **twenty-one (21)** years of age by his parent or guardian and the tobacco product was given or delivered to the person for use in the privacy of his parent's or guardian's home or under the direct supervision of the parent or guardian.

7-10-3. Tobacco Products - Posted Notice Required; Location of Vending Machines.

- a) Any person who sells tobacco products shall post signs informing the public of the age restrictions provided by this article at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of tobacco products to persons under ~~eighteen (18)~~ **twenty-one (21)** years of age is prohibited by law.
- b) No person shall sell or offer tobacco products through a vending machine unless the vending machine is located in:
 - (i) Businesses, factories, offices or other places not open to the general public;
 - (ii) Places to which persons under the age of ~~eighteen (18)~~ **twenty-one (21)** years of age are not permitted access; or

(iii) Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under **twenty-one (21)** ~~eighteen (18)~~ years of age is prohibited.

c) Any person violating subsection (a) or (b) of this section is guilty of a misdemeanor punishable in accordance with the Lander Municipal Court Bond Schedule. Each day of continued violation shall be deemed a separate offense. *(Section 7-10-3(c) amended by Ordinance 1193 11/10/15)*

7-10-4. Tobacco Products - Purchase by Minors Prohibited.

a) No person under the age of **twenty-one (21)** ~~eighteen (18)~~ years shall purchase tobacco products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing tobacco products.

b) Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine in accordance with the Lander Municipal Court Bond Schedule. Upon a conviction for violation of subsection (a) of this section, the court may allow the defendant to perform community service and be granted credit against this fine and court costs at the rate of five dollars (\$5.00) for each hour of work performed.

7-10-5. Possession or Use by Minors Prohibited.

a) It is unlawful for any person under the age of ~~eighteen (18)~~ **twenty-one (21)** years to possess or use any tobacco products.

b) Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine in accordance with the Lander Municipal Court Bond Schedule. Upon a conviction for violation of subsection (a) of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs. *(Section 7-10-5(b) amended by Ordinance 1193 11/10/15)*

c) It is an affirmative defense to a prosecution under subsection (a) of this section that the defendant possessed or used the tobacco product in the home of, or under the direct supervision of, his parent or guardian. *(Section 7-10-1 - 7-10-5 created by Ordinance 866, effective 10-8-91.)*

7-10-6 Smoking Prohibited in Certain City-Owned Facilities and Penalties for Violation

(a) Smoking of tobacco products is prohibited in the following City-owned facilities:

1. Lander City Hall;
2. The main Parks & Recreation Building at Lander City Park; and
3. In all areas of the Lander Community and Convention Center, including the enclosed bar area of such facility; *(Section 7-10-6(a)(3) amended by Ordinance 1114, effective 6/06)*
4. Airport terminal;
5. All other City owned facilities, with the exception that the building administrator, or the Fire Chief for the fire hall, may designate smoking areas.

(b) Any person who violates the provisions of this Ordinance shall be guilty of a misdemeanor, punishable in accordance with the Lander Municipal Court Bond Schedule. *(Section 7-10-6 amended by Ordinance 1193 11/10/15)*

SECTION 4: This ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander.

PASSED ON FIRST READING October 28, 2025

PASSED ON SECOND READING

PASSED ON THIRD READING

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

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____ following passage, adoption and approval of Ordinance 2025-14, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

Rachelle Fontaine, City Clerk

ORDINANCE 2025-15

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

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

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

The right and authority herein granted shall continue for the period of twenty (20) years from and after the date of final passage; provided, however, that the City Council reserves the right at the end of each five (5) year period from and after the date of final passage, to renegotiate the provisions of this ordinance with the Grantee, its successors and assigns and in that event such negotiations shall not have resulted in a mutually agreeable amendment to said ordinance within a period of ninety (90) days from the end of such five (5) year period, then and in such event, the Municipality, through its City Council, reserves the right to cancel this franchise by repeal of this Ordinance. If no renegotiation is instituted by the City Council within said ninety (90) day period or if the franchise is not canceled within said ninety (90) day period, this franchise shall continue in full force and effect.

SECTION 2. That all mains, services, and pipes laid or installed under this grant shall be so located and laid at a sufficient depth and as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to approval of the Public Works Director or other authorized representatives of said Municipality. No manholes or other fixtures shall be constructed as to extend above the grade line of the streets, alleys, or public ways where the same may be situated.

Grantee, in doing any work in connection with said mains, pipes and services shall avoid, so far as practicable, interfering with the use of any street, alley or public place. If disturbed, Grantee at its own expense and in a manner satisfactory to the authorized representatives of said Municipality shall replace such paving or surface in as good a

condition as before such work was commenced. The Grantee shall so locate its plants, works, transmission and distribution structures, equipment, mains and pipes within said City in a manner to meet with the approval of the City and further, in locating said facilities, shall do so in such manner as to cause minimum interference with the proper use of streets, alleys and public ways and to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoin any of the said streets, alleys or public ways.

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

In the event that at any time hereafter said Municipality shall lawfully elect to change or alter the grade of any street, alley or public place, or to construct new or additional water or sewer lines, Grantee, upon being directed by resolution of the Mayor and City Council of said Municipality so to do, shall, where the same becomes necessary by reason of said change of grade or construction of water or sewer lines, move or re-lay its mains or service pipes. During the preliminary stages of planning and engineering of any Municipality project which may require the Grantee to relocate its facilities and at any time at which the Municipality determines that it may materially modify such Municipality project, the Municipality shall provide notice to Grantee of such Municipality project or material modification of such Municipality project and offer to meet and confer with Grantee on date(s) and at time(s) and location(s) that are mutually acceptable to the Municipality and Grantee. The purpose of such meeting(s) is to seek Grantee's input and explore means of reducing the costs to the Grantee and to provide the Municipality with a timetable within which the involved Grantee facilities will be relocated, including anticipated start date, so as to facilitate coordination with the timetable to be established by the Municipality for completion of the Municipality project. The Municipality shall make reasonable efforts to mitigate the financial impact of any such project on the Grantee. If the Municipality does not meet and confer with the Grantee within a reasonable time, which shall be at least ninety (90) days prior to formalizing the planning and engineering and any subsequent material modification of any Municipality project which may require the Grantee to relocate its facilities, the Municipality shall pay the Grantee relocation and restoration expenses incremental to the expenses that Grantee would have incurred if the Municipality had met and conferred with the Grantee in such manner. The Municipality will not be required to pay relocation or restoration costs in those circumstances in which the Municipality could not have reasonably known that there would be a potential impact to Grantee's facilities.

SECTION 3. Grantee shall have the right to make all such reasonable rules and regulations in the conduct of its business as it may deem necessary or expedient, including meter deposits in such amounts as may be required to assure payment of bills. Grantee shall make such reasonable extensions of its mains from time to time as may be required to furnish service within the City in compliance with its effective tariff and the applicable rules and regulations of the Wyoming Public Service Commission (the "Commission"), taking into account provisions regarding lack of supply and lack of adequate return on investment.

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

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

SECTION 5. Whenever the delivery or supply capability of Grantee's system, due to any cause whatsoever not limited to force majeure, is such that Grantee is unable to deliver to consumers served by Grantee the quantity of gas which the consumers require, Grantee shall have the right to prescribe reasonable rules and regulations for allocating

the available quantities of gas among such consumers. All such action shall be completed in compliance with the Grantee's effective tariff and the Commission rules and regulations. Grantee shall indemnify and hold Municipality harmless from any claim, damages, liability, costs and attorneys' fees arising out of such action.

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

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

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

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

SECTION 10. Grantee shall, and by the acceptance hereof agrees, to indemnify, save harmless and defend said Municipality from and against all lawful actions, claims and demands, and from all damages, losses, liabilities, attorneys' fees, costs and expenses incurred as a result thereof, arising out of the negligence, willful act or omission of Grantee in the construction, removal, replacement, inspection or repair of any mains, pipes, services, equipment, appurtenances or appliances of Grantee, or in the use and operation thereof during the term of this Ordinance.

SECTION 11. As consideration for all franchise rights and contractual privileges granted by the City under this Ordinance, the Grantee shall pay, beginning the first billing cycle after this Ordinance becomes effective and throughout its duration, a Franchise Fee equal to 3% of the gross revenues actually received from its customers located within the corporate limits of the City for gas delivered to such users. Grantee shall pay to the City Treasurer four (4) quarterly payments each year by the last business day of the months of January, April, July, and October.

Such payment shall be in addition to any and all other fees, charges, licenses, taxes or assessments which the Municipality may impose for the rights and privileges herein granted or for the privilege of doing business within the Municipality. For example, and without limitation, Ad Valorem property taxes imposed generally upon all real and personal property within the Municipality shall not be deemed to affect the obligation of the Grantee under this section.

Each franchise fee payment shall be accompanied by a report reflecting total gross revenues for the quarter and attested to by the person principally responsible for the financial operations of Grantee. Grantee shall at all times keep and maintain a full, true, and correct account of gross revenues derived from Grantee's distribution and transmission system within the City. The City reserves the right to audit and recalculate any and all amounts paid under and pursuant to the franchise. No acceptance of any payment made shall be construed as a release, waiver or as an accord and satisfaction

of any claim the City may have for further or additional sums payable under the franchise, or for the performance of any other obligation under the franchise.

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

SECTION 12. This franchise may be revoked by the City Council at any time for violation of this Ordinance or for the failure or refusal to comply with the provisions of this Ordinance except for any cause beyond the control of Grantee; provided that the City shall first give written notice by registered mail to the Grantee, specifying what in particular the Grantee is claimed to be in default of within the provisions of this Ordinance and shall have been given a reasonable time (30 days) after receipt of such notice to make good such claimed default before a revocation or forfeiture occurs. Grantee shall have the right to timely appeal such revocation or forfeiture to a court of competent jurisdiction in Fremont County or the United States District Court for the District of Wyoming in Lander.

SECTION 13. 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 14. This Ordinance and the rights, authority and franchise herein and hereby granted shall terminate and be of no further force and effect:

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

SECTION 15. This Ordinance shall be in full force and effect from and after its final passage and publication as required by law, and upon acceptance by Grantee shall be held to constitute a binding contract between said Municipality and Grantee, subject to its terms and conditions.

SECTION 16. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same.

SECTION 17. The City retains its governmental immunity and defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

SECTION 18. If any section, subsection, phrase or provision of this Ordinance is found in conflict with the rules, regulations or requirements of the Commission, only the specific section, subsection, phrase or provision in conflict shall be null and void, and all other sections, subsections, phrases or provisions of this Ordinance shall remain in full force and effect.

SECTION 19. 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	November 12, 2025
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 _____, 2025.

THE CITY OF LANDER
A Municipal Corporation

By _____
_____, Mayor

ATTEST:

_____, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

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

_____, City Clerk

ACCEPTANCE OF FRANCHISE

Ordinance 2025-_____ (the Franchise) is accepted and approved as of this _____ day of _____, 2025, subject to applicable law.

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

By:_____
Name:_____
Title:_____

ORDINANCE NO. 2025-16
AN ORDINANCE REPEALING TITLE 3 “ADOPTION AND ENFORCEMENT OF
UNIFORM CODES AND STANDARDS FOR MOBILE AND MODULAR
BUILDINGS” AND ENACTING TITLE 3 “BUILDINGS AND CONSTRUCTION”
OF THE LANDER MUNICIPAL CODE

WHEREAS, the City Council of the City of Lander, Wyoming, desires to modernize and consolidate its building regulations; and

WHEREAS, the prior Title 3 addressed only mobile and modular buildings and no longer reflects the comprehensive building standards necessary to ensure the health, safety, and welfare of the public; and

WHEREAS, the City Council finds it necessary to repeal the outdated provisions and replace them with a comprehensive code addressing all aspects of buildings and construction within the City of Lander;

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

SECTION 1. REPEAL.

Title 3 of the Lander Municipal Code, titled *“Adoption and Enforcement of Uniform Codes and Standards for Mobile and Modular Buildings,”* and all sections and subsections therein, are hereby repealed in their entirety.

SECTION 2: ENACTMENT OF NEW TITLE 3.

A new Title 3 of the Lander Municipal Code, titled “Buildings and Construction,” is hereby enacted to read as follows:

Chapter 3.04 - GENERAL PROVISIONS

3.04.10 - Purpose—Authority—General provisions.

- A. The purpose of this title is to establish regulations and procedures for reviewing, licensing and administering building construction operations; contractor and trades, and related activities within the city.
- B. Pursuant to authority granted cities and towns by Wyo. Stat. Section 3-1-103(a)(xxiv-xxvii), building activities within the city will be required to comply with the provisions of this title and specific technical codes, standards and guidelines which have been adopted by the governing body, as amended, as set forth within this title and made a part of in their entirety.
- C. The city's chief building official is authorized and directed to interpret and enforce the applicable provisions of this title.

Chapter 3.08 - INTERNATIONAL BUILDING CODE

3.08.010 - International Building Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
International Building Code, 2024 Edition, as published by the International Code Council, Inc., including Appendices A, B, G, H, I, J, K and N.

3.08.20 - Amendments.

The International Building Code adopted in Section [3.08.010](#) above is amended as follows:

- A. Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]

- B. Section 101.4.6 Repeal Enforcing the Energy Conservation Code
- C. Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]
- D. Section 1612.3. Insert: CITY OF LANDER, 8-23-2011 for [NAME OF JURISDICTION, DATE OF ISSUANCE]
- E. Section B101.3.Insert: 2 for [NUMBER OF YEARS]
- F. Section G101.5. Insert: Building Official and/or City Engineer for [JURISDICTION’S SELECTED POSITION TITLE]
- G. Section G103.2. Insert: 8-23-2011 for [DATE]

Chapter 3.09 - INTERNATIONAL EXISTING BUILDING CODE

3.09.10 - International Existing Building Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
International Existing Building Code, 2024 Edition, as published by the International Code Council, Inc.

3.09.20 - Amendments.

The International Existing Building Code adopted in Section [3.09.010](#) above is amended as follows:

- A. Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]
- B. Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT
- C. Section D101.3. Insert: 2 for [NUMBER OF YEARS]

Chapter 3.10 - INTERNATIONAL RESIDENTIAL CODE

3.10.10 - International Residential Code

A document, being marked and designated as provided in this section and of which one copy of which is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
International Residential Code, 2024 Edition, as published by the International Code Council, Inc., including Appendices AA, BA, BB, BC, BE, BJ, BO, CA, and CD.

