



CITY OF LANDER
REGULAR CITY COUNCIL MEETING

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

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/87673866840?pwd=o0vsKG0r7UTOa11im7xw4uQAAQepFVc.1>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING Ordinance 2026-1 Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2026

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

4. PUBLIC HEARING E's Liquid Courage, LLC d/b/a Liquid Courage Bar & Grill, 592 Main Street Ste 1 & Adjacent covered patio, Lander Wyoming application to transfer of ownership of Retail Liquor License #2 currently held by Liquid Courage LLC, d/b/a Liquid Courage Bar & Grill, 592 Main Street Ste 1 & Adjacent covered patio, Lander Wyoming

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

5. PUBLIC HEARING Sweetwater Investment Properties, LLC d/b/a Wind River Outdoor Co., 8114 HWY 789, Lander, WY, application to transfer ownership and location of Retail Liquor License #15 currently held by American Pizza Partners LP, d/b/a Pizza Hut at 670 E. Main Street Lander, WY.

- A. Open hearing

- B. Introduce and read
- C. Public Comment
- D. Close hearing

6. 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

7. MAYOR AND COUNCIL UPDATES

8. STAFF REPORTS

9. CONSENT AGENDA

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

- [A.](#) Approve February 10, 2026 City Council Regular Meeting Minutes
- [B.](#) Approve February 12, 2026 City Council Special Meeting Minutes
- [C.](#) Approve February 24, 2026 City Council Special Meeting Minutes
- [D.](#) Approve February 24, 2026 City Council Work Session Meeting Minutes
- [E.](#) Approve Bills and Claims
- F. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander CWSRF#125
- G. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander DWSRF#128
- H. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander CWSRF#141
- I. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander CWSRF#142
- J. Approve and authorize the Mayor to sign Amendment Two to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander DWSRF#180
- [K.](#) Approve and authorize the Mayor to sign Amendment One to the Loan Agreement Between the Wyoming State Loan and Investment Board and the City of Lander DWSRF#194

10. NEW BUSINESS (NON-ACTION ITEMS)

- [A.](#) Potential Overtime Policy change discussion

11. NEW BUSINESS (ACTION ITEMS)

- A. Approve first reading of Ordinance 2026-1 Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2026
- B. Approve Resolution 1381 A Resolution Of The Governing Body Of The City Of Lander To Place The Question Of The Three-Quarter Percent (3/4%) Sales And Use Tax For Economic Development On The 2026 Primary Election Ballot To Exclusively Support Ground Ambulance, Commercial Air Service, And Public Ground Transportation
- C. Approve Resolution 1382 Approving Industry Representative Support for the WyoClimbers Spring Fling Fundraiser on March 21, 2026, Pursuant to W.S. 12-5-402 and Exempting the Parking Lot at Wild Iris Mountain Sports located at 166 Main Street, Lander, Wyoming from the Open Container Provisions of City Ordinance 2-2-12
- D. Approve extension of the LOTRA lease and license until December 31, 2026 setting the lease amount at \$1350.
- E. Authorize Mayor to sign the 2026-27 renewal lease for the Lander Senior Center
- F. Award Bid Alternative A for the Buena Vista Water and Roadway Surface Improvement Project to Wilson Brothers Construction, Inc. as recommended by HDR Engineering, Inc. in the amount of \$267,780.00.
- G. Authorize the Mayor to sign the Notice of Award to Wilson Brother Construction, Inc. for Buena Vista Water and Roadway Surface Improvements Project inclusive of Bid Alternate A in the amount of \$267,780, as recommended by HDR Engineering, Inc. for a total award of \$6,898,695
- H. Authorize the Mayor to sign the AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) between the City of Lander and Wilson Brothers Construction, Inc. for the Buena Vista Water and Roadway Surface Improvements Project, inclusive of Bid Alternate A, when all contractual items are received from Wilson Brothers Construction, Inc.
- I. Authorize the Mayor to sign the Notice to Proceed for the Buena Vista Water and Roadway Surface Improvements Project, inclusive of Bid Alternate A, after the AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) is signed by all parties.
- J. Authorize the Mayor to sign the Notice to Proceed for the Jefferson Street Extension Project contingent on receiving all the CDBG contractor required documents.
- K. Approve E's Liquid Courage, LLC d/b/a Liquid Courage Bar & Grill, 592 Main Street Ste 1 & Adjacent covered patio, Lander Wyoming application to transfer of ownership of Retail Liquor License #2 currently held by Liquid Courage LLC, d/b/a Liquid Courage Bar & Grill, 592 Main Street Ste 1 & Adjacent covered patio, Lander Wyoming
- L. Approve Sweetwater Investment Properties, LLC d/b/a Wind River Outdoor Co., 8114 HWY 789, Lander, WY, application to transfer ownership and location of Retail Liquor License #15 currently held by American Pizza Partners LP, d/b/a Pizza Hut at 670 E. Main Street Lander, WY.

12. UNFINISHED BUSINESS (ACTION ITEMS)

- [A.](#) Approve the third and final reading of Ordinance 2025-13 Repealing City Of Lander Municipal Code Title 2 –Sale, Licensing and Use Of Alcoholic and Malt Beverages, Sections 2-1-1 Through 2-5-1 in its Entirety and Replacing It With Title 2 – Sale, Licensing and Use Of Alcoholic and Malt Beverages Sections 2-1-1 Through 2-6-1

13. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

6:00 P.M. Tuesday, April 14, 2026, City Council Chambers

6:00 P.M. Tuesday, May 12, 2026, City Council Chambers

Work Sessions:

6:00 P.M. Tuesday, March 24, 2026, City Council Chambers

6:00 P.M. Tuesday, April 28, 2026, City Council Chambers

All meetings are subject to cancellation or change.

ORDINANCE 2026-1

AN ORDINANCE FIXING AND DETERMINING THE MILL LEVY NECESSARY TO BE LEVIED TO RAISE SUFFICIENT MONEY BY GENERAL TAX TO MEET THE CURRENT EXPENSES OF THE CITY OF LANDER FOR THE FISCAL YEAR COMMENCING JULY 1, 2026.

Section 1: A Mill Levy of eight (8) mills, no more, no less, is hereby fixed, determined and declared necessary to raise sufficient money by general tax upon the property within the City of Lander, Fremont County, Wyoming, to meet the current expenses of said City of Lander for the fiscal year commencing July 1, 2026.

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

PUBLIC HEARING DATE March 10, 2026

PASSED ON FIRST READING March 10, 2026 (proposed)

PASSED ON SECOND READING April 14, 2026 (proposed)

PASSED ON THIRD READING May 12, 2026 (proposed)

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 12th day of May 2026.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By Missy White, Mayor

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on May 12, 2026, following passage, adoption and approval of Ordinance 2026-1, 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 May 16, 2026.

Rachelle Fontaine, City Clerk

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, February 10, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Dan Hahn, Chad Cassady, Melinda Cox, Josh Hahn, Julia Stuble, John Larsen, and Mayor White. Declaration of a quorum. STAFF PRESENT: Interim Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, City Treasurer Kristy Koehn, and City Clerk Rachelle Fontaine.

2. **APPROVAL OF AGENDA**

Council Member Stuble moved to amend the agenda and remove 8.C. Bryan Brown, Summit West P.C., City of Lander Audit Presentation for the Fiscal Year Ending June 30, 2025. Seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

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

3. **COMMUNICATION FROM THE FLOOR**

A. Public Comment. Charles Woolwine said Wyoming ranks 30th in happiness, criticized abortion laws, and urged Lander to become a “sanctuary city for the unborn”.

4. **MAYOR AND COUNCIL UPDATES**

Council Member Stuble reported that the Tree Board is preparing for the April 18 Garden Expo to share tree-care tips and give away trees, with the Mayor also noting Lander’s Tree City USA status. She said Wyoming State Forestry will visit City Park on February 24 to assess tree health and help plan for aging cottonwoods and park safety. She added that the Energy and Environment Task Force is rechecking whether City Hall solar is financially viable without the Blue-Sky match, and she briefly honored the late Mayor Monte Richardson, noting he is still dearly missed.

Council Member J Hahn questioned the treasurer succession plan and added costs. Mayor White said the deputy clerk’s role is longstanding and the new treasurer mainly needs a transfer of Charri Lara’s institutional knowledge, not basic training. The Mayor cautioned the discussion was drifting into personnel matters.

Mayor White shared several updates: she received word from Rep. Larson that HB 69 has advanced and will be heard Thursday in the Transportation Committee, potentially allowing some state land to transfer to the City of Lander for housing development. She also noted concerns about kratom sales and said progress is being made on a broader countywide or statewide ban. She mentioned attending a WAM meeting to testify in support of Lander and appreciated the chance to speak with Governor Gordon about how property tax reductions affect local services, noting impacts to the City’s general fund and the fire department. She asked that the overtime policy discussion be brought back for clearer review at the February 24 session before any vote. She closed by acknowledging Thursday as the one-year anniversary of Mayor Monte Richardson’s passing, urging compassion for his family and encouraging the council to serve Lander with the same dedication and passion Monte embodied.

5. **STAFF REPORTS**

Interim Police Chief Kelly Waugh noted that much of the meeting would focus on the police department, then briefly recognized two people in the room: Duane Kaiser, who retired after more than 28 years of City service, and Rachel Depew, the new administrative assistant.

Public Works Director Hopkin reported that bids were opened for the Buena Vista project, with three bids received and two coming in under the engineer’s estimate; staff are reviewing them and expect to bring a recommendation for award on February 24. He also answered questions about work near City Park, explaining the City has three wells on the newly acquired adjacent property and plans to flow-test and rehabilitate them to potentially create a raw-water irrigation system for the park and ballfields, which could reduce treated-water costs; longer-term plans for that area are still uncertain and may depend on future flood-protection projects. On water supply, Lance said Lander’s drinking-water situation is solid due to strong water rights and reduced leakage, and the City hopes to fill storage while monitoring conditions, though he cautioned the area is very dry and irrigated and other users could feel impacts if runoff and recharge remain low.

City Treasurer Kristy Koehn, on her seventh day, said she spent last week training with the former treasurer, which was very helpful, and is using this week to sort through systems and set up access she needs. She plans to pursue additional training on the accounting software, and noted they already covered key areas like grants, financial statements, budgeting, and the audit. She ended by saying she’s excited to be in the role and thanked everyone.

City Attorney Adam Phillips. Council Member Cox asked for clarification on email etiquette and “reply all” when constituents email the full council. The Mayor said they should not reply-all because it could violate public records and public meetings requirements by creating unadvertised council-wide communication. They clarified that a member may respond to members of the public as long as they do not include enough council members to form a quorum, and the recommendation was to avoid copying any council members on those responses.

6. **CONSENT AGENDA**

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

ROCKY MOUNTAIN POWER ELECTRICITY 23704.57,ROTARY CLUB OF LANDER MAYORS ADMINISTRATION 1000,WATER REFUNDS WATER REFUNDS 94.1,WATER REFUNDS WATER REFUNDS 170.57,WATER REFUNDS WATER REFUNDS 94.38,STATE OF WYOMING - ATTORNEY GENERAL EMPLOYEE SCREENING 39,STATE OF WYOMING - ATTORNEY GENERAL EMPLOYEE SCREENING -39,QUADIENT INC POSTAGE 1000,MASTERCARD: OPERATIONS AND MAINTENANCE 38.8, NEW ASSETS 375.9, WW LAB/TESTING 345, VEHICLE REPAIR 8.52, WW-OPERATIONS & MAINTENANCE 239.92, SHOP SUPPLIES 40.4, OPERATIONS AND MAINTENANCE 169.99, UNIFORMS 765.74, OPERATIONS AND MAINTENANCE 59.37, TELEPHONE & INTERNET 1022.07, WW LAB/TESTING 193.66, TUITION & REGISTRATION 300, VEHICLE REPAIR 55.46, OPERATION/ MAINTENANCE STREETS 8.98, VEHICLE REPAIR 44.95, OPERATIONS AND MAINTENANCE 125.33, SUPPLIES 58.99, EMPLOYEE BENEFIT 159, HOUSEKEEPING SUPPLIES 57.94, SUPPLIES 80, TUITION & REGISTRATION 187.52, SUPPLIES 19.1, POSTAGE 7.85, EMPLOYEE BENEFIT 139.67, WW LAB/TESTING 168.04, TUITION & REGISTRATION 25.5, VEHICLE REPAIR 238.16, SUPPLIES 934.83, VEHICLE REPAIR 1337.31, EMPLOYEE BENEFIT 23.49, SUPPLIES/TOOLS & EQUIP 25.19, TELEPHONE/INTERNET 130.88, SUPPLIES 40, VEHICLE REPAIR 88.13, EMPLOYEE BENEFIT 250, SUPPLIES 153.3, EMPLOYEE BENEFIT 27.13, TELEPHONE 2825.91, SUPPLIES/TOOLS & EQUIP 49.99, SUPPLIES 386.24, SUPPLIES 120.89, VEHICLE REPAIR 179.96, OPERATIONS AND MAINTENANCE 12.99, EMPLOYEE BENEFIT 150.03, SUPPLIES 6.91, SUPPLIES 12.57, SUPPLIES 24.34, PROF. & TECHNICAL SERVICE 16.38, OPERATIONS AND MAINTENANCE 15.99, TELEPHONE & INTERNET 600, DUES 250, SUPPLIES 790, SUPPLIES 450, SHOP SUPPLIES 49.99, EMPLOYEE BENEFIT 88.92, VEHICLE REPAIR 549.99, TELEPHONE 1039.98, HOUSEKEEPING SUPPLIES 53.82, BUILDING MAINTENANCE 48.16, EMPLOYEE BENEFIT 36.75, BUILDING MAINTENANCE 2329.56, OPERATIONS AND MAINTENANCE 124.32, SUPPLIES 100, OPERATIONS AND MAINTENANCE 14.22, EMPLOYEE BENEFIT 133, TELEPHONE & INTERNET 1656.17, TELEPHONE & INTERNET 2103.3, VEHICLE REPAIR 74.05, VEHICLE REPAIR 56.16, TURF & GROUNDS MAINTENANCE 439.38, EMPLOYEE BENEFIT 225, BUILDING MAINTENANCE 864, WATER SAMPLES TESTING 75, OPERATIONS AND MAINTENANCE 64.27, EMPLOYEE BENEFIT 313.27, SUPPLIES 116.96, REPAIR AND MAINTENANCE SERVICE 42.09, FIRE EQUIPMENT MAINTENANCE 585.4, OPERATIONS AND MAINTENANCE 1306.25, SUPPLIES 463.12, SUPPLIES/TOOLS & EQUIP 95.06, SUPPLIES 19, SUPPLIES 368.5, TURF & GROUNDS MAINTENANCE 623.02, OPERATIONS AND MAINTENANCE 23.77, FUEL 32.2, WW LAB/TESTING 315, EMPLOYEE BENEFIT 10.98, EMPLOYEE BENEFIT 196.02, TRAVEL 373.63, VEHICLE REPAIR 38.86, TELEPHONE & INTERNET 15.77, TRAVEL 43.8, FUND EQUIPMENT REPLACEMENT 1139.99, PROFESSIONALS 269, OPERATIONS AND MAINTENANCE 74.33, MEETING EXPENSE 34.94, DUES 110, SUPPLIES 40.73, TUITION & REGISTRATION 12.75, EMPLOYEE BENEFIT 1214.18, BLDG GROUNDS MAINTENANCE 99.89, SHOP SUPPLIES 8.99, VEHICLE REPAIR 35.11, VEHICLE REPAIR 17.89, ICE SKATING 187.5, VEHICLE REPAIR 159.9, OPERATION/

MAINTENANCE STREETS 6.29, EMPLOYEE BENEFIT 60.85, TOOLS & SHOP SUPPLIES 117.99, COMMUNITY DEVELOPMENT 28.43, OPERATIONS AND MAINTENANCE 1333.54, OPERATIONS AND MAINTENANCE 19.78, TUITION & REGISTRATION 150, PROF AND CONSULTING 23.99, VEHICLE REPAIR 162.08, VEHICLE REPAIR 42.99, VEHICLE REPAIR -56.16, VEHICLE REPAIR 4.18, SHOP SUPPLIES 205.05,BLACK HILLS ENERGY GAS 12053.24,AIRMEDCARE NETWORK EMPLOYEE BENEFIT 4743,307 SHREDDING LLC SUPPLIES 75,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 5000,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 397.5, ADELLE SIMON -620, AIRGAS USA LLC OPERATIONS AND MAINTENANCE 85,ALSCO SUPPLIES 44.71,ALSCO LINENS 182.04,ALSCO LINENS 249.14,ALSCO LINENS 241.32,ARDURRA GROUP INC TAXIWAY 41984.25,B & T FIRE EXTINGUISHERS FIRE EQUIPMENT MAINTENANCE 257,B & T FIRE EXTINGUISHERS BUILDING MAINTENANCE 35,B & T FIRE EXTINGUISHERS BUILDING MAINTENANCE 76.5,B & T FIRE EXTINGUISHERS EQUIPMENT REPAIR 114,CITY PLUMBING & HEATING BUILDING MAINTENANCE 47.5,CITY PLUMBING & HEATING BUILDING MAINTENANCE 192.05,CROELL INC TURF & GROUNDS MAINTENANCE 725.25,DORSETT TECHNOLOGIES INC PROFESSIONAL FEES 600,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 130,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 65,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 100,FAIRFIELD TREE AND LAWN CARE COMMUNITY CENTER MAINTENANCE 3500,FERGUSON ENTERPRISES INC WW-OPERATIONS & MAINTENANCE 266.43,FLOWPOINT ENVIRONMENTAL SYSTEMS PROF AND CONSULTING 3756.68,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 1142.35,FREMONT COUNTY TREASURER PRISONER CARE 2310,FREMONT COUNTY TREASURER DISPATCH 21356.25,FREMONT MOTOR COMPANY VEHICLE REPAIR 203.96,FREMONT MOTOR COMPANY VEHICLE REPAIR 281.12,FRONTIER PROPERTY MAINTENANCE COMMUNITY CENTER MAINTENANCE 925,HACH COMPANY OPERATIONS AND MAINTENANCE 2930.7,HDR ENGINEERING INC PROF AND CONSULTING 1728.75,HEALTH EQUITY FLEX SHARE FEES 298.65,HOMAX OIL SALES INC OPERATIONS AND MAINTENANCE 1401.4,HOT SPOTS LLC OPERATIONS AND MAINTENANCE 3768,KLEEN PIPE LLC VIDEO & CLEANING 2453.78,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 1879.54,MES SERVICE COMPANY LLC BUILDING MAINTENANCE 475,MES SERVICE COMPANY LLC FIRE EQUIPMENT MAINTENANCE 779.52,MOTOROLA SOLUTIONS INC NEW ASSETS 157.14,NORCO INC SUPPLIES 102.92,NORCO INC SUPPLIES 99.6,"OFFICE SHOP, INC." SUPPLIES 60.7,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 75.6,OVERHEAD DOOR COMPANY OPERATION/ MAINTENANCE STREETS 767.79,PATRICK CONSTRUCTION INC REPAIR & MAINATENANCE 3069.5,PAYMERANG LLC PROF AND CONSULTING 200,PERFECT POWER INC WW-OPERATIONS & MAINTENANCE 297.21,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 260,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 78,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 208,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 26,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 39,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 351,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 923,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 65,RANGER-JOURNAL-WIND RIVER NEWS ADVERTISING 676,RIVERTON TIRE & OIL CO TIRES 819.8,SENTINEL SECURITY BUILDING MAINTENANCE 190,STRIKE CONSULTING GROUP FARTHING SLIP PROJECT 13040,STRIKE CONSULTING GROUP PROF AND CONSULTING 1030,STRIKE CONSULTING GROUP PROF AND CONSULTING 11452.5,STRIKE CONSULTING GROUP FIFTH STREET PROJECT 280,STRIKE CONSULTING GROUP PROF AND CONSULTING 200,"SUMMIT WEST CPA GROUP, P.C." PROF AND CONSULTING 10000,"SUMMIT WEST CPA GROUP, P.C." PROF FEES COMPUTER 1846.25,TARGET SOLUTIONS LEARNING LLC TUITION & REGISTRATION 3000,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 677,WALLER TECIA COMMUNITY CENTER MAINTENANCE 3400,WAMCO LAB INC. WW LAB/TESTING 2200,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 3010,WESTERN PRINTING CO. SUPPLIES 870.46,WESTERN PRINTING CO. WATER UTILITY BILLING 1481.32,WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 6507.5,WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 210,WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 457.5,WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 3240,WIND RIVER TRANSPORTATION AUTHORITY TRAVEL 18,WWQPCA TUITION & REGISTRATION 120,WYDOT - FINANCIAL SERVICES FUEL 4492.52,WYOGLASS LLC BUILDING MAINTENANCE 3674.68,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 693.75,NWPX GENEVA MISC SMALL STREET REPAIRS 2959.11,WYOMING SIGNS LLC COMMUNITY DEVELOPMENT 12067.41,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 3071, AFLAC 467.26, CSSW 1554.50, COLONIAL LIFE 232.55, PAYROLL TAXES 86831.85, DEFERRED COMP 7340.00, NCPERS 128.00, TRUSTMARK 379.66, WEBT 80642.06, GARNISHMENT 1709.00, PART-TIME WAGES CITY HALL 210.00, MUNIICPAL COURT 1001.70, POLICE DEPARTMEN 1254.00.

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

7. NEW BUSINESS (ACTION ITEMS)

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

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.

- B. Approve 2026-2028 LOTRA Lease Agreement and License and Indemnification Agreement

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

DISCUSSION: Council discussed the ongoing negotiations with LOTRA and the opportunity for a work session discussion. Council discussed tabling the agenda for further discussion and as a voting item on March 10th. Also discussed was the need for a lease extension until April 1, 2026. After discussion with council, the Mayor will call a Special Meeting on February 12, 2026, to consider a lease extension.

Council Member D Hahn moved to table this agenda item until the March 10, 2026, regular meeting for a vote on the new lease and public comment. Seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- C. Consent to the Appointment of Kelly Waugh as the City of Lander Chief of Police

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

8. NEW BUSINESS (NON-ACTION ITEMS)

- A. Administer Oath of Office and Swear in Kelly Waugh as the City of Lander Chief of Police

City Attorney Adam Phillips administered the oath of office and swore Kelly Waugh in as Lander Chief of Police. Mayor White then administered a Police Officer Oath.

- B. Officer Recognition and Commendation for Exemplary Service by Officers Stigers and Millington

Chief Waugh presented a commendation to Officer Ken Stigers and Sergeant Garrett Millington for their actions on January 25, 2026, when they responded after 1 a.m. to a cardiac arrest call involving a 6-month-old infant outside City limits, with no deputy on duty and the nearest ambulance more than 45 minutes away. He said they arrived at a critical scene, immediately began CPR, and transported the child in a police car while continuing CPR en route to SageWest Hospital. Although the outcome was not what everyone hoped, he emphasized their rapid, professional, compassionate response and the impact it had on the family and community and noted the formal commendation letter would be placed in each officer’s personnel file.

- C. Bryan Brown, Summit West P.C., City of Lander Audit Presentation for the Fiscal Year Ending June 30, 2025.

Removed from the agenda during Approval of Agenda

- D. Funding for Key Services Proposed Ballot Language and Memorandum of Agreement

Sarah Reilley and Mick Pryor presented Fremont County Association of Governments (FCAG) committee work on funding three countywide “key services”: ambulance/EMS, commercial air service, and public ground transportation. They explained that ambulance funding is increasingly uncertain due to state-level property tax changes, the system shifted from volunteer-based to paid staffing (creating deficits), and today the county pays about \$2 million for a privately run service while lacking transparency on billing, equipment needs, and capital replacement. The committee estimated annual needs of roughly \$6.5 million total—about \$3.4–\$3.8M for a six-ambulance EMS system, \$2M for the airport’s air service agreement, and \$1M for public transit and said a 0.75% sales tax could roughly cover it, with tight restrictions to ensure funds go only to those purposes. Council members discussed whether to split the tax into separate votes, raised concerns about “economic development” labeling for EMS, and pressed for more open-book contracts and oversight; Pryor said a property-tax district wouldn’t raise enough and argued these services influence workforce and business decisions even if benefits aren’t easily measured. Discussion also flagged governance questions: whether FCAG should oversee distribution, whether a new joint powers board is needed, and how to include tribal governments in coordination. They emphasized the immediate step is approving a resolution by the end of March to make the August primary ballot, while the Memorandum of Agreement can be refined ahead of the vote; the committee will keep meeting Wednesdays at noon (with Zoom) for questions and public input.

9. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve second reading of Ordinance 2025 13 Repealing City of Lander Municipal Code Title 2 – Sale, Licensing and Use of Alcoholic and Malt Beverages, Sections 2-1-1 Through 2-5-1 in its

Entirety and Replacing It with Title 2 – Sale, Licensing and Use of Alcoholic and Malt Beverages
Sections 2-1-1 Through 2-6-1

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

DISCUSSION: Discussion concerning proposed amendments in orange, which were discussed at the last work session. Council Member D Hahn commented on the point system, which currently resets at the end of the year, but has increased penalties for repeat offenses in twenty-four months. Council also discussed the administrative law judge, definition, process, how they are selected, and the intention that an impartial third party hear the evidence and make recommendations.

Council Member D Hahn moved to amend the document and remove repeat offense on page 12 repeat offenses, seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Stuble moved to amend "the failure to provide approved alcohol server training to servers" to read "failure to provide approved alcohol server training to each server" on page 81. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Stuble moved to add language to 2-1-1, General Adoption of State Alcohol Liquor Laws: If any provision of this Ordinance conflicts with current or future amendments to applicable Wyoming statutes, the provisions of state law shall control, and this Ordinance shall be deemed amended to the extent necessary to conform to state law. Seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Stuble moved to add a definition of unauthorized gambling as: Unauthorized gambling means any gambling or wagering activity conducted on licensed premises in which a liquor licensee, or any owner, officer, manager, employee, or agent of the licensee directly or indirectly receives or retains any portion of wages, buy-ins, entry fees, or gambling proceeds including, but not limited to, a rake, house cut, commission, fee per play, percentage of the pot or prize pool, or other thing of value contingent upon the outcome or volume of play, unless the activity is expressly authorized by state law and conducted in strict compliance with all conditions of that authorization." Seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Larsen moved to add the definition of Obviously Intoxicated as: "Obviously intoxicated shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person." Seconded by Council Member Stuble. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Stuble moved in section 2-3-1 to replace sale to an intoxicated person with sale to any patron who is obviously intoxicated or is obviously physically endangering people, or property in the licensed premises. Seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Stuble moved to adjust the point value in section 2-3-1 "Failure to maintain adequate records" from 3 to 30. Seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Cox moved to adjust the fine in section 2-3-1 "Failure to maintain adequate records," from \$150 to \$1,000. 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 adjust the point value in section 2-3-1 "Unauthorized alcohol service" from 3 to 30. Seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Stuble moved to adjust the fine in section 2-3-1 "Unauthorized alcohol service," from \$150 to \$1,000. Seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Member Cox moved to adjust the language in section 2-3-1 "Unauthorized alcohol service," to include "including but not limited to before the examples in parentheses. 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 the changes shown in orange in the draft document included in the agenda packet. Seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Members voting Yea to approve Ordinance 2025-13 on second reading as amended above: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

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

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.

10. 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 8:33 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.landerwy.gov/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		
	Thursday, February 12, 2026, at 5:15 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 5:15 PM. COUNCIL MEMBERS PRESENT: Dan Hahn, Chad Cassady, Melinda Cox, Josh Hahn, Julia Stuble, John Larsen, and Mayor White. Declaration of a quorum. STAFF PRESENT: Assistant Public Works Director Hunter Roseberry, and City Clerk Rachelle Fontaine (via Zoom).
2.

APPROVAL OF AGENDA Council Member Stuble moved to approve, seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
3.

NEW BUSINESS (ACTION ITEMS)

A.

Approve Extension of Lease and License Agreement between the City of Lander and the Lander Old Timer's Rodeo Association (LOTRA) until April 1, 2026.

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

4.

ADJOURNMENT Council Member Cox moved to adjourn, seconded by Council Member J Hahn. 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 5:17 PM.
- The City of Lander
- ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk
- The entire meeting is available to view at <https://www.landerwy.gov/meetings/recent> OR <https://www.youtube.com/@CityofLander>.
- CITY OF LANDER MISSION STATEMENT**

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	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Tuesday, February 24, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Chad Cassady, Melinda Cox, Josh Hahn, Julia Stuble, John Larsen, and Mayor White. COUNCIL MEMBERS ABSENT: Dan Hahn. Declaration of a quorum. STAFF PRESENT: Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, City Treasurer Kristy Koehn, and City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** Moved by Council Member Cox, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, and J Hahn. Motion passed.
3. **NEW BUSINESS (ACTION ITEMS)**

A. Award the Buena Vista Water and Roadway Surface Improvements Project to Wilson Brothers Construction Inc., in the amount of \$6,610,915.00, as recommended by HDR Engineering, Inc.
Moved by Council Member Larsen, seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, and J Hahn. Motion passed.
4. **ADJOURNMENT** Moved by Council Member J Hahn, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, Cox, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 6:15 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.landerwy.gov/meetings/recent> OR <https://www.youtube.com/@CityofLander>.

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	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, February 24, 2026, at 6:15 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

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

1. MAYOR AND COUNCIL UPDATES

Council Member Larsen offered congratulations to the boys’ swim team for an incredible achievement—30 consecutive years of wins—and gave shout-outs to the swimmers, parents, and coaches, emphasizing it was a team/group effort.

Council Member Cassady congratulated two Fremont hockey teams who won state, urged everyone to rewatch the planning meeting, and shared two troubling resident interactions where people expressed frustration, and feeling unheard, emphasizing the need for grace, respect, and follow-up—and offering to provide their contact info.

Council Member Cox said LEDA meets tomorrow. Cox welcomed the Chamber’s returning director Brian Fabel, flagged 1A regional basketball this weekend, and highlighted Pushroot Brewery and the new Indie bookstore for community-building events. She emphasized that public-sector work is often thankless, urging grace toward city employees and recognizing the City’s efforts to pay reputable wages while maintaining checks and balances.

Council Member Stuble reported the county will lower Hillcrest to 25 mph to match the city and add flashing speed signs, praised Tree Board volunteers, and shared that State Forestry is helping assess City Park trees and offering tools/grants for a digitized tree inventory. She thanked Hunter for quickly fixing City Hall’s ADA door button and suggested a work session to discuss LEDA’s future role.

Mayor White shared that meetings with new Chamber and hospital leadership have been positive, celebrated high school swim and middle school Nordic championships. She noted plans to share information on golf course finances and possibly a March work-session presentation on lease improvements. She reported that HB 107 was moving to the Senate, which could bring Lander about \$426,000/year through revenue redistribution, and urged adding more flashing stop-sign lights.

2. STAFF REPORTS

Chief Waugh said the department is presenting at Friday’s Chamber Lunch-and-Learn on business safety/active-shooter planning, reorganizing evidence operations to address audits and a large backlog and upgrading records workflows in Spillman with better audit trails. They’re also restoring an in-house terminal so staff can run DL/plate/VIN checks and enter cases themselves, improving customer service, reducing reliance on county dispatch, and lowering per-ticket costs.

Public Works Director Lance Hopkin's update included a discussion concerning HB69 and the state land-conveyance tied to WY Health/WLRC and WYDOT.

City Treasurer Kristy Koehn said she is still onboarding and training, including several days of hands-on work with the previous treasurer.

City Clerk Rachelle Fontaine said the Council will start seeing updated job descriptions that better reflect what positions actually do as duties evolve over time.

3. NEW BUSINESS (NON-ACTION ITEMS)

- A. Bryan Brown, Summit West P.C., City of Lander Audit Presentation for the Fiscal Year Ending June 30, 2025.

Bryan Brown, Summit West P.C., summarized the annual audit: the City received a clean, unmodified opinion with no material misstatements, and noted the federal “single audit” threshold has increased from \$750,000 to \$1,000,000. He walked through high-level financial highlights—governmental activities showing strong overall assets vs. liabilities and about \$2.6M in revenues over expenses for FY 7/1/2024–6/30/2025—and the General Fund showing \$16.84M in assets with a \$5.6M unrestricted fund balance and roughly \$2.2M revenues over expenditures. For water/sewer, he noted major grant-driven growth (about \$6M in grant revenue) and a \$5.7M increase in net position, while cautioning that this reflects one-time grant activity and planned future project spending. He reported that the City spent about \$4.9M in federal funds (including \$4.14M on the AML water storage project) with no findings. He explained pension reporting standards and clarified that a council-restricted amount relates to retiree leave payouts, not pension liabilities. They also reviewed internal controls, including a prior-year accrued wages issue that was corrected and is not a continuing finding.