3.10.20 - Amendments.

The International Residential Code adopted in Section [3.10.010](#) above is amended as follows:

- A. Section R101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]
- B. Section R103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]
- C. Table R301.2. Jurisdictions to fill in details as directed by provisions of the code.
- D. Section R313.2 – Exclude One and Two Family dwellings automatic fire systems.
- E. Section P2603.5.1. Insert: 24 inches and 60 inches for the [NUMBER OF INCHES IN TWO LOCATIONS]
- F. Section AA101.3. Insert: 2 for [NUMBER OF YEARS]

Chapter 3.12 - INTERNATIONAL PLUMBING CODE

3.12.10 - International Plumbing Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
International Plumbing Code, 2024 Edition, as published by the International Code Council, Inc., including Appendices B, C, D, AND E.

3.12.20 - Amendments.

The International Plumbing Code adopted in Section [3.12.10](#) above is amended as follows:

- A. Section 101.1. Insert: The City of Lander; for CITY OF LANDER for [NAME OF JURISDICTION].
- B. Section 103.1. Insert: [NAME OF DEPARTMENT] CITY OF LANDER BUILDING DEPARTMENT
- C. Section 114.4. Insert: [OFFENSE, DOLLAR AMOUNT, NUMBER OF DAYS]
As set forth in the City of Lander Fee Schedule
- D. Section 305.4.1. Insert: 24 inches and 60 inches [NUMBER OF INCHES IN TWO LOCATIONS]
- D. Section 903.1.1. Insert: 24 inches [NUMBER OF INCHES]
- E. Section F101.3. Insert 2 years [NUMBER OF YEARS]

Chapter 3.14- International Fire Code

3.14.10 International Fire Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
International Fire Code, 2024 Edition, as published by the International Code Council, Inc.

31.14.20 Amendments

The International Fire Code adopted in Section [3.14.010](#) above is amended as follows:

- A. Section 101.1. Insert: The City of Lander; for CITY OF LANDER for [NAME OF JURISDICTION].
- B. Section 103.1. Insert: [NAME OF DEPARTMENT] CITY OF LANDER BUILDING DEPARTMENT
- C. Section 113.4. Insert: [OFFENSE, DOLLAR AMOUNT, NUMBER OF DAYS]
As set forth in the City of Lander Fee Schedule
- D. Section 1103.5.3. Insert: 01/01/2027[Date by which Sprinkler systems to be installed]
- F. Section A101.3 Insert: 2 years [NUMBER OF YEARS]

Chapter 3.16 - INTERNATIONAL MECHANICAL CODE

3.16.10 - International Mechanical Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
International Mechanical Code, 2024 Edition, as published by the International Code Council, Inc., including Appendix A.

3.16.20 - Amendments.

The International Mechanical Code adopted in Section [3.16.010](#) above is amended as follows:

- A. Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]
- B. Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]
- C. Section 114.4. Insert as set forth in the City of Lander Fee Schedule: [OFFENSE, DOLLAR AMOUNT, NUMBER OF DAYS]
- D. Section C101.3. Insert: 2 for [NUMBER OF YEARS]

Chapter 3.20 - NATIONAL ELECTRICAL CODE

3.20.010 - National Electrical Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
National Electrical Code, 2023 Edition, as published by the National Fire Protection Association, Inc.

3.20.020 - Amendments.

The National Electrical Code adopted in Section [3.20.010](#) of this chapter is amended as follows:

Article 230.70(A)(1) is amended by the addition of a second sentence to read as follows:

Service disconnecting means must be located immediately behind metering equipment or directly adjacent to metering equipment.

Chapter 3.22 - INTERNATIONAL FUEL GAS CODE

3.22.010 - International Fuel Gas Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
International Fuel Gas Code, 2024 Edition, as published by the International Code Council, Inc., including Appendices A, B and C.

3.22.020 - Amendments.

The International Fuel Gas Code adopted in Section [3.22.010](#) above is amended as follows:

- A. Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]
- B. Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]
- C. Section 113.4. Insert: As set forth in the City of Lander Fee Schedule [SPECIFY OFFENSE] [AMOUNT] [NUMBER OF DAYS]
- D. Section D101.3. Insert: 2 for [NUMBER OF YEARS]

Chapter 3.24 - INTERNATIONAL PROPERTY MAINTENANCE CODE

3.24.010 - International Property Maintenance Code—Adopted.

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:
International Property Maintenance Code, 2024 Edition, as published by the International Code Council, Inc.

3.24.20 - Amendments.

The code adopted in Section [3.24.010](#) above is amended as follows:

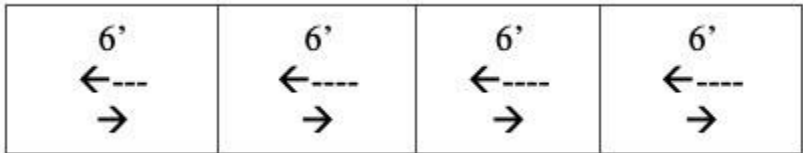
- A. Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]
- B. Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]
- C. Section 302.4. Insert: [HEIGHT IN INCHES]
- D. Section B101.3. Insert 2 for [NUMBER OF YEARS]

Chapter 3.26 - Standards For Mobile Homes

Not more than 45 days after issuance of a placement permit as provided in Section 3.26, every mobile home for which a placement permit is required by such Section shall comply with the following conditions:

- A. The mobile home shall be placed on a permanent foundation, approved by the administrative authority before placement of the mobile home, and consisting of double stacked 8x8x16 blocks and a minimum 2' concrete cap and one of the following:
 - 1. A continuous 4" deep concrete pad under the entire mobile home;
 - 2. A continuous 4" deep x 8" wide concrete runner placed under each I-beam support;
 - 3. A perimeter footing and foundation built to conform to the adopted building code of the City of Lander; or
 - 4. 24" x 24" x 6" concrete piers placed under the I-beams at intervals not greater than 10 feet.
 - 5. Approved 24" x24" ABS pads
- B. The mobile home shall be skirted around its entire perimeter and water pipes shall be wrapped with heat tape or skirting shall be insulated to an "R" factor of nine.

Grooved Top Rail



Minimum of 1x2 framing;
Bottom rail staked every 4' with 12" stakes

Minimum acceptable skirting requirements shall consist of masonry, masonite, aluminum, or wood or other comparable material approved by the administrative authority. Masonry shall be installed by customary methods with suitable mortar used as the adhesive agent. Masonite, wood, or aluminum skirting shall be installed as follows:

- 1. A top and bottom rail consisting of 1x2 wood stringers or equivalent. The top rail shall be attached with bolts or screws to the mobile home bottom. The bottom rail shall be attached to ground support stakes, which will be a minimum of 12" in length and spaced at four foot maximum spacing.
 - 2. Vertical 1x2 wood stringers or equivalent attached to the top and bottom rail by means of bolts or screws. Vertical stringers will be installed at a maximum of every six feet.
 - 3. Skirting material firmly fastened to the top and bottom rails as well as the vertical stringers by means of bolts or screws.
- C. The mobile home shall be securely attached to the ground and ground anchors by not less than six tie-downs. Each tie-down shall be connected to a ground anchor capable of withstanding a minimum uplift of 5,000 pounds, with one tie-down connected to each corner.
 - D. The mobile home shall have the tongue, hitch, or other hauling apparatus adequately camouflaged so as not to detract from the overall appearance of the mobile home or the surrounding areas.
 - E. The mobile home shall be properly connected to all utilities according to the adopted codes of the City.
 - F. The mobile home shall conform to all requirements of the City Zoning Ordinance.
 - G. The mobile home shall conform to the adopted building code of the City concerning live loads, snow loads, and wind loads.

- H. The mobile home shall have a roof system capable of withstanding a 20 pound per square foot uplift condition without buckling, flexing, or other objectionable movement. The use of externally applied weights, whether permanent or temporary, will not be allowed.
1. Compliance with structural standards of this ordinance shall be evidenced at the owner's or manufacturer's expense by the signature of a registered professional engineer or the signature of an authorized representative of the manufacturer of the mobile home. The administrative authority may require any information he deems necessary from the manufacturer or owner of the mobile home for which a placement permit is being requested in order to determine if said mobile home is in compliance with this ordinance. The administrative authority, prior to the occupancy of the mobile home, may inspect such mobile home to determine if such occupancy for permanent living quarters complies with all provisions of this ordinance.
 2. There shall be no storage of combustible material underneath any mobile home.
 3. Public services shall not be extended to mobile homes hereafter located in the City unless said mobile home has been issued a mobile home placement permit by the administrative authority.
 4. Every mobile home, accessory building or structure except awnings shall be constructed in accordance with the applicable provisions of the adopted building codes of the City, and shall be free standing and self-supporting and anchored to the mobile home except when constructed in conjunction with a ramada. Each room in a cabana shall have access to at least one exterior door opening to the outside without passing through the mobile home. A roof of a ramada shall have a minimum of two feet clearance over any fuel-burning appliance vent or plumbing vent, unless such vent extends through the roof of a ramada.
 5. Travel trailers, motor homes, or truck campers may not be used as permanent dwellings units or other permanent uses on private lots within the City.
 6. A mobile home shall not be placed on the same lot with another mobile home or another residential unit.
 7. For the purpose of this Section 3.26, the following words shall have these meanings:

ACCESSORY BUILDING - Any awning, carport, cabana, storage cabinet, utility building, ramada, fence, windbreak, porch, or factory-built addition.

AWNING - A shade structure supported by posts or columns and partially supported by a mobile home, installed, erected, or used on a mobile home.

CABANA - A room enclosure erected or constructed adjacent to a mobile home for residential use by the occupant of the mobile home.

DEAD LOAD - The weight of all permanent construction, including walls, floors, partitions, and fixed service equipment.

GROUND ANCHORS - Devices placed in the ground such as cast-in-place concrete "dead-men" eyelets embedded in concrete slabs, or runways, screw augers, arrowhead anchors, or other devices used to connect tie-downs to stabilize mobile homes.

LIVE LOAD - The weight superimposed by the use and occupancy of the mobile home including wind load and snow load but not including dead load.

LOT - A parcel of land under one ownership with a single legal description, used or capable of being used under the regulations of this ordinance and the City Zoning Ordinance, including both the building site and all required yards and other open space.

MOBILE HOME - A singular prefabricated structure designed for transportation after fabrication on streets and highways on its own wheels and chassis and arriving at the site where it is to be occupied

as a dwelling complete and ready for assembly operations, for living and sleeping quarters also includes trailer homes and mobile homes used for any purpose.

MOBILE HOME PARK - A parcel or contiguous parcels of land under one ownership which has been so designated and improved that it contains two or more mobile home lots for residential use.

PERMANENT DWELLING OR PLACE OF BUSINESS - Any unit used for dwelling or business occupancy over five days in any month or over 30 days in any calendar year.

RAMADA - Any free standing roof or shade structure installed or erected above an occupied mobile home or any portion thereof.

"R" FACTOR - The thermal resistance of a material.

SITE - Any lot or parcel of property located in the City where the structure is to be located.

SKIRTING - Any type of wainscoting around the lower part of mobile homes between the ground and the exterior edge of the bottom of the mobile home, covering wheels and undercarriage.

SNOW LOADS - The weight superimposed upon the roof by the accumulation of snow and other precipitation.

TIE-DOWNS - Any device designed for the purpose of anchoring a mobile home to ground anchors.

TRAVEL TRAILER, MOTOR HOMES, TRUCK CAMPERS - Any unit designed for movement on a roadway by the use of wheels 8'0" or under in width or 32'0" or under in length and not used as a permanent dwelling or office.

WIND LOADS - The lateral or vertical pressure or uplift on the mobile home due to wind blowing in any direction.

- A. The following mobile homes shall be exempt from the provisions of this Section 3.26:
 - 1. Mobile homes placed in designated mobile home parks;
 - 2. Mobile homes in commercial mobile homes sales, construction, or repair yards, not being used as a dwelling.
- B. Mobile homes located in designated mobile home subdivisions shall be exempt from the provision of Section 3.26.

3.28 Standards For Modular And Manufactured Buildings

- A. All modular or manufactured buildings located on private lots within the City shall comply with the following requirements not more than 45 days after issuance of a placement permit as provided in Section 3-1-5:
 - 1. It is built on a permanent chassis and designed to be used with a permanent foundation when connected to utilities and which is constructed certified and labeled in accordance with current HUD manufactured home standards or meets all requirements of the adopted building code of the City;
 - 2. It is placed on a permanent footing, foundation that complies with the IRC with the lower perimeter enclosed;
 - 3. It has a lower perimeter enclosure which:
 - a. meets or is attached to the lower outside edge of the manufactured home; and
 - b. is designed to extend the vertical plane of each exterior wall of the manufactured home from its lower outside edge to the finished grade of the ground;
 - 4. It has a means of access to the undercarriage of the home by an opening of not less than five square feet, through the exterior enclosure or foundation which meets the exterior design or trim of the manufactured home;
 - 5. Any material which is used to enclose the lower perimeter is designed and constructed to withstand the effects of wind, soil pressures, decay, termites and to prevent entry by rodents;

6. All tongues, towing devices, undercarriage support structure used solely for transportation to the site and wheels have been removed from the lot on which the manufactured home is situated;
 7. The specifications and plans for the design and construction of the foundation and utilities have been filed with and permitted by the building official;
 8. All lower perimeter enclosures, decks, walks, steps, handrails, sheds and accessory buildings have been permitted, inspected and approved by the building official;
 9. It has permanent connections to all utilities;
 10. All utility shutoff valves, meters and regulators are located somewhere other than underneath the structure;
 11. A permanent method of anchorage capable of withstanding an uplift pressure of 150 pounds per lineal foot of foundation wall between the building system and the foundation or footing;
 12. As used in this Section 3.28, "modular buildings" or "manufactured homes" shall mean a structure composed of two or more pre-assembled major building sections, fabricated at some location other than the site, which are designed as dependent units that must be joined at the site to form a usable, single, unified structure. The joining of two independent, self-contained structures or any one independent structure, shall not constitute a modular building. A modular or manufactured home shall not include a mobile home.
- B. As used in this Section 3.28, "modular buildings" shall mean a structure composed of two or more pre-assembled major building sections, fabricated at some location other than the site, which are designed as dependent units that must be joined at the site to form a usable, single, unified structure. The joining of two independent, self-contained structures, or any one independent structure, shall not constitute a modular building.