B. Overtime Policy Potential Change Discussion

The council revisited a proposed overtime policy change, clarifying it is not a staff recommendation but a policy choice for council to decide. The draft would align with federal standards, allow more automated payroll tracking, reduce manual errors, and close loopholes. Using 2025 non-law-enforcement data, staff noted about \$137k in overtime was paid and \$116k would still be paid under the new policy, with roughly \$20k reduced—so most overtime would remain for true emergencies. On the law enforcement side, the changes would result in an approximate reduction of \$78k. They also discussed mitigating employee impact (e.g., raising HRA funding from \$1,000 to \$1,500). Concerns focused on unintended consequences: reduced incentive to cover shifts after someone has taken leave, potential impacts on morale/cohesion, and whether staffing/on-call structures could be improved instead of changing policy; examples included weekend services like burials that might become harder for staff without overtime. The police chief said the change would likely impact the civil side more than police, because police can often offset overtime with state traffic grant funding. The discussion ended with interest in broader input to surface “blind spots” before voting, possibly as soon as March.

C. City of Lander 2025 Progress Update

Lance Hopkin and RaJean Strube Fossen provided infrastructure updates, and gave a strategic plan snapshot: since 2022 council identified 92 tasks, with 43 completed and 31 active, organized under three pillars (operational excellence, maintaining physical plant/services, and quality of life). Staff highlighted retreat priorities like succession planning, updating job descriptions and the employee handbook, adopting ethics/professionalism policies, code/zoning updates, and completing facilities planning—plus the need to evaluate capacity for functions like IT, legal, communications, recreation programming, and facilities management. They also presented a 10-year funding recap showing about \$39.7M in “in-the-ground” infrastructure grants/donations (with ARPA \$1.48M set aside for flood prevention), noting categories such as streets/safe routes, airport (largely FAA/state funded), sewer and water projects (including major tank funding), parks acquisitions, MAVEN, and emphasized how grant funding has reduced local cost burdens. A discussion followed on flood funding/design. Council then stressed the importance of taking staff capacity concerns seriously (IT/legal/policy workload), avoiding simply expanding job descriptions to cover overloaded duties.

4. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 9:26 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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71 CONSTRUCTION CO	patching for leaks	16,216.30
71 CONSTRUCTION CO	patching 6th and Lincoln	3,361.57
Total 71 CONSTRUCTION CO (2):		19,577.87
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
AFFORDABLE TREE CARE, LLC	Cit Park fall tree maintenance - crown clean; re	4,500.00
Total AFFORDABLE TREE CARE, LLC (1006):		4,500.00
ALSCO	Community Center Linens	172.20
ALSCO	Community Center Supplies - MicroTech Towels	44.71
ALSCO	Community Center Linens	103.32
ALSCO	Community Center Linens & MicroTech Towels	401.96
ALSCO	Community Center Linens & MicroTech Towels	30.71
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center MicroTech Towels	44.71
Total ALSCO (917):		842.32
ARDURRA GROUP INC	final bid services invoice	212.50
ARDURRA GROUP INC	LND Reconstruct Apron- Design	8,477.50
Total ARDURRA GROUP INC (1390):		8,690.00
AYRES ASSOCIATES INC	Maintenance Facilities Master Plan Assessment	3,670.00
Total AYRES ASSOCIATES INC (1434):		3,670.00
B & T FIRE EXTINGUISHERS	Credit - Airport	25.00-
B & T FIRE EXTINGUISHERS	Fire extinguisher service	313.50
B & T FIRE EXTINGUISHERS	Fire Extinguisher Service & Recharge - Commu	63.50
Total B & T FIRE EXTINGUISHERS (43):		352.00
BARGREEN/ELLINGSON	Soap and rinse aid for LCCC dishwasher	335.40
Total BARGREEN/ELLINGSON (1047):		335.40
BAYCOM INC	Mobile Data Terminals	6,608.00
Total BAYCOM INC (1503):		6,608.00
BLACK HILLS ENERGY	Natural Gas FEB2026	1,018.80
BLACK HILLS ENERGY	Natural Gas FEB2026	1,297.00
BLACK HILLS ENERGY	Natural Gas FEB2026	4,193.35
BLACK HILLS ENERGY	Natural Gas FEB2026	886.55
BLACK HILLS ENERGY	Natural Gas FEB2026	4,970.87
BLACK HILLS ENERGY	Natural Gas FEB2026	45.70
Total BLACK HILLS ENERGY (465):		12,412.27
BOBCAT OF THE BIG HORN BASIN INC	fuel pump and shutoff solenoid	499.50
Total BOBCAT OF THE BIG HORN BASIN INC (856):		499.50

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BOYLE ELECTRIC	Power run to PW vault to omit solar power	5,056.08
Total BOYLE ELECTRIC (1229):		5,056.08
BROWN COMPANY	starter, injector, fuel line	891.73
Total BROWN COMPANY (71):		891.73
CIVICPLUS	Civic Plus - Annual Rec Management Fee - Due	4,179.00
Total CIVICPLUS (1226):		4,179.00
CMI TECO	shop rags	70.00
Total CMI TECO (111):		70.00
COMMUNITY CENTER REFUNDS	COMMUNITY CTR REFUND - BECKER	500.00
Total COMMUNITY CENTER REFUNDS (1210):		500.00
COWBOY SUPPLY HOUSE	Cust #1119 Community Center Cleaning Suppl	41.52
Total COWBOY SUPPLY HOUSE (121):		41.52
DOWL	Final Easement Exhibit, ACOE Permit Complian	215.00
Total DOWL (147):		215.00
DRUG TESTING SERVICES LLC	employee screening	65.00
Total DRUG TESTING SERVICES LLC (148):		65.00
ECONO SIGNS	signs	244.00
ECONO SIGNS	school crossing signs	1,644.05
Total ECONO SIGNS (1159):		1,888.05
FAIRFIELD TREE AND LAWN CARE	McManus/Hillcrest Dr. Tree Removal - Border of	500.00
FAIRFIELD TREE AND LAWN CARE	Tree trimming maintenance North Park. See ata	5,000.00
Total FAIRFIELD TREE AND LAWN CARE (1055):		5,500.00
FERGUSON ENTERPRISES INC	water main parts for Robinson	3,303.88
FERGUSON ENTERPRISES INC	water main fittings	3,073.75
FERGUSON ENTERPRISES INC	sewer pipe for von beker	896.70
Total FERGUSON ENTERPRISES INC (553):		7,274.33
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	686.25
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	20,670.00
Total FREMONT COUNTY TREASURER (190):		21,356.25
FREMONT MOTOR COMPANY	Motor mounts	288.00
FREMONT MOTOR COMPANY	Blend door actuator	52.76
Total FREMONT MOTOR COMPANY (194):		340.76
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00

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Total FRONTIER PROPERTY MAINTENANCE (1484):		925.00
GROUND SOLUTIONS	2nd Half for completion of training	1,900.00
GROUND SOLUTIONS	Travel Expense for Instructor	1,044.07
Total GROUND SOLUTIONS (1537):		2,944.07
HASCO INDUSTRIAL SUPPLY	Stainless steel strap for intake screen repairs	69.69
Total HASCO INDUSTRIAL SUPPLY (218):		69.69
HEALTH EQUITY	Admin Fees MAR2026	147.70
HEALTH EQUITY	Admin Fees MAR2026	147.70
Total HEALTH EQUITY (1502):		295.40
HOMETOWN OIL	Premium unleaded fuel bulk - Small engine refill	115.75
Total HOMETOWN OIL (230):		115.75
INQUIREHIRE	employee screening	32.10
INQUIREHIRE	Background	32.10
Total INQUIREHIRE (1087):		64.20
JASON SPARKS	Easement-Gannett Peak Sidewalks	250.00-
Total JASON SPARKS (1515):		250.00-
JASPER ENGINES & TRANSMISSIONS	Engine	5,331.00
Total JASPER ENGINES & TRANSMISSIONS (1540):		5,331.00
KLEEN PIPE LLC	clean and video off North lane	923.57
Total KLEEN PIPE LLC (1032):		923.57
L N CURTIS & SONS	Spring Clip bracket for airpacks & Replacement	270.85
L N CURTIS & SONS	extrication gloves	64.34
Total L N CURTIS & SONS (276):		335.19
LANDER RECYCLE LLC	July 2025-December 2025 office recycling	300.00
Total LANDER RECYCLE LLC (1355):		300.00
LANDER SENIOR CITIZENS CENTER	FEB2026	1,180.00
Total LANDER SENIOR CITIZENS CENTER (296):		1,180.00
LANDER VALLEY AUTO PARTS	body plugs	2.40
Total LANDER VALLEY AUTO PARTS (1031):		2.40
MASTERCARD	Annual auto auth diagnostic renewal	60.00
MASTERCARD	January 2026 2nd set of BacT Samples	75.00
MASTERCARD	Uniforms	442.23
MASTERCARD	DUI Meeting Travel with Milovich	60.00
MASTERCARD	IACP Renewal	220.00

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MASTERCARD	Travel	84.32
MASTERCARD	Travel for Meeting with Dubois	47.33
MASTERCARD	batteries, tape, shop light bulbs, glass cleaner	62.01
MASTERCARD	returned filter cartridge credit	2.70-
MASTERCARD	Phones - All	48.96
MASTERCARD	Phones - All	503.33
MASTERCARD	Phones - All	365.95
MASTERCARD	Phones - All	250.28
MASTERCARD	Phones - All	26.99
MASTERCARD	Phones - All	91.99
MASTERCARD	Prof fees - LCC	269.00
MASTERCARD	February 2026 1st set of BacT sampling	75.00
MASTERCARD	Meals	30.89
MASTERCARD	Lunch for Riverton Equipment Meeting for Hunt	61.79
MASTERCARD	Duane Kaiser - Retirement Celebration Feb 6	103.59
MASTERCARD	flush valve for city hall	10.96
MASTERCARD	spray paint	17.08
MASTERCARD	part cleaning solvent	147.24
MASTERCARD	Acct #173012201 Spectrum Fiber JAN2026	300.00
MASTERCARD	Acct #173012201 Spectrum Fiber JAN2026	300.00
MASTERCARD	WAM Winter 2026 Conference Registration	270.00
MASTERCARD	Lunch with Chief and Responder Alliance	40.65
MASTERCARD	Supplies	19.99
MASTERCARD	Cleaning	565.85
MASTERCARD	Parts to repair CH toilets	36.01
MASTERCARD	Garage door keypad	74.49
MASTERCARD	Motel Room Wyoming Weed Management Semi	214.00
MASTERCARD	Motel Room Wyoming Weed Management Conf	214.00
MASTERCARD	Black toner for Police Dept main copier	68.59
MASTERCARD	Tiered file holder for front counter	21.59
MASTERCARD	Replacement printer for courtroom	319.93
MASTERCARD	Background screening	104.97
MASTERCARD	Flags, office supplies	163.34
MASTERCARD	Minute Book	243.42
MASTERCARD	name plate	14.91
MASTERCARD	Monitor Mount bracket for court room	29.98
MASTERCARD	Clamps for solar panels at Dillion PRV	13.99
MASTERCARD	cleaning supplies for airport	33.24
MASTERCARD	Flashlights for plant use	88.32
MASTERCARD	Monitors for Courtroom	170.98
MASTERCARD	Trijicon RMR handgun optics	3,000.00
MASTERCARD	Card reader cleaner for qtpod	28.75
MASTERCARD	office supplies for fire department	25.74
MASTERCARD	vehicle chargers and port for the new gas monit	70.59
MASTERCARD	Acct #156821201 Spectrum Phone DEC2025	129.98
MASTERCARD	Acct #156821201 Spectrum Phone DEC2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone DEC2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone DEC2025	260.00
MASTERCARD	Acct #156821201 Spectrum Phone DEC2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone DEC2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone DEC2025	130.00
MASTERCARD	Spectrum Phone DEC2025	15.77
MASTERCARD	Spectrum Phone DEC2025	130.88
MASTERCARD	Lumen Phone Accts #333888956, 333469244,	93.30
MASTERCARD	Lumen Phone Accts #333888956, 333469244,	215.03
MASTERCARD	Lumen Phone Accts #333888956, 333469244,	131.20
MASTERCARD	Lumen Phone Accts #333888956, 333469244,	451.33
MASTERCARD	hose for rural water house	305.55
MASTERCARD	Supplies	49.27
MASTERCARD	Duty Belt	204.00

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MASTERCARD	Charri's Retirement	81.31
MASTERCARD	New firefighter Keys	43.13
MASTERCARD	1099 NEC & G Processing Fee 2025 Tax Year	57.75
MASTERCARD	1099 NEC & G Processing Fee 2025 Tax Year	57.75
MASTERCARD	swivel joint repair kits for rural water house, Lan	86.26
MASTERCARD	pork butts for nacho cornhole tour. Lance's card	242.77
MASTERCARD	Wyoming Commercial Pesticide License Renew	26.00
MASTERCARD	Wyoming Commercial Pesticide License Renew	26.00
MASTERCARD	oil pressure switch	60.18
MASTERCARD	AWS for Stacker/Air Table	23.99
MASTERCARD	certification renewal	250.00
MASTERCARD	FireFighter 1 book	88.49
MASTERCARD	Compliance Gift certificates x 27 for \$10 each	270.00
MASTERCARD	Uniforms	207.99
MASTERCARD	parts for rural water house on Lance's card	16,447.11
MASTERCARD	Printer INK	59.77
MASTERCARD	Promo items for upcoming career expo	2,197.29
MASTERCARD	battery powered cutoff saw and transit Hunter's	3,893.00
MASTERCARD	Acct#3024-9062730-001 Trash Removal JAN2	172.96
MASTERCARD	Acct#3024-9062730-001 Trash Removal JAN2	188.61
MASTERCARD	Acct#3024-9062730-001 Trash Removal JAN2	165.18
MASTERCARD	Acct#3024-9062730-001 Trash Removal JAN2	1,073.93
MASTERCARD	Acct#3024-9062730-001 Trash Removal JAN2	792.91
MASTERCARD	flush lever for City Hall	8.63
MASTERCARD	Google Workspace JAN2026	1,069.44
MASTERCARD	Google Workspace JAN2026	1,069.43
MASTERCARD	Supplies/tools for LCCC	149.95
MASTERCARD	Supplies	40.00
MASTERCARD	nerf bars	188.99
MASTERCARD	Retirement award	1,095.95
MASTERCARD	Retirement award	561.95
MASTERCARD	key stock	17.16
MASTERCARD	Nitrile gloves	47.98
MASTERCARD	cleaners, paint	31.46
MASTERCARD	GOOF OFF	17.38
MASTERCARD	tube	21.99
MASTERCARD	Parks Sweeper bearings	29.98
MASTERCARD	Parks sweeper parts	59.96
MASTERCARD	Parks Sweeper parts	16.99
MASTERCARD	Parks sweeper	2.99
MASTERCARD	Bandsaw blade	24.99
MASTERCARD	Winch and battery for trailer	845.98
MASTERCARD	Battery's and razor blades	55.38
MASTERCARD	XL Nitrile gloves for Chemical cleaning	74.97
MASTERCARD	Letters for Unit stickers	5.53
MASTERCARD	Taser Molle Adapter	50.85
MASTERCARD	Name patches for Borchardt	187.40
MASTERCARD	January 2026 Wastewater sampling	345.00
MASTERCARD	1st Quarter WTP TOC Saqmpling	146.50
MASTERCARD	January 2026 Wastewater Sampling	345.00
MASTERCARD	January 2026 Wastewater Sampling	345.00
MASTERCARD	January 2026 Wastewater sampling	345.00
MASTERCARD	Supplies	80.00
MASTERCARD	heater	94.49
MASTERCARD	oil filter stock	5.35
MASTERCARD	Trailer hub dust covers - 8qty - Snap terminals e	20.13
MASTERCARD	seat covers, sand paper	282.98
MASTERCARD	bulb, dome light switch, power bank, shop suppl	90.25
MASTERCARD	LED Back up lights	118.40
MASTERCARD	switch and bit	32.27

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MASTERCARD	2 - 2qt bottles of Stanadyne diesel fuel treatmen	73.74
MASTERCARD	returning	47.73
MASTERCARD	credit	47.73-
MASTERCARD	counteract balancing beads	61.16
MASTERCARD	Front crank seal and 4WD actuator	148.27
MASTERCARD	Postage WCL L26-00324	7.55
MASTERCARD	Dog Bags	129.99
MASTERCARD	e-coli testing for January 2026	270.00
MASTERCARD	Materials for LCCC	148.03
MASTERCARD	Metal for baseball fields	3,546.64
MASTERCARD	pipe wrap	201.65
MASTERCARD	Enrollment in course for ceu's	250.00
MASTERCARD	water 2 course for Dylan	205.00
MASTERCARD	Adobe Addtl 1 User 2/6-5/21/26	87.78
MASTERCARD	Supplies	104.92
MASTERCARD	Supplies	359.65
MASTERCARD	Microsoft - Additional Microsoft 365 User/Admin	47.26
MASTERCARD	Acct #142816 FEB2026	828.09
MASTERCARD	Acct #142816 FEB2026	828.08
MASTERCARD	recertification	165.00
MASTERCARD	Rustoleum Paint for transfer tanks on PR-3. Re	11.98
MASTERCARD	Male and Female wire connectors 16 - 14 guag	4.66
MASTERCARD	Black spray paint - Little League dugout header	14.97
MASTERCARD	hose nozzle	17.09
MASTERCARD	Sales tax credit	7.30-
MASTERCARD	Pre-order potted juvenile trees for Tree City US	527.85
MASTERCARD	Lunch - Wyoming Weed Management Seminar -	72.10
MASTERCARD	BACKGROUND	21.00
MASTERCARD	Little League Dugouts - Allthread, nuts, washers	99.03
MASTERCARD	WES Registration for Online Classes for training	427.24
MASTERCARD	Pool skimmer to clean the leaves and twigs off t	19.79
MASTERCARD	Spray mister for soap and water	19.79
Total MASTERCARD (327):		55,249.97
METRON FARNIER	badger to metron shipping	25.57
Total METRON FARNIER (1451):		25.57
MOTOROLA SOLUTIONS INC	Programming of new radio	157.14
MOTOROLA SOLUTIONS INC	Lander PD Mobile new radio	6,485.10
Total MOTOROLA SOLUTIONS INC (1173):		6,642.24
MULLINS, STUART	Little Dribblers Basketball program registration	1,160.00
MULLINS, STUART	3 v 3 basketball registration	1,500.00
Total MULLINS, STUART (1316):		2,660.00
NORCO INC	Acct #HD378 New gas monitors and calibratio	4,588.56
NORCO INC	Acct #GT871 Cylinder Rental	102.92
NORCO INC	Acct #GT871 Credit	40.67-
Total NORCO INC (364):		4,650.81
ONE CALL OF WYOMING	dig tickets for Jan. 2026	59.65
Total ONE CALL OF WYOMING (374):		59.65
PAYMERANG LLC	Monthly Fee FEB2026	100.00

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PAYMERANG LLC	Monthly Fee FEB2026	100.00
Total PAYMERANG LLC (1447):		200.00
PERFECT POWER INC	Garage door wiring and install and a generator	1,956.39
PERFECT POWER INC	Repairs to Main Street Decorative Lights	6,576.27
Total PERFECT POWER INC (762):		8,532.66
POPO AGIE CONSERVATION DISTRICT	Garden Expo Bronze Sponsorship	200.00
Total POPO AGIE CONSERVATION DISTRICT (747):		200.00
POSTMASTER	Postage	5,000.00
Total POSTMASTER (399):		5,000.00
PRECISION DIRT	raise water main over sewer main on Robinson	6,844.36
Total PRECISION DIRT (401):		6,844.36
RANGER-JOURNAL-WIND RIVER NEWS	Lander Journal Subscription	65.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Nonconforming Use Permit	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - January 27th Minutes	312.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - February 12th Minutes	65.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - February 10th Minutes	819.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-15	26.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Ordinance 2025-15	52.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Liquor License Transfer for Liquid Co	104.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Liquor License Transfer - Sweetwater	104.00
Total RANGER-JOURNAL-WIND RIVER NEWS (287):		1,586.00
RAPID FIRE PROTECTION	Fire Alarm Monitoring MAR2026-FEB2027	360.00
Total RAPID FIRE PROTECTION (1233):		360.00
REWORX	Tech assist for new employees and airtable sup	1,905.00
Total REWORX (1347):		1,905.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney	1,550.50
Total RIVER OAKS COMMUNICATIONS CORP (1402):		1,550.50
RIVERTON TIRE & OIL CO	tires	1,339.94
Total RIVERTON TIRE & OIL CO (431):		1,339.94
ROCKY MOUNTAIN AGRONOMY CENTER	Ballfield dirt analysis. Sub-contracted to Stuken	380.00
Total ROCKY MOUNTAIN AGRONOMY CENTER (1542):		380.00
ROCKY MOUNTAIN POWER	Acct #58604211-0013 JAN2026	4,719.20
ROCKY MOUNTAIN POWER	Acct #58604211-0013 JAN2026	436.68
ROCKY MOUNTAIN POWER	Acct #58604211-0013 JAN2026	1,886.17
ROCKY MOUNTAIN POWER	Acct #58604211-0013 JAN2026	5,226.06
ROCKY MOUNTAIN POWER	Acct #58604211-0013 JAN2026	1,132.87
ROCKY MOUNTAIN POWER	Acct #58604211-0013 JAN2026	332.21
ROCKY MOUNTAIN POWER	Acct #58604211-0013 JAN2026	6,146.26

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ROCKY MOUNTAIN POWER	Acct #58604211-0013 JAN2026	3,383.62
Total ROCKY MOUNTAIN POWER (435):		23,263.07
STRIKE CONSULTING GROUP	Sewer Master Planning Eng	1,400.00
STRIKE CONSULTING GROUP	Annexation Agreements to GIS	700.00
STRIKE CONSULTING GROUP	Water Meter Project CA	1,240.00
STRIKE CONSULTING GROUP	MFWA/Stream Work	17,780.50
Total STRIKE CONSULTING GROUP (1112):		21,120.50
SUGARLAND WALK IN CLINIC	pre employment screen	60.00
Total SUGARLAND WALK IN CLINIC (1543):		60.00
SUMMIT WEST CPA GROUP P.C.	Acct #26532.00 IT Services JAN2026	1,425.00
SUMMIT WEST CPA GROUP P.C.	Acct #26532.00 IT Services JAN2026	1,425.00
SUMMIT WEST CPA GROUP P.C.	Acct #26532.1 FY2025 Audit Progress Billing	4,500.00
SUMMIT WEST CPA GROUP P.C.	Acct #26532.1 FY2025 Audit Progress Billing	4,500.00
Total SUMMIT WEST CPA GROUP P.C. (1328):		11,850.00
SWEETWATER AIRE	fix heat in the city snowplow hangar	1,062.08
Total SWEETWATER AIRE (484):		1,062.08
TEAM LABORATORY CHEM LLC	winter mega bugs	4,750.00
Total TEAM LABORATORY CHEM LLC (493):		4,750.00
TEGELER AND ASSOCIATES	Insurance for New Drurangos	654.00
TEGELER AND ASSOCIATES	Treasurer Bond	360.00
Total TEGELER AND ASSOCIATES (933):		1,014.00
TWEEDS WHOLESALE CO.	Employee Luncheon for 2/26/26	163.32
Total TWEEDS WHOLESALE CO. (523):		163.32
VALLEY LUMBER COMPANY	Dugout Lumber Little League Field	10,646.63
Total VALLEY LUMBER COMPANY (540):		10,646.63
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
Total WALLER, TECIA (1333):		3,400.00
WATER REFUNDS	REFUND - WATER - GRUBER	52.33
WATER REFUNDS	REFUND - WATER - BEASON	118.78
WATER REFUNDS	REFUND - WATER - HALLETT	125.52
Total WATER REFUNDS (552):		296.63
WESTERN LAW ASSOCIATES	Legal Services FEB2026	2,292.50
Total WESTERN LAW ASSOCIATES (559):		2,292.50
WESTERN outhouse & SEPTIC SERVICES	Pumping of grease trap at LCCC	908.00

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Total WESTERN outhouse & septic services (1541):		908.00
WESTERN PRINTING CO.	Name Tags - Kristy Koehn, Rachel Depew	19.00
WESTERN PRINTING CO.	Business cards for Kelly Waugh	51.00
WESTERN PRINTING CO.	Water Bills FEB2026	698.92
WESTERN PRINTING CO.	TIPs Training Supplies	10.50
Total WESTERN PRINTING CO. (560):		779.42
WHITING LAW PC	General Attorney	437.50
Total WHITING LAW PC (564):		437.50
WILLIAM H SMITH & ASSOC	Lincoln Street Construction Eng	992.50
WILLIAM H SMITH & ASSOC	Baldwin Creek ROW	180.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Road Engineering	17,750.00
WILLIAM H SMITH & ASSOC	South 9th Final Design	7,405.00
Total WILLIAM H SMITH & ASSOC (1058):		26,327.50
WIND HOSTING	SSL Certificate Renewal - Verifying this is for co	50.00
Total WIND HOSTING (1034):		50.00
WIND RIVER FENCE LLC	Little League Fence	17,184.00
Total WIND RIVER FENCE LLC (1498):		17,184.00
WIND RIVER TRANSPORTATION AUTHORITY	Detention Center Pass Program Jan 2026	34.00
Total WIND RIVER TRANSPORTATION AUTHORITY (1038):		34.00
WSFA - MUTUAL AID	WSFA - Mutual Aid Benefit	1,190.50
Total WSFA - MUTUAL AID (1063):		1,190.50
WYDOT - FINANCIAL SERVICES	WYDOT Fuel FEB2026	2,196.44
WYDOT - FINANCIAL SERVICES	WYDOT Fuel FEB2026	355.27
WYDOT - FINANCIAL SERVICES	WYDOT Fuel FEB2026	1,098.22
WYDOT - FINANCIAL SERVICES	WYDOT Fuel FEB2026	1,098.21
Total WYDOT - FINANCIAL SERVICES (606):		4,748.14
WYOGLOSS LLC	windshield	612.83
WYOGLOSS LLC	left rear quarter glass	374.79
Total WYOGLOSS LLC (1370):		987.62
WYOMING ASSN OF FIRE MARSHALS	WAFM Member dues	35.00
Total WYOMING ASSN OF FIRE MARSHALS (597):		35.00
WYOMING ASSN OF RURAL WATER	Rural water conference tuition	405.00
Total WYOMING ASSN OF RURAL WATER (598):		405.00
WYOMING ASSN. OF MUN.	Prof fees	5,160.50
WYOMING ASSN. OF MUN.	Prof fees	5,160.50

Total WYOMING ASSN. OF MUN. (599):		10,321.00
WYOMING FIRE CHIEFS ASSN.	Dues for Wyoming Fire Chiefs' Association.	130.00
Total WYOMING FIRE CHIEFS ASSN. (607):		130.00
WYOMING FIRST AID & SAFETY SUPPLY	Safety Kit Supplies	1,178.10
Total WYOMING FIRST AID & SAFETY SUPPLY (427):		1,178.10
WYOMING RENTS LLC	Mini-Excavator rental for removal of 30 tree stu	1,250.00
Total WYOMING RENTS LLC (782):		1,250.00
WYOMING RETIREMENT SYSTEM	Wyoming retirement for firefighters	712.50
Total WYOMING RETIREMENT SYSTEM (614):		712.50
WYOMING STATE FIREMEN'S ASSN.	WSFA Dues	75.00
Total WYOMING STATE FIREMEN'S ASSN. (615):		75.00
Grand Totals:		365,960.06

Report GL Period Summary

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

February 27, 2026 Net Payroll

\$ 231,429.62 Direct Deposit
\$ 4,586.94 Duane Kaiser Final Check (physical check)

Transmittals		
Aflac	\$	467.29
Child Support	\$	1,554.50
Colonial Life	\$	71.65
Payroll Taxes	\$	82,295.76 Includes Kaiser
Fascorp - Deferred Comp	\$	7,040.00
NCPERS - Prudential Life	\$	112.00
Trustmark Insurance Benefits	\$	379.66
WEBT - WY Educators Benefit Trust (Health Ins.)	\$	87,283.23
Workers Comp	\$	5,170.14
Wyoming Retirement System	\$	63,429.40
Garnishment	\$	1,717.68

Part time employee gross wages by department for the pay period 1/19/2026 – 2/18/2026

- Cemetery = \$0
- City Hall = \$771.50
- Municipal Court = \$1,110.38
- Parks - \$0
- Police = \$1,287.00
- Weed & Pest = \$1,056.00 (certification training)

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER**

CWSRF #125

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated April 30, 2012, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of one million five hundred thousand dollars and 00/100 (\$1,500,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated April 26, 2016, established a new schedule of repayment for the new Loan principal balance of six hundred ninety-three thousand four hundred one dollars and 08/100 (\$693,401.08) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B. As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

- C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. Amended Responsibilities of the City. Responsibilities of the City have not changed.

6. Amended Responsibilities of the Board. Responsibilities of the Board have not changed.

7. Special Provisions.

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. General Provisions.

- A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of nine (9) pages; Promissory Note dated April 24, 2012, consisting of two (2) pages; Amortization Schedule commencing April 1, 2013, consisting of one (1) page; Assignment and Pledge of Revenues dated April 24, 2012, consisting of one (1) page; Amended Promissory Note dated April 26, 2016, consisting of one (1) page; Amortization Schedule commencing May 15, 2016, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST: _____

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

CITY:
City of Lander

Missy White, Mayor
Date

ATTEST: _____

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246223

for Tyler M. Renner, Supervising Attorney General
Date 06.17.25

STATE OF WYOMING
CLEAN WATER STATE REVOLVING FUND
LOAN #CW125
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated April 24, 2012, in the original principal amount of \$1,500,00.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on April 26, 2016, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$422,915.18.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be May 15, 2034.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:

City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

City of Lander - CW125

Section 9, ItemK.

Loan Amortization Report

				Interest Rates						
				Start Date	End Date	Interest Rate	Fee Rate			
				04/18/2012	10/05/2023	2.500000	0.000000			
				12/07/2023	04/01/2035	1.500000	0.000000			
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	/ /	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$422,915.18	\$422,915.18	
1	05/15/2024	\$38,222.86	1.500000	\$6,256.83	\$0.00	\$44,479.69		\$384,692.32	\$384,692.32	
2	05/15/2025	\$38,788.35	1.500000	\$5,691.34	\$0.00	\$44,479.69		\$345,903.97	\$345,903.97	
3	05/15/2026	\$39,362.21	1.500000	\$5,117.48	\$0.00	\$44,479.69		\$306,541.76	\$306,541.76	
4	05/15/2027	\$39,944.55	1.500000	\$4,535.14	\$0.00	\$44,479.69		\$266,597.21	\$266,597.21	
5	05/15/2028	\$40,535.51	1.500000	\$3,944.18	\$0.00	\$44,479.69		\$226,061.70	\$226,061.70	
6	05/15/2029	\$41,135.22	1.500000	\$3,344.47	\$0.00	\$44,479.69		\$184,926.48	\$184,926.48	
7	05/15/2030	\$41,743.79	1.500000	\$2,735.90	\$0.00	\$44,479.69		\$143,182.69	\$143,182.69	
8	05/15/2031	\$42,361.37	1.500000	\$2,118.32	\$0.00	\$44,479.69		\$100,821.32	\$100,821.32	
9	05/15/2032	\$42,988.09	1.500000	\$1,491.60	\$0.00	\$44,479.69		\$57,833.23	\$57,833.23	
10	05/15/2033	\$43,624.08	1.500000	\$855.61	\$0.00	\$44,479.69		\$14,209.15	\$14,209.15	
11	05/15/2034	\$14,209.15	1.500000	\$210.22	\$0.00	\$14,419.37		\$0.00	\$0.00	
Totals:		\$422,915.18		\$36,301.09	\$0.00	\$459,216.27	\$0.00			

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER**

DWSRF #128

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated April 30, 2012, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of three million sixty-eight thousand dollars and 00/100 (\$3,068,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated September 18, 2017, established a new schedule of repayment for the new Loan principal balance of one million five hundred thirty-three thousand nine hundred ninety-nine dollars and 85/100 (\$1,533,999.85) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. Amended Responsibilities of the City. Responsibilities of the City have not changed.

6. Amended Responsibilities of the Board. Responsibilities of the Board have not changed.

7. Special Provisions.

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. General Provisions.

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated April 24, 2012, consisting of two (2) pages; Amortization Schedule commencing April 1, 2013, consisting of one (1) page; Assignment and Pledge of Revenues dated April 24, 2012, consisting of one (1) page; Amended Promissory Note dated September 18, 2017, consisting of one (1) page; Amortization Schedule commencing September 14, 2017, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST: _____

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

CITY:
City of Lander

Missy White, Mayor
Date

ATTEST: _____

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 
For Tyler M. Renner, Supervising Attorney General
Date 06.12.25

STATE OF WYOMING
DRINKING WATER STATE REVOLVING FUND
LOAN #DW128
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated April 24, 2012 in the original principal amount of \$3,068,000.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on September 18, 2017, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$1,131,395.21.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be June 15, 2036.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:

City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

City of Lander - DW128

Section 9, ItemK.

Loan Amortization Report

				Interest Rates						
				Start Date	End Date	Interest Rate	Fee Rate			
				04/30/2012	12/07/2023	2.500000	0.000000			
				12/07/2023	04/01/2035	1.500000	0.000000			
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	/ /	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$1,131,395.21	\$1,131,395.21	
1	06/15/2024	\$81,663.24	1.500000	\$16,738.45	\$0.00	\$98,401.69		\$1,049,731.97	\$1,049,731.97	
2	06/15/2025	\$82,871.41	1.500000	\$15,530.28	\$0.00	\$98,401.69		\$966,860.56	\$966,860.56	
3	06/15/2026	\$84,097.45	1.500000	\$14,304.24	\$0.00	\$98,401.69		\$882,763.11	\$882,763.11	
4	06/15/2027	\$85,341.63	1.500000	\$13,060.06	\$0.00	\$98,401.69		\$797,421.48	\$797,421.48	
5	06/15/2028	\$86,604.22	1.500000	\$11,797.47	\$0.00	\$98,401.69		\$710,817.26	\$710,817.26	
6	06/15/2029	\$87,885.49	1.500000	\$10,516.20	\$0.00	\$98,401.69		\$622,931.77	\$622,931.77	
7	06/15/2030	\$89,185.71	1.500000	\$9,215.98	\$0.00	\$98,401.69		\$533,746.06	\$533,746.06	
8	06/15/2031	\$90,505.17	1.500000	\$7,896.52	\$0.00	\$98,401.69		\$443,240.89	\$443,240.89	
9	06/15/2032	\$91,844.15	1.500000	\$6,557.54	\$0.00	\$98,401.69		\$351,396.74	\$351,396.74	
10	06/15/2033	\$93,202.94	1.500000	\$5,198.75	\$0.00	\$98,401.69		\$258,193.80	\$258,193.80	
11	06/15/2034	\$94,581.84	1.500000	\$3,819.85	\$0.00	\$98,401.69		\$163,611.96	\$163,611.96	
12	06/15/2035	\$95,981.13	1.500000	\$2,420.56	\$0.00	\$98,401.69		\$67,630.83	\$67,630.83	
13	06/15/2036	\$67,630.83	1.500000	\$1,000.57	\$0.00	\$68,631.40		\$0.00	\$0.00	
Totals:		\$1,131,395.21		\$118,056.47	\$0.00	\$1,249,451.68	\$0.00			

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER**

CWSRF #141

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (City), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the City. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated May 27, 2014, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of two million fifty-four thousand six hundred forty dollars and 00/100 (\$2,054,640.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated October 13, 2020, established a new schedule of repayment for the new Loan principal balance of one million six hundred ninety-seven thousand six hundred dollars and 00/100 (\$1,697,600.00) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. **Amended Responsibilities of the City.** Responsibilities of the City have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated May 13, 2014, consisting of two (2) pages; Amortization Schedule commencing April 1, 2015, consisting of one (1) page; Assignment and Pledge of Revenues dated May 13, 2014, consisting of one (1) page; Amended Promissory Note with Appendix A dated October 13, 2020, consisting of three (3) pages; Amortization Schedule commencing September 9, 2020, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST: _____

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

CITY:
City of Lander

Missy White, Mayor
Date

ATTEST: _____

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

  _____
for Tyler M. Renner, Supervising Attorney General
Date 06.12.25

STATE OF WYOMING
CLEAN WATER STATE REVOLVING FUND
LOAN #CW141
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated May 13, 2014, in the original principal amount of \$2,054,640.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on October 13, 2020, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$1,195,836.48.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be October 15, 2036.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:

City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

City of Lander - CW141

Section 9, ItemK.

Loan Amortization Report

				Interest Rates						
				Start Date	End Date	Interest Rate	Fee Rate			
				05/27/2014	12/07/2023	2.500000	0.000000			
				12/07/2023	04/01/2035	1.500000	0.000000			
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	/ /	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$1,195,836.48	\$1,195,836.48	
1	10/15/2024	\$91,204.34	1.500000	\$17,691.83	\$0.00	\$108,896.17		\$1,104,632.14	\$1,104,632.14	
2	10/15/2025	\$92,553.67	1.500000	\$16,342.50	\$0.00	\$108,896.17		\$1,012,078.47	\$1,012,078.47	
3	10/15/2026	\$93,922.95	1.500000	\$14,973.22	\$0.00	\$108,896.17		\$918,155.52	\$918,155.52	
4	10/15/2027	\$95,312.50	1.500000	\$13,583.67	\$0.00	\$108,896.17		\$822,843.02	\$822,843.02	
5	10/15/2028	\$96,722.60	1.500000	\$12,173.57	\$0.00	\$108,896.17		\$726,120.42	\$726,120.42	
6	10/15/2029	\$98,153.57	1.500000	\$10,742.60	\$0.00	\$108,896.17		\$627,966.85	\$627,966.85	
7	10/15/2030	\$99,605.70	1.500000	\$9,290.47	\$0.00	\$108,896.17		\$528,361.15	\$528,361.15	
8	10/15/2031	\$101,079.32	1.500000	\$7,816.85	\$0.00	\$108,896.17		\$427,281.83	\$427,281.83	
9	10/15/2032	\$102,574.74	1.500000	\$6,321.43	\$0.00	\$108,896.17		\$324,707.09	\$324,707.09	
10	10/15/2033	\$104,092.28	1.500000	\$4,803.89	\$0.00	\$108,896.17		\$220,614.81	\$220,614.81	
11	10/15/2034	\$105,632.28	1.500000	\$3,263.89	\$0.00	\$108,896.17		\$114,982.53	\$114,982.53	
12	10/15/2035	\$107,195.06	1.500000	\$1,701.11	\$0.00	\$108,896.17		\$7,787.47	\$7,787.47	
13	10/15/2036	\$7,787.47	1.500000	\$115.21	\$0.00	\$7,902.68		\$0.00	\$0.00	
Totals:		\$1,195,836.48		\$118,820.24	\$0.00	\$1,314,656.72	\$0.00			

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER**

CWSRF #142

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated May 27, 2014, set forth the conditions of a Clean Water State Revolving Fund Loan (Loan) in the amount of two million eight hundred sixty-one thousand nine hundred thirty-seven dollars and 00/100 (\$2,861,937.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated January 14, 2020, established a new schedule of repayment for the new Loan principal balance of one million twenty-five thousand six hundred fifteen dollars and 51/100 (\$1,025,615.51) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**
 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. **Amended Responsibilities of the Borrower.** Responsibilities of the Borrower have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of ten (10) pages; Promissory Note dated May 13, 2014, consisting of two (2) pages; Amortization Schedule commencing April 1, 2015, consisting of one (1) page; Assignment and Pledge of Revenues dated May 13, 2014, consisting of one (1) page; Amended Promissory Note with Appendix A dated January 14, 2020, consisting of three (3) pages; Amortization Schedule commencing January 8, 2020, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST: _____

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

BORROWER:
City of Lander

Missy White, Mayor
Date

ATTEST: _____

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #246225
for Tyler M. Renner, Supervising Attorney General
06.17.25
Date

STATE OF WYOMING
CLEAN WATER STATE REVOLVING FUND
LOAN #CW142
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated May 13, 2004, in the original principal amount of \$2,861,937.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on January 14, 2020, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$850,261.81.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be July 1, 2038.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:
City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

City of Lander - CW142

Section 9, ItemK.

Loan Amortization Report

				Interest Rates						
				Start Date	End Date	Interest Rate	Fee Rate			
				05/27/2014	12/07/2023	2.500000	0.000000			
				12/07/2023	07/01/2040	1.500000	0.000000			
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	/ /	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$850,261.81	\$850,261.81	
1	07/01/2024	\$53,211.07	1.500000	\$12,579.22	\$0.00	\$65,790.29		\$797,050.74	\$797,050.74	
2	07/01/2025	\$53,998.31	1.500000	\$11,791.98	\$0.00	\$65,790.29		\$743,052.43	\$743,052.43	
3	07/01/2026	\$54,797.19	1.500000	\$10,993.10	\$0.00	\$65,790.29		\$688,255.24	\$688,255.24	
4	07/01/2027	\$55,607.88	1.500000	\$10,182.41	\$0.00	\$65,790.29		\$632,647.36	\$632,647.36	
5	07/01/2028	\$56,430.58	1.500000	\$9,359.71	\$0.00	\$65,790.29		\$576,216.78	\$576,216.78	
6	07/01/2029	\$57,265.44	1.500000	\$8,524.85	\$0.00	\$65,790.29		\$518,951.34	\$518,951.34	
7	07/01/2030	\$58,112.65	1.500000	\$7,677.64	\$0.00	\$65,790.29		\$460,838.69	\$460,838.69	
8	07/01/2031	\$58,972.40	1.500000	\$6,817.89	\$0.00	\$65,790.29		\$401,866.29	\$401,866.29	
9	07/01/2032	\$59,844.87	1.500000	\$5,945.42	\$0.00	\$65,790.29		\$342,021.42	\$342,021.42	
10	07/01/2033	\$60,730.25	1.500000	\$5,060.04	\$0.00	\$65,790.29		\$281,291.17	\$281,291.17	
11	07/01/2034	\$61,628.72	1.500000	\$4,161.57	\$0.00	\$65,790.29		\$219,662.45	\$219,662.45	
12	07/01/2035	\$62,540.49	1.500000	\$3,249.80	\$0.00	\$65,790.29		\$157,121.96	\$157,121.96	
13	07/01/2036	\$63,465.75	1.500000	\$2,324.54	\$0.00	\$65,790.29		\$93,656.21	\$93,656.21	
14	07/01/2037	\$64,404.69	1.500000	\$1,385.60	\$0.00	\$65,790.29		\$29,251.52	\$29,251.52	
15	07/01/2038	\$29,251.52	1.500000	\$432.76	\$0.00	\$29,684.28		\$0.00	\$0.00	
Totals:		\$850,261.81		\$100,486.53	\$0.00	\$950,748.34	\$0.00			

**AMENDMENT TWO TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER**

DWSRF #180

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); and b) incorporate an Updated Amortization Schedule and Updated Promissory Note reflecting the amended interest rate.

The original Loan Agreement, dated July 20, 2016, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of one million ninety thousand five hundred sixty dollars and 00/100 (\$1,090,560.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.

The Amended Loan Agreement, dated April 13, 2021, established a new schedule of repayment for the new Loan principal balance of five hundred nine thousand fifty-four dollars and 11/100 (\$509,054.11) with an interest rate of two and one-half percent (2.5%) per annum, and incorporated a new Amortization Schedule to reflect that schedule.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.
- 4. Amendments.**

 - A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
 - B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.

C. As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

5. **Amended Responsibilities of the Borrower.** Responsibilities of the Borrower have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

A. **Entirety of Agreement.** The original Loan Agreement, collectively consisting of nine (9) pages; Promissory Note dated June 17, 2016, consisting of two (2) pages; Amortization Schedule commencing April 1, 2017, consisting of one (1) page; Assignment and Pledge of Revenues dated June 17, 2016, consisting of one (1) page; Amended Promissory Note with Appendix A dated April 13, 2021, consisting of three (3) pages; Amortization Schedule commencing April 1, 2021, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, effective December 7, 2023, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST: _____
Date

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

BORROWER:
City of Lander

Missy White, Mayor
Date

ATTEST: _____
Date

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

  _____
for Tyler M. Renner, Supervising Attorney General
Date 06.12.25

STATE OF WYOMING
DRINKING WATER STATE REVOLVING FUND
LOAN #DW224
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated June 17, 2016, in the original principal amount of \$1,090,560.00 (the Original Note), payable to the order of the Board; and

WHEREAS, the Borrower executed an Amended Promissory Note on April 13, 2021, to establish a new repayment schedule; and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment Two to the Loan Agreement, to reflect certain changes as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Note shall be amended as follows:

AMENDMENTS TO ORIGINAL NOTE

The Original Note, as amended, is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$442,355.12.
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be July 1, 2039.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule effective December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Note, as amended, remain in full force and effect.

BORROWER:

City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

Wyoming The Office of State Lands and Investments

Date: 12/07/23

City of Lander - DW180

Section 9, ItemK.

Loan Amortization Report

				Interest Rates						
				Start Date	End Date	Interest Rate	Fee Rate			
				07/20/2016	12/07/2023	2.500000	0.000000			
				12/07/2023	07/01/2041	1.500000	0.000000			
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	/ /	\$0.00	0.000000	\$0.00	\$0.00	\$0.00		\$442,355.12	\$442,355.12	
1	07/01/2024	\$26,109.93	1.500000	\$6,544.43	\$0.00	\$32,654.36		\$416,245.19	\$416,245.19	
2	07/01/2025	\$26,496.21	1.500000	\$6,158.15	\$0.00	\$32,654.36		\$389,748.98	\$389,748.98	
3	07/01/2026	\$26,888.21	1.500000	\$5,766.15	\$0.00	\$32,654.36		\$362,860.77	\$362,860.77	
4	07/01/2027	\$27,286.01	1.500000	\$5,368.35	\$0.00	\$32,654.36		\$335,574.76	\$335,574.76	
5	07/01/2028	\$27,689.69	1.500000	\$4,964.67	\$0.00	\$32,654.36		\$307,885.07	\$307,885.07	
6	07/01/2029	\$28,099.35	1.500000	\$4,555.01	\$0.00	\$32,654.36		\$279,785.72	\$279,785.72	
7	07/01/2030	\$28,515.06	1.500000	\$4,139.30	\$0.00	\$32,654.36		\$251,270.66	\$251,270.66	
8	07/01/2031	\$28,936.93	1.500000	\$3,717.43	\$0.00	\$32,654.36		\$222,333.73	\$222,333.73	
9	07/01/2032	\$29,365.04	1.500000	\$3,289.32	\$0.00	\$32,654.36		\$192,968.69	\$192,968.69	
10	07/01/2033	\$29,799.48	1.500000	\$2,854.88	\$0.00	\$32,654.36		\$163,169.21	\$163,169.21	
11	07/01/2034	\$30,240.35	1.500000	\$2,414.01	\$0.00	\$32,654.36		\$132,928.86	\$132,928.86	
12	07/01/2035	\$30,687.74	1.500000	\$1,966.62	\$0.00	\$32,654.36		\$102,241.12	\$102,241.12	
13	07/01/2036	\$31,141.75	1.500000	\$1,512.61	\$0.00	\$32,654.36		\$71,099.37	\$71,099.37	
14	07/01/2037	\$31,602.48	1.500000	\$1,051.88	\$0.00	\$32,654.36		\$39,496.89	\$39,496.89	
15	07/01/2038	\$32,070.02	1.500000	\$584.34	\$0.00	\$32,654.36		\$7,426.87	\$7,426.87	
16	07/01/2039	\$7,426.87	1.500000	\$109.88	\$0.00	\$7,536.75		\$0.00	\$0.00	
Totals:		\$442,355.12		\$54,997.03	\$0.00	\$497,352.15	\$0.00			

**AMENDMENT ONE TO THE LOAN AGREEMENT BETWEEN
THE WYOMING STATE LOAN AND INVESTMENT BOARD
AND THE CITY OF LANDER**

DWSRF #194

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (Board), whose address is: 122 West 25th Street, Cheyenne, WY 82002 and the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. Purpose of Amendment.** This Amendment shall constitute the first amendment to the Loan Agreement between the Board and the Borrower. The purpose of this Amendment is to: a) decrease the interest rate set forth in the Loan Agreement and its accompanying Promissory Note from two and one-half percent (2.5%) to one and one-half percent (1.5%); b) incorporate an Updated Amortization Schedule reflecting the amended interest rate; and c) incorporate an Updated Promissory Note.

The original Loan Agreement, dated July 25, 2017, set forth the conditions of a Drinking Water State Revolving Fund Loan (Loan) in the amount of two million seventy thousand dollars and 00/100 (\$2,070,000.00) at an interest rate of two and one-half percent (2.5%) per annum with a Loan Term of twenty (20) years.
- 3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Loan Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Loan Agreement, or pursuant to federal or state statute, rule, or regulation.

4. Amendments.

- A.** As of December 7, 2023, the interest rate of the Loan is amended to have an interest rate of one and one-half percent (1.5%). All references to “two and one-half percent (2.5%)” in the original Loan Agreement and Promissory Note, and any amendments thereto, are hereby amended to read: “one and one-half percent (1.5%)”.
- B.** As of December 7, 2023, all prior Amortization Schedules are superseded and replaced by the Updated Amortization Schedule dated December 7, 2023, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to an Amortization Schedule in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Amortization Schedule.
- C.** As of December 7, 2023, all prior Promissory Notes are superseded and replaced by the Updated Promissory Note, which is attached to this Amendment and incorporated into the original Loan Agreement by this reference. All references to a Promissory Note in the original Loan Agreement, and in any amendments thereto, are amended to refer to the Updated Promissory Note.

Amendment One to the Loan Agreement between the Wyoming State Loan and Investment Board
and the City of Lander
DWSRF #194
Page 1 of 3

5. **Amended Responsibilities of the Borrower.** Responsibilities of the Borrower have not changed.

6. **Amended Responsibilities of the Board.** Responsibilities of the Board have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Loan Agreement, and any previous amendments, between the Board and Borrower, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Borrower of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Board.

8. **General Provisions.**

A. **Entirety of Agreement.** The original Loan Agreement, including its Exhibit A, collectively consisting of five (5) pages; Promissory Note dated July 11, 2017, consisting of two (2) pages; Amortization Schedule commencing June 15, 2017, consisting of one (1) page; Assignment and Pledge of Revenues dated July 11, 2017, consisting of one (1) page; this Amendment One, consisting of three (3) pages; the Updated Amortization Schedule dated December 7, 2023, consisting of one (1) page; and the Updated Promissory Note, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

BOARD:
Wyoming State Loan and Investment Board

Mark Gordon, Governor
Date

ATTEST: _____
Date

Stacia Berry, Director
Wyoming Office of State Lands and Investments
Date

BORROWER:
City of Lander

Missy White, Mayor
Date

ATTEST: _____
Date

Rachelle Fontaine, City Clerk
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Supervising Attorney General
Date
02-05-2026

Wyoming The Office of State Lands and Investments
City of Lander - DW194
Loan Amortization Report

Date: 12/07/23
Time: 05:30:37 PM

Totals:										
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
0	/ /	\$0.00	0.000000	\$0.00	\$0.00	\$0.00	\$0.00	\$1,199,387.60	\$1,199,387.60	
1	07/15/2024	\$115,040.20	1.500000	\$17,744.36	\$0.00	\$132,784.56	\$1,084,347.40	\$1,084,347.40	\$1,084,347.40	
2	07/15/2025	\$116,742.16	1.500000	\$16,042.40	\$0.00	\$132,784.56	\$967,605.24	\$967,605.24	\$967,605.24	
3	07/15/2026	\$118,469.30	1.500000	\$14,315.26	\$0.00	\$132,784.56	\$849,135.94	\$849,135.94	\$849,135.94	
4	07/15/2027	\$120,222.00	1.500000	\$12,562.56	\$0.00	\$132,784.56	\$728,913.94	\$728,913.94	\$728,913.94	
5	07/15/2028	\$122,000.63	1.500000	\$10,783.93	\$0.00	\$132,784.56	\$606,913.31	\$606,913.31	\$606,913.31	
6	07/15/2029	\$123,805.57	1.500000	\$8,978.99	\$0.00	\$132,784.56	\$483,107.74	\$483,107.74	\$483,107.74	
7	07/15/2030	\$125,637.21	1.500000	\$7,147.35	\$0.00	\$132,784.56	\$357,470.53	\$357,470.53	\$357,470.53	
8	07/15/2031	\$127,495.95	1.500000	\$5,288.61	\$0.00	\$132,784.56	\$229,974.58	\$229,974.58	\$229,974.58	
9	07/15/2032	\$129,382.20	1.500000	\$3,402.36	\$0.00	\$132,784.56	\$100,592.38	\$100,592.38	\$100,592.38	
10	07/15/2033	\$100,592.38	1.500000	\$1,488.22	\$0.00	\$102,080.60	\$0.00	\$0.00	\$0.00	
				\$97,754.04	\$0.00	\$1,297,141.64	\$0.00			
				Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal	
				Start Date	End Date	Interest Rate	Fee Rate			
				07/25/2017	12/07/2023	2.500000	0.000000			
				12/07/2023	07/01/2037	1.500000	0.000000			

STATE OF WYOMING
DRINKING WATER STATE REVOLVING FUND
LOAN #DW194
UPDATED PROMISSORY NOTE

This Updated Promissory Note is made and entered into effective as of December 7, 2023, by and between the City of Lander (Borrower), whose address is: 240 Lincoln St, Lander, WY 82520, and Wyoming State Loan and Investment Board (Board), whose address is 122 West 25th Street, Cheyenne, WY 82002.

WHEREAS, the Borrower executed a Promissory Note dated July 11, 2017, in the original principal amount of \$2,070,000.00, payable to the order of the Board (the Original Promissory Note), and a Loan Agreement dated July 25, 2017 (the Loan Agreement); and

WHEREAS, the parties now desire to execute this Updated Promissory Note, concurrently with Amendment One to the Loan Agreement, to reflect certain changes set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree that the Original Promissory Note shall be amended as follows:

AMENDMENTS TO ORIGINAL PROMISSORY NOTE:

The Original Promissory Note is hereby amended as follows:

- **Principal Amount:** The principal amount shall be \$1,199,387.60
- **Interest Rate:** The interest rate shall be one and one-half percent (1.5%).
- **Maturity Date:** The maturity date shall be July 15, 2033.
- **Payment Terms:** Borrower shall make payments as set forth in the Updated Amortization Schedule dated December 7, 2023, incorporated herein.

Except as expressly amended herein, all terms and conditions of the Original Promissory Note and the Loan Agreement, as amended, remain in full force and effect.

BORROWER:

City of Lander

Missy White, Mayor

Date

ATTEST:

Rachelle Fontaine, City Clerk

Date

Current Policy and Procedure Manual

Overtime (page 8)

At the discretion of the supervisor, reasonable **limited** overtime may be required of employees. Non-exempt classified employees who work more than their regularly scheduled 40 hours per week shall be paid at the rate of 1 ½ times their regular pay.

Current Managerial Guidelines

OVERTIME (page 13)

OVERTIME RESTRICTED - Overtime shall be limited in so far as possible and may be worked only with advance approval of the department head and administrator.

OVERTIME, OTHER EMPLOYEES - Except for exempt employees, all other employees shall be given overtime compensation for any hours, including sick leave, vacation leave and comp time leave, in excess of 40 hours per week.

POLICE DEPARTMENT OFFICERS - When police department officers work a 28-day work week schedule, overtime compensation shall be given for any hours worked in excess of 160 hours including, sick leave, vacation leave and comp time leave, per pay period. *(Amended 03/16/15)*

Proposed new policy replacing language in both the City of Lander Policy and Procedure Manual and the Managerial Guidelines

Please note that the key changes from the previous policy to the proposed new policy are:

- ***Paid time off (sick, vacation, and holiday hours) will no longer count toward the hours used to determine when overtime applies (over 40 hours in a workweek and over 171 hours in a 28-day law enforcement period).***
- ***For sworn law enforcement officers, the overtime threshold in a 28-day period will change from 160 hours to 171 hours worked before overtime is earned.***

These changes align with the Fair Standards Labor Act (FSLA).

2-5 OVERTIME (Rewritten)

At the discretion and direction of the supervisor, reasonable overtime may be required of **nonexempt** employees. Overtime will be calculated and paid in accordance with the **Federal Fair Labor Standards Act of 1938, as amended (FLSA), 29 U.S.C. §201 et seq.**

A. General Rules and Authorization

1. **Overtime Authorization.** Employees may work overtime only with prior authorization from their supervisor (or other designated approver), except in emergencies or when otherwise directed by management.
2. **Overtime Must Be Paid. All hours worked must be accurately recorded and will be paid in accordance with the FLSA, whether or not the overtime was preauthorized.** Employees should log time rounded up to the nearest quarter hour. Employees who work overtime without authorization may be subject to discipline, up to and including termination. Supervisors who require or permit nonexempt employees to work overtime without appropriate authorization may be subject to discipline, up to and including termination.
3. **High Activity Periods.** When the City experiences periods of extremely high activity, additional work may be required. Department heads are responsible for monitoring business activity and requesting overtime work if necessary. The City will make reasonable efforts to provide employees with advance notice when possible.

B. Electronic Communications Outside Scheduled Hours

All time spent by nonexempt employees using electronic communications for work purposes (including but not limited to e-mail, voicemail, text messages, messaging applications, and other work-related communications) is considered **hours worked**, is **compensable**, and will count toward overtime eligibility as required by law.

To avoid incurring unnecessary expenses:

- Nonexempt employees **should not** check for, read, send, or respond to work-related communications outside their normal work schedules unless specifically authorized or directed by management.
- Nonexempt employees who perform work-related electronic communications outside their scheduled hours without authorization may be subject to discipline.

- Supervisors who direct or permit nonexempt employees to perform work-related electronic communications outside scheduled hours without authorization may be subject to discipline, up to and including termination.

C. Compensatory Time and Flex Scheduling

- No Compensatory Time for Nonexempt Employees.** Nonexempt employees will not be granted compensatory time in lieu of overtime pay.
- Flex Scheduling Within the Work Period.** For the purpose of managing overtime, a supervisor may authorize an employee to adjust start and end times within the employee's established workweek (or 28-day work period for sworn law enforcement) to work the prescribed schedule without incurring overtime. **All hours must be completed within the same workweek or work period;** otherwise, overtime must be recorded and paid in accordance with this policy.

D. Timekeeping and Payroll

- Accurate Reporting Required.** All overtime and all hours worked must be recorded on the approved time record currently in use by the City. Employees must submit time records in accordance with City procedures and deadlines.
- Timing of Payment.** Overtime will be paid on the regular payday for the pay period in which it is earned, consistent with applicable law and City payroll practices.
- Regular Rate.** Overtime will be calculated using the employee's **FLSA regular rate of pay**, including all forms of remuneration required to be included by law, and excluding only those payments the FLSA permits to be excluded.

NONEXEMPT, NON-SWORN (NON-LAW ENFORCEMENT) EMPLOYEES

E. Overtime Standard and Workweek

- Overtime Threshold.** Any nonexempt, non-sworn employee who works overtime will be compensated at the rate of **one and one-half (1.5) times** the employee's regular rate for **all hours worked in excess of forty (40) hours in a workweek.**
- Hours Worked Basis.** Overtime eligibility is based on **actual hours worked.** Paid time off (such as sick leave, vacation leave, paid administrative leave), holidays, and unpaid leave are **not** considered hours worked for overtime calculation purposes unless required by law or an applicable agreement.
- Defined Workweek.** For purposes of overtime calculation for nonexempt, non-sworn employees, the City's workweek begins at **12:00 a.m. (midnight) Saturday** and ends **11:59 p.m. Friday** (a 168-hour workweek).

NONEXEMPT, SWORN LAW ENFORCEMENT EMPLOYEES

F. 28-Day Work Period (“Tour”) Under FLSA §207(k)

1. **Work Period.** Sworn law enforcement employees are subject to the **FLSA §207(k)** exemption and may have overtime calculated on a work period longer than one week and up to 28 days, as authorized by law and regulation.
2. **City Work Period.** For sworn law enforcement personnel, the City uses a **28-day work period (“tour”)**.
3. **Overtime Threshold.** Overtime will be paid at **one and one-half (1.5) times** the employee’s regular rate for **all hours worked in excess of one hundred seventy-one (171) hours** in the 28 consecutive day work period (“tour”).
4. **Hours Worked Basis.** Overtime eligibility is based on **actual hours worked**. Paid time off (such as sick leave, vacation leave, paid administrative leave), holidays, and unpaid leave are **not** considered hours worked for overtime calculation purposes unless required by law or an applicable agreement.
5. **Tour Calendar.** The payroll office will maintain and provide the established 28-day tour calendar upon request.

RESOLUTION NO. 1381

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

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

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

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

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

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

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

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

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

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

PASSED, APPROVED, AND ADOPTED by the governing body of the City of Lander, Wyoming, this ____ day of _____ 2025.

LANDER, WYOMING

Missy White,
Mayor

ATTEST:

Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on _____, 2026, and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



24 Hour/Daily Alcoholic Beverage Sales Permit

Application &/or Open Container Permit

(W.S. 12-2-203, 12-4-502)

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below. No package sales allowed.

Section 11, Item C.

Fee \$

\$50 + \$50 - 10K

Date Paid

2/20/2026

APPLICANT*

*Must be present at all times during the event.

Name of Person Requesting Permit:

Jake Dickerson

Organization:

Wyo Climbers

Email:

jake@wildiriscimbing.com

Phone*: 307-332-4541

*Include a contact number available during the event.

Mailing Address:

166 Main St, Lander

Physical Address:

166 Main St, Lander

Today's Date:

02/20/26

EVENT INFORMATION

Name of Event:

Spring Fling Fundraiser

Venue:

Wild Iris Mtn. Sports

Venue Address:

166 Main St

Description of the Event including Activities/Entertainment:

Open House style party with food, games, & art

List the Dates and Hours that Alcohol will be available:

Saturday 3/21/26
Noon - 6:00pm

Anticipated number of attendees at any given time:

25

Short Summary of the Reason for the Event:

Raise money in support of the International Climbers Festival

Is any alcohol being donated to the event? If so, please explain.

Please note this requires authorization by the governing body. Please see the clerk for more information.

Donated from Lander Brew Co. to Wyo Climbers (non-profit)

STREET CLOSURE

☐ YES ☒ NO Does the event involve a street or alley closure? If yes, please complete the Temporary Street or Alley Closure Permit. Open container permits will not be approved until the street closure has been approved. Glass containers are discouraged.



24 Hour/Daily Alcoholic Beverage Sales Permit Application &/or Open Container Permit

(W.S. 12-2-203, 12-4-502)

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below. No package sales allowed.

Section 11, Item C.

Fee \$ _____
Date Paid _____

INDEMNITY AGREEMENT

☐ **INDEMNITY AGREEMENT** If event is taking place at or on City property.

ADDITIONAL REQUIREMENTS

☒ **VENDOR LIST** Provide a list of vendors serving alcohol at the event **and** indicate if they are located in-state or out-of-state.

1. WyoClimbers, in-state

2.

3.

If the list is more than three, please include a separate sheet of paper listing all vendors serving alcohol and indicate if they are located in-state or out-of-state.

ALCOHOL RESPONSIBILITY PLAN

☒ **ALCOHOL RESPONSIBILITY PLAN** All permit holders are responsible for abiding by all applicable alcohol dispensing regulations. Attach a detailed plan outlining how your event will address the following components to ensure compliance with regulatory standards and promote the safety and well-being of all event attendees. These regulations include, but are not limited to:

- 1) Age Verification: Confirmation of participants' age through rigorous identification checks to ensure that minors are not served alcohol.
- 2) Children: Will under age children be present? If so, explain how you will enforce the prohibition of underage drinking.
- 3) Service Protocol: Strict adherence to guidelines ensuring that complimentary alcohol is not accessible for self-service.
- 4) Over-Serving Prevention: Implementation of measures to control pouring to prevent the overconsumption of alcohol by individuals.
- 5) Controlled Consumption: Prohibition of participants from exiting the designated event area with alcoholic beverages.
- 6) Non-Alcoholic Alternatives: Encouragement of the availability of non-alcoholic beverage options to promote responsible consumption.
- 7) Liquor Liability Insurance: Do you have liquor liability insurance? If so, please include a copy.
- 8) Wristbands: Wristbands are highly recommended to be worn by everyone 21 years of age and older. Please state how you will implement a wristband plan or a way to tell who is 21 years of age or older.
- 9) TiPS Certification: Highly recommended enrollment of servers in TiPS. (Training for Intervention ProcedureS) Server Training Certification program to enhance awareness and proficiency in responsible alcohol service practices. Please indicate if your servers have been through TiPS training.