3.30 Mobile Home, Manufactured Home And Modular Building Placement Permits

- A. No person shall set up, locate, or replace a mobile home, manufactured home or modular building, as defined in Section 3.26 and 3.28, on private land in the City, or cause the same to be done, without first obtaining a permit from the proper administrative authority. An applicant for a permit shall provide the administrative authority with such written information as the authority may require to fulfill his duty to enforce any applicable codes or standards. Fees shall be according to the City of Lander Fee Schedule.
- B. The administrative authority may issue a temporary mobile home placement permit during construction of a permanent facility when all of the following conditions are met:
1. the mobile home will not be used as a dwelling;
 2. the mobile home is located on the same lot as the construction; and
 3. the mobile home shall be removed within 10 days of issuance of the occupancy permit.

A temporary placement permit will be exempt from Section 3.26 and shall be valid for not more than six months from date of issuance. A temporary placement permit may be renewed at the discretion of the administrative authority.

Chapter 3.32 Flood Damage Prevention

3.32.010 - Statutory Authorization

The Legislature of the State of Wyoming has in Wyoming State Statute 15-1-103 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Governing Body of the City of Lander, Wyoming, does ordain as follows:

3.32.020 Flood Damage

- A. The flood hazard areas of Lander, Wyoming are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood proofed or otherwise protected from flood damage.

3.32.030 Statement Of Purpose

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- F. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- G. Ensure that potential buyers are notified that property is in a flood area.

3.32.040 Methods Of Reducing Flood Losses

In order to accomplish its purposes, this ordinance uses the following methods:

- A. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- D. Control filling, grading, dredging and other development which may increase flood damage;
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

3.32.050 Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a one percent chance of being equaled or exceeded in any given year.

BASEMENT - means any area of the building having its floor sub-grade (below ground level) on all sides.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date.

"Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - Means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters.
2. the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances

(such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. X.

HISTORIC STRUCTURE - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. by an approved state program as determined by the Secretary of the Interior or;
 - b. directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building accessory storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is:

1. built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. designed to be self-propelled or permanently towable by a light duty truck; and
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or
2. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.).

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of

compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d) (3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

3-32.603-10-3 General Provisions

- A. **LANDS TO WHICH THIS ORDINANCE APPLIES** - The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Lander, Wyoming.
- B. **BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD** The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Fremont County and Incorporated Areas," dated September 16, 2011 with accompanying Flood Insurance Rate Maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.
- C. **ESTABLISHMENT OF DEVELOPMENT PERMIT** - A Development Permit shall be required to ensure conformance with the provisions of this ordinance.
- D. **COMPLIANCE** - No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.
- E. **ABROGATION AND GREATER RESTRICTIONS** - This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- F. **INTERPRETATION** - In the interpretation and application of this ordinance, all provisions shall be:
 - 1. considered as minimum requirements;
 - 2. liberally construed in favor of the governing body; and
 - 3. deemed neither to limit nor repeal any other powers granted under State statutes.
- G. **WARNING AND DISCLAIMER OR LIABILITY** - The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.
- H. **SEVERABILITY** - This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

3-32.0703-10-4 Administration

- A. **Designation of the Floodplain Administrator** - The Building Official Inspector and/or City Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.
- B. **Duties & Responsibilities Of The Floodplain Administrator** Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
 - 1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
3. Review, approve or deny all applications for development permits required by adoption of this ordinance.
4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Wyoming Office of Homeland Security, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
8. When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.
9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community **first** applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

3-32-080 PERMIT PROCEDURES

- A.. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 2. Elevation in relation to mean sea level to which any nonresidential structure shall be Flood proofed;
 3. A certificate from a registered professional engineer or architect that the nonresidential Flood proofed structure shall meet the flood proofing criteria of Article 5, Section B(2);
 4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 5. Maintain a record of all such information in accordance with Article 4, Section (B)(1).

- B .Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:
1. The danger to life and property due to flooding or erosion damage;
 2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 3. The danger that materials may be swept onto other lands to the injury of others;
 4. The compatibility of the proposed use with existing and anticipated development;
 5. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 8. The necessity to the facility of a waterfront location, where applicable;
 9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 10. The relationship of the proposed use to the comprehensive plan for that area.

3-32-090. VARIANCE PROCEDURES –

- A. The appeal Board as established by the community shall hear and render judgement on requests for variances from the requirements of this ordinance.
- B. The Appeal Board shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- C. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
- D. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- E. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
- F. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- G. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).
- H. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- I. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- J. Prerequisites for granting variances:
 1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 2. Variances shall only be issued upon:

- (a) showing a good and sufficient cause;
 - (b) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - (c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- 3. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- K. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - 1. The criteria outlined in Article 4, Section D(1)-(9) are met, and
 - 2. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

3-32-1003-10-5 Provisions For Flood Hazard Reduction

- A. **GENERAL STANDARDS** - In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:
 - 1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - 2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 - 3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 - 4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - 5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
 - 6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
 - 7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- B. **SPECIFIC STANDARDS** - In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B(8), or (iii) Article 5, Section C(3), the following provisions are required:
 - 1. **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C(1)a., is satisfied.
 - 2. **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable

to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood proofed shall be maintained by the Floodplain Administrator.

3. **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. **Manufactured Homes** –

- a. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 - (1) the lowest floor of the manufactured home elevate to or above the base flood elevation, or
 - (2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an

adequately anchored foundation system to resist flotation, collapse, and lateral movement.

5. **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

- a. be on the site for fewer than 180 consecutive days,
- b. be fully licensed and ready for highway use, or
- c. meet the permit requirements of Article 4, Section C(1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

3-32-110C. STANDARDS FOR SUBDIVISION PROPOSALS –

- A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.
- B. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.
- C. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.
- D. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- E. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

3-32-120D. FLOODWAYS

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- A. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- B. If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.
- C. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

3-32-130-E. BELOW-GRADE RESIDENTIAL CRAWLSPACE CONSTRUCTION

- New construction and substantial improvement of any below-grade crawlspace shall:

- A. Have the interior grade elevation that is below base flood elevation no lower than two feet
- B. Have the height of the below-grade crawlspace measured from the interior grade of the crawlspace to the top of the foundation wall, not exceeding four feet at any point;
- C. Have an adequate drainage system that allows floodwaters to drain from the interior area of the crawlspace following a flood;
- D. Be anchored to prevent flotation, collapse, or lateral movement of the structure and be capable of resisting the hydrostatic and hydrodynamic loads;
- E. Be constructed with materials and utility equipment resistant to flood damage;
- F. Be constructed using methods and practices that minimize flood damage;
- G. Be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding
- H. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must meet or exceed the following minimum criteria:
 - 1. A minimum of two opening having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - 2. The bottom of all openings shall be no higher than one foot above grade
 - 3. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

3-32-140F. STANDARDS FOR ZONES WITHOUT BASE FLOOD ELEVATIONS AND/OR FLOODWAY (A ZONES) –

These standards apply in Special Flood Hazard Areas where streams exist but no base flood elevation data have been provided (A Zones), or where base flood data have been provided but a floodway has not been delineated.

- A. When base flood elevation or floodway data have not been identified by FEMA in a Flood Insurance Study and/or Flood insurance Rate Maps, then the Floodplain Administrator shall obtain, review, and reasonably utilize scientific or historic base flood elevation and floodway data available from a federal, state, or other source, in order to administer this ordinance. If data is not available from any source, only then the following provisions apply.
- B. In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement or crawlspace) elevated no less than two feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movement of flood waters shall be provided in accordance with the constructions standards in Section A and B (3) of this article.

3-32-160-G. PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$ 750.00 or imprisoned for not more than six months, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Lander from taking such other lawful action as is necessary to prevent or remedy any violation.

3-32-170H. CERTIFICATION

It is hereby found and declared by the City of Lander that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately. Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

SECTION 3: SEVERABILITY.

If any section, subsection, sentence, or clause of this ordinance is found to be invalid or unconstitutional, such invalidity shall not affect the remaining provisions.

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 City Council on
the _____.

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, following passage, adoption and approval of Ordinance 2025-5, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

Rachelle Fontaine, City Clerk

~~BUILDINGS AND CONSTRUCTION TITLE 3- ADOPTION AND ENFORCEMENT OF UNIFORM CODES AND STANDARDS FOR MOBILE HOME AND MODULAR BUILDINGS~~

~~3-1-1 Adoption Of International Codes¶~~

~~3-1-2 Copies On File¶~~

~~3-1-3 Standards For Mobile Homes¶~~

~~3-1-4 Standards For Modular And Manufactured Buildings¶~~

~~3-1-5 Mobile Home, Manufactured Home And Modular Building Placement Permits¶~~

~~3-1-6 Violations¶~~

~~3-1-7 Administrative Authority¶~~

~~3-1-8 Duties And Powers Of Administrative Authority¶~~

~~3-1-9 Appeal From Actions Of Administrative Authority¶~~

~~3-1-10 Application Of Title¶~~

~~3-2-1 Amendments To The International Building Code¶~~

~~3-3-1 Amendments To The Uniform Sign Code¶~~

~~3-4-1 Amendments To International Plumbing Code¶~~

~~3-5-1 Amendments To The International Residential Code¶~~

~~3-10-1 Flood Damage Prevention Statutory Authorization, Findings Of Fact, Purpose¶
And Methods¶~~

~~3-10-2 Definitions¶~~

~~3-10-3 General Provisions¶~~

~~3-10-4 Administration¶~~

~~3-10-5 Provisions For Flood Hazard Reduction¶~~

(Title 3 was revised by Ordinance 862, effective 07-09-91.)

~~3-1-1 Adoption Of International Codes¶~~

~~The following International codes are adopted in full, except as modified by ordinance.¶~~

~~A. International Building Code and the International Building Code Standards, 2021-
2024 Edition; including Appendix H¶~~

~~B. International Existing Building Code and the International Existing Building Code
Standards, 2021-2024 Edition;¶~~

~~C. International Residential Building Code, 2018 Edition;¶~~

~~D. International Plumbing Code, 2021 2024 Edition;¶~~

~~E. International Fire Code and the International Fire Code Standards, 2021, 2024 Edition; including Appendix D, Appendix E, Appendix F & Appendix G;¶~~

~~F. International Mechanical Code, 2021 2024 Edition;¶~~

~~G. International Fuel Gas Code, 2021 2024 Edition;¶~~

~~H. NFPA 70 National Electrical Code National Electrical Code, 2023 2020 Edition;¶~~

~~I. International Property Maintenance Code 2021¶~~

~~J. International Energy Conservations Code?~~

Title 3 - BUILDINGS AND CONSTRUCTION

Chapter 3.04 - GENERAL PROVISIONS

3.04.010 - Purpose—Authority—General provisions.

- a. The purpose of this title is to establish regulations and procedures for reviewing, licensing and administering building construction operations; contractor and trades, and related activities within the city.
- b. Pursuant to authority granted cities and towns by Wyo. Stat. Section 3-1-103(a)(xxiv-xxvii), building activities within the city will be required to comply with the provisions of this title and specific technical codes, standards and guidelines which have been adopted by the governing body, as amended, as set forth within this title and made a part of in their entirety.
- c. The city's chief building official is authorized and directed to interpret and enforce the applicable provisions of this title.

Chapter 3.08 - INTERNATIONAL BUILDING CODE

3.08.010 - International Building Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:

International Building Code, 2024 Edition, as published by the International Code Council, Inc., including Appendices A, B, G, H, I, J, and K.

3.08.020 - Amendments.

The International Building Code adopted in Section 3.08.010 above is amended as follows:

Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]

Section 101.4.6 Repeal Enforcing the Engergy Conservation Code

Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]

Section 903.28 Repeal Fire Sprinklers in group “R” structures

Section 1612.3. Insert: CITY OF LANDER, 8-23-2011 for [NAME OF JURISDICTION, DATE OF ISSUANCE]

Section B101.3. Insert: 2 for [NUMBER OF YEARS]

Section G101.5. Insert: Building Official and/or City Engineer for [JURISDICTION'S SELECTED POSITION TITLE]

Section G103.2. Insert: 8-23-2011 for [DATE]

Chapter 3.09 - INTERNATIONAL EXISTING BUILDING CODE

3.09.010 - International Existing Building Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:

International Existing Building Code, 2024 Edition, as published by the International Code Council, Inc.

3.09.020 - Amendments.

The International Existing Building Code adopted in Section 3.09.010 above is amended as follows:

Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]

Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]

Section D101.3. Insert: 2 for [NUMBER OF YEARS]

Chapter 3.10 - INTERNATIONAL RESIDENTIAL CODE

3.10.010 - International Residential Code

A document, being marked and designated as provided in this section and of which one copy of which is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:

International Residential Code, 2024 Edition, as published by the International Code Council, Inc., including Appendices AA, AE, AF, AG, AH, AJ, AL, AQ, AR, AS and AV.

3.10.020 - Amendments.

The International Residential Code adopted in Section 3.10.010 above is amended as follows:

Section R101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]

Section R103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]

Table R301.2. Jurisdictions to fill in details as directed by provisions of the code.

Section R313.2 – Exclude One and Two Family dwellings automatic fire systems.

Section P2603.5.1. Insert: 24 inches and 60 inches for the [NUMBER OF INCHES IN TWO LOCATIONS]

Section AA101.3. Insert: 2 for [NUMBER OF YEARS]

Chapter 3.12 - INTERNATIONAL PLUMBING CODE

3.12.010 - International Plumbing Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:

International Plumbing Code, 2024 Edition, as published by the International Code Council, Inc., including Appendices B, C, D, AND E.

3.12.020 - Amendments.

The International Plumbing Code adopted in Section 3.12.010 above is amended as follows:

Section 101.1. Insert: The City of Lander; for CITY OF LANDER for [NAME OF JURISDICTION].