24 Hour/Daily Alcoholic Beverage Sales Permit Application &/or Open Container Permit

(W.S. 12-2-203, 12-4-502)

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below. No package sales allowed.

Section 11, Item C.

Fee \$ _____
Date Paid _____

SELECT TYPE OF 24-HOUR PERMIT - SUBMIT 30+ DAYS IN ADVANCE OF EVENT

☐ **CATERING PERMIT**

\$50 per day

For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.

This permit must be agreed to and authorized by a current retail or resort liquor license holder.

Name of Retail or Resort Liquor License Holder:

(only Retail or Resort Liquor License Holders can apply for this permit)

Authorized Signature:

Print Name:

☒ **MALT BEVERAGE PERMIT**

\$50 per day

For the sale of malt beverages at a public gathering by a responsible person or organization.

☒ Yes ☐ No Nonprofit corporation under the laws of WY?
☒ Yes ☐ No Tax exempt organization under the IRS?
☒ Yes ☐ No Has the applicant been in continuous operation for not less than two years?

☐ **MALT BEVERAGE PERMIT FOR A MICROBREWERY**

\$50 per day

For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.

Permitted Microbrewery Only

Authorized Signature:

Print Name:

☐ **MANUFACTURER'S OFF-PREMISES PERMIT**

\$50 per day

For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.

Licensed Manufacturer Only

Authorized Signature:

Print Name:

☐ **WINERY OFF-PREMISE PERMIT**

\$50 per day

For the sale of the winery's own Wyoming manufactured products only.

Licensed Wineries Only

Authorized Signature:

Print Name:

OPEN CONTAINER PERMIT - SUBMIT 30+ DAYS IN ADVANCE OF EVENT

☒ **OPEN CONTAINER PERMIT**

\$50 per day

An open container permit allows for the consumption of alcoholic beverages for special events in public places, such as streets, sidewalks, parking lots, alleys, or public spaces.

☒ Boundaries of the Open Container
Please attach a map of the boundaries for your event, please be exact. Any possession of open containers outside the listed boundaries may result in a violation of the permit and the law.

☐ Resolution Completed

_____ Date _____

4/29/25



24 Hour/Daily Alcoholic Beverage Sales Permit Application &/or Open Container Permit

(W.S. 12-2-203, 12-4-502)

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below. No package sales allowed.

Section 11, Item C.

Fee \$ _____
Date Paid _____

By filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoholic beverages.

Upon signing any portion of this application, the applicant agrees to follow all rules and regulations set forth by the Lander City Council, any state or local laws, and any current orders or directives issued by the Governor. The applicant accepts all responsibility for ensuring that no one under 21 years of age will be allowed access to any alcoholic beverages during the function and assumes responsibility for civil and criminal liability in the event a person under the age of 21 consumes or possesses alcohol at the function.

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

City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages

[Signature] Jake Dickerson 02/20/26
Applicant's Signature Printed Name Date

APPROVALS	
City Clerk:	Date:
Lander Police Department:	Date:
Permit Approved ☐ Yes ☐ No	Date

City of Lander Malt Beverage Permit Responsibility:

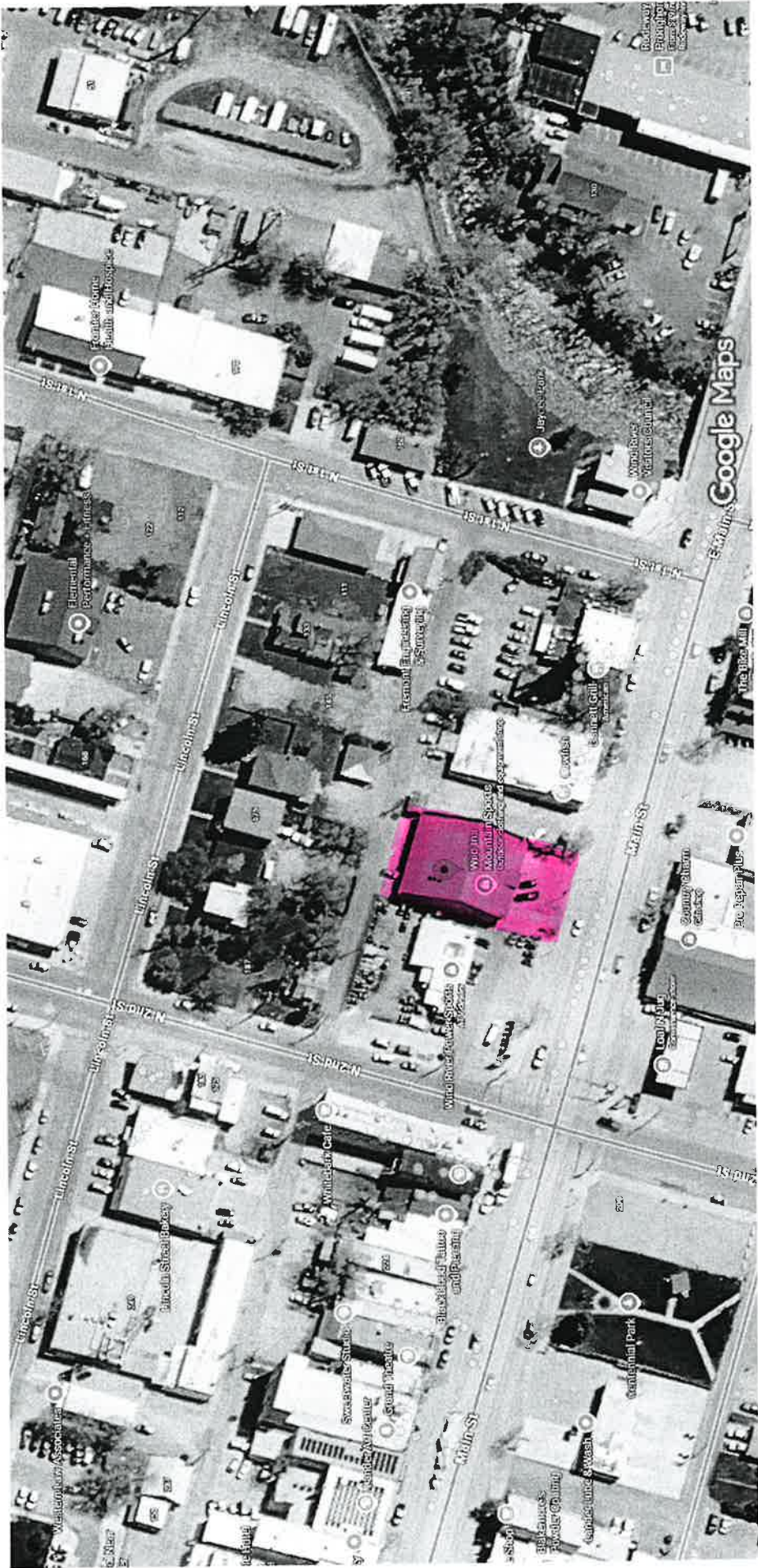
Select volunteers of WyoClimbers will be responsible for serving alcohol during the event. Beer in a 12 ounce cup dispensed by one of these persons is the only alcohol that will be available. We have three people stationed at the distinguished table where the beer will be served- one checking IDs, one distributing, and one assistant. As IDs are checked, we have a hand stamp with a double outlined red star (not so easily mimicked) to verify folks who are of age. We have a black marker for drawing X on the hand of people who are not of age, but may be with a group who will be drinking. In such an intimate space, there will be eight Wild Iris employees, and at least three volunteers from our organization. This means there will be many responsible people monitoring and assisting with the event. It is very important to all of us that there is no abuse of drinking at our event; this has been a very successful event in the past and we all want to ensure that it can continue. We believe from past experience that serving limited 12 ounce beer does help against over consumption. Our servers have autonomy to cut off any guest at any point. There will be food as well as multiple types of non-alcoholic beverages available. Historically at this event, drinking alcohol has not been the main event, but rather one of the many 'treats' available. Please do not hesitate to come check in both for observation and participation in this community event.

Jake Dickerson
Board Member WyoClimbers



166 Main St

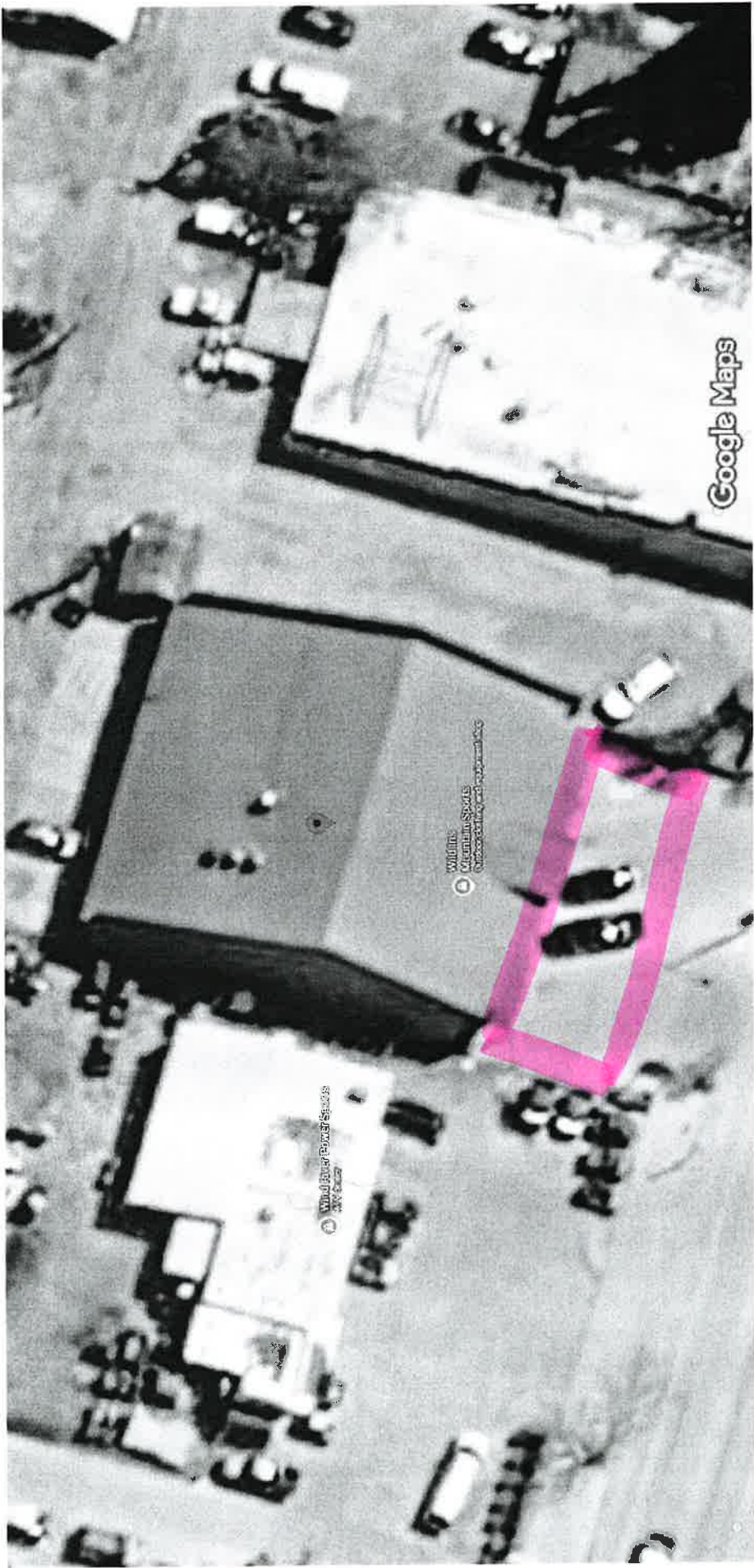
Google Maps



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft

166 Main St

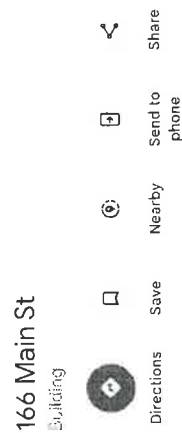
Google Maps



Imagery ©2026, Map data ©2026 Google 20 ft



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft



166 Main St, Lander, WY 82520

Photos

CITY OF LANDER
240 LINCOLN STREET
LANDER WY 82520
307-332-2870

Receipt No: 1.000400962
Feb 20, 2026

WILD IRIS

Previous Balance:	.00
LICENSES & PERMITS - BLDG LICENSE & PERMITS -	50.00
24HR MALT BEVERAGE	
10-320-2100 BUILDING PERMITS	
Total:	50.00
CHECK	50.00
Check No: 3030	
Payor: WILD IRIS	
Total Applied:	50.00
Change Tendered:	.00

Duplicate Copy

02/20/2026 3:29 PM

CITY OF LANDER
240 LINCOLN STREET
LANDER WY 82520

307-332-2870

Receipt No: 1.000400963

Feb 20, 2026

WILD IRIS

Previous Balance:	.00
LICENSES & PERMITS - BLDG LICENSE & PERMITS - OPEN CONTAINER 10-320-2100 BUILDING PERMITS	50.00
Total:	50.00
CHECK Check No: 3031	50.00
Payor: WILD IRIS	
Total Applied:	50.00
Change Tendered:	.00

Duplicate Copy

02/20/2026 3:30 PM

RESOLUTION 1382

A RESOLUTION APPROVING INDUSTRY REPRESENTATIVE SUPPORT FOR THE WYOCLIMBERS SPRING FLING FUNDRAISER ON MARCH 21, 2026, PURSUANT TO W.S.§ 12-5-402 AND EXEMPTING THE PARKING LOT OF WILD IRIS MOUNTAIN SPORTS LOCATED AT 166 MAIN STREET, LANDER WYOMING FROM THE OPEN CONTAINER PROVISIONS OF CITY ORDINANCE 2-2-12

WHEREAS, the WyoClimbers is a nonprofit organization duly recognized as a tax-exempt entity under Section 501(c)(6) of the Internal Revenue Code; and

WHEREAS, the WyoClimbers organizes and conducts the annual “Spring Fling Fundraiser” event, at Wild Iris Mountain Sports, 166 Main Street, Lander, Wyoming which is an open house style event with food and games as well as art; and

WHEREAS, the Lander Brewing Company, a malt beverage brewery, has agreed to donate beer for the fundraiser event; and

WHEREAS, pursuant to Wyoming Statute § 12-5-402, industry representatives—defined in W.S. § 12-1-101(a)(vi) to include wholesalers, manufacturers, rectifiers, distillers, and breweries—are prohibited from furnishing, giving, or lending money or other things of value to a nonprofit, tax-exempt licensee without prior approval of the licensing authority; and

WHEREAS, the City Council serves as the local licensing authority under the Wyoming Alcoholic Beverage Control Act and is authorized to grant such approvals; and

WHEREAS, the WyoClimbers are requesting an open container permit to allow beer to be consumed in the parking lot as well as the physical structure; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Lander, that:

1. The Council hereby approves and authorizes industry representatives, as defined in W.S. § 12-1-101(a)(vi), to furnish, give, or lend money or things of value to the WyoClimbers in support of the Spring Fling Fundraiser on March 21, 2026; and
2. This approval is granted solely for the purposes of supporting the Spring Fling Fundraiser event and shall remain valid for March 21, 2026, from noon until 6:00 PM event unless otherwise amended or rescinded by the Council; and
3. WyoClimbers shall maintain records of any such contributions received from industry representatives and make them available for inspection by the City upon request; and
4. That the parking lot and exterior grounds of Wild Iris Mountain Sports located at 166 Main Street, Lander, WY shall be exempt from the provision of City Ordinance 2-2-12 on March 21, 2026, from noon until 6:00 PM.

PASSED, APPROVED AND ADOPTED the _____ day of _____ 2026.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Missy White, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby by certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on _____, 2026, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

DRAFT

SECOND 2026 EXTENSION OF LEASE AND LICENSE AGREEMENT

THIS EXTENSION OF LEASE AND LICENSE AGREEMENT, is made and entered into this ____ day of _____, 2026 by and between the CITY OF LANDER, herein referred to as “Lessor” and the LANDER OLD TIMER’S RODEO ASSOCIATION (“LOTRA”), a 501C3 Non-Profit Corporation, of Lander, Wyoming, herein referred to as “Lessee”. City and LOTRA shall collectively be known herein as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee are the parties to a Lease Agreement (“Lease”) dated the 6th day of December, 2023, by which Lessor leased to Lessee the premises described in Exhibit “A” of the Lease Agreement; and,

WHEREAS, Lessor and Lessee are also the parties to a License and Indemnification Agreement (“License”) both dated the 6th day of December, 2023, by which Lessee obtained a license for the use of certain property commonly referred to as the “Rodeo Grounds” from Lessor; and,

WHEREAS, the parties previously executed an extension of the Lease and License dated February 13, 2026, which extended the term of the Lease and License; and,

WHEREAS, a copy of the Lease is attached hereto as Exhibit “1”, and a copy of the License is attached hereto as Exhibit “2”, both of which are incorporated herein by this reference; and,

WHEREAS, the parties now desire to further extend the term of the Lease and License through December 31, 2026, upon the terms and conditions set forth herein, while otherwise leaving the original Lease, License, and prior extension in full force and effect.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The above recitals and copies of the Lease (Exhibit “1”) and License (Exhibit “2”) are incorporated herein and by this reference made a part hereof.
2. The parties acknowledge that the Lease and License were previously extended by written agreement dated February 13, 2026. The execution of this Agreement shall constitute a further extension of the Lease and License between the parties. The term of the Lease and License is hereby extended so that the termination date shall be December 31, 2026.
3. Beginning on the effective date of this Extension, and continuing for the remainder of the extended term, Lessee shall pay rent in the amount of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month, payable in accordance with the payment provisions set forth in the original Lease unless otherwise agreed to in writing by the parties.
4. Except as specifically modified by this Extension, all other terms, covenants, and conditions of the original Lease and License, including the prior extension dated February 13, 2026, shall remain in full force and effect.
5. This Extension of Lease and License, in conjunction with the basic Lease and License (Exhibits “1” and “2”), sets forth the entire agreement between the parties. The original Lease and License as extended and this Extension of Lease and License shall not be altered or modified hereafter, except by a written memorandum signed by the parties.
6. This agreement shall be attached to the basic Lease, Exhibit “1” attached hereto, and the basic License, Exhibit “2” attached hereto, and shall become a part thereof as if originally included therein.

SIGNATURES

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

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

THE CITY OF LANDER
A municipal corporation,
Lessor

BY: _____
MAYOR

ATTEST:

CITY CLERK

LANDER OLD TIMER’S RODEO
ASSOCIATION, INC.
A 501C3 Non-Profit Corporation,
Lessee

BY: _____
PRESIDENT

ATTEST:

SECRETARY

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 6th day of December, 2023, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, WY 82520, hereinafter referred to as "Lessor," and the LANDER OLD TIMER'S RODEO ASSOCIATION (LOTRA), a 501C3 Non-Profit Corporation, of Lander, Wyoming, hereinafter referred to as "Lessee." City and LOTRA shall collectively be known herein as the "Parties."

RECITALS

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property as described herein, hereinafter "Real Property", 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 this Lease, and

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of City property for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA 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 Building on the premises. The Lessor does hereby lease, let and demise unto the Lessee the real property, excluding the building, located at Lander Rodco Grounds, with a legal description as described in Exhibit "A", which is attached and incorporated herein, 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.

Additionally, there is a License affecting the area surrounding the Lease Premises entered by the parties. Said License is not part of this Agreement; however, does affect the surrounding area abutting the Leased Premises, and the parties to this Agreement should abide by the terms of the License Agreement.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to use the property for the primary purpose of rodeo and livestock related activities. 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 the period commencing on the 15th of February 2024, and terminating on the 15th day of February 2025, unless sooner terminated for any of the reasons set forth in this Lease. Thereafter, this Agreement shall be re-written for a longer period as determined by the Lessee and Lessor. This Agreement will only terminate with Ninety (90) days written notice to the other part.

5. **RENTAL FEE.** Lessee shall pay to Lessor \$1,000 in one installment on or before the 15th day of September, 2024. After the rental lease expires, a new lease may be renegotiated or changed as mutually agreed upon by both parties.

6. **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.

7. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for purposes associated with rodeo related activities and other uses as deemed appropriate by the Lessee. The Lessee shall have the right to occupy and use the premises for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA.

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

- A. No residential use of any kind shall be permitted in or on the premises.
- B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the buildings, as it is strictly prohibited. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in or on the premises.
- C. Lessee promises and agrees that no commercial operation of any kind are permitted within or near the leased premises without written consent of the Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises without written consent of Lessor.
- E. No long-term storage of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the buildings.
- F. Lessor has the right to tow and remove boats, trailers, campers, or other similar property parked outside the leased premises, if it is determined such vehicles have been stored long term and with proper notice to Lessee, at the sole expense of the owner(s) of said property.

9. **INSURANCE AND INDEMNIFICATION.** Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), and an aggregate limit amount of Two Million Dollars and no/100 (\$2,000,000.00). 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 building and all personal property on the premises. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said building and the use of said building. 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.
10. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. 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.
11. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of animal waste, trash, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-property site.
12. **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, and comply with the laws, ordinances and regulations. Lessor, its agents, and representatives, shall have an unrestricted right to enter the leased premises for the purpose of inspection for compliance with the terms of the Lease, upon a twenty-four (24) hour notice to Lessee. Access entry may be needed or emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
13. **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 St.
Lander, WY 82520

LEASE AGREEMENT
City of Lander/LOTRA
Page 3 of 10

All notices to the Lessee shall be sent to:

LOTRA
PO Box 632
Lander, WY 82520

14. **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 lease in exchange for rent or other compensation without the approval of Lessor. 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.
15. **ENVIRONMENTAL.** Lessee, for itself, 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.
16. **TAXES.** Lessee is responsible for any and all of their own taxes or assessments.
17. **BREACH-OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply.
- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- D. **Breach-Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:

- i. **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.
- ii. **Termination.** If such payments are not made within thirty (30) days after notice, this Lease and Lessee's rights hereunder shall, at the election of the Lessor, forthwith terminate.
- iii. **Emergency Declarations.** If the City, County, or State is under a disaster declaration and such declaration prohibits the Lessee's ability to hold their events, which therefore affects the Lessee's ability to pay rent, such rent due may be negotiated between the Lessor and Lessee.

18. 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 building 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 of 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.
- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to the terms of this Agreement, and lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the building from the premises providing it leaves the premises in the same or better condition as when entered upon y Lessee; in the event Lessee does not remove the building 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 building from the land including but

not limited to forcible entry and detainer and eviction. "Same or better condition" means that the building foundation, floor or apron should be left in-place if it is in sustainable condition for use with a new building 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.

19. 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.

20. 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 or any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

D. **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.

E. **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.

F. **WYOMING LAW:** This agreement shall be construed in accordance with the laws of the State of Wyoming.

G. **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.

- H. 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.
- I. 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.
- J. ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

(SIGNATURES ON FOLLOWING PAGE)

***LEASE AGREEMENT
City of Lander/LOIRA
Page 7 of 10***

SIGNATURES

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

IN WITNESS WHEREOF, the parties have executed this lease this 15th day of November, 2023.

THE CITY OF LANDER
A municipal corporation,
Lessor

BY: Mart Linder
MAYOR

ATTEST:

Rachelle Linder
CITY CLERK

LANDER OLD TIMER'S RODEO
ASSOCIATION, INC.
A 501C3 Non-Profit Corporation,
Lessee

BY: Paula Marmell
PRESIDENT

ATTEST:

Paula Marmell
SECRETARY

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 15th day of November, 20 23, by, Monte Richardson, Mayor, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Danielle Boggis
Notary Public

My commission expires: 7/1/2027

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 15th day of November, 20 23, by, Rachelle Fontaine, City Clerk, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Danielle Boggis
Notary Public

My commission expires: 7/1/2027

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 6th day of December, 20 23, by, Paula McCornick, LOTRA PRESIDENT, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Julie A. Freese
Notary Public

My commission expires: 10-13-2029



STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 6th day of December, 2023 by, Brenda Walker, LOTRA SECRETARY, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

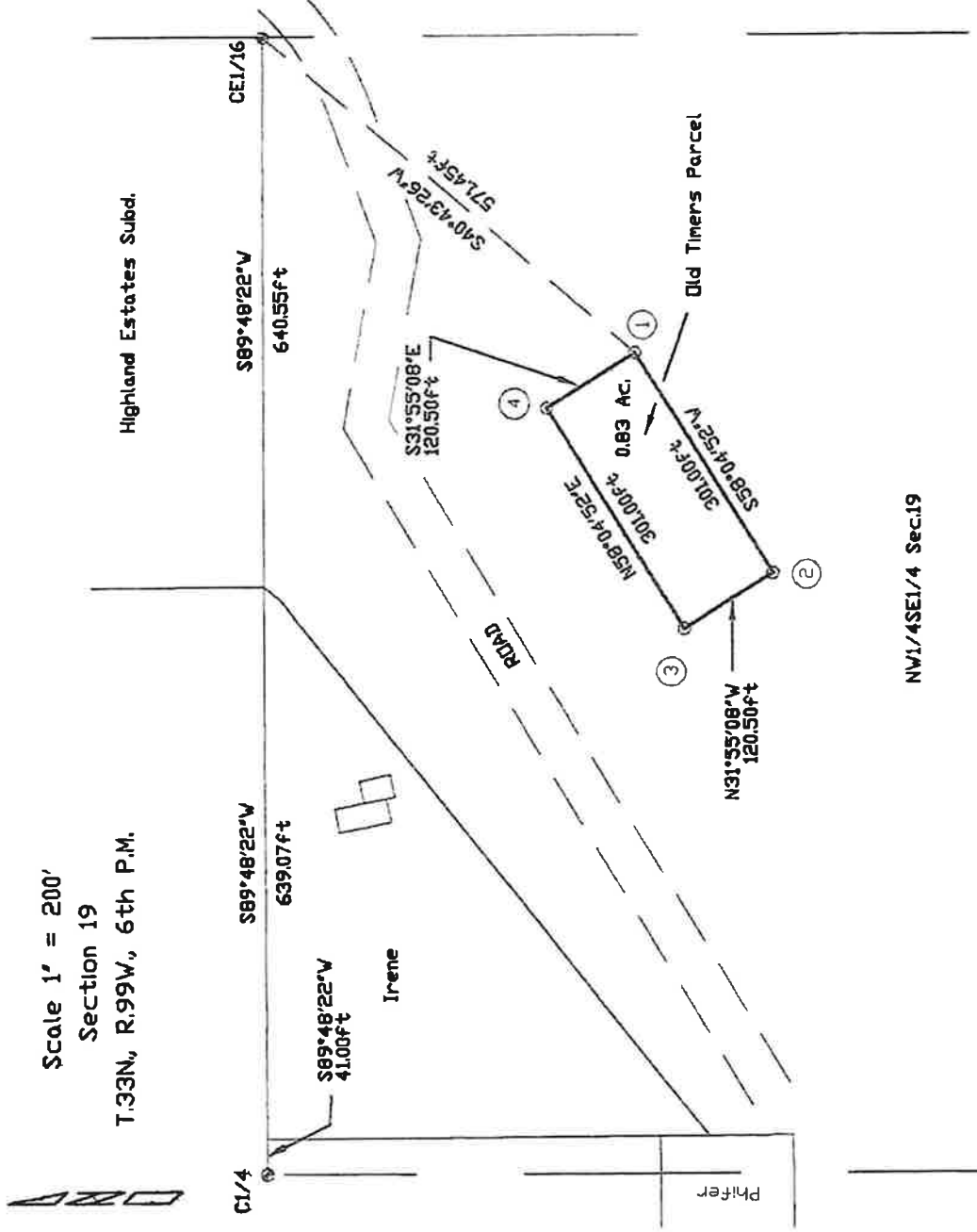
My commission expires: 10-13-2029

Julie A. Freese
Notary Public
JULIE A. FREESE
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 91450
COMMISSION EXPIRES: 10/13/2029

EXHIBIT 'A' LANDER OLD TIMERS PARCEL

A tract of land located in the NW1/4SE1/4 of Section 19, Township 33 North, Range 99 West, 6th P.M., City of Lander, Fremont County, Wyoming, more particularly described as follows:

Beginning at Point No.1, which point bears S40°43'26"W a distance of 571.45 feet from the northeast corner of said NW1/4SE1/4; thence proceed S58°04'52"W a distance of 301.00 feet to Point No.2; thence proceed N31°55'08"E a distance of 120.50 feet to Point No.3; thence proceed N58°04'52"E a distance of 301.00 feet to Point No.4; thence proceed S31°55'08"E a distance of 120.50 feet, more or less, to Point No.1, the point of beginning. This tract of land contains 0.83 acres more or less.



Signed and dated this 12th day of August 2011.



LICENSE AND INDEMNIFICATION AGREEMENT

~~THIS AGREEMENT~~ made and entered into this 6th day of December, 2024, and between by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as "OWNER or OWNERS", and the LANDER OLD TIMERS RODEO ASSOCIATION of Lander, Wyoming, herein referred to as "LICENSEE".

WITNESSETH:

WHEREAS, OWNER is the owner of real estate which is generally described as the Rodeo Grounds located in Lander, Fremont County, Wyoming, (hereinafter referred to as the "Property") located within Lander, Fremont County, State of Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by Owner for rodeo related activities.

TERMS AND CONDITIONS:

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

1. **LICENSE**. OWNER does hereby grant to LICENSEE, or their agents and guests, unrestricted right to enter upon the Property, and does hereby grant a license to use premises described as follows: no more than 70,000 square feet of additional space outside the north and west sides of their existing building, all of which is located within Fremont County, Wyoming. This license is for the purpose of rodeo related activities, or any other similar or lawful activities, subject to the terms and conditions hereinafter stated.

2. **TERM**. This License will be for the duration of the Lease Agreement, Dated 12-6-2023, ~~2024~~, Between OWNER and LICENSEE, and will remain in effect from this 6th day of December 2024 and shall terminate upon the expiration of the Lease Agreement. *ma*

3. **USE OF PREMISES**. LICENSEE shall not in any manner cause any damage or destruction of any nature to or interruption of the use of the Property, Rights of Way, and/or ways of ingress or egress. LICENSEE agrees and specifically understands that the license is confined solely to the privilege of LICENSEE, and his agents or guests, to use the premises above described, and that the authority and permission given herein does not thereby grant to it any interest or estate in said lands, but is a mere privilege to do certain acts of a temporary character on the lands of the OWNER and that the OWNER retains dominion, possession and control of said lands, including access thereto at all times.

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

4. **RIGHT OF ENTRY**. OWNER shall have the right to enter upon the premises herein described for purposes as may be deemed necessary by OWNER, so long as said entry does not interfere with the license herein granted to LICENSEE.

5. **INDEMNIFICATION.** LICENSEE agrees that it will save and hold OWNER harmless from all claims, causes and actions, suits, damages or demands whatsoever in law and in equity which may arise out of, or as a consequence of its negligence and the negligence of its authorized agents, servants or employees, in utilizing said Property under this license. Furthermore, LICENSEE agrees to indemnify the OWNER from and against any and all liability, loss or damage the OWNER may suffer as a result of any claims, demands, actions at law or in equity, damages, costs or judgments against the OWNER arising out of the activities taking place on the Property. Said indemnification shall include all court costs, litigation expenses and reasonable attorney fees incurred by the OWNER.

6. **GOVERNMENTAL IMMUNITY.** The City of Lander does not waive governmental immunity and specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law.

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

8. **LIMITATION ON CONSTRUCTION.** It is understood and agreed by and between the parties hereto that LICENSEE shall not erect any other structure, other than those structures described herein, of any type or kind or plant anything upon said premises except with the consent, in writing, of the OWNER first had and obtained.

9. **TERMINATION.** This license is subject to cancellation by either party upon One Hundred Eighty Days (180) days written notice. Notice given by either party must state the other party's name, address, and dates the license shall be terminated. Said notice shall be computed commencing with the day after the date of mailing.

10. **REMOVAL AFTER TERMINATION.** LICENSEE agrees that on or before the termination date of this license, it shall remove or cause to be removed any and all debris on the premises described in this License, any and all equipment for the facilities and other things erected or placed by it, and will yield up said premises to the OWNER as in the condition as when the same was entered upon by LICENSEE. Removal of any and all equipment shall be done within 48-hours after termination at the sole expense of LICENSEE. Upon LICENSEE's failure to do so, OWNER may do so at the sole cost and expense of LICENSEE. LICENSEE shall repair any damage to the premises caused by it in utilizing this License. Any and all repairs must be completed within 7-days after termination. In the event LICENSEE fails to repair any and all damages, OWNER shall submit an invoice for costs of repairs, which LICENSEE herein agrees to pay in full upon receipt of said invoice.

11. **NOTICE.** Any notice herein provided shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to LICENSEE or to OWNER and such other persons as either party may from time to time designate in writing.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LANDER:

ATTEST:


Rachelle Fontaine, City Clerk

BY:

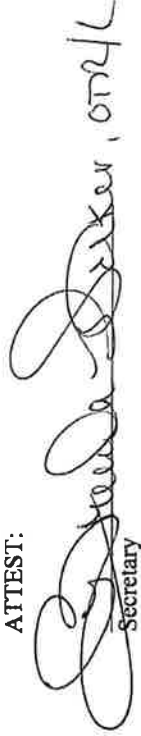

MONTE RICHARDSON

LANDER OLD TIMER RODEO
ASSOCIATION, Lander, Wyoming

BY:


Paula Hancock
President

ATTEST:


Secretary

**LEASE AGREEMENT BETWEEN LANDER SENIOR CITIZENS CENTER INC
AND CITY OF LANDER**

THIS LEASE AGREEMENT, is made and entered into the ____ day of _____ 2026, by and between the CITY OF LANDER, a municipal corporation, of , of 240 Lincoln Street, Lander, Fremont County, Wyoming, hereinafter referred to as "Lessor", and the LANDER SENIOR CITIZENS CENTER, INC., a non-profit corporation, with its principal office in Lander, Fremont County, Wyoming hereinafter referred to as "Lessee". Lessor and Lessee shall collectively be known herein as the "Parties."

RECITALS

WHEREAS, the Lessor owns certain real property located within the corporate limits of the City of Lander, Fremont County, Wyoming, more particularly described as Lot 1, Block 2 of the Carper Addition to the City of Lander, commonly known as 205 South 10th Street, together with all buildings, fixtures, and improvements located thereon (the "Property"); and,

WHEREAS, the primary building located on the Property was constructed using proceeds from a 1994 Special Purpose facilities one-cent sales tax approved by the voters for the purpose of constructing, maintaining, and caring for a senior citizens facility, with excess proceeds from such tax to be deposited into an endowment fund designated for the ongoing operation and maintenance of the facility, which endowment fund is administered by the Lessor; and,

WHEREAS, the Lessee desires to lease the Property from the Lessor for the purpose of operating and maintaining a senior citizens center for the benefit of its members and the residents of the City of Lander, and for such other lawful, noncommercial purposes as are consistent with Lessee's Articles of Incorporation and Bylaws; and,

WHEREAS, the Lessor finds that leasing the Property to the Lessee for such purposes serves a valid public purpose and is in the best interests of the City of Lander and its residents.

TERMS AND CONDITIONS

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

1. **Term and Rent.** Lessor hereby leases to Lessee the real property and improvements described above (the "Leased Premises") for a primary term of two (2) years, commencing on _____, 2026, and expiring on _____, 2028, unless earlier terminated in accordance with this Agreement. The Parties acknowledge and agree that no monetary

rent shall be charged during the primary term. Instead, the consideration for this Lease consists of Lessee's use and operation of the Leased Premises as a senior citizens center for the benefit of the public and the residents of the City of Lander. The rental for the full two-year term shall therefore be deemed fully paid and satisfied, and nothing herein shall be construed to create a landlord-tenant relationship for private commercial purposes. Lessee's possession of the Leased Premises shall at all times remain subject to Lessor's continuing ownership and governmental authority, and no tenancy at sufferance or other possessory right shall arise by implication.

2. **Maintenance; Repairs; Improvements.**

- a. Routine Interior Maintenance. Lessee shall, at all times during the term of this Lease, be responsible for the routine care and maintenance of the interior, non-structural portions of the building and facilities located on the Leased Premises, including interior finishes, paint, fixtures, furnishings, and equipment, and shall keep the same in good order, condition, and repair, ordinary wear and tear excepted.
- b. Structural and Capital Components. The structural components of the building, including but not limited to the foundation, load-bearing walls, roof, exterior walls, structural systems, and major mechanical, electrical, and plumbing systems, shall remain under the ownership and control of Lessor. Lessee shall not undertake repairs, replacements, or modifications to any structural or capital component of the Leased Premises without the prior written approval of Lessor.
- c. Capital Improvements and Major Repairs. Lessee may propose upgrades, capital improvements, or major repairs to the Leased Premises; however, no such work shall be commenced unless and until:
 - i. the proposed work has been submitted to Lessor in writing with sufficient detail to allow evaluation of scope, cost, and priority; and
 - ii. the City of Lander has approved the proposed work through its established budgetary, administrative, or City Council approval process, as applicable.
- d. Notice. Lessee shall promptly notify Lessor of any condition requiring structural repair or presenting a risk to public health or safety.
- e. Capital Planning and Prioritization. To facilitate long-term planning and transparency, Lessee shall include proposed capital improvements and major repairs in its annual maintenance budget and planning materials submitted pursuant to this Lease. Lessor retains sole discretion to determine the timing, prioritization, funding source, or deferral of any proposed capital project based on available

resources, public need, and City policy considerations.

- f. Funding Limitations; No Obligation to Fund. Approved major repairs and capital improvements may, but are not required to, be funded from the endowment fund established pursuant to the optional capital facilities one-cent sales tax, subject to fund availability and City approval. Nothing in this Lease shall be construed as:
 - i. a guarantee that endowment funds will be available for any particular project;
 - ii. an obligation of Lessor to appropriate, expend, or replenish any funds; or
 - iii. authority for Lessee to obligate Lessor financially or commit public funds.
- g. Administration of Endowment Funds. All endowment funds referenced herein shall be administered and managed exclusively by Lessor. Lessee shall have no independent authority to expend, encumber, or direct the use of such funds, and all expenditures shall remain subject to applicable municipal policies, budgetary controls, and legal requirements.

3. **Utilities and Building Insurance.**

- a. Water and Sewer Utilities. Subject to the limitations set forth herein, Lessor shall be responsible for payment of sewer, water, and other municipal utility charges customarily associated with the normal operation of the Leased Premises during the term of this Lease.
- b. Electrical and natural gas utilities. These Utilities shall remain in the name of Lessee as part of their daily operational expenses.

Nothing in this Lease shall be construed as obligating the City of Lander to pay utility costs from its general fund or from any source other than the endowment funds expressly identified herein.

- c. Building Insurance. Lessor shall maintain property insurance coverage on the building and permanent improvements located on the Leased Premises against loss or damage caused by fire, windstorm, and other risks customarily insured against for municipal facilities of similar type and use. Such insurance shall be maintained at levels determined by Lessor in accordance with its risk management practices.

All insurance premiums and deductibles shall be paid from the 1994 Special Purpose Tax Endowment funds while such funds remain available. Insurance proceeds, if any, shall be controlled by Lessor and applied toward repair or replacement of the building as determined by Lessor, and Lessee shall have no

independent right to such proceeds.

- d. No Warranty of Continuity. Lessor makes no representation or warranty that utility services, insurance coverage, or endowment funding will be continuously available throughout the term of this Lease, and Lessee accepts the Leased Premises subject to such limitations.

4. **Landscaping and Parking Area Maintenance.**

- a. Lessee shall be responsible for the landscaping and planting care and maintenance including but not limited to; mowing, trimming, fertilization, weed and pest control.
- b. Lessee shall be responsible for snow and ice removal of the driveways and sidewalks as an operational expense.
- c. Lessor shall be responsible for routine maintenance of the parking area serving the Leased Premises, including snow removal consistent with the City's adopted snow plow priority schedule, as well as periodic asphalt maintenance, repair, and striping as determined appropriate by Lessor in its sole discretion and subject to available funding.
- d. Snow and ice removal of the parking lot shall be performed by Lessor at Lessor's expense, provided that Lessor makes no guarantee as to response times, frequency, or surface conditions during active or severe weather events. Removed snow may be piled in locations designated by Lessor on the parking lot. When reasonably practicable and operationally feasible, Lessor may remove accumulated snow piles from the premises. Nothing herein shall be construed to obligate Lessor to maintain the parking area at a level exceeding that provided to other similarly situated municipal facilities, nor to require extraordinary or emergency services beyond Lessor's normal public works operations.

- 5. **Insurance; Risk of Loss; Governmental Immunity.** Lessee shall obtain and maintain continuously in effect throughout the term of this Lease, at its sole cost and expense, commercial general liability insurance covering bodily injury and property damage arising out of or related to Lessee's use or occupancy of the Leased Premises, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The City of Lander shall be named as an additional insured on such policy with respect to claims arising from Lessee's operations or activities at the Leased Premises.

Upon request, Lessee shall provide Lessor with certificates of insurance, evidencing the required coverage. Failure to maintain such insurance or to provide satisfactory proof of coverage upon request shall constitute a material breach of this Lease and shall be grounds

for termination.

Lessee assumes all risk of loss or damage to its personal property, equipment, furnishings, and improvements not permanently affixed to the Leased Premises, as well as all risks associated with Lessee's activities and use of the Leased Premises. Except as otherwise expressly provided by law, Lessor shall not be responsible for any injury to persons or damage to property of Lessee, or Lessee's officers, directors, employees, volunteers, agents, or invitees, arising out of or in connection with the use or occupancy of the Leased Premises.

Nothing contained in this Lease shall be construed as a waiver, limitation, or relinquishment of any governmental immunity, defense, or limitation of liability afforded to Lessor, its elected officials, officers, employees, or agents under the Wyoming Governmental Claims Act, Wyo. Stat. Ann. §§ 1-39-101 et seq., as amended, or any other applicable law. All rights, immunities, and defenses available to Lessor are expressly preserved...

6. Budgeting and Annual Reporting. To promote transparency, accountability, and responsible stewardship of taxpayer-funded resources, Lessee shall comply with the following budgeting and reporting requirements:

- a. Annual Maintenance Budget. Lessee shall prepare and submit to Lessor a detailed proposed annual maintenance and operations budget for the Leased Premises as part of the City of Lander's annual budget process, no later than April 30 of each year. The budget shall identify anticipated routine maintenance, proposed capital or major repair requests, and estimated costs, and shall be prepared in a format reasonably acceptable to the City.

To the extent practicable, the budget shall be prepared in accordance with generally accepted accounting principles (GAAP) or such other accounting standards, classifications, or reporting formats as may be required by the City of Lander for budgeting and financial review purposes.

The budget is submitted for review and consideration only, and submission or review of the budget shall not obligate the City to approve, fund, or reimburse any item included therein, nor shall it be construed as a commitment of public funds.

- b. Annual Progress Report. Lessee shall provide an annual written report to the City Council summarizing the prior year's use of the Leased Premises, services provided, major maintenance performed or deferred, and any significant

operational issues. The report shall be presented to the City Council or filed with the City Clerk no later than December 31 of each year unless agreed to by both parties.

- c. Payment of Approved Expenses. Only those maintenance or repair expenses that have been reviewed and expressly approved by Lessor in accordance with this Lease shall be eligible for reimbursement or payment. Operational expenses are the responsibility of the Lessee as stated herein and will not typically be approved for reimbursement from the Endowment fund. Approved expenses shall be billed to the City of Lander not less than annually and shall be paid solely from the 1994 Special Purpose Tax Endowment funds, subject to fund availability and applicable budgetary approvals.
 - d. No Guarantee of Funding. Nothing in this Section shall be construed as a guarantee, commitment, or obligation by Lessor to fund any proposed maintenance, repair, or improvement. Lessee acknowledges that all payments are subject to the availability of endowment funds, City budget processes, and applicable law.
7. **Service District Budget Disclosure.** Lessee shall provide to Lessor, for informational and transparency purposes, a complete copy of the annual budget of the Lander Senior Citizens Service District as approved by the Fremont County Board of Commissioners. Such budget shall be provided within thirty (30) days of approval by the County Commissioners and shall be used by the Lessor solely to understand and coordinate the funding sources supporting the operation and maintenance of the Leased Premises. Nothing in this section shall be construed as granting the Lessor approval authority over the Service District budget or as obligating the Lessor to fund any Service District expenditures.
8. **Public Purpose and Good Faith.** The Parties acknowledge and agree that this Lease is entered into for a valid and continuing public purpose, namely the provision of facilities and services that benefit senior citizens of the City of Lander and promote the general welfare of the community. The Parties further acknowledge that the consideration for this Lease includes the public benefit derived from Lessee's nonprofit use of the Leased Premises, rather than monetary rent.

The Parties agree to administer and interpret this Lease in good faith and in a manner consistent with applicable Wyoming law, municipal authority, and the voter-approved purposes underlying the funding used for the construction, operation, and maintenance of the facility. In the event of questions or disputes regarding the intent or application of this Lease, the Parties shall endeavor to resolve such matters cooperatively and reasonably, with due regard for the public interest and the respective legal obligations of each Party.

9. **Assignment and Subleasing.** Lessee shall not assign this Lease, sublease the Leased Premises, or permit continuous commercial use by third parties without the prior written consent of Lessor, which may be granted or denied in Lessor's sole discretion. Temporary or occasional use of the facility by individuals or organizations for events consistent with Lessee's nonprofit purpose shall not be deemed a violation of this provision, provided such use does not contravene this Lease or applicable law. Any consent granted shall be in writing and shall not constitute consent to any future assignment or sublease.
10. **Indemnification.** To the fullest extent permitted by Wyoming law and without waiving any governmental immunity or limitation of liability afforded to Lessor under the Wyoming Governmental Claims Act, Lessee shall indemnify, defend, and hold harmless Lessor, the City Council, and Lessor's officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to:
- a. Lessee's use or occupancy of the Leased Premises;
 - b. the acts or omissions of Lessee, its officers, employees, volunteers, agents, or invitees; or
 - c. Lessee's operations or activities conducted on the Leased Premises.

This indemnification obligation is independent of and shall not be limited by the insurance requirements set forth in this Lease.

Nothing in this Section shall require Lessee to indemnify or defend Lessor for claims arising solely from the negligence or intentional misconduct of Lessor, and Lessor shall indemnify and defend Lessee to the same extent for claims arising solely from Lessor's negligence or intentional acts...

11. **11. Right of Entry and Access.** Lessor, through its officers, employees, contractors, or authorized representatives, shall have the right to enter the Leased Premises at all reasonable times and upon reasonable notice to Lessee, except in cases of emergency where no notice shall be required, for purposes including but not limited to: inspection; verification of compliance with this Lease; performance of maintenance or repairs for which Lessor is responsible; protection of public health and safety; and the exercise of Lessor's governmental or regulatory functions.

Such entry shall be conducted in a manner that minimizes disruption to Lessee's operations, provided that no such accommodation shall limit Lessor's ability to fulfill its legal or governmental obligations.

- 12. Renewal; No Automatic Extension.** Lessee may request renewal of this Lease for one or more additional terms of two (2) years each, subject to mutual agreement of the Parties and approval by the City Council, if required by law or City policy. Any renewal shall be documented in a written amendment or new lease agreement executed by both Parties prior to expiration of the then-current term.

Lessee shall provide written notice of its intent to seek renewal not less than ninety (90) days prior to the expiration of the Lease term. Failure to provide timely notice shall not obligate Lessor to consider or grant a renewal. No renewal shall be implied by continued occupancy or performance.

- 13. Termination; Effect of Termination.** Lessor may terminate this Lease at any time, with or without cause, upon ninety (90) days' written notice to Lessee. Such notice shall be delivered to Lessee at its address of record or in such other manner as permitted by law.

Upon receipt of a notice of termination, Lessee shall cooperate with Lessor to ensure an orderly transition, including compliance with all reporting, accounting, and property-removal obligations set forth herein. Termination shall not relieve either Party of obligations that expressly or by their nature survive termination.

- 14. Improvements and Personal Property Upon Termination.** Upon expiration or termination of this Lease for any reason, all leasehold improvements, alterations, or fixtures affixed to the Leased Premises shall become the property of Lessor without compensation to Lessee, unless otherwise agreed to in writing by the Parties.

Lessee may remove its personal property, furnishings, equipment, and supplies acquired or funded by Lessee, provided that such removal occurs within a reasonable time designated by Lessor and does not cause damage to the Leased Premises. Lessee shall repair, at its sole expense, any damage caused by such removal beyond ordinary wear and tear. Any personal property not removed within the permitted time may be deemed abandoned at Lessor's discretion.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this ____ day
of _____ 2026.

LESSOR

THE CITY OF LANDER,
A Municipal Corporation

Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

LESSEE

Lander Senior Citizens Center, Inc.

Board Chair

ATTEST:

Jane Nolde, Executive Director



COST ESTIMATE - PUSHROOT ALT A - SUMMARY

					City of Lander		Pushroot Housing Authority	
ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES	BID PRICES	CITY OF LANDER QUANTITIES	ITEM COST	HOUSING AUTHORITY QUANTITIES	ITEM COST
GENERAL CONDITIONS								
0.01	MOBILIZATION	LS	1	\$ 20,000.00	0.75	\$15,000	0.25	\$5,000
0.03	CONSTRUCTION STORMWATER MANEGMENT	LS	1	\$ 1,500.00	0.75	\$1,125	0.25	\$375
0.05	INDEPENDENT MATERIALS TESTING	LS	1	\$ 3,000.00	0.75	\$2,250	0.25	\$750
		SUBTOTAL:				\$18,375		\$6,125
REMOVALS								
1.01	REMOVAL OF ASPHALT	SY	2096	\$ 6.00	1217	\$7,301	879	\$5,275
1.02	REMOVAL OF CONCRETE	SY	35	\$ 11.00	35	\$385	0	\$0
1.08	UNCLASSIFIED EXCAVATION	CY	467	\$ 25.00	321	\$8,028	146	\$3,647
1.10	CUTTING BIT PVMT	LF	77	\$ 10.00	77	\$770	0	\$0
		SUBTOTAL:				\$16,484		\$8,922
SURFACING IMPROVMENTS								
207.03100	TOPSOIL STORING	CY	19	\$ 25.00	19	\$475	0	\$0
207.03200	TOPSOIL PLACING	CY	19	\$ 25.00	19	\$475	0	\$0
216.03105	SEEDING	SY	241	\$ 8.00	241	\$1,928	0	\$0
301.01076	CRUSHED BASE (GRADING W)	TON	946	\$ 50.00	830	\$41,496	116	\$5,804
406.03005	4" PLANT MIX (COMMERCIAL)	SY	2103	\$ 52.00	1217	\$63,278	886	\$46,078
609.10200	INSTALL CURB & GUTTER TYPE A	LF	433	\$ 80.00	433	\$34,640	0	\$0
609.10700	DOUBLE GUTTER	SY	160	\$ 135.00	160	\$21,600	0	\$0
620.07000	ADJUSTMENTS, VALVE BOXES	EA	1	\$ 850.00	1	\$850	0	\$0
625.12000	MANHOLE ADJUSTMENT	EA	1	\$ 1,250.00	1	\$1,250	0	\$0
					SUBTOTAL	\$165,992		\$51,882
					TOTAL	\$200,851		\$66,929
					TOTAL CONTRACT	\$267,780		

2/18/2026

Lance Hopkin, P.E.
Public Works Director
City of Lander
240 Lincoln Street
Lander, WY 82520

Subject: Recommendation for Award of the Buena Vista Water and Roadway Surface Improvements Project

Dear Mr. Hopkin:

The bid opening for the above-mentioned project was held at 3:00 PM Tuesday, February 10th, 2026, at Lander's City Hall. We have reviewed the bid forms, bid bonds, and other required certifications for the above referenced project. Enclosed is a Bid Tabulation Sheet for the bids received. Original bid documents were returned to the City on 2/12/2026.

Evaluation of Base Bids

The Bid Form for this project included four Base Bid Schedules (Schedules 0, 1, 2, 3) and one Bid Alternate (Alternate A). Mathematical checks were completed of the extended amounts for each bid item, and the total amounts for the schedule. To compute the Base Bid Price, and for determination of the apparent low bidder, the total combined Bid Prices for Base Bid Schedules 0 through 3 were used. The Total Bid Prices for the project ranked as follows:

Table 1: Summary of Base Bid Amounts

Bidder	Base Bid Price
Western Municipal Construction of Wyoming	\$6,501,604.00
Wilson Bros Construction Inc.	\$6,610,915.00
Oftedal Construction Inc.	\$8,329,204.10

Evaluation of Bid Alternates

HDR reviewed the alternate bids submitted by each bidder. Mathematical checks were completed of the extended amounts for each bid item, and the total amounts for the schedule. The Alternate Bid Prices for the project ranked as follows:

Table 2: Summary of Alternate Bids

Bidder	Alternate A Price
Wilson Bros Construction Inc	\$267,780.00
Western Municipal Construction of Wyoming	\$276,584.00
Oftedal Construction Inc	\$342,326.00

Review of Bids for Responsiveness to the Bidding Requirements

HDR reviewed the bids received for their responsiveness to the requirements described within the Instructions to Bidders. **Article 3-Qualifications of Bidders** specifically states the following:

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the State of Wyoming.
 - B. Bidder's state or other contractor license number.
 - C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 13 of these Instructions, "Subcontractors, Suppliers, and Others."
 - D. Copy of Certificate of Residency, if bidding as a resident.
 - E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions
 - F. Certification Regarding Lobbying (EPA Form 6600-06)
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

The results of that review are summarized in the following table:

Table 3: Bid Review Summary

Bidder	Evidence of Bidder's Authority to do Business in Wyoming	Contractor License Number	Subcontractor and Supplier Qualification Information	Copy of Certificate of Residency	Certification Regarding Debarment	EPA Form 6600-06
Western Municipal Construction of Wyoming			X		X	X
Wilson Bros Construction Inc	X	X	X	X	X	X
Oftedal Construction Inc	X	X	X	X	X	X

AWARD OF IN-STATE PREFERENCE

Based on the above results, Western Municipal Construction of Wyoming was the apparent low bidder at the time of the bid opening; however, they did not supply a certificate of residency with their sealed bid, rather they attempted to submit their certificate of residency to HDR following the bid opening. The bidding documents, including Articles 3.01 and 12.01 of the Instructions to Bidders (Section 00200), require that the certificate be provided with the bid. Specifically, Article 12.01 of the Instructions to Bidders states that:

*“The contract shall be let to the responsible certified resident making the lowest bid, if the certified resident’s bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty percent (30%) of the work to non-resident contractors. A resident for this purpose must be certified as a resident by the Wyoming Department of Workforce Services prior to bidding upon the Contract...**A resident bidder shall submit a copy of its certificate of residence with its bid.**”*

As part of the bid evaluation, HDR consulted with the WWDO Project Manager/ DWSRF Technical Advisor, who in-turn consulted the Attorney General’s Office regarding this determination, and received concurrence with our determination that no resident contractor preference shall be awarded to Western Municipal Construction of Wyoming. According to their consultation:

- 1) *No preference may be awarded to a contractor who is not a certified resident contractor at the time bids are submitted, and residency certification cannot be granted retroactively.*
- 2) *State Construction Department Rules (Ch. 3, Sec. 17(b)(iv)) further require that proof of residency certification be included within the competitive sealed bid package.*

Wilson Bros Construction, Inc provided a certificate of residency and therefore their bid was evaluated in accordance with the Preference for Resident Contractors (Article 12) section of the Instructions to Bidders (ITB). Their base bid is \$109,311 (≈1.7%) higher than Western Municipal Construction of Wyoming’s base bid, thus applying the 5% in-state preference to Wilson Brothers makes them the low bidder for selection.

Wilson Brothers listed subcontractors are all Wyoming resident contractors and their total subcontracted work amounts to 28% of the total award amount, which is less than the 30% requirement described above. Applying the Preference for Resident Contractors requirements from the Contract Bid Documents to the evaluation of bids results in an apparent award of this contract to Wilson Brothers Construction Inc.

Recommendation of Award

A review of Wilson Bros Construction Inc.’s bid package indicates that the contractor meets the qualification requirements for award of the Buena Vista Water and Roadway Surface Improvements Project. Wilson Bros submitted a complete and properly executed bid form, bid bond, and all required federal and state certifications, including certifications regarding debarment, suspension, ineligibility, and lobbying. The firm also provided a valid Wyoming Certificate of Residency (Certificate No. 2101202656, expiring 1/20/2027), confirming eligibility for resident contractor preference. Their bid package includes a list of proposed subcontractors and suppliers, as well as a project reference list demonstrating recent and relevant experience with large-scale waterline, roadway, and utility construction projects throughout Wyoming and Montana.

Based on our evaluation of the bids and Wilson Bros Construction Inc’s qualifications, we recommend that the Total Bid Price be awarded to Wilson Bros Construction Inc in the amount of **\$6,610,915.00**

If funding is available, we also recommend awarding Bid Alternate A to Wilson Bros Construction Inc in the amount of **\$267,780.00**.

Limitations of Review and Potential Protest by Apparent Low Bidder

HDR reviewed the bids received for their responsiveness to the approved bidding and construction documents, which were previously reviewed and approved by WYDWSRF. We are aware that the apparent low bidder at the time of the bid opening, Western Municipal Construction of Wyoming, intends to protest the award to Wilson Brothers Construction on the basis that in-state preference cannot apply to federally funded projects. HDR cannot provide legal advice on this matter but would suggest that the City

Attorney be involved in any such dispute. As requested by the City, we sought further clarification from DWSRF after this issue was brought to our attention. An official update from the EPA was not available at the time of this letter, however SRF noted the following:

SRF doesn't require that the loan recipient pick the lowest bid, but will only reimburse based on the lowest bid (or lowest in-state registered contractor if required by statute).

Thank you for considering our recommendation. Please do not hesitate to contact us if you have any questions, comments, or concerns regarding our recommendation and review of the bidding documents.

Sincerely,

HDR Engineering, Inc.



Marcus Krall, P.E.

Project Manager

Enc.: Bid Tabulation Sheet; Wilson Bros Construction Inc Bid Packages

Copy to: Riley Otto, DWSRF Representative

City of Lander
PROJECT NO. 10402538 - Buena Vista Water and Roadway Surface Improvements
BID TABULATION SHEET

HDR ENGINEERING INC.
P. O. BOX 467
LANDER, WY 82520
(307) 228-6000

BID OPENING: 3:00 PM Tuesday, February 10, 2026

BID SCHEDULE				1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		26		27		28		29		30		31		32		33		34		35		36		37		38		39		40		41		42		43		44		45		46		47		48		49		50		51		52		53		54		55		56		57		58		59		60		61		62		63		64		65		66		67		68		69		70		71		72		73		74		75		76		77		78		79		80		81		82		83		84		85		86		87		88		89		90		91		92		93		94		95		96		97		98		99		100		101		102		103		104		105		106		107		108		109		110		111		112		113		114		115		116		117		118		119		120		121		122		123		124		125		126		127		128		129		130		131		132		133		134		135		136		137		138		139		140		141		142		143		144		145		146		147		148		149		150		151		152		153		154		155		156		157		158		159		160		161		162		163		164		165		166		167		168		169		170		171		172		173		174		175		176		177		178		179		180		181		182		183		184		185		186		187		188		189		190		191		192		193		194		195		196		197		198		199		200		201		202		203		204		205		206		207		208		209		210		211		212		213		214		215		216		217		218		219		220		221		222		223		224		225		226		227		228		229		230		231		232		233		234		235		236		237		238		239		240		241		242		243		244		245		246		247		248		249		250		251		252		253		254		255		256		257		258		259		260		261		262		263		264		265		266		267		268		269		270		271		272		273		274		275		276		277		278		279		280		281		282		283		284		285		286		287		288		289		290		291		292		293		294		295		296		297		298		299		300		301		302		303		304		305		306		307		308		309		310		311		312		313		314		315		316		317		318		319		320		321		322		323		324		325		326		327		328		329		330		331		332		333		334		335		336		337		338		339		340		341		342		343		344		345		346		347		348		349		350		351		352		353		354		355		356		357		358		359		360		361		362		363		364		365		366		367		368		369		370		371		372		373		374		375		376		377		378		379		380		381		382		383		384		385		386		387		388		389		390		391		392		393		394		395		396		397		398		399		400		401		402		403		404		405		406		407		408		409		410		411		412		413		414		415		416		417		418		419		420		421		422		423		424		425		426		427		428		429		430		431		432		433		434		435		436		437		438		439		440		441		442		443		444		445		446		447		448		449		450		451		452		453		454		455		456		457		458		459		460		461		462		463		464		465		466		467		468		469		470		471		472		473		474		475		476		477		478		479		480		481		482		483		484		485		486		487		488		489		490		491		492		493		494		495		496		497		498		499		500		501		502		503		504		505		506		507		508		509		510		511		512		513		514		515		516		517		518		519		520		521		522		523		524		525		526		527		528		529		530		531		532		533		534		535		536		537		538		539		540		541		542		543		544		545		546		547		548		549		550		551		552		553		554		555		556		557		558		559		560		561		562		563		564		565		566		567		568		569		570		571		572		573		574		575		576		577		578		579		580		581		582		583		584		585		586		587		588		589		590		591		592		593		594		595		596		597		598		599		600		601		602		603		604		605		606		607		608		609		610		611		612		613		614		615		616		617		618		619		620		621		622		623		624		625		626		627		628		629		630		631		632		633		634		635		636		637		638		639		640		641		642		643		644		645		646		647		648		649		650		651		652		653		654		655		656		657		658		659		660		661		662		663		664		665		666		667		668		669		670		671		672		673		674		675		676		677		678		679		680		681		682		683		684		685		686		687		688		689		690		691		692		693		694		695		696		697		698		699		700		701		702		703		704		705		706		707		708		709		710		711		712		713		714		715		716		717		718		719		720		721		722		723		724		725		726		727		728		729		730		731		732		733		734		735		736		737		738		739		740		741		742		743		744		745		746		747		748		749		750		751		752		753		754		755		756		757		758		759		760		761		762		763		764		765		766		767		768		769		770		771		772		773		774		775		776		777		778		779		780		781		782		783		784		785		786		787		788		789		790		791		792		793		794		795		796		797		798		799		800		801		802		803		804		805		806		807		808		809		810		811		812		813		814		815		816		817		818		819		820		821		822		823		824		825		826		827		828		829		830		831		832		833		834		835		836		837		838		839		840		841		842		843		844		845		846		847		848		849		850		851		852		853		854		855		856		857		858		859		860		861		862		863		864		865		866		867		868		869		870		871		872		873		874		875		876		877		878		879		880		881		882		883		884		885		886		887		888		889		890		891		892		893		894		895		896		897		898		899		900		901		902		903		904		905		906		907		908		909		910		911		912		913		914		915		916		917		918		919		920		921		922		923		924		925		926		927		928		929		930		931		932		933		934		935		936		937		938		939		940		941		942		943		944		945		946		947		948		949		950		951		952		953		954		955		956		957		958		959		960		961		962		963		964		965		966		967		968		969		970		971		972		973		974		975		976		977		978		979		980		981		982		983		984		985		986		987		988		989		990		991		992		993		994		995		996		997		998		999		1000		1001		1002		1003		1004		1005		1006		1007		1008		1009		1010		1011		1012		1013		1014		1015		1016	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FOR CONSTRUCTION CONTRACTS
Buena Vista Water and Roadway Surface Improvements

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www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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BID FORM**PROJECT IDENTIFICATION:** Buena Vista Water and Roadway Surface Improvements**CONTRACT IDENTIFICATION:** PROJECT No. 10402538

1.01 This Bid is submitted to:

City of Lander
 C/O Mayor
 240 Lincoln Street
 Lander, WY 82520

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 30 days after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>1/30/26</u>
<u>2</u>	<u>2/04/26</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. If there are no reports or drawings of the type referred to in this representation, either modify or delete the paragraph.