Section 103.1. Insert: [NAME OF DEPARTMENT]

Section 114.4. Insert: [OFFENSE, DOLLAR AMOUNT, NUMBER OF DAYS]

Section 305.4.1. Insert: [NUMBER OF INCHES IN TWO LOCATIONS]

Section 903.1.1. Insert: [NUMBER OF INCHES]

Section F101.3. Insert [NUMBER OF YEARS]

Chapter 3.16 - INTERNATIONAL MECHANICAL CODE

3.16.010 - International Mechanical Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:

International Mechanical Code, 2024 Edition, as published by the International Code Council, Inc., including Appendix A.

3.16.020 - Amendments.

The International Mechanical Code adopted in Section 3.16.010 above is amended as follows:

Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]

Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]

Section 114.4. Insert: [OFFENSE, DOLLAR AMOUNT, NUMBER OF DAYS]

Section C101.3. Insert: 2 for [NUMBER OF YEARS]

Chapter 3.20 - NATIONAL ELECTRICAL CODE

3.20.010 - National Electrical Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:

National Electrical Code, 2023 Edition, as published by the National Fire Protection Association, Inc.

3.20.020 - Amendments.

The National Electrical Code adopted in Section 3.20.010 of this chapter is amended as follows:

A. Article 230.70(A)(1) is amended by the addition of a second sentence to read as follows:

Service disconnecting means must be located immediately behind metering equipment or directly adjacent to metering equipment.

Chapter 3.22 - INTERNATIONAL FUEL GAS CODE

3.22.010 - International Fuel Gas Code

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:

International Fuel Gas Code, 2024 Edition, as published by the International Code Council, Inc., including Appendices A, B and C.

3.22.020 - Amendments.

The International Fuel Gas Code adopted in Section 3.22.010 above is amended as follows:

Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]

Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]

Section 113.4. Insert: [SPECIFY OFFENSE] [AMOUNT] [NUMBER OF DAYS]

Section D101.3. Insert: 4 for [NUMBER OF YEARS]

Chapter 3.24 - INTERNATIONAL PROPERTY MAINTENANCE CODE

3.24.010 - International Property Maintenance Code—Adopted.

A document, being marked and designated as provided in this section and of which one copy is on file in the office of the city clerk and open for inspection of the public, is adopted and made a part hereof as if fully set out in this chapter:

International Property Maintenance Code, 2024 Edition, as published by the International Code Council, Inc.

3.24.020 - Amendments.

The code adopted in Section 3.24.010 above is amended as follows:

Section 101.1. Insert: CITY OF LANDER for [NAME OF JURISDICTION]

Section 103.1. Insert: CITY OF LANDER BUILDING DEPARTMENT for [NAME OF DEPARTMENT]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

Section B101.3. Insert 2 for [NUMBER OF YEARS]

3.26 Standards For Mobile Homes

A. Not more than 45 days after issuance of a placement permit as provided in Section 3-1-5, every mobile home for which a placement permit is required by such Section shall comply with the following conditions:

1. The mobile home shall be placed on a permanent foundation, approved by the administrative authority before placement of the mobile home, and consisting of double stacked 8x8x16 blocks and a minimum 2' concrete cap and one of the following:

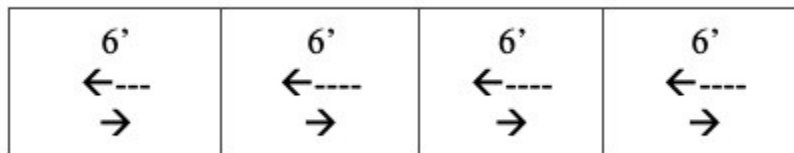
- a. continuous 4" deep concrete pad under the entire mobile home;
- b. a continuous 4" deep x 8" wide concrete runner placed under each I-beam support;
- c. a perimeter footing and foundation built to conform to the adopted building code of the City of Lander; or
- d. 24" x 24" x 6" concrete piers placed under the I-beams at intervals not greater than 10 feet.

- e. Approved 24" x24" ABS pads

2. The mobile home shall be skirted around its entire perimeter and water

pipes shall be wrapped with heat tape or skirting shall be insulated to an "R" factor of nine.

Grooved Top Rail



Minimum of 1x2 framing;

Bottom rail staked every 4' with 12" stakes

Minimum acceptable skirting requirements shall consist of masonry, masonite, aluminum, or wood or other comparable material approved by the administrative authority. Masonry shall be installed by customary methods with suitable mortar used as the adhesive agent. Masonite, wood, or aluminum skirting shall be installed as follows:

- a. A top and bottom rail consisting of 1x2 wood stringers or equivalent. The top rail shall be attached with bolts or screws to the mobile home bottom. The bottom rail shall be attached to ground support stakes, which will be a minimum of 12" in length and spaced at four foot maximum spacing.
 - b. Vertical 1x2 wood stringers or equivalent attached to the top and bottom rail by means of bolts or screws. Vertical stringers will be installed at a maximum of every six feet.
 - c. Skirting material firmly fastened to the top and bottom rails as well as the vertical stringers by means of bolts or screws.
3. The mobile home shall be securely attached to the ground and ground anchors by not less than six tie-downs. Each tie-down shall be connected to a ground anchor capable of withstanding a minimum uplift of 5,000 pounds, with one tie-down connected to each corner.
 4. The mobile home shall have the tongue, hitch, or other hauling apparatus adequately camouflaged so as not to detract from the overall appearance of the mobile home or the surrounding areas.
 5. The mobile home shall be properly connected to all utilities according to the adopted codes of the City.

6. The mobile home shall conform to all requirements of the City Zoning Ordinance.
7. The mobile home shall conform to the adopted building code of the City concerning live loads, snow loads, and wind loads.
8. The mobile home shall have a roof system capable of withstanding a 20 pound per square foot uplift condition without buckling, flexing, or other objectionable movement. The use of externally applied weights, whether permanent or temporary, will not be allowed.
 - a. Compliance with structural standards of this ordinance shall be evidenced at the owner's or manufacturer's expense by the signature of a registered professional engineer or the signature of an authorized representative of the manufacturer of the mobile home. The administrative authority may require any information he deems necessary from the manufacturer or owner of the mobile home for which a placement permit is being requested in order to determine if said mobile home is in compliance with this ordinance. The administrative authority, prior to the occupancy of the mobile home, may inspect such mobile home to determine if such occupancy for permanent living quarters complies with all provisions of this ordinance.
 - b. There shall be no storage of combustible material underneath any mobile home.
 - c. Public services shall not be extended to mobile homes hereafter located in the City unless said mobile home has been issued a mobile home placement permit by the administrative authority.
 - d. Every mobile home, accessory building or structure except awnings shall be constructed in accordance with the applicable provisions of the adopted building codes of the City, and shall be free standing and self-supporting and anchored to the mobile home except when constructed in conjunction with a ramada. Each room in a cabana shall have access to at least one exterior door opening to the outside without passing through the mobile home. A roof of a ramada shall have a minimum of two feet clearance over any fuel-burning appliance vent or plumbing vent, unless such vent extends through the roof of a ramada.
 - e. Travel trailers, motor homes, or truck campers may not be used as permanent dwellings units or other permanent uses on private lots within the City.

- f. A mobile home shall not be placed on the same lot with another mobile home or another residential unit.
- g. For the purpose of this Section 3-1-3, the following words shall have these meanings:

ACCESSORY BUILDING - Any awning, carport, cabana, storage cabinet, utility building, ramada, fence, windbreak, porch, or factory-built addition.

AWNING - A shade structure supported by posts or columns and partially supported by a mobile home, installed, erected, or used on a mobile home.

CABANA - A room enclosure erected or constructed adjacent to a mobile home for residential use by the occupant of the mobile home.

DEAD LOAD - The weight of all permanent construction, including walls, floors, partitions, and fixed service equipment.

GROUND ANCHORS - Devices placed in the ground such as cast-in-place concrete "dead-men" eyelets embedded in concrete slabs, or runways, screw augers, arrowhead anchors, or other devices used to connect tie-downs to stabilize mobile homes.

LIVE LOAD - The weight superimposed by the use and occupancy of the mobile home including wind load and snow load but not including dead load.

LOT - A parcel of land under one ownership with a single legal description, used or capable of being used under the regulations of this ordinance and the City Zoning Ordinance, including both the building site and all required yards and other open space.

MOBILE HOME - A singular prefabricated structure designed for transportation after fabrication on streets and highways on its own wheels and chassis and arriving at the site where it is to be occupied as a dwelling complete and ready for assembly operations, for living and sleeping quarters also includes trailer homes and mobile homes used for any purpose.

MOBILE HOME PARK - A parcel or contiguous parcels of land under one ownership which has been so designated and improved that it contains two or more mobile home lots for residential use.

PERMANENT DWELLING OR PLACE OF BUSINESS - Any unit used for dwelling or business occupancy over five days in any month or over 30 days in any calendar year.

RAMADA - Any free standing roof or shade structure installed or erected above an occupied mobile home or any portion thereof.

"R" FACTOR - The thermal resistance of a material.

SITE - Any lot or parcel of property located in the City where the structure is to be located.

SKIRTING - Any type of wainscoting around the lower part of mobile homes between the ground and the exterior edge of the bottom of the mobile home, covering wheels and undercarriage.

SNOW LOADS - The weight superimposed upon the roof by the accumulation of snow and other precipitation.

TIE-DOWNS - Any device designed for the purpose of anchoring a mobile home to ground anchors.

TRAVEL TRAILER, MOTOR HOMES, TRUCK CAMPERS - Any unit designed for movement on a roadway by the use of wheels 8'0" or under in width or 32'0" or under in length and not used as a permanent dwelling or office.

WIND LOADS - The lateral or vertical pressure or uplift on the mobile home due to wind blowing in any direction.

A. The following mobile homes shall be exempt from the provisions of this Section 3-1-3:

1. Mobile homes placed in designated mobile home parks;
2. Mobile homes in commercial mobile homes sales, construction, or repair yards, not being used as a dwelling.

B. Mobile homes located in designated mobile home subdivisions shall be exempt from the provision of Section 3-1-3(a)1.

3.28 Standards For Modular And Manufactured Buildings

A. All modular or manufactured buildings located on private lots within the City shall comply with the following requirements not more than 45 days after issuance of a placement permit as provided in Section 3-1-5:

1. It is built on a permanent chassis and designed to be used with a permanent foundation when connected to utilities and which is constructed certified and labeled in accordance with current HUD manufactured home standards or meets all requirements of the adopted building code of the City;

2. It is placed on a permanent footing, foundation that complies with the UBC with the lower perimeter enclosed;
3. It has a lower perimeter enclosure which:
 - a. meets or is attached to the lower outside edge of the manufactured home; and
 - b. is designed to extend the vertical plane of each exterior wall of the manufactured home from its lower outside edge to the finished grade of the ground;
4. It has a means of access to the undercarriage of the home by an opening of not less than five square feet, through the exterior enclosure or foundation which meets the exterior design or trim of the manufactured home;
5. Any material which is used to enclose the lower perimeter is designed and constructed to withstand the effects of wind, soil pressures, decay, termites and to prevent entry by rodents;
6. All tongues, towing devices, undercarriage support structure used solely for transportation to the site and wheels have been removed from the lot on which the manufactured home is situated;
7. The specifications and plans for the design and construction of the foundation and utilities have been filed with and permitted by the building official;
8. All lower perimeter enclosures, decks, walks, steps, handrails, sheds and accessory buildings have been permitted, inspected and approved by the building official;
9. It has permanent connections to all utilities;
10. All utility shutoff valves, meters and regulators are located somewhere other than underneath the structure;
11. A permanent method of anchorage capable of withstanding an uplift pressure of 150 pounds per lineal foot of foundation wall between the building system and the foundation or footing;
12. As used in this Section 3-1-4, "modular buildings" or "manufactured homes" shall mean a structure composed of two or more pre-assembled major building sections, fabricated at some location other than the site, which are designed as dependent units that must be joined at the site to

form a usable, single, unified structure. The joining of two independent, self-contained structures or any one independent structure, shall not constitute a modular building. A modular or manufactured home shall not include a mobile home. (*Section 3-1-4 (A) amended by Ordinance 990, Effective 9/29/97*)

- B. As used in this Section 3-1-4, "modular buildings" shall mean a structure composed of two or more pre-assembled major building sections, fabricated at some location other than the site, which are designed as dependent units that must be joined at the site to form a usable, single, unified structure. The joining of two independent, self-contained structures, or any one independent structure, shall not constitute a modular building.

3.30 Mobile Home, Manufactured Home And Modular Building Placement Permits

- A. No person shall set up, locate, or replace a mobile home, manufactured home or modular building, as defined in Section 3-1-3 and 3-1-4, on private land in the City, or cause the same to be done, without first obtaining a permit from the proper administrative authority. An applicant for a permit shall provide the administrative authority with such written information as the authority may require to fulfill his duty to enforce any applicable codes or standards. Fees shall be according to the City of Lander Fee Schedule.
- B. The administrative authority may issue a temporary mobile home placement permit during construction of a permanent facility when all of the following conditions are met:
1. the mobile home will not be used as a dwelling;
 2. the mobile home is located on the same lot as the construction; and
 3. the mobile home shall be removed within 10 days of issuance of the occupancy permit.

A temporary placement permit will be exempt from Section 3-1-3 and shall be valid for not more than six months from date of issuance. A temporary placement permit may be renewed at the discretion of the administrative authority.