E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface

or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

THIS SECTION LEFT BLANK

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
BUENA VISTA WATER AND ROADWAY SURFACE IMPROVEMENTS - BASE BID - 2027 COMPLETION					
BID SCHEDULE 0 - GENERAL CONDITIONS					
0.01	MOBILIZATION	LS	1	\$ 625000.00	\$ 625000.00
0.02	FORCE ACCOUNT	\$	100,000	\$ 100,000.00	\$ 100,000.00
0.03	CONTRACT BONDS	LS	1	\$ 60000.00	\$ 60000.00
0.04	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	\$ 12500.00	\$ 12500.00
0.05	TEMPORARY WATER NOTICE FOR CUSTOMERS	EA	30	\$ 500.00	\$ 15000.00
0.06	TRAFFIC CONTROL	LS	1	\$ 195000.00	\$ 195000.00
0.07	INDEPENDENT MATERIALS TESTING	LS	1	\$ 55000.00	\$ 55000.00
0.08	BACTERIA TESTING	EA	160	\$ 400.00	\$ 64000.00
0.09	TEMPORARY COMMERCIAL WATER SERVICE	EA	3	\$ 8500.00	\$ 25500.00
0.10	TEMPORARY RESIDENTIAL WATER SERVICE	EA	27	\$ 1750.00	\$ 47250.00
0.11	CONTRACTOR SURVEY	LS	1	\$ 42500.00	\$ 42500.00
BID SCHEDULE 1 - REMOVALS					
1.01	REMOVAL OF ASPHALT	SY	29,825	\$ 6.00	\$ 178950.00
1.02	REMOVAL OF CONCRETE	SY	1,816	\$ 11.00	\$ 19976.00
1.03	REMOVAL OF GRAVEL SURFACING	SF	218	\$ 5.00	\$ 1090.00
1.04	REMOVE VALVE BOX	EA	23	\$ 450.00	\$ 10350.00
1.05	REMOVE GATE VALVE	EA	22	\$ 1500.00	\$ 33000.00
1.06	REMOVE HYDRANT	EA	5	\$ 1750.00	\$ 8750.00
1.07	UNCLASSIFIED EXCAVATION	CY	8,273	\$ 25.00	\$ 206825.00
1.08	REMOVE AND RESET SIGN	EA	2	\$ 1000.00	\$ 2000.00
1.09	CUTTING BIT PVMT	LF	399	\$ 10.00	\$ 3990.00
1.1	CUT CAP AND ABANDON	EA	31	\$ 800.00	\$ 24800.00
1.11	REMOVAL OF STORM SEWER	LF	362	\$ 15.00	\$ 5430.00
1.12	REMOVAL OF DROP INLET	EA	2	\$ 1500.00	\$ 3000.00
1.13	REMOVE PIPE BOLLARD	EA	10	\$ 250.00	\$ 2500.00
BID SCHEDULE 2 - WATER LINE					
2.01	HYDROVAC EXCAVATION	HR	60	\$ 500.00	\$ 30000.00
2.02	3/4 IN METER PIT	EA	2	\$ 3000.00	\$ 6000.00
2.03	1 IN WATER SERVICE LINE	LF	1,200	\$ 25.00	\$ 30000.00
2.04	12 IN x 1 IN SADDLE AND CORP	EA	28	\$ 850.00	\$ 23800.00
2.05	1 IN CURB STOP VALVE	EA	28	\$ 500.00	\$ 14000.00
2.06	1 IN CURB STOP BOX AND ROD	EA	28	\$ 400.00	\$ 11200.00

2.07	CONNECT TO EXISTING SERVICE WITH PROPOSED 1 IN SERVICE	EA	28	\$ 250.00	\$ 7000.00
2.08	1.5 IN WATER SERVICE LINE	LF	10	\$ 50.00	\$ 500.00
2.09	1.5 IN X 2 IN COMPRESSION 90 DEG BEND	EA	1	\$ 750.00	\$ 750.00
2.10	CONNECT TO EXISTING 1.5 IN CURB STOP VALVE	EA	1	\$ 500.00	\$ 500.00
2.11	CONNECTION TO SANITARY SEWER FOR FLUSHING DEVICE	EA	1	\$ 1000.00	\$ 1000.00
2.12	6 FT BURY AUTO FLUSHING DEVICE	EA	1	\$ 12500.00	\$ 12500.00
2.13	WASHED ROCK	CY	1,373	\$ 60.00	\$ 82380.00
2.14	2 IN WATER SERVICE LINE BORE	LF	220	\$ 115.00	\$ 25300.00
2.15	8 IN X 2 IN SADDLE AND CORP	EA	1	\$ 1100.00	\$ 1100.00
2.16	2 IN COMPRESSION TEE	EA	1	\$ 800.00	\$ 800.00
2.17	2 IN CURB STOP BOX AND ROD	EA	1	\$ 400.00	\$ 400.00
2.18	2" CURB STOP VALVE	EA	1	\$ 1100.00	\$ 1100.00
2.19	6 IN C900 DR-18 PVC WATERLINE	LF	420	\$ 75.00	\$ 31500.00
2.20	8 IN C900 DR-18 PVC WATERLINE	LF	321	\$ 85.00	\$ 27285.00
2.21	CONNECT TO EXISTING 8" PVC WATERLINE	EA	1	\$ 2000.00	\$ 2000.00
2.22	12 IN C900 DR18 PVC WATERLINE	LF	3,980	\$ 155.00	\$ 616900.00
2.23	12 IN C900 DR18 RJ PVC WATERLINE	LF	1,323	\$ 180.00	\$ 238140.00
2.24	TRENCHLESS 12-IN MIN ID	LF	320	\$ 365.00	\$ 116800.00
2.25	CONNECT TRENCHLESS 12-IN MIN ID TO 12" PVC	EA	4	\$ 1500.00	\$ 6000.00
2.26	CONNECT TO EXISTING	EA	3	\$ 1500.00	\$ 4500.00
2.27	1' VALVE BOX EXTENSION	EA	3	\$ 750.00	\$ 2250.00
2.28	2.5' VALVE BOX EXTENSION	EA	2	\$ 750.00	\$ 1500.00
2.29	8 IN PLUG	EA	1	\$ 750.00	\$ 750.00
2.30	12 IN X 8 IN TEE	EA	7	\$ 3350.00	\$ 23450.00
2.31	12 IN X 6 IN TEE	EA	6	\$ 3350.00	\$ 20100.00
2.32	8 IN X 6 IN TEE	EA	3	\$ 2300.00	\$ 6900.00
2.33	12 IN X 8 IN REDUCER	EA	1	\$ 2000.00	\$ 2000.00
2.34	8 IN X 6 IN REDUCER	EA	5	\$ 1250.00	\$ 6250.00
2.35	12 IN ELBOW 45 DEGREE	EA	2	\$ 2500.00	\$ 5000.00
2.36	12 IN ELBOW 22.5 DEGREE	EA	3	\$ 2500.00	\$ 7500.00
2.37	12 IN ELBOW 11.25 DEGREE	EA	12	\$ 2500.00	\$ 30000.00
2.38	8 IN ELBOW 11.25 DEGREE	EA	1	\$ 1300.00	\$ 1300.00
2.39	8 IN ELBOW 45 DEGREE	EA	2	\$ 1400.00	\$ 2800.00
2.40	6 IN ELBOW 45 DEGREE	EA	4	\$ 1200.00	\$ 4800.00
2.41	12 IN GATE VALVE	EA	26	\$ 8250.00	\$ 214500.00
2.42	8 IN GATE VALVE	EA	7	\$ 5250.00	\$ 36750.00
2.43	8 IN INSERTION VALVE	EA	1	\$ 20000.00	\$ 20000.00
2.44	6 IN GATE VALVE	EA	11	\$ 4250.00	\$ 46750.00
2.45	6 IN INSERTION VALVE	EA	3	\$ 19000.00	\$ 57000.00
2.46	8 IN SLEEVE	EA	2	\$ 1500.00	\$ 3000.00
2.47	6 IN SLEEVE	EA	2	\$ 1300.00	\$ 2600.00
2.48	6 IN HYDRANT	EA	9	\$ 7750.00	\$ 69750.00
2.49	INSTALL FIRE HYDRANT EXTENSIONS	EA	9	\$ 2500.00	\$ 22500.00
2.50	SACRIFICIAL THRUST BLOCKS	EA	7	\$ 3500.00	\$ 24500.00
2.51	TRENCH PLUG	EA	2	\$ 6500.00	\$ 13000.00
2.52	FIELD TEST 8" VALVE	EA	1	\$ 1500.00	\$ 1500.00

2.53	FIELD TEST 12" VALVE	EA	7	\$ 1,000.00	\$ 7,000.00
2.54	TEMP 6" CAP	EA	7	\$ 500.00	\$ 3,500.00
2.55	8" CAP	EA	7	\$ 850.00	\$ 5,950.00
2.56	TEMP THRUST RESTRAINT	EA	18	\$ 500.00	\$ 9,000.00
2.57	SS CROSSING PIPE ENCASEMENT	EA	9	\$ 2,500.00	\$ 22,500.00
2.58	INSTALL/REMOVE TEMP 4" MINIMUM BLOWOFF ASSEMBLY	EA	9	\$ 2,500.00	\$ 22,500.00
2.59	24 IN ID MH ADJUSTMENT RING	EA	4	\$ 1,500.00	\$ 6,000.00
2.60	ACTUATED VALVE VAULT MODIFICATIONS	LS	1	\$ 5,500.00	\$ 5,500.00
2.61	INSTALL PIPE BOLLARD	EA	36	\$ 500.00	\$ 18,000.00
2.62	AIR/VACUUM RELEASE VALVE	EA	1	\$ 17,500.00	\$ 17,500.00
BID SCHEDULE 3 - SURFACING IMPROVEMENTS					
202.03500	RESET MAILBOX	EA	5	\$ 800.00	\$ 4,000.00
207.03100	TOPSOIL STORING	CY	167	\$ 25.00	\$ 4,175.00
207.03200	TOPSOIL PLACING	CY	240	\$ 25.00	\$ 6,000.00
216.03105	SEEDING	SY	2,188	\$ 8.00	\$ 17,504.00
216.03970	LANDSCAPING WORK	LS	1	\$ 15,000.00	\$ 15,000.00
217.01043	GEOTEXTILE, SUBGRADE REINFORCEMENT	SY	32,132	\$ 8.00	\$ 257,056.00
301.01080	CRUSHED BASE (GRADING W)	TON	13,617	\$ 50.00	\$ 680,850.00
301.01081	TEMPORARY GRAVEL ACCESS ROAD	TON	1,950	\$ 30.00	\$ 58,500.00
406.03005	4" PLANT MIX (COMMERCIAL)	SY	28,562	\$ 49.00	\$ 1,399,538.00
406.03010	4" PLANT MIX APPROACHES (COMMERCIAL)	SY	583	\$ 58.00	\$ 33,814.00
412.01060	SIDEWALK (PLANT MIX)	SY	255	\$ 49.00	\$ 12,495.00
603.50018	CMP 18 in	FT	100	\$ 85.00	\$ 8,500.00
603.52018	CMP FE SECT 18 in	EA	4	\$ 1,500.00	\$ 6,000.00
608.10200	SIDEWALK (CONC)	SY	878	\$ 95.00	\$ 83,410.00
609.10200	CURB AND GUTTER TYPE A	LF	1,862	\$ 80.00	\$ 148,960.00
609.10400	CURB AND GUTTER TYPE C	LF	28	\$ 80.00	\$ 2,240.00
609.10700	DOUBLE GUTTER	SY	433	\$ 135.00	\$ 58,455.00
620.07010	ADJUSTMENTS, VALVE BOXES	EA	18	\$ 850.00	\$ 15,300.00
625.12000	MANHOLE ADJUSTMENT	EA	6	\$ 1,250.00	\$ 7,500.00
625.20100	INLET TYPE A	EA	1	\$ 8,500.00	\$ 8,500.00
799.71815	EPOXY PAVEMENT LINE 8 IN	LF	446	\$ 12.00	\$ 5,352.00

TOTAL BASE BID PRICE \$ 6,610,915.00

TOTAL BASE BID PRICE IN WORDS Six million, six hundred ten thousand, nine hundred fifteen dollars and zero cents

ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
BUENA VISTA WATER AND ROADWAY SURFACE IMPROVEMENTS - BID ALTERNATE A					
BID SCHEDULE 0 - GENERAL CONDITIONS					
0.01	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
0.03	CONSTRUCTION STORMWATER MANAGEMENT	LS	1	\$ 1,500.00	\$ 1,500.00
0.05	INDEPENDENT MATERIALS TESTING	LS	1	\$ 3,000.00	\$ 3,000.00
BID SCHEDULE 1 - REMOVALS					
1.01	REMOVAL OF ASPHALT	SY	2,096	\$ 6.00	\$ 12,576.00
1.02	REMOVAL OF CONCRETE	SY	35	\$ 11.00	\$ 385.00
1.07	UNCLASSIFIED EXCAVATION	CY	467	\$ 25.00	\$ 11,675.00
1.09	CUTTING BIT PVMT	LF	77	\$ 10.00	\$ 770.00
BID SCHEDULE 3 - SURFACING IMPROVEMENTS					
207.03100	TOPSOIL STORING	CY	19	\$ 25.00	\$ 475.00
207.03200	TOPSOIL PLACING	CY	19	\$ 25.00	\$ 475.00
216.03105	SEEDING	SY	241	\$ 8.00	\$ 1,928.00
301.0108	CRUSHED BASE (GRADING W)	TON	946	\$ 50.00	\$ 47,300.00
406.03005	4" PLANT MIX (COMMERCIAL)	SY	2,103	\$ 52.00	\$ 109,356.00
609.10200	CURB AND GUTTER TYPE A	LF	433	\$ 80.00	\$ 34,640.00
609.10700	DOUBLE GUTTER	SY	160	\$ 135.00	\$ 21,600.00
609.10701	ADJUSTMENTS, VALVE BOXES	EA	1	\$ 850.00	\$ 850.00
609.10702	MANHOLE ADJUSTMENT	EA	1	\$ 1,250.00	\$ 1,250.00

TOTAL BID ALTERNATE A PRICE \$ 267,780.00

TOTAL BID ALTERNATE A PRICE IN WORDS Two hundred and sixty-seven thousand, seven hundred and eighty ^{thousand} ~~thousand~~ dollars and zero cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Copy of Certificate of Residency, if bidding as a resident;
 - C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

- D. Certification Regarding Lobbying (EPA Form 6600-06)
- E. List of Proposed Subcontractors;
- F. List of Proposed Suppliers;
- G. List of Project References;*
- H. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; Contractor's License No.;

* These items need to be provided only as requested in Article 3 and 12 of the Instructions to Bidders.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Wilson Bros. Construction Inc.

By:

[Signature]



[Printed name]

Nick Wilson

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Caden Welling

Title:

Project Manager

Submittal Date:

2/10/26

Address for giving notices:

980 Road 7, Cowley, WY 82420

Telephone Number:

307-548-6559

Fax Number:

Contact Name and e-mail address:

Nick Wilson
office@wilson-bros.com

LIST OF SUBCONTRACTORS AND SUPPLIERS

Upon request, the BIDDER shall List below the name and business address of each subcontractor who will perform Work under this Bid, and shall also list the portion of the Work which will be done by such subcontractor.

____. Subcontractor Name and Address:

See Attached

Work to be Performed:

Percent of total Contract: _____

____. Subcontractor Name and Address:

Work to be Performed:

Percent of total Contract: _____

____. Subcontractor Name and Address:

Work to be Performed:

Percent of total Contract: _____

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for this project.

____. Supplier Name and Address:

Materials to be Supplied:

____. Supplier Name and Address:

Materials to be Supplied:

____. Supplier Name and Address:

Materials to be Supplied:

BIDDERS LIST - BUENA VISTA WATER AND ROADWAY SURFACE IMPROVEMENTS

OWNER: CITY OF LANDER
 BID DATE: Tuesday, February 10, 2026

1	BIDDING ENTITY: CONTACT NAME: MAILING ADDRESS: TELEPHONE: E-MAIL: WORK BID: STATUS:	WILSON BROS. CONSTRUCTION, INC. NICK WILSON, PE PO BOX 636, COWLEY, WY 82420 307-548-6559 office@wilson-bros.com BID PROJECT AS PRIME NON-DBE	
2	BIDDING ENTITY: CONTACT NAME: MAILING ADDRESS: TELEPHONE: E-MAIL: WORK BID: STATUS: VALUE OF CONTRACT	PATRICK CONSTRUCTION JEFF PATRICK P.O BOX 926, LANDER, WY 82520 307-332-6939 BORE NON-DBE	130,000.00
3	BIDDING ENTITY: CONTACT NAME: MAILING ADDRESS: TELEPHONE: E-MAIL: WORK BID: STATUS: VALUE OF CONTRACT	S&L INDUSTRIAL NICK SPONSEL P.O BOX 236, COWLEY, WY 82420 307-548-2242 NICK@WYSLI.COM TRAFFIC CONTROL	195,000.00
4	BIDDING ENTITY: CONTACT NAME: MAILING ADDRESS: TELEPHONE: E-MAIL: WORK BID: STATUS: VALUE OF CONTRACT	MCMAC COLE WAMBEKE 1286 S FLAT ROAD, WORLAND, WY 82401 307-250-2994 ESTIMATOR.MCMAC@OUTLOOK.COM CONCRETE NON-DBE	215,000.00
5	BIDDING ENTITY: CONTACT NAME: MAILING ADDRESS: TELEPHONE: E-MAIL: WORK BID: STATUS: VALUE OF CONTRACT	71 CONSTRUCTION DUSTIN WELCH 820 LOUGH DRIVE, RIVERTON, WY 82501 307-856-7171 DWELCH@71CONSTRUCTION.COM PAVING NON-DBE	1,315,000.00
6	BIDDING ENTITY: CONTACT NAME: MAILING ADDRESS: TELEPHONE: E-MAIL: WORK BID: STATUS:	DSG WATERWORKS DUSTIN DENNISON 7128 COMMERCIAL AVE, BILLINGS, MT 59101 406-294-4455 DUSTIN.DENNISON@DSGSUPPLY.COM PIPE SUPPLY NON-DBE	
7	BIDDING ENTITY: CONTACT NAME: MAILING ADDRESS: TELEPHONE: E-MAIL: WORK BID:	CROELL STEVEN WALLER 8471 STORY ROAD, BILLINGS, MT 59101 307-281-1851 STEVEN.WALLER@CROELL.COM AGGREGATE SUPPLY	

Wilson Bros Construction / Wilson Bros of Montana
Project Completed in Past 3 Years

BIDDER QUALIFICATION
2025

<u>PROJECT NAME</u>	<u>CONTRACT AMOUNT</u>	<u>TYPE OF WORK</u>	<u>DATE COMPLETED</u>	<u>NAME AND CONTACT INFORMATION OF OWNER/OWNERS CONTACT</u>
BYRON MAIN STREET SEWER	\$1,515,378.40	SEWER REHABILITATION	8/1/2022	TOWN OF BYRON - FRANK PAGE - 307-752-7116
GREYBULL-LOVELL	\$1,190,775.00	GRADING, DRAINING, MISCELLANEOUS	10/31/2022	WYDOT - MIKE MILLER - 307-568-3439
DISTRICT 5 PIPE LINING	\$516,969.00	PIPE LINING	6/15/2022	WYDOT - ERIK SMITH - 307-332-4151
BASIN SEWER	\$1,173,623.00	SEWER REHABILITATION	5/25/2022	TOWN OF BASIN - JESSE FRISBEE - 307-347-8276
BILLINGS WATER LINE	\$3,191,697.00	WATER SYSTEM IMPROVEMENTS	6/15/2022	CITY OF BILLINGS -
BURLINGTON-BASIN PIPELINE	\$6,578,345.00	BURLINGTON WATER CONNECTION CONST	9/30/2023	DOWL - JEFF ROSELUND - 307-655-7707
RED LODGE STROM DRAIN PHASE 1	\$3,236,282.00	STORM SEWER	12/15/2023	GREAT WEST ENGINEERING - BRANDON DUFFEY
MDT HARDIN PIPE LINER	\$1,145,800.00	CULVERT/DRAINAGE	11/30/2023	RIVERSIDE CONTRACTING - KURT KAUFMANN
SHERIDAN BOBCAT ESTATES SUBDIVISION	\$2,256,635.00	UNDERGROUND UTILITIES	7/1/2023	BOBCAT ESTATES, LLC - CHAD LYNN
DISTRICT 5 PIPELINER	\$833,000.00	LINER PIPE	10/31/2023	WYDOT - MIKE MILLER - 307-568-3439
YNP-CODY	\$1,960,987.50	SOFT SPOT REPAIR	12/7/2023	WYDOT/MOUNTAIN CONSTRUCTION - KIM WILSON - 307-548-7186
KIRBY DITCH PIPELINE	\$1,496,590.00	DITCH CONVERSION	4/3/2024	KIRBY DITCH IRRIGATION DISTRICT - JAMES EVANS - 307-527-0915
GP ROAD	\$908,210.00	PIPE LINER	5/16/2024	WYDOT/MCGARVIN MOBERLY - MIKE MILLER - 307-568-3439
CODY - GREYBULL	\$362,931.00	CULVERT CLEANING, PIPE INSTALLATION	9/30/2024	WYDOT/MOUNTAIN CONSTRUCTION - KIM WILSON - 307-548-7186
LOVELL IRRIGATION	\$332,179.00	PIPE INSTALLATION	3/15/2024	LOVELL IRRIGATION - BRAD MOODY- 307-548-6307
WILLWOOD ROAD IMPROVEMENTS PHASE I	\$3,089,195.00	EARTH WORK	11/30/2024	MOUNTAIN CONSTRUCTION - KIM WILSON - 307-548-7186

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Wilson Bros. Construction Inc.
Organization Name

Nick Wilson Ops. Manager
Name and Title of Authorized Representative

[Signature] 02/10/26
Signature Date

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Wilson Bros. Construction, Inc.
P.O. Box 636
Cowley, WY 82420

SURETY (Name, and Address of Principal Place of Business):

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220

OWNER (Name and Address):

City of Lander
240 Lincoln Street
Lander, WY 82520
BID

Bid Due Date: February 10, 2026

Description (Project Name— Include Location):

Buena Vista Water and Roadway Surface Improvements – Buena Vista Road, Lander, Wyoming

BOND

Bond Number: Bid Bond

Date: February 4, 2026

Penal sum	<u>Five Percent of Amount Bid</u>	\$	<u>5%</u>
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER**SURETY**

Wilson Bros. Construction, Inc. (Seal)

Nationwide Mutual Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Christen Wilkins

Print Name

Title

Attorney-in-Fact

Title

Attest:

Signature

Title

Attest:

Signature

Title

Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Christen Wilkins

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: Bid Bond
Principal: Wilson Bros. Construction, Inc.
Obligee: City of Lander

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028


Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 4th day of February, 2026.



Assistant Secretary



DWSRF-259-4

SRF PROJECT #

CERTIFICATION REGARDING LOBBYING**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

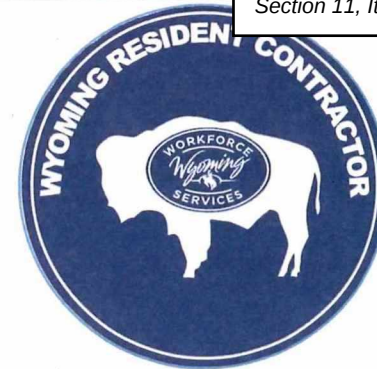
Nick Wilson Ops. Manager
Typed Name & Title of Authorized Representative

[Signature] 02/10/26
Signature and Date of Authorized Representative



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0665

THIS CERTIFIES THAT:

WILSON BROS. CONSTRUCTION, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 21st DAY OF JANUARY TWO THOUSAND AND 26

Lee Williams

Lee Williams, Business Consultant Manager

EXPIRATION DATE: 1/20/2027

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
dws.wyo.gov/dws-division/labor-standards



CERTIFICATE SERIAL NUMBER: 2101202656

NOTICE OF AWARD

Date of Issuance: 3/10/2026

Owner:	City of Lander	Owner's Contract No.:	N/A
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10402538
Project:	Buena Vista Water and Roadway Surface Improvements	Contract Name:	Buena Vista Water and Roadway Surface Improvements
Bidder:	Wilson Bros Construction Inc		
Bidder's Address:	980 Road 7, Cowley, WY 82420		

TO BIDDER:

You are notified that Owner has accepted your Bid dated 2/10/26 for the above Contract including the Base Bid and Bid Alternate A, and that you are the Successful Bidder and are awarded a Contract for: Buena Vista Water and Roadway Surface Improvements.

The Contract Price of the awarded Contract is: \$6,878,695.00, subject to unit prices.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 30 days of the date of this Notice of Award:

- 1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
- 2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6. Contract securities must be for 100% of the contract price (W.S. 15-1-113(d)&(f) and W.S. 16-6-112).
- 3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Lander

Authorized Signature

By: _____

Title: _____

Copy: Engineer

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)
Buena Vista Water and Roadway Surface Improvements

Prepared by



Issued and Published Jointly by



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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Lander ("Owner") and
Wilson Bros. Construction Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
 The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Buena Vista Water and Roadway Surface Improvements

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by HDR Engineering Inc.
- 3.02 The Owner has retained HDR Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. Base Bid and Bid Alternate A – 2027 Completion: The Work will be substantially complete on or before October 15th, 2027, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within Fourteen (14) calendar days after the date when the project is considered to be substantially completed.

- B. Substantial completion will require that all work with the exception of final cleanup, fencing and seeding be completed, and all installed transmission mains are tested and back in service.

4.03 *Contract Times: Milestones*

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1) Substantial Completion: Contractor shall pay Owner \$ 1,900.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
- 2) Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 950.00 for each day that expires after such time until the Work is completed and ready for final payment.
- 3) Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.05 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 6.01.A. and 6.01.B. below:
- B. As provided in Paragraph 13.03.B. of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03.B. of the General Conditions.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer, during performance of the Work as provided in Paragraph 6.02.A.1. and 6.02.A.2. below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Retainage on contract will be per W.S. 16-6-702.

- 1) CONTRACTOR shall submit invoices to ENGINEER for approval on a monthly basis (by 25th of the month). The pay request shall be accompanied by supporting billing documentation.

Note: Any and all invoicing shall include an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. The Owner shall pay Contractor's fee within a reasonable time after receiving the invoice.

Contractor shall be responsible for all expenses incurred while performing services under this Agreement including but not limited to: license fees, memberships and dues; auto and other travel expenses; meals and entertainment; insurance premiums; all salary, expenses and other compensation paid to employees or contract personnel Contractor hires to complete the work under this Agreement

- 2) If the ENGINEER approves the invoice it will be submitted to the OWNER and the Funding Agency/Agencies with the recommendation

for payment. Within 10 days of receipt of payment from the Funding Agency/Agencies, the Owner will pay the Contractor an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- i) 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - ii) 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Owner shall withhold 5% of the project payment as retainage pursuant to W.S. §16-6-702. The Contractor may designate an interest-bearing retainage account to be withheld on progress payments as pursuant to W.S. §16-6-702, -704, -705.
- C. Upon issuance of a Substantial Completion certificate, the 41 Day Advertisement Period will begin in accordance with W.S. 16-6-116 indicating that the OWNER has accepted the substantially complete work and that the CONTRACTOR is entitled to any payment retained as outlined in section 6.02.A. above, together with any other amount due under the contract, less any amount withheld for the portion of the public work that is incomplete or not completed in accordance with the contract and associated documents upon the 41st day after the first day the 41 Day Advertisement was published.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.
- B. Final payment cannot be made until after the 41st day of advertising for acceptance of final completion and final payment in accordance with W.S. 16-6-116, 16-6-117, and 15-1-113.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due, as provided in Article 15 of the General Conditions, shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
- 1) This Agreement (pages **1** to **12**, inclusive).
 - 2) Performance bond.
 - 3) Payment bond.
 - 4) Reimbursement Agreement Provisions.
 - 5) Insurance Certificates, Worker's Compensation Certification, Unemployment Insurance Certification.
 - 6) SRF special conditions.
 - 7) General Conditions (pages **1** to **65**, inclusive).
 - 8) Supplementary Conditions (pages **1** to **36**, inclusive).
 - 9) Specifications as listed in the table of contents of the Project Manual.
 - 10) The Construction Drawings attached under a separate cover with a sheet index listed on the cover sheet with the following title: *Buena Vista Water and Roadway Surface Improvements*.
 - 11) Addenda (numbers **1** to **2** , inclusive).
 - 12) Exhibits to this Agreement (enumerated as follows):
 - i) Contractor's Bid (pages **1** to **15** , inclusive).
 - 13) The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - i) Notice to Proceed.
 - ii) Contractor's Application for Payment.
 - iii) Work Change Directives.
 - iv) Change Orders.
 - v) Field Orders.
 - vi) Certificate of Final Completion
 - vii) Release and Waiver of Liens
 - viii) Affidavit on Behalf of Contractor
 - ix) Warranty Statement

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

- 2) “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- 3) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 11 – STATE REVOLVING FUND (SRF) SPECIAL CONSIDERATIONS

11.01 Contractor shall be subject to the SRF Special Conditions guidelines as specified herein. These include

- A. Prohibition Against Listed Violating Facilities
- B. William-Steiger Occupational Safety and Health Act of 1970
- C. Human Trafficking
- D. Limitations on Lobbying Activities
- E. Nondiscrimination
- F. Anti-Kickbacks
- G. Discovery of Archaeological and Other Historical Items
- H. Access
- I. Site Erosion and Sediment Control Measures
- J. WYPDES Construction Related Discharge Permits
- K. Equipment Staging
- L. Aquatic Invasive Species

- M. Air Quality Protection Measures
- N. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects
- O. Required Wyoming Statute Language
- P. Davis Bacon Prevailing Wage Requirements
- Q. Prohibition on Certain telecommunication and Video Surveillance Services or Equipment
- R. Use of American Iron and Steel (AIS) Requirements

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on: _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Lander

Wilson Bros. Construction Inc.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

240 Lincoln Street

980 Road 7

Lander, WY 82520

Cowley, WY 82420

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner:	City of Lander	Owner's Contract No.:	
Contractor:	Wilson Bros. Construction Inc.	Contractor's Project No.:	
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10402538
Project:	Buena Vista Water and Roadway Surface Improvements	Contract Name:	Buena Vista Water and Roadway Surface Improvements
		Effective Date of Contract:	3/11/26

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on March 11th, 2026.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. Substantial and Final Completion project dates are in accordance with Article 4 of the Agreement.

Before starting any Work at the Site, Contractor must comply with the following:

Delivery of Bonds and Evidence of Insurance, delivery of Copies of Documents, submit a preliminary Progress Schedule, submit preliminary Schedule of Submittals, submit preliminary Schedule of Values, request and attend a Preconstruction Conference.

Owner: City of Lander

Authorized Signature:

By:

Title:

Date Issued:

Copy: Engineer

NOTICE TO PROCEED

Owner: City of Lander Owner's Project No.: _____

Engineer: Ardurra Engineer's Project No.: 240213

Contractor: 71 Construction Contractor's Project No.: _____

Project: Popo Agie River Park Entrance Development Project

Contract Name: _____

Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **October 30, 2026** and the date by which readiness for final payment must be achieved is **November 30, 2026**.