(*Section 3-1-5 amended by Ordinance 990, Effective 9/29/97*)

HISTORY

Amended by Ord. [1193](#) on 11/15/2015

~~3-1-6 Violations~~

~~Violation or noncompliance with any code or standard adopted under this Title, or interference or attempt to interfere with the administrative authority charged with enforcement of such codes or standards, shall be deemed to be a violation of the Title. Any charge specifying a violation of this Title shall state the act complained of or the specific section of the code or standard not complied with. Each day of a continuing violation of this Title shall be deemed a separate offense.~~

~~(Amended by Ordinance 730, effective 6-14-82.)~~

~~3-1-7 Administrative Authority~~

~~The administrative authority or authorities charged with enforcement of codes and standards adopted under this Title shall be appointed by the Mayor, subject to the approval of the City Council. The administrative authority so appointed shall be certified by the A.S.B.C.I or the State of Wyoming as a fire marshal, and shall have no interest, directly or indirectly, in the sale or manufacture of any materials, process or device used in or in connection with building construction, repair, alterations, removal or demolition.~~

~~3-1-8 Duties And Powers Of Administrative Authority~~

~~The administrative authority shall have the following duties and powers:~~

- ~~A. To require the submission of such plans and specifications for any proposed work or structure which is subject to the codes and standards adopted under this Title, as the authority may deem necessary to facilitate his inspection of such work.~~
- ~~B. To issue any permit and collect the fee therefore, whether temporary or permanent, as may be required for work or structures subject to the adopted codes and standards; temporary permits require the same fee as a permanent permit and shall be upon such terms and conditions as the administrative authority may establish.~~
- ~~C. To make periodic and final inspection and tests of all work or structures subject to the adopted codes and standards; the authority shall have the right, during reasonable hours, to enter any premises for the purpose of inspecting and testing any work or structure subject to the adopted codes and standards and to correct or render inoperable any work or structure not done in compliance with the adopted codes and standards when the person performing such work has refused to bring the work or structure into compliance within a reasonable time after notification of~~

~~noncompliance by the authority, and for such purpose has the powers of a police officer. The authority shall have the right and power to require the person performing work subject to the adopted codes and standards to uncover any such concealed work for the purpose of inspection, unless the authority has failed to inspect such work within 48 hours (exclusive of holidays, Saturdays and Sundays) after receiving notice that such work is ready for inspection.¶¶~~

~~D. Upon request of the property owner, the authority shall inspect any work or structure not subject to the adopted codes and standards and shall issue a written statement of the changes necessary to bring the work or structure into compliance.¶¶~~

~~E. The authority appointed to enforce the National Electrical Code shall inspect all private and isolated electric plants (exclusive of public utility corporation plants) now in operation in the City or hereafter installed at least once each year, and shall direct and have the power to see that any dangerous condition is remedied immediately at the expense of said facility.¶¶~~

~~F. After inspection, the authority will leave a notice in the form of a tag attached to the work or structure stating the date and that the work or structure has passed inspection, or was found not to be in compliance with the requirements of any applicable code or standard, and whether the inspection was intermediate or final.¶¶~~

~~G. To order the discontinuance of an appropriate utility service to any building or structure which is subject to the adopted codes or standards, and found not to be in compliance therewith; such utility service shall not be continued until the utility supplier has received written notice from the authority stating that such utility service may be resumed; such power shall not extend to power houses and substations of electric light, heat and power companies operating under a franchise granted by the City, and equipment installed by companies operating under a Federal, State, or City franchise in the telephone, telegraph, railroad and radio transmitting industries.¶¶~~

~~H. The authority charged with enforcement of the National Electrical Code shall have general supervision over the placing, stringing, and attaching of telephone, telegraph, electric light or other wires, only in so far as fire prevention, accident, or injury to person or property is concerned, and any or all of such wires or electrical apparatus now existing as well as those hereafter constructed and placed, and whenever any electrical wire or other piece of electrical apparatus is or shall become defective or dangerous, the authority shall at once notify the owner or the agent of the owner of said electrical apparatus to repair or remove the wire or apparatus within a reasonable time, shall cause said wire or apparatus to be removed or repaired at the expense of said owner or agent. Failure of owner or agent to pay the costs of repairing or removing said wire or apparatus shall be deemed a violation of this ordinance.¶¶~~

- ~~I. The authority charged with the enforcement of the National Electrical Code shall have power to request any person operating electrical or other wires under any street, alley, or building to furnish an accurate and detailed statement of the number and location of all subways and manholes, and the method of operating such system. Failure to furnish such information within 15 days of request shall constitute a violation of this ordinance.¶~~
- ~~J. Any power or duty granted by any adopted code which is not consistent with other provisions of this Title.~~

~~3-1-9 Appeal From Actions Of Administrative Authority¶~~

~~Any person aggrieved by the failure or refusal of the administrative authority to issue a permit or a certificate of inspection codes and standards or from an order of the authority which is deemed to be in excess of the authority's powers may file a written petition for review with the City Clerk which is addressed to the Board of Appeals. The Board of Appeals shall consist of the members of the Board of Examiners as established in Section 13-8-4. The Clerk shall set a date for hearing of such petition, and shall give all interested parties not less than 10 days' notice of such hearing. The decision of the Board shall be final, except that the Governing Body may review such decision should good cause appear.¶~~

~~(Section 3-1-9 amended by Ordinance 818, effective 1-12-88.)¶~~

~~3-1-10 Application Of Title¶~~

~~Unless otherwise stated in any code, the provisions of the codes and standards adopted under this Title 3 shall apply to all persons performing work or concerning structures which are subject to the adopted codes and standards from and after the effective date for the adoption of each code or standard, but shall not apply to work performed prior to such effective date, nor require work or structures in existence on the effective date to be altered to comply with such codes and standards, until alterations or repairs are made, and then only to the extent of such alterations or repairs.¶~~

~~3-2-1 Amendments To The International Building Code¶~~

~~The following amendments are made to the International Building Code, 2000 Edition:¶~~

~~(a) Chapter 1, Section 106.2 Exempted Work, page 1-2, subparagraphs 1, 2, 3, 4, 5, 6, 7 & 10 are hereby repealed and subparagraphs 8, 9 and 11 are renumbered to read as follows:~~

~~Section 106.2 Exempted Work. A building permit will not be required for the following:~~

- ~~1. Oil Derricks;~~
- ~~2. Moveable cases, counters and partitions not over 5 feet high;~~
- ~~3. Painting, papering and similar finish work;~~
- ~~4. Temporary motion picture, television and theater stage sets and scenery;~~
- ~~5. Prefabricated swimming pools accessory to Group R, Division 3 Occupancy in which the pool walls are entirely above the adjacent grade and if the capacity does not exceed 5,000 gallons;~~
- ~~6. Repair or maintenance work occasioned by damage from weather if the total cost of said work does not exceed \$500.00;~~
- ~~7. Window replacement if they are retrofit;~~
- ~~8. Repair and maintenance of electrical, plumbing, refrigeration, HVAC and water and sewer service;~~
- ~~9. Flat concrete work, if it is not a structural element;~~
- ~~10. Temporary signs;~~
- ~~11. Reroofing;~~
- ~~12. Siding;~~
- ~~13. Soffit and Facia;~~

~~Unless otherwise exempted by this Code, separate plumbing, electrical and mechanical permits will be required for the above exempted items. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner which violates the provisions of the Code or any other laws or ordinances of this jurisdiction.~~

HISTORY

Amended by Ord. [1047](#) on 12/18/2001

Amended by Ord. [1049](#) on 4/9/2002

Amended by Ord. [1068](#) on 8/12/2003

Repealed & Replaced by Ord. [2021-2](#) on 7/13/2021

3-3-1 Amendments To The Uniform Sign Code

The following amendments are made to the Uniform Sign Code, 1997 Edition:

(a) Chapter 2, Section 214, page 4, is hereby amended in part, concerning the definition of "sign" to add the following:

"Sign" shall be deemed to include signs, painted on buildings and signs in windows directed to the exterior, but only for the purpose of determining total permissible sign area.

"Sign" shall not be deemed to include signs serving a governmental function or which are required by law.

(b) Chapter 3, Section 303, page 5, is hereby amended to repeal subpart 3 thereof, and reenact the same to read as follows:

3. A single temporary sign advertising the sale, lease or rental of the property upon which the sign is located.

(c) Chapter 4, pages 7 through 10, is amended to create a new section 404 to read as follows:

Section 404. Height. No sign shall exceed a height of 30 feet from the established grade to the top of the sign.

(d) Chapter 4, pages 7 through 10, is amended to create a new Section 405 to read as follows:

Section 405. Surface Area Limitations.

a. Surface area shall be computed by measuring the surface area on the largest face of the sign, but if the sign has more than two faces used for advertising, the surface area shall be the total of all faces. Individual signs consisting of letters or words which as a group form words or phrases shall be deemed to constitute one entire sign which includes the space between the individual words or phrases.

b. No single projecting sign shall exceed 80 square feet.

c. For all business premises:

1. The surface area of all pole, fin and ground signs combined shall not exceed 180 square feet, except as noted in Section 1505.

~~2. The area of all other signs, including printed surfaces and window signs larger than one-half square foot, shall be limited to two (2) square feet per lineal foot for each individual side of the building.~~

~~3. Directional signs which do not contain advertising or trade names shall not be included in calculating these limitations.~~

~~(c) Chapter 4, pages 7 through 10, is amended to create a new Section 406 to read as follows:~~

~~Section 406. General Requirements~~

- ~~a. No sign shall contain any flashing or strobe type lights~~
- ~~b. Moveable signs, except for those allowed by Section 1502,703, or signs advertising candidacy for political office, shall be considered as temporary signs and shall meet all requirements pertaining to temporary signs.~~
- ~~c. Subsection (a) and (b) shall not apply to the part of any sign indicating time, temperature, stock market quotations or similar public services.~~
- ~~d. No sign shall be placed so as to obstruct the vision of vehicular traffic, interfere or be confused with any authorized traffic sign or signal, or create glare or reflection that may constitute a traffic hazard.~~
- ~~e. No illuminated sign shall be placed as to constitute a nuisance to any nearby premises. No illuminated sign may directly face any lot in a R-1, R-2, R-3 or R-4 District.~~
- ~~f. All signs shall be maintained in a safe and neat condition. If they are replaced, moved or substantially altered, they shall meet the requirements of the current code.~~

~~(f) Chapter 8, Section 803(a), page 15, is hereby amended to read as follows:~~

~~Section 803(a). Projection. Roof signs may not project over public property or beyond a legal setback line complying with the requirements specified in Section 403.~~

~~(g) Chapter 14, Section 1401, page 21, is hereby amended to read as follows:~~

~~Section 1401(a). Projection and Clearance. A temporary sign may not project over public property or beyond the legal setback line, except that the Council may authorize temporary cloth signs to extend across public streets. Such signs shall maintain a minimum clearance of 20 feet.~~

~~Section 1402(a). Support and Regulation.~~

- ~~a. Every temporary cloth sign shall be supported and attached with wire rope of 3/8-inch diameter, or other approved material. Cloth signs shall be perforated over at least 10% of their area to reduce wind resistance. The owner of the cloth sign shall also provide proof of~~

~~insurance covering damage to persons or property for the time between when the sign was installed and the sign was removed. Any cost incurred by the City of Lander due to the failure to meet the requirements of this ordinance shall be the responsibility of the sign owner.¶~~

~~b. All temporary signs shall be removed within 60 days of installation, except for real estate signs as provided for in Section 1502 hereof.¶~~

~~(h) A new Chapter 15 entitled "Miscellaneous Sign Requirements" is hereby created to read as follows:¶~~

~~Section 1501. Name Plates and Home Occupation Signs. Only one Home Occupation sign shall be allowed and each residence occupation sign shall not exceed four (4) square feet in area. They shall not be placed higher than the building to which they are attached. Home occupation signs may only be back-lit or non-illuminated. Off premise signs shall be allowed for home occupations as provided in Section 1504.¶~~

~~Section 1502. Sign Advertising Sale or Lease of Property. In all zones one temporary sign advertising the sale, lease or rental of property on which it is located is allowed. The sign shall not exceed six square feet and shall meet all other requirements for home occupation signs. This section shall apply only in residentially zoned districts.¶~~

~~Section 1503. Signs Identifying Conditional Uses Except for Home Occupations, one sign identifying a permitted conditional use is allowed on the building or in the lot to which it refers; the sign shall meet the requirements for home occupation signs, except that it may contain up to 20 square feet of surface area. Conditional use signs shall be set back 10 feet from any property line except in R-3 and R-MED Districts, where the setback shall be determined by the Board of Adjustment. This section shall apply only in residentially zoned districts.¶~~

~~Section 1504. Billboards, Off-Premise Signs. Off-premise signs are allowed to be located on the sides of Main Street buildings that advertise businesses within Lander city limits. Signs should be placed on buildings in a location that is perpendicular to, and not facing Main Street. These signs shall not exceed 3 feet X 5 feet in size. Electronic, digital and lit signs are not permitted, as these signs are a visual distraction and safety hazard to traffic on Main Street. All other off-premise signs, including billboards, are not allowed. This section shall apply only to permanent signs constructed after August 1, 1995.¶~~

~~a. Section 405(c)(2) shall apply to this section. Additionally, each property shall be limited to one off-premise sign per side.¶~~

~~b. All off-premise signs shall be maintained in a continued state of good repair and legible from a reasonable distance. This section shall apply to all businesses including home occupations and conditional uses.¶~~

~~c. It is the business owner's and property owner's responsibility to ensure the sign meets requirements as determined by the Wyoming Department of Transportation, including formal permits and lettering requirements according to MUTCD guidelines.~~

~~Section 1505. Sign Limitations in C Districts. The following limitation shall apply to signs in a center or complex conducted within C Districts of the City.~~

~~One pole sign may be erected to identify the center or complex which shall not exceed 15 feet in width not having its bottom edge less than 15 feet above the ground. The sign may include the names of individual businesses or professionals located at the center or complex.~~

~~Section 1506. Other Residential Signs. Nothing herein shall be construed to apply to or to regulate any sign in a residential zone, except for home occupation signs, signs advertising sale or lease of property, permitted conditional use signs, political signs or off premises signs.~~

~~(i) Section 703, Page 14. Ground Signs: Projection.~~

~~Ground signs shall not be allowed except to advertise a business or product subject to the following terms:~~

~~1. The sign shall be placed in front the business for which the sign advertises, as provided below, the business for which the sign advertises;~~

~~2. If the maximum size of the sign is as follows:~~

~~a) If on a 12 foot wide sidewalk, the maximum size shall be 3 feet wide by 4 feet 8 inches high;~~

~~b) If on a sidewalk 10 feet or less in width, the maximum size shall be 2 feet wide by 4 feet high;~~

~~2. If the sign is placed on the sidewalk, it shall be placed at the following location thereon:~~

~~a) Ground signs on Main Street shall be placed in the area of the sidewalk that is used for trees, bike racks or trash receptacles;~~

~~b) On all streets other than Main Street, the ground sign shall be next to the business front or property line and shall not impede sidewalk use.~~

~~4. Ground signs shall only be placed on the sidewalk during business hours and shall not interfere with entering or exiting parked vehicles.~~

~~5. There shall only be permitted one ground sign per business.~~

~~6. All ground signs shall be readable and tasteful and no fluorescent colors shall be used.~~

~~7. Ground signs shall be of a design to stand up during severe winds, without sandbags, rock or other weight material, which shall not be used. In case of high winds, the business owner shall remove the sign from the sidewalk area.¶~~

~~8. No glass shall be used on the signs and signs shall not be made of metal drum barrels.¶~~

~~9. Any business owner who places a sign on the sidewalk shall do so at his own risk.¶~~

~~10. Ground signs shall conform to all other provisions of Chapter 4 of the Uniform Sign Code, not inconsistent with the terms hereof.¶~~

~~(j) Chapter 14, Section 1401, page 20, is hereby deleted.¶~~

~~(k) Section 704 is created to read as follows.¶~~

~~Signs Removed ¶~~

~~(1) Upon cessation of the business advertised, all signs, except those integral to a premises being sold, shall be removed within sixty (60) days. Demonstrated arrangements for early removal shall be deemed to comply with this requirement.¶~~

~~(2) Non-compliance with subsection (1) above shall give the City cause to remove the sign after following thirty (30) days notice to the property owner by certified mail and thereafter to bill the owners of the property for the costs of removal. Such billing unpaid within thirty (30) days shall create a lien upon the premises advertised.¶~~

HISTORY

Amended by Ord. [1044](#) on 7/24/2001

Amended by Ord. [1164](#) on 9/27/2011

~~3-4-1 Amendments To International Plumbing Code ¶~~

~~The International Plumbing Code, 2012 Edition, is amended as follows.¶~~

~~(a) Section 608 – PROTECTION OF POTABLE WATER SUPPLY is amended to include the following:¶~~

~~608.1.1 To protect the public potable water supply of the City of Lander from the possibility of contamination or pollution by isolating within the customer's internal distribution system(s) or the customer's private water system(s) such contaminants or pollutants that could backflow into the public water system; and¶~~

~~608.1.2 To promote the elimination or control of existing cross connections, actual or potential, between the customer's in plant potable water system(s) and non-potable water systems, plumbing fixtures and industrial piping systems; and¶~~

~~608.1.3 To provide for the maintenance of a continuing program of cross connection control that will systematically and effectively prevent the contamination or pollution of all potable water systems.¶~~

~~608.1.4 **RESPONSIBILITY** The Wyoming Department of Environmental Quality (Wyoming DEQ) shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of said Wyoming DEQ an approved backflow prevention assembly is required at the customer's water service connection; or within the customer's private water system) for the safety of the water system, the Wyoming DEQ or his/her designated agent shall give notice in writing to said customer to install such an approved backflow prevention assembly(s) at specific location(s) on his/her premises. The customer shall immediately install such approved assembly(s) at his/her own expense; and, failure, refusal or inability on the part of the customer to install, have tested, and maintain said assembly(s) shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.¶~~

~~608.1.5 It shall be the duty of the customer user at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made at least once per year. In those instances where the City of Lander Deems the hazard to be great enough, certified inspections may be required at more frequent intervals. These inspections and test shall be at the expense of the water user and shall be performed by the assembly manufacturer's representative, City of Lander Water Department personnel or by a certified tester approved by the DEQ. It shall be the duty of the City of Lander to see that these tests are made in a timely manner. The customer user shall notify the City of Lander in advance when the tests are to be undertaken so that the customer user may witness the tests if so desired. These assemblies shall be repaired, overhauled, or replaced at the expense of the customer user whenever said assemblies are found to be defective. Records of such test, repairs and overhaul shall be kept and made available to the DEQ.¶~~

~~608.1.6 All presently installed backflow prevention assemblies that do not meet the requirements of this section but were approved assemblies for the purpose described herein at the time of installation and that have been properly maintained, shall, except for the inspection and maintenance requirements under subsection 608.1.5 be excluded from the requirements of these rules so long as the DEQ is assured that they will satisfactorily protect the utility system. Whenever the existing assembly is moved from the present location, requires more than minimum maintenance, or when the DEQ finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this section.~~

~~HISTORY~~

~~Amended by Ord. [1182](#) on 10/22/2013~~

~~Repealed & Replaced by Ord. [2021-2](#) on 7/13/2021~~

~~3-5-1 Amendments To The International Residential Code~~

~~The following amendments are made to the International Residential Code, 2018 Edition:~~

~~HISTORY~~

~~Amended by Ord. [1212](#) on 5/9/2017~~

~~Amended by Ord. [1225](#) on 5/14/2019~~

~~Amended by Ord. [2021-2](#) on 7/13/2021~~

~~3-40-4 3.32 Flood Damage Prevention Statutory Authorization, Findings Of Fact, Purpose And Methods~~

~~A. 3.32.010 - STATUTORY AUTHORIZATION~~

The Legislature of the State of Wyoming has in Wyoming State Statute 15-1-103 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Governing Body of the City of Lander, Wyoming, does ordain as follows:

~~3.32.020 Flood Damage Prevention Statutory AuthorizationB. FINDINGS OF FACT~~

1. The flood hazard areas of Lander, Wyoming are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood proofed or otherwise protected from flood damage.

~~3.32.030 Flood DamageeC. STATEMENT OF PURPOSE~~

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
7. Insure that potential buyers are notified that property is in a flood area.

3.32.040 Flood Damage~~D.~~ **METHODS OF REDUCING FLOOD LOSSES** - In order to accomplish its purposes, this ordinance uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase flood damage;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

HISTORY

Amended by Ord. [1167](#) on 8/23/2011

3.32.050 Flood Damage~~3-10-2~~ **Definitions**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A. ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

B. APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

C. AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

D. AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

E. BASE FLOOD - means the flood having a one percent chance of being equaled or exceeded in any given year.

F. BASEMENT - means any area of the building having its floor sub-grade (below ground level) on all sides.

G. CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

H. DEVELOPMENT - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

I. ELEVATED BUILDING - means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the

bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.¶

~~J.~~ **EXISTING CONSTRUCTION** - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date.

"Existing construction" may also be referred to as "existing structures."

~~K.~~ **EXISTING MANUFACTURED HOME PARK OR SUBDIVISION** - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

~~L.~~ **EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION** - Means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

~~M.~~ **FLOOD OR FLOODING** - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters.
2. the unusual and rapid accumulation or runoff of surface waters from any source.

~~N.~~ **FLOOD INSURANCE RATE MAP (FIRM)** - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

- O. FLOOD INSURANCE STUDY** - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.
- P. FLOODPLAIN OR FLOOD-PRONE AREA** - means any land area susceptible to being inundated by water from any source (see definition of flooding).
- Q. FLOODPLAIN MANAGEMENT** - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.
- R. FLOODPLAIN MANAGEMENT REGULATIONS** - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction. ¶
- S. FLOOD PROTECTION SYSTEM** - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.
- T. FLOOD PROOFING** - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. ¶
- U. FLOODWAY (REGULATORY FLOODWAY)** - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- V. FUNCTIONALLY DEPENDENT USE** - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
- W. HIGHEST ADJACENT GRADE** - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. ✕.

- **HISTORIC STRUCTURE** - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the

Secretary of Interior; or

4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. by an approved state program as determined by the Secretary of the Interior or;
 - b. directly by the Secretary of the Interior in states without approved programs.

~~Y.~~ **LEVEE** - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

~~Z.~~ **LEVEE SYSTEM** - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

~~AA.~~ **LOWEST FLOOR** - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building accessory storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

~~AB.~~ **MANUFACTURED HOME** - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

~~AG.~~ **MANUFACTURED HOME PARK OR SUBDIVISION** - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

~~AD.~~ **MEAN SEA LEVEL** - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

~~AE.~~ **NEW CONSTRUCTION** - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

~~AF.~~ **NEW MANUFACTURED HOME PARK OR SUBDIVISION** - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

~~AG.~~ **RECREATIONAL VEHICLE** - means a vehicle which is:

1. built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. designed to be self-propelled or permanently towable by a light duty truck;
and
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

~~AH.~~ **START OF CONSTRUCTION** - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does

not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

~~AI.~~ **STRUCTURE** - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

~~AI.~~ **SUBSTANTIAL DAMAGE** - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

~~AK.~~ **SUBSTANTIAL IMPROVEMENT** - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or
2. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

~~AL.~~ **VARIANCE** - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.).

~~AM.~~ **VIOLATION** - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d) (3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

~~AN.~~ **WATER SURFACE ELEVATION** - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

HISTORY

Amended by Ord. [1167](#) on 8/23/2011

3-32.603-40-3 General Provisions

- A. **LANDS TO WHICH THIS ORDINANCE APPLIES** - The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Lander, Wyoming.
- B. **BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD** The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Fremont County and Incorporated Areas," dated September 16, 2011 with accompanying Flood Insurance Rate Maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.
- C. **ESTABLISHMENT OF DEVELOPMENT PERMIT** - A Development Permit shall be required to ensure conformance with the provisions of this ordinance.
- D. **COMPLIANCE** - No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.
- E. **ABROGATION AND GREATER RESTRICTIONS** - This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- F. **INTERPRETATION** - In the interpretation and application of this ordinance, all provisions shall be:
 - 1. considered as minimum requirements;
 - 2. liberally construed in favor of the governing body; and
 - 3. deemed neither to limit nor repeal any other powers granted under State statutes.
- G. **WARNING AND DISCLAIMER OR LIABILITY** - The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods

can and will occur and flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

H. **SEVERABILITY** - This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

HISTORY

Amended by Ord. [1167](#) on 8/23/2011

3-32.0703-10-4 Administration

A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR - The Building

~~Official Inspector~~ and/or **City** Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR -

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
3. Review, approve or deny all applications for development permits required by adoption of this ordinance.
4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which

prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Wyoming Office of Homeland

Security, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
8. When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.
9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community **first** applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

3-32-080G. PERMIT PROCEDURES -

1. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - b. Elevation in relation to mean sea level to which any nonresidential structure shall be Flood proofed;
 - c. A certificate from a registered professional engineer or architect that the nonresidential Flood proofed structure shall meet the flood proofing criteria of Article 5, Section B(2);
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - e. Maintain a record of all such information in accordance with Article 4, Section (B)(1).
2. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:
- a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - h. The necessity to the facility of a waterfront location, where applicable;

- i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- j. The relationship of the proposed use to the comprehensive plan for that area.

3-32-090D. **VARIANCE PROCEDURES -**

1. The appeal Board as established by the community shall hear and render judgement on requests for variances from the requirements of this ordinance.
2. The Appeal Board shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
3. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
10. Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon:
 - (1) showing a good and sufficient cause;
 - (2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - (3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - c. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - a. the criteria outlined in Article 4, Section D(1)-(9) are met, and
 - b. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

HISTORY

Amended by Ord. [1167](#) on 8/23/2011

3-32-1003-10-5 Provisions For Flood Hazard Reduction

A. **GENERAL STANDARDS** - In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

B. **SPECIFIC STANDARDS** - In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B(8), or (iii) Article 5, Section C(3), the following provisions are required:

1. **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C(1)a., is satisfied.
2. **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with

walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood proofed shall be maintained by the Floodplain Administrator.

3. **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. **Manufactured Homes –**

- a. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in

a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 - (1) the lowest floor of the manufactured home elevate to or above the base flood elevation, or
 - (2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

5. Recreational Vehicles - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

- a. be on the site for fewer than 180 consecutive days,
- b. be fully licensed and ready for highway use, or
- c. meet the permit requirements of Article 4, Section C(1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

3-32-110G. STANDARDS FOR SUBDIVISION PROPOSALS -

- 1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.
3. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.
4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

3-32-120D. FLOODWAYS - Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
2. If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.
3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

3-32-130-E. BELOW-GRADE RESIDENTIAL CRAWLSPACE CONSTRUCTION - New construction and substantial improvement of any below-grade crawlspace shall:

1. Have the interior grade elevation that is below base flood elevation no lower than two feet
2. Have the height of the below-grade crawlspace measured from the interior grade of the crawlspace to the top of the foundation wall, not exceeding four feet at any point;
3. Have an adequate drainage system that allows floodwaters to drain from the interior area of the crawlspace following a flood;
4. Be anchored to prevent flotation, collapse, or lateral movement of the structure and be capable of resisting the hydrostatic and hydrodynamic loads;
5. Be constructed with materials and utility equipment resistant to flood damage;
6. Be constructed using methods and practices that minimize flood damage;
7. Be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding
8. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must meet or exceed the following minimum criteria:
 - a. A minimum of two opening having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b. The bottom of all openings shall be no higher than one foot above grade
 - c. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

3-32-140F. STANDARDS FOR ZONES WITHOUT BASE FLOOD ELEVATIONS AND/OR FLOODWAY (A ZONES) - These standards apply in Special Flood Hazard

Areas where streams exist but no base flood elevation data have been provided (A Zones), or where base flood data have been provided but a floodway has not been delineated.

1. When base flood elevation or floodway data have not been identified by FEMA in a Flood Insurance Study and/or Flood insurance Rate Maps, then the Floodplain Administrator shall obtain, review, and reasonably utilize scientific or historic base flood elevation and floodway data available from a federal, state, or other source, in order to administer this ordinance. If data is not available from any source, only then the following provisions apply.
2. In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement or crawlspace) elevated no less than two feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movement of flood waters shall be provided in accordance with the constructions standards in Section A and B (3) of this article.

3-32-160-G. PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$ 750.00 or imprisoned for not more than six months, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Lander from taking such other lawful action as is necessary to prevent or remedy any violation.