Owner: _____

By (signature): _____

Name (printed): _____

Title: _____

Date Issued: _____

Copy: Engineer

NEW OR RENEWAL
LIQUOR LICENSE OR
PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Transf. from:		
1 st Reviewer:		/ /
2 nd Reviewer:		/ /

CLERK SECTION: Completed by City / Town / County Clerk		Local License # <u>#2 Retail</u>	
Filing In Jurisdiction:		Date filed with clerk: <u>2 / 12 / 2026</u>	
☐ CITY or TOWN OF: <u>Lander</u>		Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing)	
☐ COUNTY OF: <u>Fremont</u>		<u>2 / 21 / 2026</u> & <u>2 / 28 / 2026</u>	
Fees		Public Hearing Date: <u>3 / 10 / 2026</u>	
Annual License Fee: \$ _____		Publishing Fee: \$ <u>85.00</u>	
Prorated License Fee: \$ _____		Publishing Fee Direct Billed to Applicant: ☒	
Transfer Fee: \$ <u>100.00</u>			
License Term: <u>3 / 11 / 2026</u> Through <u>2 / 20 / 2027</u>			
Month Day Year		Month Day Year	
LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!			
PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.			
SECTION 1: APPLICANT & LOCATION INFORMATION			
Applicant (Business Name): <u>E's Liquid Courage LLC</u>			
Doing Business As (DBA) / Trade Name: <u>Liquid Courage Bar & Grill</u>			
Building to be licensed / Building Address: <u>592 Main St. Ste I & Adjacent Covered Patio</u>			
(Address Number, and Suite or Unit Number, and Street or Road Name)			
<u>Lander</u> <u>WY</u> <u>82520</u> <u>Fremont</u>			
City State Zip County			
Local Mailing Address: <u>832 Lincoln St</u>			
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)			
<u>Lander</u> <u>WY</u> <u>82520</u> <u>Fremont</u>			
City State Zip County			
Business Telephone Number: <u>307.335.5054</u> Fax Number: _____			
Business E-Mail Address: <u>espe245@gmail.com</u>			
Business Primary Contact: <u>Esperanza</u> <u>Rivera-Chavarria</u>			
First Name Last Name			
SECTION 2: FILING AS (CHOOSE ONLY ONE)			
☐ INDIVIDUAL ☐ GENERAL PARTNERSHIP ☐ LP ☐ LLP ☐ LLLP ☒ LLC ☐ LC ☐ CORPORATION (INC)			
☐ NON-PROFIT CORPORATION (NCORP) ☐ POLITICAL SUBDIVISION ☐ ORGANIZATION ☐ OTHER _____			
SECTION 3: FILING FOR (CHOOSE ONLY ONE)			
☐ NEW LICENSE OR PERMIT ☐ RENEWAL OF LICENSE OR PERMIT			
☐ TRANSFER OF LOCATION ☒ TRANSFER OF OWNERSHIP* ☐ TRANSFER OF OWNERSHIP* and LOCATION			
*For a Transfer of Ownership: Attach a Form of Assignment Formerly Held by: <u>Liquid Courage LLC DBA Liquid Courage Bar & Grill</u> <u>Beau Wendling</u>			
SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)			
(a) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales			
☒ RETAIL LIQUOR LICENSE ☐ COUNTY MALT BEVERAGE PERMIT ☐ MICROBREWERY PERMIT			
☐ WINERY PERMIT ☐ WINERY SATELLITE PERMIT ☐ MANUFACTURER SATELLITE PERMIT			
(i) Primary Business Type (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vi))			
☐ ON-PREMISE: BAR ☐ OFF-PREMISE: PACKAGE STORE ☒ ON & OFF PREMISE: BAR & PACKAGE STORE			
(b) Licenses and Permits Authorized for ONLY On-Premise Sales			
☐ RESTAURANT LIQUOR LICENSE ☐ BAR AND GRILL LIQUOR LICENSE ☐ SPECIAL MALT BEVERAGE PERMIT			
☐ RESORT LIQUOR LICENSE ☐ RESORT HOTEL LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE-SKI RESORT			
LIMITED RETAIL LIQUOR LICENSE (CLUB) ☐ GOLF CLUB ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ SOCIAL CLUB			
SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)			
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) ☐ GOLF CLUB (W.S. 12-5-201(f)) ☐ GUEST RANCH (W.S. 12-5-201(f))			
☐ Other: _____			
SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections)			
☐ SEASONAL MONTHS OF OPERATION: from _____ to _____ ☒ All Year (Jan-Dec)			
☐ NON-OPERATIONAL / PARKED DAYS OF WEEK OF OPERATION: from _____ to _____ ☒ Every Day (Mon-Sun)			
HOURS OF OPERATION: from <u>noon</u> to <u>2:00AM</u> ☐ 24 Hours a Day			

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(III)

Does the Applicant own or lease the licensed building?

- (a)

The Applicant OWNS the licensed building.

☐ YES (own)
- (b)

The Applicant LEASES the licensed building.

☒ YES (lease)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

- (i)

The lease term expiration date is: 10 / 1 / 27; or, ☐ Does not expire / Automatically Renews.

Note: The lease term MUST continue at least through the term of the liquor license or permit.

- (ii)

The lease term information is located on page(s) 1 paragraph(s) 2 of Amendment
- (iii)

Sales provision for alcoholic or malt beverages: located, on page(s) 1 paragraph(s) 2

Note: The lease MUST contain a provision specifically allowing the SALE OF ALCOHOLIC or MALT BEVERAGES.

- (c)

RENEWAL ONLY: The lease is current and on file with the Licensing Authority.

☐ YES ☐ NO
- (i)

If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a)

To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building?

☐ YES ☒ NO
- (b)

If the answer was YES to 2(a) above, attach a written explanation and copies of any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a)

Hold any interest in the license/permit applied for?

☐ YES ☒ NO
- (b)

Furnish by way of loan or any other money or financial assistance for purposes hereof in the business?

☐ YES ☒ NO
- (c)

Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO
- (d)

If the answer was YES to any of the above questions, attach a written explanation and copies of any documents in connection there within.

QUESTIONS 4-16 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE

4. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a)

Will food and beverage services be contracted or subcontracted?

☐ YES ☐ NO
- (i)

If YES, is a copy of the food and beverage contract or lease attached?

☐ YES ☐ NO
- (ii)

RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.

☐ YES ☐ NO
- (iii)

If NO to (a) (ii), attach a copy of the current contract or subcontract.

5. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached?

☐ YES ☐ NO

6. RESTAURANT LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a)

Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales:

\$

() %

(Line 2) Food Sales:

\$

() %

(Line 1 + Line 2 must = Line 3)

(Line 3) Gross Sales:

\$

() %

7. BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a)

Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales:

\$

() %

(Line 2) Food Sales:

\$

() %

(Line 3) Entertainment Sales:

\$

() %

(Line 1 + Line 2 + Line 3 must = Line 4)

(Line 4) Gross Sales:

\$

() %

8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405			
Does the resort complex:			
(a)	Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)	☐	YES ☐ NO
(b)	Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)	☐	YES ☐ NO
(c)	Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)	☐	YES ☐ NO
(d)	If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00) on the facility? W.S. 12-4-401(b)(iv)	☐	YES ☐ NO
(e)	Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)	☐	YES ☐ NO
(i)	If YES to (e), attach a copy of the contract or subcontract.		
(ii)	RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.	☐	YES ☐ NO
(iii)	If NO to (e) (ii), attach a copy of the current contract or subcontract.		
9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405			
Does the resort hotel:			
(a)	Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars (\$5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i)	☐	YES ☐ NO
(b)	Include a full-service restaurant? W.S. 12-4-416(b)(ii)	☐	YES ☐ NO
(c)	Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii)	☐	YES ☐ NO
(d)	Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv)	☐	YES ☐ NO
(e)	Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v)	☐	YES ☐ NO
(f)	Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)	☐	YES ☐ NO
(i)	If YES to (f), attach a copy of the contract or subcontract.		
(ii)	RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.	☐	YES ☐ NO
(iii)	If NO to (f) (ii), attach a copy of the current contract or subcontract.		
10. MICROBREWERY PERMIT:			
WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)			
(a)	Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler?	☐	YES ☐ NO
If YES to (a); contact the Wyoming Liquor Division for further information.			
RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(xix)			
(b)	Malt Beverage Production	Minimum barrel production required for the current license term: 50.00	
(i)	Barrels produced to date for the current license term: _____		
(ii)	Variance: _____		
(c)	Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1, 550,000 gallons) by the end of the current license term as required by law?	☐	YES ☐ NO
(i)	If NO to (c), attach a written explanation.		
11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)			
(a)	Has the fraternal organization been actively operating in at least thirty-six (36) states?	☐	YES ☐ NO
(b)	Has the fraternal organization been actively in existence for at least twenty (20) years?	☐	YES ☐ NO
12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)			
(a)	Does the Veteran's organization hold a charter by the Congress of the United States?	☐	YES ☐ NO
(b)	Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?	☐	YES ☐ NO
13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)			
(a)	Does the golf club have more than fifty (50) bona fide members?	☐	YES ☐ NO
(b)	Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse?	☐	YES ☐ NO
(c)	Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course?	☐	YES ☐ NO
(i)	Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e)	☐	YES ☐ NO
(ii)	If YES, is a copy of the food and beverage contract or lease attached?	☐	YES ☐ NO
(iii)	RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority.	☐	YES ☐ NO
(iv)	If NO to (c) (iii), attach a copy of the current contract or subcontract.		

14.

LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

(a)

Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

☐

YES

☐

NO

(b)

Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐

YES

☐

NO

(c)

Is the club qualified as a tax-exempt organization under the Internal Revenue Service?

☐

YES

☐

NO

(d)

Has the club been in continuous operation for a period of not less than one (1) year?

☐

YES

☐

NO

(e)

Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?

☐

YES

☐

NO

(f)

Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐

YES

☐

NO

(g)

Is a true copy of the club bylaws attached to this application?

☐

YES

☐

NO

(h)

Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached)

☐

YES

☐

NO

(i)

If YES to (h), attach a copy of the Petition(s).

15.

For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

16.

For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLLP) or Limited Partnership (LP): W.S. 12-4-102(a)(iv) & (v)

(a)

Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws?

☒

YES

☐

NO

☐

NOT
APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member listed below must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Esperanza Rivera-Chavarria	11-5-1979	832 Lincoln St Lander, WY 82520	307.438. 107 3	1MO	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- ☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☒ If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- ☒ A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- ☐ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- ☐ If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

- ☐ A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-102(b)

Requires signatures by:

ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or ONE (1) Officer or Director, or Member of an Organization or Association.

Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Fremont) SS.

Signed and sworn to before me on this 12 day of February, 2026 that the facts alleged in the foregoing instrument are true by the following:
1) Esperanza Rivera Chavarria (Signature) Esperanza Rivera Chavarria (Printed Name) Owner Title
2) _____ (Signature) _____ (Printed Name) _____ Title
3) _____ (Signature) _____ (Printed Name) _____ Title
4) _____ (Signature) _____ (Printed Name) _____ Title
5) _____ (Signature) _____ (Printed Name) _____ Title

Witness my hand and official seal:

Amy Nichols
Signature of Notary Public



My commission expires: 12/13/2027

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY

Customer #:	
Transf. from:	
1 st Reviewer:	/ /
2 nd Reviewer:	/ /

CLERK SECTION: Completed by City / Town / County Clerk		Local License #	
Filing In Jurisdiction:			
☐ CITY or TOWN OF:	LANDER		
☐ COUNTY OF:	Fremont		
Fees	Annual License Fee:	\$	
	Prorated License Fee:	\$	
	Transfer Fee:	\$	100.00
License Term:	3 / 11 / 2026	Through	2 / 20 / 2027
	Day	Month	Year
	Date filed with clerk:	2 / 9 / 2026	
	Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing)	2 / 21 / 2026 to 2 / 28 / 2026	
	Public Hearing Date:	3 / 10 / 2026	
	Publishing Fee:	\$	85.00
	Publishing Fee Direct Billed to Applicant:	☒	

PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

SECTION 1: APPLICANT & LOCATION INFORMATION	
Applicant (Business Name): Sweetwater Investment Properties, LLC	
Doing Business As (DBA) / Trade Name: WIND RIVER OUTDOOR CO.	
Building to be licensed / Building Address: 8114 Hwy 789	
(Address Number, and Suite or Unit Number, and Street or Road Name)	
City	LANDER WY 82520 Fremont
State	WY
Zip	82520
County	Fremont
Local Mailing Address: PO Box 81	
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)	
City	LANDER WY 82520 Fremont
State	WY
Zip	82520
County	Fremont
Business Telephone Number:	307 332 7864
Business E-Mail Address:	Ron.Hansen.wy@gmail.com
Business-Primary Contact:	Ron
First Name	Ron
Last Name	Hansen
Fax Number:	

SECTION 2: FILING AS (CHOOSE ONLY ONE)	
☐ INDIVIDUAL	☐ GENERAL PARTNERSHIP
☐ LP	☐ LLP
☒ LLC	☐ LC
☐ CORPORATION (INC)	☐ CORPORATION (INC)
☐ NON-PROFIT CORPORATION (NCORP)	☐ POLITICAL SUBDIVISION
☐ ORGANIZATION	☐ OTHER
SECTION 3: FILING FOR (CHOOSE ONLY ONE)	
☐ NEW LICENSE OR PERMIT	☐ RENEWAL OF LICENSE OR PERMIT
☐ TRANSFER OF LOCATION	☒ TRANSFER OF OWNERSHIP*
*For a Transfer of Ownership: Attach a Form of Assignment	
Formerly Held by: Hansen, Ron	
SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)	
☒ RETAIL LIQUOR LICENSE	☐ COUNTY MALT BEVERAGE PERMIT
☐ WINERY PERMIT	☐ WINERY SATELLITE PERMIT
☐ MICROBREWERY PERMIT	☐ MANUFACTURER SATELLITE PERMIT

(a) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales	
☒ RETAIL LIQUOR LICENSE	☐ COUNTY MALT BEVERAGE PERMIT
☐ WINERY PERMIT	☐ WINERY SATELLITE PERMIT
(i) Primary Business Type (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vi))	
☐ ON-PREMISE: BAR	☒ OFF-PREMISE: PACKAGE STORE
☐ ON & OFF PREMISE: BAR & PACKAGE STORE	
(b) Licenses and Permits Authorized for ONLY On-Premise Sales	
☐ RESTAURANT LIQUOR LICENSE	☐ BAR AND GRILL LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE	☐ RESORT HOTEL LIQUOR LICENSE
☐ LIMITED RETAIL LIQUOR LICENSE (CLUB)	☐ GOLF CLUB
☐ VETERANS CLUB	☐ FRATERNAL CLUB
☐ SOCIAL CLUB	
SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)	
☐ COMMERCIAL AIRPORT	☐ GOLF CLUB
☐ Other:	☐ GUEST RANCH
SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(e)(xxi) / 12-2-301(G) / 12-4-103(e)(vi)) and to assist the Liquor Division with Scheduling Inspections	
☐ SEASONAL	MONTHS OF OPERATION: from Jan to Jan
☐ NON-OPERATIONAL / PARKED	DAYS OF WEEK OF OPERATION: from Mon to Sun

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1 BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☒ YES (own) ☐ YES (lease)
- (b) The Applicant **LEASES** the licensed building. ☐ YES (own) ☐ YES (lease)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

- (i) The lease term expiration date is: ____/____/____ or, ☐ Does not expire / Automatically Renews.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit.

- (ii) The lease term information is located on page(s) _____ paragraph(s) _____
- (iii) Sales provision for alcoholic or malt beverages: located, on page(s) _____ paragraph(s) _____

Note: The lease **MUST** contain a provision specifically allowing the **SALE OF ALCOHOLIC or MALT BEVERAGES**.

- RENEWAL ONLY:** The lease is current and on file with the Licensing Authority. ☐ YES ☐ NO

- (i) If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)

2 LIQUOR BUSINESS CONTROL: W.S. 12-4-401(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and asset total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

- (b) If the answer was YES to 2(a) above, attach a written explanation and copies of any documents in connection there within.

3 INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If the answer was YES to any of the above questions, attach a written explanation and copies of any documents in connection there within.

QUESTIONS 4-18 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE

4 RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
- (i) If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO
- (ii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iii) If NO to (a) (ii), attach a copy of the current contract or subcontract

5 BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached?

- ☐ YES ☐ NO

6 RESTAURANT LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from:
- | | | |
|------------------------|----------|-------------|
| (Line 1) Liquor Sales: | \$ _____ | (_____) % |
| (Line 2) Food Sales: | \$ _____ | (_____) % |
| (Line 3) Gross Sales: | \$ _____ | (_____) % |
- (Line 1 + Line 2 must = Line 3)

7 BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(n), (o), (p)

- (a) Gross sales figures and percentages of income derived from:
- | | | |
|-------------------------------|----------|-------------|
| (Line 1) Liquor Sales: | \$ _____ | (_____) % |
| (Line 2) Food Sales: | \$ _____ | (_____) % |
| (Line 3) Entertainment Sales: | \$ _____ | (_____) % |

8 RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405**Does the resort complex:**

- (a) Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00) on the facility? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
- (f) If YES to (e), attach a copy of the contract or subcontract.
- (ii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iii) If NO to (e) (ii), attach a copy of the current contract or subcontract.

9 RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405**Does the resort hotel:**

- (a) Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars (\$5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i) ☐ YES ☐ NO
- (b) Include a full-service restaurant? W.S. 12-4-416(b)(ii) ☐ YES ☐ NO
- (c) Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii) ☐ YES ☐ NO
- (d) Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv) ☐ YES ☐ NO
- (e) Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v) ☐ YES ☐ NO
- (f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
- (i) If YES to (f), attach a copy of the contract or subcontract.
- (ii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iii) If NO to (f) (ii), attach a copy of the current contract or subcontract.

10 MICROBREWERY PERMIT:**WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)**

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If YES to (a), contact the Wyoming Liquor Division for further information.

RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(xix)

- (b) Malt Beverage Production
- Minimum barrel production required for the current license term: 50.00
- (i) Barrels produced to date for the current license term: _____
- (ii) Variance: _____
- (c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) by the end of the current license term as required by law? ☐ YES ☐ NO
- (i) If NO to (c), attach a written explanation.

11 LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

12 LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

YES NO

13 LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(a)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
- (f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
- (ii) If YES, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO
- (iii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO
- (iv) If NO to (c) (iii), attach a copy of the current contract or subcontract. ☐ YES ☐ NO

14 LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO
- (i) If YES to (h), attach a copy of the Petition(s). ☐

15 For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) listed below must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
<i>Ron Hansen</i>	<i>2/6/71</i>	<i>5 North Fork 307 Valley DRIVE 330 LAUDER WY 82520</i>		YES ☒ NO ☐	YES ☐ NO ☒	
				YES ☐ NO ☐	YES ☐ NO ☐	
				YES ☐ NO ☐	YES ☐ NO ☐	
				YES ☐ NO ☐	YES ☐ NO ☐	

16 For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLLP) or Limited Partnership (LP): W.S. 12-4-102(a)(v) & (v)

- (a) Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws? YES ☒ NO ☐ NOT APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Ron Hansen	2/6/77	5 North Fork Valley DR 3330 LAUDER WY 82520		28	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:**FILING FOR: NEW, OR ANY TYPE OF TRANSFER**

☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).

☒ If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).

☐ A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)

☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)

☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

☐ If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)

☐ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.

☐ If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

☐ A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)

☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)

☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-102(b)

Requires signatures by:

ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or ONE (1) Officer or Director, or Member of an Organization or Association.

Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING

COUNTY OF FREMONT

, SS.

Signed and sworn to before me on this 4th day of Feb, 2026 that the facts alleged in the foregoing instrument are true by the following:

1) Ron Hansen (Signature) Ron Hansen (Printed Name) Owner Title

2) _____ (Signature) _____ (Printed Name) _____ Title

3) _____ (Signature) _____ (Printed Name) _____ Title

4) _____ (Signature) _____ (Printed Name) _____ Title

5)  (Signature)

Bethany Shaw
(Printed Name)

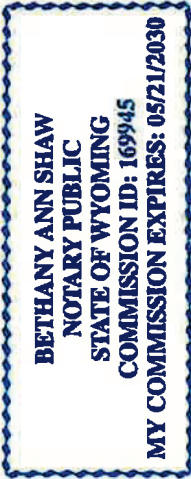
Notary Public
Title

Witness my hand and official seal:


Signature of Notary Public

(SEAL)

My commission expires: 05-21-2030



RED- struck at first reading
GREEN - added on first reading
BLUE ITALICS- existing State Statute or current ordinance in a new location
ORANGE - amendments passed at second reading

ORDINANCE ~~1220~~2025-13

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

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

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

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

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

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

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

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

SECTION 1:

TITLE 2

SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES

<u>Section</u>	
2-1-1	Maximum Term of Licenses General- Adoption of State Alcohol Beverage Laws
2-1-2	Licenses Subject to Review Definitions
2-1-3	Hearing Licensing and Application Requirements
2-1-4	Fee Upon Transfer of License Term, Renewal and Expiration of Licenses
2-1-5	Fees
2-2-1	General Mandatory Standards for the Sale and Possession of Alcoholic Beverages
2-2-2	Definitions Plan of Operation Required
2-2-3	License Required
2-2-4	Expiration
2-2-5	Fees
2-2-6	Grounds for Suspension, Revocation or Non-Renewal
2.3.1	Point values, Fines for alcoholic beverage violations-Hearings, Suspensions and revocation petition considerations. Procedure
2-2-7 2.3.2	License Holder Accountable for Agent
2-2-8 2.3.3	Providing Minor with Alcoholic Beverages Prohibited
2-2-9 2-3-4	Minors Prohibited from Having or Using Alcoholic

Beverages

2-2-10

2-3-5

Falsifying Identification Prohibited

2-2-11

2-3-6

Consumption on Private Premises Prohibited

2-2-12

2-3-7

Public Exhibition and Consumption

2-2-13

2-3-8

Public Drunkenness-Intoxication

2-2-16

2-4-1

Restaurant Liquor Licenses

2-2-17

Continuing Violation

2-4-1

2-4-2

Resort Retail Liquor Licenses

2-5-1

2-4-3

Bar and Grill Liquor Licenses

2-4-4

Resort Hotel Liquor Licenses

2-2-18

2-5-1

Temporary Malt Beverage Permits; Issuance

2-2-19

Same; Limits

2-2-20

Same; Fees

2-2-21

Same; Restrictions

2-3-1

2-5-2

Microbrewery Permits

2-2-15

2-6-1

Hours of Sale

2-1-1.

Maximum Term of Licenses.

No license or permit for the carrying on or conducting of any business or employment shall be in force for any period longer than one year from the time of its issue.

2.1.1 General – Adoption of State Alcohol Beverage Laws

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

If any provision of this Ordinance conflicts with current or future amendments to applicable Wyoming statutes, the provisions of state law shall control, and this Ordinance shall be deemed amended to the extent necessary to conform to state law. Seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed. (amendment added at second reading)

2-1-2. Licenses Subject to Review.

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

2.1.2 Definitions

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

- A. "Adult Entertainment" means any form of dancing, exhibition or display involving male or female nudity or partial nudity for any period of time intended to gratify the sexual desires of any entertainer or patron, or any sexually oriented business. (Current code 2-5-1 C. 2)

B. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume. As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one-quarter percent (6.25%) of alcohol by volume; (W.S. 12-1-101ai)

C. "'Building' means a roofed and walled structure built or set in place for permanent use;(W.S. 12-1-101 a ii)

D. "Club" means any of the following organizations:(A) A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by

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

~~E. Points: Points assigned to a licensee for specific violations. used to evaluate the~~

~~F. Dispensing Room means a room with four walls and a door within the licensed premises separate from the serving and dining areas.~~

G. Entertainment means any activity designated to provide diversion or amusement, regardless of the age required for the activity. "Entertainment" shall not include adult entertainment or gambling. (W.S. 12-1-101 a xxvii)

H. Gambling is defined as risking any property for gain contingent in whole or in part upon lot, the operation of a gambling device or the happening or outcome of an event, including a sporting event, over which the person taking the risk has no control. (Current code 2-51 C. 3)

I. Licensee means a person holding any one (1) or more of the following: (A) Retail liquor license; (B) Limited retail liquor license; (C) Resort liquor license; (D) County retail malt beverage permit; (E) Twenty-four (24) hour malt beverage permit; (F) Restaurant liquor license; (G) Catering permit; (H) Bar and grill liquor license; (J) Malt beverage wholesale license; (K) Microbrewery permit; (L) Resort hotel liquor license, or any other liquor license allowed under Wyoming State law.

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

(W.S. 12-1-101 a x)

K. Microbrewery means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year. (W.S. 12-1-101 a xix)

~~L. Minor as used in Title 2 shall mean any person who has not become twenty- one (21) years of age; provided, however, all persons who are gainfully employed by the holder of a valid alcoholic beverage license as of the date this ordinance is passed, adopted and approved and as a bona fide incident of said employment and during the course and scope of said employment may:~~

1. Possess alcoholic beverages and/or;
2. Enter and/or remain in a room in which alcoholic beverages are dispensed or sold, shall not be considered minors, as herein defined. (Current code 2-2-2 C)

- M. Public place as used in this Title shall include private business premises open to the public and include private vehicles operating or parked in public places. (Current code 2-2-2 B)
- N. Person includes an individual person, partnership, corporation, limited liability company or any other association or entity, public or private; (W.S. 12-1-101 a xii)
- N. Obviously intoxicated shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person. (amendment added at second reading)
- O. Operational means offering for sale on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under W.S. § 12-1-101 et seq. (W.S. 12-1-101 a xxi)
- P. Resident means a domiciled resident and citizen of Wyoming for a period of not less than one (1) year who has not claimed residency elsewhere for any purpose within a one (1) year period immediately preceding the date of application for any license under Title 12 of the Wyoming State Statutes. (W.S. 12-1-101 a xiii)
- Q. Restaurant means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. (W.S. 12-1-101 a xiv)
- R. Revocation: Termination of the liquor license.
- S. Sell or sale includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale. (W.S. 12-1-101 a xvi)
- U. Unauthorized Gambling means any gambling or wagering activity conducted on licensed premises in which a liquor licensee, or any owner, officer, manager, employee, or agent of the licensee directly or indirectly receives or retains any portion of wages, buy-ins, entry fees, or gambling proceeds including, but not limited to, a rake, house cut, commission, fee per play, percentage of the pot or prize pool, or other thing of value contingent upon the outcome or volume of play, unless the activity is expressly authorized by state law and conducted in strict compliance with all conditions of that authorization (amendment passed at second reading)
- T. Suspension: Temporary revocation of the right to sell or serve alcoholic beverages.
- U. Violation: Any breach of federal, state, or local laws or ordinances relating to the sale, service, or consumption of alcoholic beverages.
- V. Winery means a commercial enterprise at a single location producing wine. (W.S. 12-1-101 a xx)

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

2.1.3 License and Application Requirements

- A. No person shall sell alcoholic or malt beverages without a liquor license or permit issued by the City of Lander. Application shall be made under oath on the approved form to the governing body as provided by state law, and any licenses or permits granted shall be in accordance with and be subject to state law. The City Clerk shall keep a record of licenses and permits issued, including the name of the holder, the location for which the license or permit is granted, the dates of issuance and expiration, and the fee paid.
- B. Pursuant to W.S. § 12-4-102, original and renewal liquor license applications shall contain:
- (a) *The location of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of the application. If the building is not in existence, the location and an architect's drawing or suitable plans of the licensed building and premises to be licensed.*
 - (b) *The age and residence of the applicant, and of each applicant or partner if the application is made by more than one (1) individual or by a partnership;*
 - (c) *A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law, and of any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic liquor or malt beverages within ten (10) years prior to the filing of the application;*
 - (d) *For an original or transfer application a statement indicating the financial condition and financial stability of the new applicant;*
 - (e) *If the applicant is a corporation:*
 - (i) *The name, age and residence of each officer, director, and stockholder holding, either jointly or severally, ten (10%) percent or more of the outstanding and issued capital stock of the corporation; and*
 - (ii) *Whether any officer, director or stockholder with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.*
 - (f) *If the applicant is a limited liability company:*
 - (i) *The name, age and residence of each officer, manager, and member holding, either jointly or severally, ten (10%) percent or more of the outstanding ownership of the limited liability company; and*
 - (ii) *Whether any officer, manager or member with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.*
 - (g) *If the applicant seeks a new or renewal of a restaurant liquor License, the applicant shall:*
 - (i) *Submit a valid food service permit; (W.S. 12-4-407)*
 - (ii) *An applicant for a restaurant liquor license shall satisfy the appropriate licensing authority that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages. (W.S. 12-4-408)*
 - (iii) *When renewing a restaurant liquor license, the appropriate licensing authority shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months operation of a licensed restaurant be derived from food services.(W.S. 12-4-408)*
 - (iv) *Upon application for license renewal, a license holder shall submit an annual report to the licensing authority on the sales of the licensed*

restaurant from the licensee's accountant or accounting program. The report shall contain the annual gross sales figures of the restaurant and shall separate the gross sales figures into two (2) categories: Food service sales; and Alcoholic and malt beverage sales. (W.S. 12-4-408)

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

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

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

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

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

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

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

D. Corporate and limited liability company licensees and permittees shall advise the licensing authority within thirty (30) business days in writing of any change in the information in the application. (W.S. 12-4-102 (c))

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

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

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

~~**2-1-4. Fee Upon Transfer of License**—Upon approval by the Lander City Council of a transfer of license to either a different location or different licensee, fees shall be paid prior to the transfer becoming effective as stated in the City of Lander Fee Schedule. (Section 2-1-4 Amended by Ordinance 1193, effective 11/15/15)~~

-2.1.4 Term, Renewal and Expiration of License

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

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

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

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

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

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

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

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

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

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

(i) Any other reason pursuant to state statute.

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

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

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

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

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

~~(1) _____ Possess alcoholic beverages and/or;~~

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

2.1.5 Fees

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

2.2.1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages

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

A. Standards.

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

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

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

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

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

~~(f) Clearly post occupancy limits and limit access so as not to exceed the occupancy limit as established by the International Fire Code as adopted by the city.~~

B. Public responsibility.

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

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

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

D. Bottle clubs.

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

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

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

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

2.2.2 Plan Of Operation Required

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

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

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

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

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

A. Purpose: ~~The purpose of this section is to establish a system of fines and point points for licensed liquor license holders and establishments in order to deter violations of state and local liquor laws, encourage voluntary compliance, and provide a framework for escalating enforcement actions when needed.~~ The purpose of this section is to enhance community safety through the oversight of liquor licenses. The City shall achieve this by establishing a proactive system to reduce violations of state and local liquor laws, encourage voluntary compliance, and provide a framework for escalating enforcement actions when warranted. To accomplish this purpose, a system of fines and points will be

established to quantify violations of state and city regulations and set thresholds that will determine whether the City shall consider seeking District Court review, and possible suspension or revocation, of liquor licenses. These violations shall be accrued only from the actions of license holders, agents, and employed staff and only through judicial conviction, if applicable, or by evidenced documentation by the Lander Police Department and City Clerk.

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

Type of Violation	Fine	Points
Controlled Substance Violation as defined below	\$1000	100/50
Failure to pay Sales Tax within 45 business days of Sales Tax Hold Notice	\$1000	25 14
Sale to minor	\$500	10
Sale to intoxicated person Sale to any patron who is obviously intoxicated or is obviously physically endangering people, or property in the licensed premises	\$500	10
Failure to notify law enforcement concerning removal of persons from the premises, denial of service to minors, or due to level of intoxication	\$500	10
Unauthorized Alcohol Service (including but not limited to: failure to obtain appropriate permit, selling while suspended, or selling alcohol not purchased from wholesaler)	\$500 1,000	15-30
Failure of bar and grill and restaurant liquor license holder to provide food service while dispensing alcoholic beverages in accordance with state statute	\$375	7
After-hours Sale/Service	\$250	5
Unauthorized gambling	\$250	5
Failure to maintain adequate records as mandated by state liquor division pertinent to gross revenue receipts required of bar and grill or restaurant liquor license	\$150 1,000	3 30
Failure to provide approved alcohol server training to servers each server	\$150	3

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

Type of Violation	Fine	Points
Sale to Minor	\$500	10

Sale to Intoxicated Person

\$500

10

After Hours Sale/Service

\$250

5

Controlled Substance Violation as defined below

\$1000

100/50

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

\$500

10

Unauthorized Gambling

\$250

5

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

\$500

10

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

\$150

3

Record Keeping

\$150

3

Failure to provide approved alcohol training to servers

\$1000

25

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

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

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

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

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

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

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

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

10-14 points	Present a correction plan within 7 business days of notification
15-19 points	Violation Hearing Potential 7-day suspension recommendation of liquor license
20-24 points	Violation Hearing Potential 20-day suspension recommendation of liquor license
25+ points	Violation Hearing before the local licensing authority for recommendation of revocation through District Court

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

- (a) **Purpose:** To ensure due process to liquor license holders, the City shall establish the following procedures for enforcement and appeals of the system described in 2.3.1. The license holders have the opportunity to dispute the documentation of individual violations through a hearing, as detailed in subsection below. Additionally, in cases where license holders have exhibited a documented pattern of violations of local and state regulations, and after the accrual of pre-determined point amounts, a suspension or revocation hearing will take place. These processes precede, and the findings inform, a vote by the Governing Body to potentially initiate District Court action to rule on the suspension or revocation of licenses.
- (b) **Written warnings, fines and points.** The following process shall apply for the issuance of fines, points and written warnings:
- (i) **Notice of Violation:** The City Clerk or designee issues a written citation specifying the violation, the fine amount, and the points to be assessed.
 - (ii) **Opportunity to Cure/Pay:** The licensee may accept the citation and pay the fine within a set period within 15 business days, at which point the matter is closed.
 - (iii) **Right to Contest:** If the licensee disputes the violation or fine, they may request a hearing before ~~the governing body or hearing examiner~~ an administrative law judge within the same 15 business day period.
 - (iv) **Hearing Procedure:** At the hearing, the licensee can appear in person or through counsel, present evidence, and cross-examine witnesses. The administrative law judge would make findings of fact and issue a written decision.
 - (v) **Appeal:** Any suspension or revocation decision would continue to be subject to review in district court under § 12-4-104. For fines, an appeal could also be allowed under the Wyoming Administrative Procedure Act, or the ordinance can specify that Council decisions are final unless overturned by a court.
- (c) **Violation Hearing for Suspension or Revocation Consideration.** Should the governing body become aware that a licensee has obtained 21 or more points as outlined above, it shall provide the licensee with notice and an opportunity for a hearing. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:
- (i) That the governing body has been informed that one or more of the events described in subsection 2.3.1 of this section, has occurred and that as a result point points may be attributed to the licensee and that a suspension and/or revocation of the license is possible;
 - (ii) Summarizing the nature and date(s) of the alleged event(s) and the number of point points which would be attributed to the licensee if the governing body finds that such event(s) occurred;
 - (iii) That a hearing on the subject has been scheduled before an administrative law judge ~~the governing body~~, and further informing the licensee of the time and place of the hearing; and
 - (iv) That the purpose of the hearing is to hear evidence, including that presented by the licensee, on the issue.
 - (v) The sanctions provided in this section for point points are cumulative, and therefore points may result in multiple sanctions.