3-32-170H. CERTIFICATION

It is hereby found and declared by the City of Lander that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

HISTORY

Amended by Ord. [1167](#) on 8/23/2011

RESOLUTION 1372

A RESOLUTION OF THE CITY OF LANDER, WYOMING, FORMALLY
ADOPTING THE CITY OF LANDER STRATEGIC PLAN PILLARS: 2025-2029

WHEREAS, the City of Lander recognizes the importance of a comprehensive and forward-looking strategic plan to guide the community’s growth, development, and public services; and

WHEREAS, City staff, elected officials, and community stakeholders have engaged in a collaborative process to identify priorities, goals, and strategies that reflect the values and vision of Lander’s residents; and

WHEREAS, the resulting *City of Lander Strategic Plan Pillars: 2025-2029*, dated July 2, 2025 establishes a framework for decision-making, resource allocation, and performance measurement over the next four years; and

WHEREAS, the Lander City Council has reviewed the proposed Strategic Plan and finds it to be in the best interest of the City and its citizens;

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

- 1. Adoption. The City of Lander hereby formally adopts the *City of Lander Strategic Plan Pillars: 2025-2029*, dated July 2, 2025.
- 2. Implementation. City departments and staff are directed to align their work programs and annual budgets with the goals and objectives set forth in the Strategic Plan.
- 3. Monitoring and Reporting. The City Administration shall provide bi-annual progress updates to the City Council regarding implementation milestones, measurable outcomes, and necessary revisions.
- 4. Community Engagement. The City reaffirms its commitment to maintaining open communication with residents and stakeholders throughout the plan’s implementation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF LANDER that the *City of Lander Strategic Plan Pillars: 2025-2029*, dated July 2, 2025, attached hereto and incorporated herein is hereby adopted.

PASSED, APPROVED AND ADOPTED the ____ day of _____, 2025.

THE CITY OF LANDER,
A Municipal corporation

BY: _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on _____, 2025, and that the meeting was held according to law; all council members were present; and that the said Resolution has been duly entered in the resolution book of the City of Lander.

Rachelle Fontaine, City Clerk

City of Lander Strategic Plan Pillars: 2025-2029

The suggested strategic pillars and priorities within this document were identified in February – April 2025 through the following activities and channels:

- *Discovery meetings and review of relevant existing resources*
- *Council survey and working session*
- *Staff survey and working session*

The City generated additional revisions during the presentation of findings on Tuesday, May 20, 2025, which are reflected within the following document. The goal of the process was to produce a simple strategic plan framework that can be used to define City activities and workplans over the next 5+ years.

Strategic planning implementation recommendations:

1. Recommend that the City adopt 3-4 primary pillars underneath which activities are arranged. These should be goals/ways of operating that are critical to the city and communicate high-level areas of work to internal and external audiences. Three suggested pillars are identified within this draft.
2. Recommend that the City organize all tasks in Airtable and workplans around final pillars and goals; this ensures connectivity between City activities and overall strategy.
3. **Recommend that all goals are made actionable.** The initial draft language creates a suggested framework that can be revised and refined.
4. Recommend that the City invest regular time into strategic plan touch points to measure progress, as well as additional time into finalizing the plan. This may include quarterly or annual updates on strategic plan progress, a regular agenda item, and the inclusion of strategic pillars in staff reports.
5. Recommend that the City identify revenue generation priorities associated with each pillar. Suggested revenue concepts are included in this draft.

● **Pillar 1: Strengthening operational excellence**

Highest Priority:

- Ensure long-term stability within City operations by **securing the organizational structure, staffing stability and financial resources of the City.**
 1. Conduct research supporting the development of a charter ordinance that outlines the governance structure of City staff and ensures the continuity of City institutional knowledge.
 2. Continue to implement succession planning, ensuring a professionalized approach to preparing leadership roles within the City for generational transitions through identified knowledge, skills, and abilities associated with each role.
 3. Maintain exceptional stewardship of City financial resources.

Additional priorities:

- Invest in robust **strategic communications and community engagement** planning that reaches both internal City and external public audiences.
 - Internal communications: Continue to develop communications channels and tactics that ensure clear, timely, and accurate delivery of information and feedback between City staff, elected officials, agency partners, and other critical internal stakeholders. This may include development of a regular roundtable meeting.
 - External communications: Develop a public engagement plan for each strategic plan objective, including both in-person and online channels.
- Maintain **code enforcement** activities, looking for opportunities to maximize efficiency and effectiveness.
- Pursue efficiency and solutions that maximize cost effective use of City resources in the **City's physical plant.**
 - Maintain a focus on completing maintenance activities within City buildings and yards.
 - Ensure ADA compliance in all city facilities.
 - Continue to implement energy efficiency measures within City properties.
 - Ensure resilience to cybersecurity threats, including through fiber interconnectivity, including conducting a cybersecurity audit.
- Explore opportunities to **revise or create licensing ordinances.**
 - Pursue a revision of liquor licensing statute to add additional enforcement capacities.
 - Research the potential for establishing a ordinance creating business licenses with comparable enforcement capacity.

Revenue generation activities: Licensing

● **Pillar 2: Maintaining the City’s physical infrastructure and core services**

Highest priority – infrastructure:

- **Maintain and improve Lander’s infrastructure**, ensuring that citizens can travel and receive utility services safely and efficiently.
 - Prioritize water, sewer, storm drainage, and street maintenance, including continuing to execute on major projects to address deferred maintenance and modernize city infrastructure.
 - Focus on the development of safe routes to schools, ensuring that children and families have access to identified school corridors with appropriate infrastructure to protect public safety.

Additional priorities – services:

- Continue to maintain **law enforcement services** within the City.
 - Prepare to integrate law enforcement strategic goals within the next City strategic planning process.
- Continue **disaster preparedness** efforts to protect the resiliency of City infrastructure, including continuing work on flood and fire mitigation design projects in preparation for a strategic decision by City Council on the future of this work.
- Explore the possibility of **providing services through districts** to increase revenue and decrease expenses. Specifically focus on:
 - Fire district
 - Cemetery district
 - Transportation services
 - Water and sewer regionalization
- Research the development and/or expansion of **public-private partnerships** to create additional or expanded community services.

Revenue generation activities: districts, fees, and grants

● Pillar 3: Investing in quality of life

Highest priority:

- Conduct a robust **economic development strategic planning process** to create a shared understanding and definition of Lander’s economic development vision, and identify priority actions to support economic development. This strategic plan should address:
 - Attainable housing policies and programs
 - Strategic partnerships
 - Transportation infrastructure
 - Considerations for pursuing growth of Lander’s tax base

Additional priorities:

- Pursue public safety, ensuring a strong community sense of security from natural environmental, and other disasters (e.g. cybersecurity).
- Maintain relevant parks and recreational opportunities for the Lander community.
 - Develop infrastructure and long term plans to create new parks and park amenities.
 - Maintain relevant recreational programming and opportunities through partnerships with sports associations and interest groups.
 - Explore opportunities to maximize the benefits of Lander’s recreation district.
- Research and identify any actions needed by the City to advance attainable housing priorities.
- Research policies and programs that may additionally support growth of the City’s tax base.

Revenue generation activities: Partnerships

RESOLUTION 1373

**A RESOLUTION OF THE CITY OF LANDER, WYOMING, TEMPORARILY
WAIVING WATER AND SEWER UTILITY LATE FEES AND SUSPENDING
WATER SERVICE DISCONNECTIONS (“SHUT-OFFS”) FOR NONPAYMENT
FOR THREE BILLING CYCLES CORRESPONDING TO WATER USAGE IN
OCTOBER, NOVEMBER, AND DECEMBER, WITH BILLS DUE IN
NOVEMBER, DECEMBER, AND JANUARY, RESPECTIVELY.**

WHEREAS, the City of Lander owns and operates municipal water and sewer utilities that provide essential services to residents, businesses, and institutions within the City; and

WHEREAS, the City Council finds that temporary customer relief is in the public interest due to extraordinary circumstances and to promote public health, safety, and welfare; and

WHEREAS, the City has authority to establish and modify utility billing policies, fees, penalties, and collection practices; and

WHEREAS, providing short-term relief by waiving accrual of late fees and suspending water shut-offs for nonpayment for a limited duration will help affected customers maintain access to potable water and sanitation without materially impairing the City’s ability to operate its utilities.

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

1. Temporary Waiver of Late Fees: The assessment and collection of late fees on water and sewer utility accounts are waived for three (3) consecutive billing cycles corresponding to water usage during the months of October, November, and December 2025 with utility bills due in November 2025, December 2025, and January 2026, respectively (the “Relief Period”).
2. Suspension of Water Shut-Offs: During the Relief Period, the City shall suspend new water service disconnections (“shut-offs”) for nonpayment for all active customer accounts. Nothing in this section requires restoration of service to accounts that were disconnected before the effective date of this Resolution.
3. Amounts Still Owed: No Forgiveness of Principal. Except for waived late fees as provided herein, all base rates, usage charges, and existing balances remain due and payable and will continue to accrue. This Resolution does not forgive principal amounts owed.
4. Post-Relief Resumption: Upon conclusion of the Relief Period, the City’s standard billing practices, including the assessment of late fees and initiation of shut-offs for nonpayment, shall automatically resume according to the City’s current policies.
5. Payment Plans Encouraged: The Finance/Utility Billing Department is authorized and encouraged to offer and administer reasonable payment plans to assist customers in addressing balances accrued during and before the Relief Period.
6. Administration; Customer Notice: The Mayor and Finance/Utility Billing Department are authorized to take all actions necessary to implement this Resolution, including public notice to customers via the City’s website, bill inserts, social media, and other customary channels.

7. No Precedent: This temporary relief is a one-time, limited measure and shall not be construed to create a continuing policy or vested right to waivers or suspension of shut-offs in the future.

8. Severability: If any provision of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. Effective Date: This Resolution is effective immediately upon adoption and shall remain in effect only for the Relief Period defined above.

PASSED, APPROVED AND ADOPTED the ____ day of _____, 2025.

THE CITY OF LANDER,
A Municipal corporation

BY:_____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on _____, 2025, and that the meeting was held according to law; all council members were present; and that the said Resolution has been duly entered in the resolution book of the City of Lander.

Rachelle Fontaine, City Clerk



City of Lander Board of Adjustments and Planning Commission

October 15, 2025

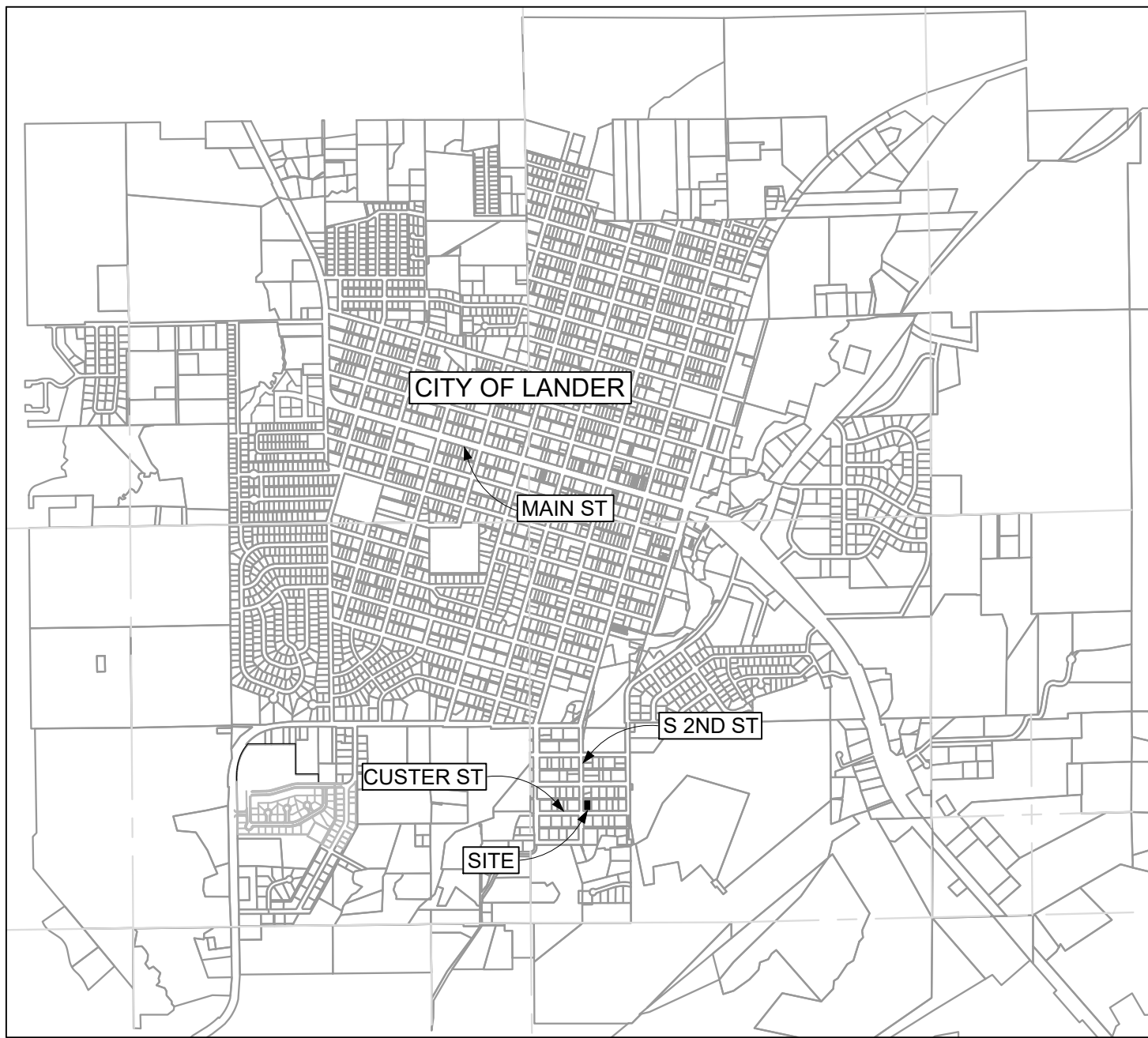
City Staff Comments on S 25.09 Capitol Hill Addition, Block 129 Lots 11-12 replat

This Minor Subdivision is requesting to turn 2 North-South lots into 2 East-West lots to match the built environment. While there were several inquiries about the plat, no public comment has been received as of the date of this letter.

The plat request meets all the requirements for an R-MED zone. The owner will have to provide ADA sidewalk and corner treatment on Custer Street prior to the filing of the plat. The sidewalk must meet all the requirements of Sections 4-9-7.12, 4-9-10, and 5-2-4 of City Code.

City Staff recommends approval of S 25.09, contingent on the plat being recorded after the sidewalk improvements have been completed, inspected, and accepted by the Building Department as required in section 4-9-4.3 O. of the City Code.

RaJean Strube Fossen
Lance Hopkin
Hunter Roseberry



VICINITY MAP
SCALE: 1" = 2000'

LEGEND:

Set Property Corner - 2" Aluminum Cap on a 5/8" x 24" rebar marked	⊙
PELS 10052	
Found existing property corner	⊙
Original Lot Lines	----
Subdivision Boundary	=====
Interior Lot Lines	-----
Utility Easements (UE)	- - - - -
Concrete walks, driveways, structures	=====
Fence lines	=====
Water lines	-----
Sanitary Sewer lines, manhole and cleanout	Ⓢ --- Ⓢ
Original Plat Lot Lines	-----
Proposed Water Line	-----
Proposed Water Curb Stop	Ⓢ
Proposed Sanitary Sewer	-----
Proposed Sewer Cleanout	Ⓢ
Overhead Power & Pole	Ⓢ --- Ⓢ
Underground Gas Line	-----

REPLAT INFORMATION:

2 LOTS - 15,604 SF (0.36 AC.)
ZONE COMMERCIAL

CITY COUNCIL CERTIFICATE:

Approved by the City Council of Lander on this ____ day of ____ 2025.

Mayor

City Clerk

CLERK OR RECORDERS CERTIFICATE:

This plat was filed for record on the Office of the Clerk and Recorder at ____ o'clock ____, on the ____ day of ____, 2025 and is duly recorded in Plat Cabinet ____, Page ____, No. ____

Clerk

Deputy Clerk

CITY ENGINEER CERTIFICATE:

Data on this plat approved by the City Of Lander Engineer on this ____ day of ____ 2025.

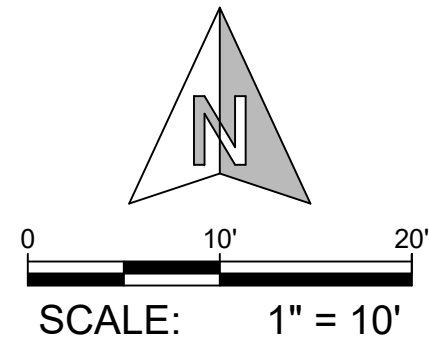
City Engineer

PLANNING COMMISSION CERTIFICATE:

This plat approved by the City Of Lander Planning Commission on this ____ day of ____ 2025.

Chairman

CAPITOL HILL ADDITION BLOCK 129 LOTS 11 & 12 RE-PLAT TO THE CITY OF LANDER SECTION 19, T33N, R99W, 6th PM FREMONT COUNTY, WY

**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

Know all men by these presents that Custer Street LLC, being the owners of Lots 11 & 12 Block 129, Capitol Hill Addition to the City of Lander, Fremont County, Wyoming, as recorded in Quit Claim Deed 2016-1385093 on 8/19/2010, does hereby certify:

That the foregoing plat designated as the Capitol Hill Addition, Block 129, Lots 11 and 12 Re-plat to the City of Lander, is located in the NW1/4NE1/4 of Section 19, Township 33 North, Range 99 West, 6th, Principal Meridian, Fremont County, Wyoming and is more particularly described as follows:

Lots 11 and 12, Block 129, Capitol Hill Addition to the City of Lander, Section 19, Township 33 North, Range 99 West, 6th, Principal Meridian, Fremont County, Wyoming.

Said parcel contains 15,604 square feet or 0.36 acres, more or less.

That this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owners, and proprietors, and that this is a correct plat of the area as it is divided into lots and easements, and

That the undersigned owners of the land shown and described on this plat do hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as already otherwise dedicated for public use.

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

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

EXECUTED this ____ day of ____, 2025

Rocky J. Yargas

STATE OF WYOMING }
COUNTY OF FREMONT } SS.

The foregoing dedication was acknowledged before me, a Notary Public in and for the State of Wyoming, by Rocky J. Yargas, this ____ day of ____, 2025.

By: _____

Witness my hand and official seal

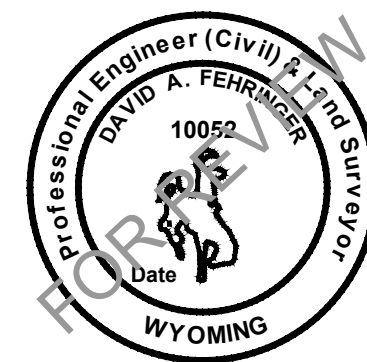
My commission expires _____

EXECUTED this ____ day of ____, 2025

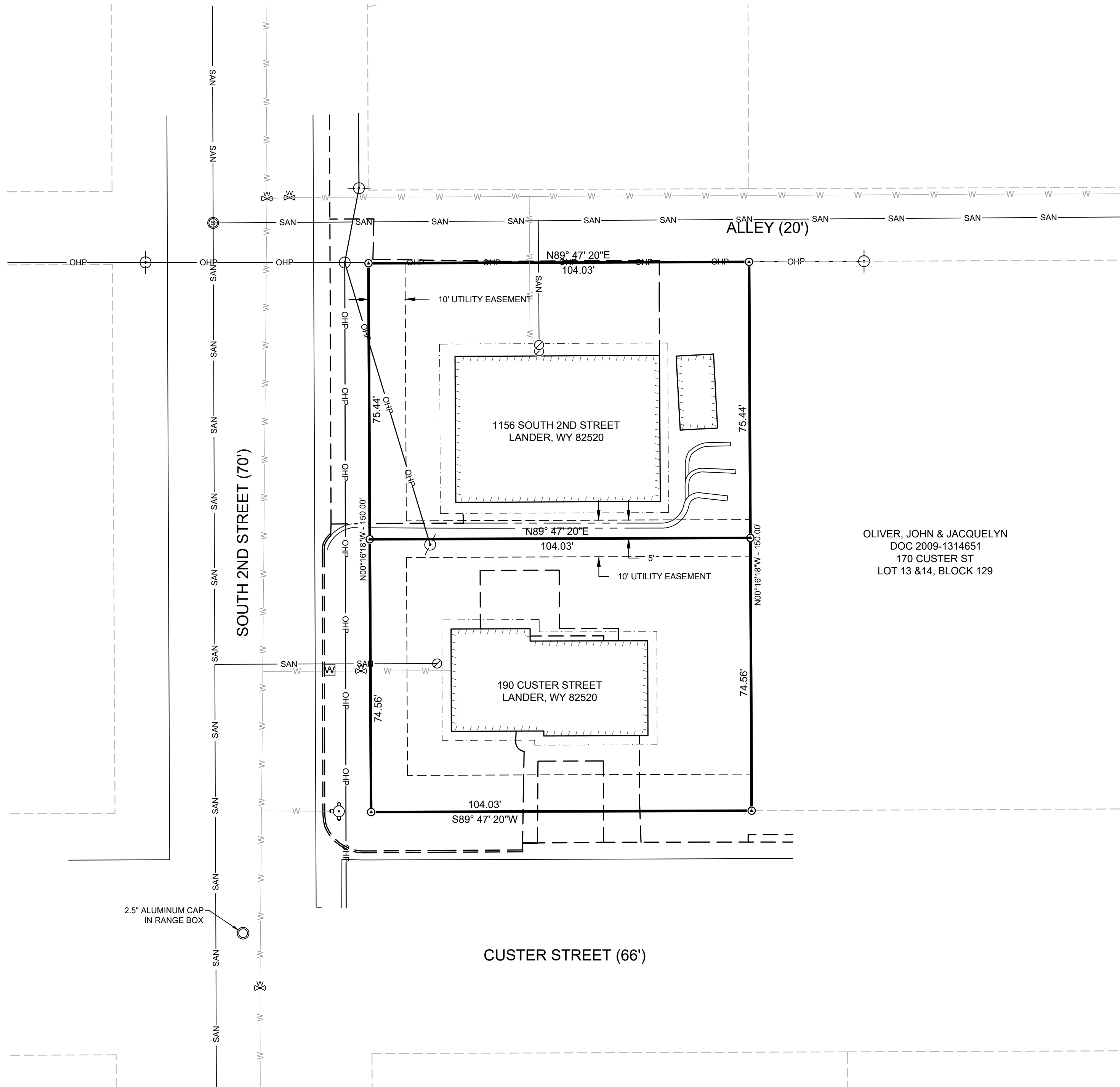
CERTIFICATE OF SURVEYOR

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the CAPITOL HILL ADDITION BLOCK 129, LOTS 11 AND 12 RE-PLAT, SECTION 19, T33N, R99W, 6th PM, TO THE CITY OF LANDER, FREMONT COUNTY, WYOMING; as laid out, plotted, dedicated and shown hereon, that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Lander regulations governing the subdivision of land.

David A. Fehringer, PELS 10052

**NOTES:**

- Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
- All bearings and distances shown on this plat are as measured.
- The water service connection at 1156 South 2nd Street is shown as an approximate location.



FREMONT
ENGINEERING | SURVEYING

155 N 1ST ST., STE A
LANDER, WY 82520

307.206.1007 | FREMONTSURVEYING.COM

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item F.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 12th day of November 2025, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Randall E Frost, whose address is 50 Dutch Ed Ln, 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. 401, 40 feet by 27 feet consisting of approximately 1080 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 12 day of November, 2025, and terminating on the 31st day of December, 2040 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 **\$196.10** 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 **\$0.161 (2025 rate)** per

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item F.

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. 401

Plane Number: __ To be built _____
Manufacturer: _____
Year/Make/Model: _____
Registered Owner(s): _____
Address of Lessee: _____
Business Phone of Lessee: _____
Cell Phone of Lessee: _____
Email of Lessee: _____

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.

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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item F.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item F.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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 unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
18. ADDRESSES FOR NOTICES. All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:
Name: Randall E Frost _____
Address: 50 Dutch Ed Ln, Lander, WY 8250 _____
Email: _randall.frost@yahoo.com_ Phone: _210-860-0029_

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.
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:

LANDER MUNICIPAL AIRPORT
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Section 10, Item F.

- 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.
- 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item F.

- 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.
 - 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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 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.

LANDER MUNICIPAL AIRPORT
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- (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
HANGAR SPACE LAND LEASE AGREEMENT

Section 10, Item F.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Randall E Frost

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: _____

State Farm Fire and Casualty Company

Applicant Name: FROST, RANDY

Binder Effective Date: 10-27-2025

**Homeowners
Application / Binder-Receipt**

50-BR-N474-9

NEW BUSINESS

APPLICANT:	FROST, RANDY	CO-APPLICANT:	FROST, FRANCIS D
MAILING ADDRESS:	50 DUTCH ED LN LANDER, WY 82520-9753	PROPERTY LOCATION:	50 DUTCH ED LN LANDER, WY 82520-9753
MORTGAGEE / ADDITIONAL INTERESTS:			
Named additional insured City of Lander 240 LINCOLN ST LANDER, WY 82520-2848 Loan #:		Mortgagee GUILD MORTGAGE ISAOA/ATIMA PO BOX 85046 SAN DIEGO, CA 92186-5046 Loan #: 749-1063810	

BILLING:

Put application on SFPP: Yes

COVERAGES / PREMIUM SECTION:

Type: HOMEOWNERS	Policy Deductible:	1/2% 3,150	Rate IV:	154%
Policy Coverage	Limit	Premium	Endorsements	Limit Premium
Dwelling (Coverage A)	630,000	2,194.00		
Increased Dwelling - Option ID	126,000		Back-Up Sewer/Drain - Dwelling/ Contents, 10% of Dwelling	10% 63,000 30.00
Dwelling Extension	170,000	321.00	Fire Department Service Charge	500 included
Personal Property (Coverage B)	472,500		Increased Limits	
Personal Liability (Coverage L) each occurrence	1,000,000	34.00		
Medical Payments (Coverage M) each occurrence	10,000	15.00		
Credit Card / Bank Card and Forgery	1,000			
Damage to Property of Others (Each Occurrence)	1,000			
Loss of Use	189,000			
Loss Settlement Options				
Loss Settlement Option - Dwelling	A1 - Replacement Cost - Similar Construction			
Loss Settlement Option - Personal Property	B1 - Limited Replacement Cost			
Accepted Options			Declined Options / Endorsemen	
Jewelry and Furs	1,500 / 2,500 Option JF	10.00	Additional Insured - Option AI	
Silver / Goldware Theft - Option SG	2,500 included		Additional Insured	
Business Property - Option BP	1,500 included		Addl Insured - Special Event	
Building Ordinance or Law - Option OL (% of Coverage A)	10% 63,000		Back-Up Sewer/Drain - Dwelling/ Contents, 5% of Dwelling	
Firearms - Option FA	2,500 included		Building Ordinance or Law - Option OL (% of Coverage A)	25%
			Building Ordinance or Law - Option OL (% of Coverage A)	50%
			Business Property - Option BP	2,500
			Business Property - Option BP	5,000
			Business Pursuits - Option BU	
			Common Construction Rplc Cost	
			Cyber Event, Identity Restoration, and Fraud Loss Coverage	
			Earthquake	
			Energy Efficiency Upgrade	
			Fire Department Service Charge	1,000
			Increased Limits	

To Whom It May Concern,

I, Randall E. Frost, currently residing at 50 Dutch Ed Lane, Lander, WY 82520, do hereby purchase hangar #401(hangar space #1; property description: 10-3399-19-1-00-025.04), located at Hunt Field, Lander, WY 82520, from Bruce A Barr, owner of record and seller, currently residing at 208 S Washington St, Medical Lake, WA 99022 for the sum of \$6,000 cash.

I understand and agree that said transaction is for the hangar structure only, does not include the land on which the structure is located and that acquiring a lease from the City for the land on which the hangar structure is located is the purchaser's responsibility. I further understand and agree that said hangar structure is being purchased in "as is" condition with no warranty to the condition of the structure offered or implied by the seller.

Agreed: Randall E. Frost(Purchaser)
50 Dutch Ed Lane, Lander, WY 82520

 Date: 10/24/25

Agreed: Bruce A. Barr(Seller)
208 S Washington St, Medical Lake, WA 99022

 Date: 10/26/25