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

- (i) That it appears to the governing body that the licensee has acquired points such that a suspension and/or revocation of the licensee's license is appropriate;
- (ii) Summarizing the nature and date(s) of the incidents resulting in points and the number of point points alleged to have been acquired by the licensee as a result of such incidents;
- (iii) That a hearing on the subject has been scheduled before an ~~administrative law judge the governing body~~, and further informing the licensee of the time and place of the hearing; and
- (iv) That the purpose of the hearing is to allow the licensee to offer corrections to the information demonstrating such points have not been acquired.

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

- (i) All notices and intermediate rulings;
- (ii) Evidence received or considered by the governing body, including information officially noticed and received from the municipal court;
- (iii) Questions and offers of proof, objections, and rulings thereon;
- (iv) Any proposed findings and exceptions thereto; and
- (v) Any opinion, findings, decision, or order of the governing body and any report by any hearing officer.

~~(f) Hearing Examiners~~Administrative Law Judge. ~~Nothing shall preclude the governing body from appointing one or more hearing examiners to~~ The governing body shall appoint an administrative law judge to conduct any hearing called for by this section for the purpose of assembling a record for subsequent consideration by the governing body. ~~If a hearing examiner is appointed,~~ The governing body shall direct the ~~examiner~~administrative law judge to forward the record of the hearing to the governing body either with or without proposed findings of fact and conclusions of law, and with or without the opinion/recommendation of the ~~examiner~~ administrative law judge.

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

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

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

2-2-3. License Required. ~~No person shall sell alcoholic or malt beverages without a license or permit issued by the City of Lander. Application shall be made to the City Council as provided by state law, and any licenses or permits granted shall accord with and be subject to state law. The City Clerk shall keep a record of licenses and permits issued, including the name of the holder, the location for which the license or permit is granted, the dates of issuance and expiration, and the fee paid.~~

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

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

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

~~(a) — Violations by the holder of any provisions of this Title or of Title 12 of the Wyoming Statutes. A court conviction shall be presumptive evidence of such violation.~~

~~(b) — That the premises, while licensed in the name of the holder, are the scene of repeated or continuing violations of any ordinance or law, and that the initial violation occurred while the premises were licensed in the name of the holder and the holder had knowledge of the first violation or delays correcting a continuing violation.~~

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

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

Except as provided in this section, no licensee or agent, employee or server thereof shall knowingly permit any person under the age of twenty-one (21) years to enter or remain in the licensed building where alcoholic or malt beverages are dispensed in an establishment that

provides adult entertainment and/or is primarily for on premise consumption where the primary source of revenue from the operation is from the sale of alcoholic or malt beverages unless:

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

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

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

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

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

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

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

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

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

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

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

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

2.4.1 Restaurant Liquor Licensees

(W.S. 12-4-410)

- A. Restaurant liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee, except as provided for in subsection f below.
- B. Alcoholic and malt beverages shall be dispensed and prepared for consumption in an *area dispensing room as defined herein in 2-2-1(F) located upon the licensed*

premises separated from the dining area in which alcoholic and malt beverages may be served. No consumption of alcoholic and malt beverages shall be permitted within the dispensing area ~~room~~, nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing area.

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

2.4.2 Resort Retail Liquor Licenses

(W.S. 12-4-401)

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

2.4.3 Bar And Grill License

(W.S. 12-4-413)

- A. *Restaurants as defined herein may be licensed under a bar and grill liquor license. In addition to any other application requirements herein, the license applicant shall submit a valid food service permit upon application and renewal.*
- B. *The governing body will consider the type, level and appropriateness of food services and entertainment sales in each application when determining whether to issue or renew a bar and grill license. Renewal shall be conditioned upon a requirement that not less than sixty (60%) percent of gross sales from the preceding 12 months operations are derived from food services, entertainment or a combination of food services and entertainment and shall be supported by an annual report from the licensee's accountant or accounting program.*
- C. *A bar and grill liquor license shall not be sold, transferred or assigned by the holder.*
- D. *Bar and grill liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed under this subsection. The following shall apply to sales of alcoholic and malt beverages:*
 - (a) *All sales of alcoholic and malt beverages authorized by a bar and grill liquor license shall cease at the time food sales and services cease or at the*

hours specified by W.S.12-5-101(a) if food sales and services extend beyond the hours specified therein;

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

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

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

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

2.5.1 Temporary Malt Beverage And Catering Permits

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

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

2-2-16. Restaurant Liquor Licensees.

- ~~(a) Restaurant liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee.~~
- ~~(b) Alcoholic and malt beverages shall be dispensed and prepared for consumption in one room upon the licensed premises separated from the dining area in which alcoholic and malt beverages may be served. No consumption of alcoholic and malt beverages shall be permitted within the dispensing room, nor shall any person other than employees be permitted to enter the dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979 for purposes of alcoholic or malt beverage sales and consumption, the restaurant may dispense alcoholic or malt beverages in the separate dispensing room under a restaurant liquor license, and any person over 19 year of age is permitted to enter the separate dispensing room.~~
- ~~(c) No restaurant liquor licensee shall serve alcoholic or malt beverages after food sales and services have ceased.~~
- ~~(d) All Restaurant Liquor Licensee's shall comply with any and all applicable state, federal, and municipal liquor laws.~~

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

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

~~WY Statute 12-4-502~~

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

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

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

- ~~(a) Definitions - as used herein the following terms shall have the following meanings:~~
 - ~~(i) "Malt Beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from~~

any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.

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

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

(b) Application and Issuance of Microbrewery Permit & Winery Permits

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

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

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

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

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

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

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

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

~~2-4-1. Resort Retail Liquor Licenses~~—The appropriate licensing authority in a county, City or town may issue resort retail liquor licenses to applicants who are

~~owners or lessees of a resort complex meeting the qualifications of subsection (a) of this section~~

~~(a) To qualify for a resort retail liquor license, the appropriate licensing authority shall require the resort complex to:~~

~~(i) Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars (\$1,000,000.00), excluding the value of the land;~~

~~(ii) Include a restaurant and a convention facility, which convention facility shall seat no less than one hundred (100) persons, and~~

~~(iii) Include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms. (Section 2-4-1 was created by Ordinance 1100, effective June 21, 2005)~~

~~**2-5-1. Bar and Grill License –**~~

~~a) The City, upon application and after public hearing, may authorize the issuance of a Bar and Grill Liquor License to a restaurant pursuant to Section 12-4-413(a) of Wyoming Statutes as such section may be amended from time to time.~~

~~b) Any person desiring a Bar and Grill Liquor License shall file with the town clerk an application with the required supporting documentation and payment of the applicable fee. (Section 2-5-1 amended by Ordinance 1193 effective 11/15/15.)~~

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

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

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

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

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

PASSED ON FIRST READING OCTOBER 28, 2025

PASSED ON SECOND READING

PASSED ON THIRD READING

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 _____ day of _____, following passage, adoption and approval of Ordinance 2025-13, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the

Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

PROPOSED AMENDMENTS TO:
 SECTION 2.3.2
 HEARINGS – ENFORCEMENT – SUSPENSION – REVOCATION – APPEALS

(a) Purpose and Authority. The purpose of this section is to establish uniform procedures governing the enforcement of liquor license regulations, the assessment of fines and points, and the consideration of suspension or revocation of liquor licenses, in a manner consistent with W.S. § 12-4-104 and applicable provisions of the Wyoming Administrative Procedure Act, W.S. § 16-3-101 et seq.

Nothing herein shall be construed to authorize the City to suspend or revoke a liquor license except through petition to and order of the district court as required by W.S. § 12-4-104.

(b) Definitions. For purposes of this section:

(1) Independent Hearing Officer means an attorney licensed to practice law in the State of Wyoming, or other qualified individual appointed by the Governing Body, who is not an employee of the City and who has not participated in the investigation or prosecution of the matter under consideration. The Independent Hearing Officer shall conduct hearings under this section and issue written findings of fact, conclusions of law, and recommendations to the Governing Body.

(c) Initiation of Violation Proceedings.

(1) Proceedings for assessment of fines and points shall be initiated by issuance of a written Notice of Violation by the City Clerk, Chief of Police, or their designee.

(2) The Notice of Violation shall include:

- (A) A citation to the ordinance or statute allegedly violated;
- (B) A concise statement of the factual basis for the alleged violation;
- (C) The fine amount, if applicable;
- (D) The number of points proposed to be assessed;
- (E) Notice of the licensee's right to request a hearing; and
- (F) A statement that failure to request a hearing within fifteen (15) business days shall constitute admission of the violation.

(3) Service of the Notice shall be made personally or by certified mail to the address listed on the licensee's most recent liquor license application.

(d) Resolution Without Hearing.

- (1) A licensee may resolve a Notice of Violation by admitting the violation and remitting payment of any fine within fifteen (15) business days of service.
- (2) If no written request for hearing is received within fifteen (15) business days, the violation, fine, and points shall be deemed admitted and final.

(e) Request for Hearing.

- (1) A licensee contesting a Notice of Violation must submit a written request for hearing within fifteen (15) business days of service.
- (2) Failure to timely request a hearing constitutes waiver of the right to contest the violation, fine, or assessment of points.

(f) Scheduling and Notice of Hearing.

- (1) Upon receipt of a timely request for hearing, the City shall appoint an Independent Hearing Officer.
- (2) The hearing shall be scheduled within fourteen (14) days of the request. Continuances shall be granted only upon written motion demonstrating good cause and shall be documented in the record.
- (3) Written notice of hearing shall be provided at least ten (10) business days prior to the hearing and shall state:
 - (A) The time and place of hearing;
 - (B) The legal authority and jurisdiction under which the hearing is to be held;
 - (C) The issues to be determined; and
 - (D) The potential consequences.

(g) Hearing Procedure.

- (1) Hearings conducted under this section shall be contested case proceedings consistent with principles of due process.
- (2) The licensee shall have the right to:
 - (A) Appear personally and/or through counsel;
 - (B) Present testimony and documentary evidence;
 - (C) Cross-examine witnesses;
 - (D) Make argument; and
 - (E) Submit proposed findings of fact and conclusions of law.
- (3) The City shall bear the burden of proving the alleged violation by a preponderance of the evidence.
- (4) The Independent Hearing Officer may administer oaths and rule on evidentiary matters.
- (5) The formal rules of evidence shall not apply; however:
 - (A) Evidence must be of a type reasonably relied upon by prudent persons in serious affairs;
 - (B) Irrelevant, immaterial, or unduly repetitious evidence shall be excluded.

(6) The Independent Hearing Officer may issue subpoenas for witnesses or documents upon written request and for good cause shown.

(7) A complete record of the proceedings shall be maintained, including all notices, admitted evidence, objections, rulings, and written submissions.

(h) Decision of Independent Hearing Officer.

(1) Within ten (10) business days following conclusion of the hearing, the Independent Hearing Officer shall issue a written decision containing:

- (A) Findings of fact;
- (B) based exclusively upon the evidence admitted into the record;
- (C) Conclusions of law;
- (D) Determination of whether a violation occurred; and
- (E) Assessment of fines and points, if applicable.

(2) The decision shall be served upon the licensee and provided to the Governing Body.

(i) Accrual of Suspension or Revocation Threshold.

(1) Upon accumulation of twenty-one (21) or more points within the applicable period established in Section 2.3.1, the City Clerk shall notify the Governing Body.

(2) The Governing Body shall direct that a suspension or revocation threshold hearing be scheduled before an Independent Hearing Officer.

(3) Written notice shall be provided at least ten (10) business days prior to the hearing and shall include:

- (A) The total number of points accrued;
- (B) The violations forming the basis of the points;
- (C) Notice that suspension or revocation proceedings may be recommended; and
- (D) Notice that the Governing Body may authorize a petition to district court pursuant to W.S. § 12-4-104.

(j) Suspension or Revocation Threshold Hearing.

(1) The purpose of the threshold hearing is to determine:

- (A) Whether points were properly assessed; and
- (B) Whether grounds exist to recommend that the Governing Body authorize initiation of district court proceedings for suspension or revocation.
- (C) Whether the record establishes statutory grounds for suspension or revocation pursuant to W.S. § 12-4-104 and other applicable provisions of W.S. Title 12.

(2) The procedures set forth in subsection (g) shall apply.

(3) The licensee may present mitigating evidence relevant to corrective measures and compliance efforts.

(4) Accumulation of points shall not constitute automatic revocation or suspension but shall serve as prima facie evidence of repeated violations. The Governing Body shall determine, based exclusively upon the record, whether statutory grounds for suspension or revocation exist under W.S. Title 12.

(k) Recommendation and Governing Body Action.

(1) Following the threshold hearing, the Independent Hearing Officer shall issue written findings and a recommendation to the Governing Body.

(2) The Governing Body shall review the matter based upon the record established before the Independent Hearing Officer and shall not receive new evidence unless the matter is remanded for additional findings.

(2) The Governing Body shall review the record at a public meeting and may:

- (A) Adopt the recommendation;
- (B) Modify the recommendation based upon the record;
- (C) Reject the recommendation; or
- (D) Remand for additional findings.

(3) Any member of the Governing Body with a conflict of interest or bias regarding the matter shall recuse themselves.

(4) Any decision authorizing initiation of district court proceedings shall be supported by written findings of fact and conclusions of law.

(5) If authorized, the City Attorney shall file a petition in district court pursuant to W.S. § 12-4-104.

(l) Emergency Authority.

Nothing herein shall limit the authority of the Governing Body to seek immediate judicial relief or emergency suspension from the district court where necessary to protect public health, safety, or welfare.

(m) Judicial Review.

(1) Decisions assessing fines or points shall constitute final agency action subject to judicial review under W.S. § 16-3-114.

(2) Suspension or revocation shall occur only upon order of the district court as provided by W.S. § 12-4-104.

(n) Ex Parte Communications. The Independent Hearing Officer and members of the Governing Body shall not engage in ex parte communications concerning the merits of any pending matter under this section. Any improper communication shall be disclosed on the record.

ORDINANCE 2025-13

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

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

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

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

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

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

SECTION 1:

TITLE 2

**SALE, LICENSING AND USE OF ALCOHOLIC
AND MALT BEVERAGES**

Section

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

2.1.1 General – Adoption of State Alcohol Beverage Laws

For the protection of the health, safety and welfare of the citizens of Lander, it is the policy of the City of Lander to strictly regulate the traffic of alcoholic and malt beverages. Therefore, no traffic in such beverages is permitted except in accordance with this Title. Except as otherwise provided in this Title or other city ordinances, the sale, possession, furnishing or use of alcoholic

and malt liquors in the City shall be in compliance with Wyoming Statute Title 12 as from time to time may be amended. The general control and regulatory provisions of this title apply to all licenses and permits authorized under this title, unless otherwise provided.

If any provision of this Ordinance conflicts with current or future amendments to applicable Wyoming statutes, the provisions of state law shall control, and this Ordinance shall be deemed amended to the extent necessary to conform to state law. Seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

2.1.2 Definitions

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

- A. "Adult Entertainment" means any form of dancing, exhibition or display involving male or female nudity or partial nudity for any period of time intended to gratify the sexual desires of any entertainer or patron, or any sexually oriented business. (Current code 2-5-1 C. 2)
- B. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume. As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one-quarter percent (6.25%) of alcohol by volume; (W.S. 12-1-101ai)
- C. "'Building' means a roofed and walled structure built or set in place for permanent use;(W.S. 12-1-101 a ii)
- D. "Club" means any of the following organizations:(A) A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state; (B) A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subparagraph, an American fraternal organization means an organization actively operating in not less than thirty-six (36) states or having been in active continuous existence for not less than twenty (20) years, but does not mean a college fraternity; (C) A hall or building association of a local unit specified in subparagraphs (A) and (B) of this paragraph, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit; (D) A golf club having more than fifty (50) bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse; (E) A social club with more than one hundred (100) bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one (1) year. The club shall have had during this one (1) year period a bona fide membership paying dues of at least twenty-five dollars (\$25.00) per year as recorded by the secretary of the club, quarterly meetings and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division, a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to W.S.12-4-301, shall be in good standing by having paid at least one (1) full year in dues; (F) Club does not mean college fraternities or labor unions; (G) A political subdivision of this state owning, maintaining or operating a bona fide golf course together with a clubhouse. (W.S. 12-1-101 a iii)
- E. Points: Points assigned to a licensee for specific violations.

- F. Entertainment means any activity designated to provide diversion or amusement, regardless of the age required for the activity. "Entertainment" shall not include adult entertainment or gambling. (W.S. 12-1-101 a xxvii)
- G. Gambling is defined as risking any property for gain contingent in whole or in part upon lot, the operation of a gambling device or the happening or outcome of an event, including a sporting event, over which the person taking the risk has no control. (Current code 2-51 C. 3)
- H. Licensee means a person holding any one (1) or more of the following: (A) Retail liquor license; (B) Limited retail liquor license; (C) Resort liquor license; (D) County retail malt beverage permit; (E) Twenty-four (24) hour malt beverage permit; (F) Restaurant liquor license; (G) Catering permit; (H) Bar and grill liquor license; (J) Malt beverage wholesale license; (K) Microbrewery permit; (L) Resort hotel liquor license, or any other liquor license allowed under Wyoming State law.
- I. Malt Beverage means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.
- J. Microbrewery means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year. (W.S. 12-1-101 a xix)
- K.—Minor as used in Title 2 shall mean any person who has not become twenty- one (21) years of age
- L. Public place as used in this Title shall include private business premises open to the public and include private vehicles operating or parked in public places. (Current code 2-2-2 B)
- M. Person includes an individual person, partnership, corporation, limited liability company or any other association or entity, public or private; (W.S. 12-1-101 a xii)
- N. Obviously intoxicated shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.
- O. Operational means offering for sale on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under W.S. § 12-1-101 et seq. (W.S. 12-1-101 a xxi)
- P. Resident means a domiciled resident and citizen of Wyoming for a period of not less than one (1) year who has not claimed residency elsewhere for any purpose within a one (1) year period immediately preceding the date of application for any license under Title 12 of the Wyoming State Statutes. (W.S. 12-1-101 a xiii)
- Q. Restaurant means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. (W.S. 12-1-101 a xiv)
- R. Revocation: Termination of the liquor license.
- S. Sell or sale includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale. (W.S. 12-1-101 a xvi)
- T. Suspension: Temporary revocation of the right to sell or serve alcoholic beverages.
- U. Unauthorized Gambling means any gambling or wagering activity conducted on licensed premises in which a liquor licensee, or any owner, officer, manager, employee, or agent of the licensee directly or indirectly receives or retains any portion of wages, buy-ins, entry fees, or gambling proceeds including, but not limited to, a rake, house cut, commission, fee per play, percentage of the pot or prize pool, or other thing of value contingent upon the outcome or volume of play, unless the activity is expressly authorized by state law and conducted in strict compliance with all conditions of that authorization

V. Violation: Any breach of federal, state, or local laws or ordinances relating to the sale, service, or consumption of alcoholic beverages.

W. Winery means a commercial enterprise at a single location producing wine. (W.S. 12-1-101 a xx)

2.1.3 License and Application Requirements

- A. No person shall sell alcoholic or malt beverages without a liquor license or permit issued by the City of Lander. Application shall be made under oath on the approved form to the governing body as provided by state law, and any licenses or permits granted shall be in accordance with and be subject to state law. The City Clerk shall keep a record of licenses and permits issued, including the name of the holder, the location for which the license or permit is granted, the dates of issuance and expiration, and the fee paid.
- B. Pursuant to W.S. § 12-4-102, original and renewal liquor license applications shall contain:
- (a) The location of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of the application. If the building is not in existence, the location and an architect's drawing or suitable plans of the licensed building and premises to be licensed.
 - (b) The age and residence of the applicant, and of each applicant or partner if the application is made by more than one (1) individual or by a partnership;
 - (c) A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law, and of any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic liquor or malt beverages within ten (10) years prior to the filing of the application;
 - (d) For an original or transfer application a statement indicating the financial condition and financial stability of the new applicant;
 - (e) If the applicant is a corporation:
 - (i) The name, age and residence of each officer, director, and stockholder holding, either jointly or severally, ten (10%) percent or more of the outstanding and issued capital stock of the corporation; and
 - (ii) Whether any officer, director or stockholder with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.
 - (f) If the applicant is a limited liability company:
 - (i) The name, age and residence of each officer, manager, and member holding, either jointly or severally, ten (10%) percent or more of the outstanding ownership of the limited liability company; and
 - (ii) Whether any officer, manager or member with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.
 - (g) If the applicant seeks a new or renewal of a restaurant liquor License, the applicant shall:
 - (i) Submit a valid food service permit; (W.S. 12-4-407)
 - (ii) An applicant for a restaurant liquor license shall satisfy the appropriate licensing authority that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages. (W.S. 12-4-408)

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

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

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

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

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

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

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

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

D. Corporate and limited liability company licensees and permittees shall advise the licensing authority within thirty (30) business days in writing of any change in the information in the application. (W.S. 12-4-102 (c))

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

(a) Any person who does not own the building or hold a written lease for the period for which the license will be effective containing an agreement by the lessor that alcoholic or malt beverages may be sold upon the leased premises, except as provided by paragraph (iv) of this subsection. This paragraph shall not be

interpreted to prevent the use of a resort liquor license or a resort hotel liquor license by a contractor or subcontractor as permitted by W.S.12-4-403(b);

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

2.1.4 Term, Renewal and Expiration of License

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

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

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

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

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

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

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

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

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

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

(i) Any other reason pursuant to state statute.

2.1.5 Fees

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

2.2.1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages

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

- A. Standards.
 - (a) Refuse to serve any patron who is obviously intoxicated or is obviously physically endangering people or property in the licensed premises or dispensing area. For the purposes of this section, "obviously intoxicated" shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.
 - (b) Order any patron to leave and depart who is endangering people or property in the licensed premises and notify the Lander police department of any criminal incident as soon as reasonably possible.
 - (c) Refuse to sell, give, or deliver alcoholic liquor or malt beverage to any person under the age of twenty-one years.
 - (d) Report other criminal activity in the licensed building, dispensing area or on the licensed premises as established by local, state or federal law, as soon as reasonably possible.
 - (e) Comply with the training and records maintenance requirements.
- B. Public responsibility.
 - (a) No person shall consume or carry in open containers alcoholic liquor or malt beverages, inside or outside of any motor vehicles on any street or highway, or in any restaurant, hotel dining room or any other public place whatsoever within the city, except places where the sale or service of alcoholic liquor or malt beverages is authorized by the Wyoming State law or city ordinance, or as permitted by a catering, malt beverage or open container permit, issued pursuant to this Title.
 - (b) It is unlawful to remain in an establishment operated under a liquor license after a lawful request to leave is made by an agent, employee, or owner of the establishment.
- C. Chartered vehicles. Alcoholic liquor or malt beverages may be consumed by adult passengers within: (1) commercial limousines, being defined for purposes herein as a passenger car pursuant to W. S. Section 31-1-101, with a closed passenger compartment seating three or more passengers which is separated from the driver's seat with a partition which may be of glass; (2) horse-drawn vehicle; or (3) a chartered bus, trolley or similar

vehicle designed to carry ten or more persons when the vehicle is being used for transportation of passengers. The driver of any such vehicle is prohibited from consuming, possessing, or having an alcoholic beverage in or about the driving area of the vehicle. No fee may be charged for any alcoholic liquor or malt beverage consumed in such vehicles.

D. Bottle clubs.

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

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

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

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

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

2.2.2 Plan Of Operation Required

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

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

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

(c) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);

(d) Description of specific alcohol inventory management practices that are relevant to the license at issue;

(e) Description of specific crowd control and security practices that are relevant to the license at issue;

(f) Description of other information that is relevant and pertinent to the operation of the licensee's licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the city governing body at the time of renewal, transfer or issuance of the license;

(g) Description of delivery and/or curbside services if offered by the licensee;

- (h) A bar and grill shall define the type of entertainment it intends to provide.
- (i) Alcohol Server Training plan and schedule.

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

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

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

A. Purpose: The purpose of this section is to enhance community safety through the oversight of liquor licenses. The City shall achieve this by establishing a proactive system to reduce violations of state and local liquor laws, encourage voluntary compliance, and provide a framework for escalating enforcement actions when warranted. To accomplish this purpose, a system of fines and points will be established to quantify violations of state and city regulations and set thresholds that will determine whether the City shall consider seeking District Court review, and possible suspension or revocation, of liquor licenses. These violations shall be accrued only from the actions of license holders, agents, and employed staff and only through judicial conviction, if applicable, or by evidenced documentation by the Lander Police Department and City Clerk.

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

Type of Violation	Fine	Points
Failure to pay Sales Tax within 45 business days of Sales Tax Hold Notice	\$1000	14
Sale to minor	\$500	10
Sale to intoxicated person Sale to any patron who is obviously intoxicated or is obviously physically endangering people, or property in the licensed premises	\$500	10
Failure to notify law enforcement concerning removal of persons from the premises,	\$500	10
Unauthorized Alcohol Service (including but not limited to: failure to obtain appropriate permit, selling while suspended, or selling alcohol not purchased from wholesaler)	\$500 \$1000	3 30
Failure of bar and grill and restaurant liquor license holder to provide food service while dispensing alcoholic beverages in accordance with state statute	\$375	7
After-hours Sale/Service	\$250	5
Unauthorized gambling	\$250	5
Failure to maintain adequate records as mandated by state liquor division pertinent to gross revenue receipts required of	\$150 \$1000	3 30

bar and grill or restaurant liquor license		
Failure to provide approved alcohol server training to servers each server	\$150	3

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

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

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

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

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

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

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

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

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

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

(iv) **Hearing Procedure:** At the hearing, the licensee can appear in person or through counsel, present evidence, and cross-examine witnesses. The

administrative law judge would make findings of fact and issue a written decision.

(v) **Appeal:** Any suspension or revocation decision would continue to be subject to review in district court under § 12-4-104. For fines, an appeal could also be allowed under the Wyoming Administrative Procedure Act, or the ordinance can specify that Council decisions are final unless overturned by a court.

(c) Violation Hearing for Suspension or Revocation Consideration. Should the governing body become aware that a licensee has obtained 21 or more points as outlined above, it shall provide the licensee with notice and an opportunity for a hearing. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:

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

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

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

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

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

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

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

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

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

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

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

- (i) All notices and intermediate rulings;
- (ii) Evidence received or considered by the governing body, including information officially noticed and received from the municipal court;
- (iii) Questions and offers of proof, objections, and rulings thereon;
- (iv) Any proposed findings and exceptions thereto; and
- (v) Any opinion, findings, decision, or order of the governing body and any report by any hearing officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-3-7 Public Exhibition and Consumption. -

- A. No person shall consume any alcoholic or malt beverage, or exhibit any open container thereof, in any public place, with the following exceptions:
 - (a) Places of business with underlying liquor licenses which allows for on premise consumption.
 - (b) All city parks, between the hours of 8:00 a.m. and 11:00 p.m.;
 - (c) City outdoor public recreational facilities during period of scheduled public recreational activities and only between the hours of 8:00 a.m. and 11:00 p.m.;

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

(e) All other areas specifically exempted by resolution of the governing body.

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

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

2.4.1 Restaurant Liquor Licensees

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

2.4.2 Resort Retail Liquor Licenses

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

- (b) Include a restaurant and a convention facility, which convention facility shall seat no less than one hundred (100) persons, and Include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms.

2.4.3 Bar And Grill License

- A. Restaurants as defined herein may be licensed under a bar and grill liquor license. In addition to any other application requirements herein, the license applicant shall submit a valid food service permit upon application and renewal.
- B. The governing body will consider the type, level and appropriateness of food services and entertainment sales in each application when determining whether to issue or renew a bar and grill license. Renewal shall be conditioned upon a requirement that not less than sixty (60%) percent of gross sales from the preceding 12 months operations are derived from food services, entertainment or a combination of food services and entertainment and shall be supported by an annual report from the licensee's accountant or accounting program.
- C. A bar and grill liquor license shall not be sold, transferred or assigned by the holder.
- D. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed under this subsection. The following shall apply to sales of alcoholic and malt beverages:
 - (a) All sales of alcoholic and malt beverages authorized by a bar and grill liquor license shall cease at the time food sales and services cease or at the hours specified by W.S.12-5-101(a) if food sales and services extend beyond the hours specified therein;
 - (b) A bar and grill liquor licensee may permit a patron to remove one (1) partially consumed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the bar and grill premises. For purposes of this paragraph the term "full course meal" shall mean food which cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this paragraph shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this paragraph shall not be deemed an open container for purposes of W.S.31-5-235.

2.4.4 Resort Hotel Liquor License:

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

- A. Have an actual valuation of, or the applicant shall commit to expend or have actually expended on the resort hotel, not less than five million dollars (\$5,000,000.00). Any valuation under this paragraph shall include the value of the land on which the resort hotel is located;
- B. Include a full-service restaurant that shall be open during regular business hours. At the discretion of the appropriate licensing authority, variances to this time requirement may be granted on a seasonal basis. As used in this paragraph, "full-service restaurant" means a restaurant where waiters deliver food and drink offered from a printed food menu to patrons at tables or booths and that has a dining room or rooms, kitchen and the number and kind of employees necessary for the preparing, cooking and serving of meals;
- C. Include within the resort hotel not less than twenty (20) sleeping rooms for short-term occupancy; (iv) Provide dining services to guest rooms for not less than twelve (12) hours each day; and (v) Provide facilities for business

meetings that can accommodate not less than fifty (50) participants. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

2.5.1 Temporary Malt Beverage And Catering Permits

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

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

2-5-2 Microbrewery and Winery Permits -

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

- (a) "Malt Beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.
- (b) "Microbrewery" means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year.
- (c) "Winery" means a commercial enterprise at a single location producing wine.

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

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

- (a) Sell the microbrewery product, wines and other malt beverage for on premises consumption, provided the other malt beverages are obtained through licensed wholesale malt beverage distribution;
- (b) Hold a dual microbrewery permit or winery permit and a retail liquor license, restaurant license or resort license. Provided that there are available retail liquor, restaurant or resort licenses available and the same is approved by the Lander City Council and Mayor. Further provided that

no additional permit fee shall be charged over and above that charged for the original retail, restaurant or resort license.

- (c) May allow the microbrewery to sell on site its products for off premises personal consumption, not for sale, in packaging bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale.
- (d) May allow the winery to sell its products for off premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale.
- (e) Transfer ownership of the microbrewery, by the permittee shall not be allowed to transfer the microbrewery permit to another location.
- (f) Said permit shall be subject to all other requirements of the Wyoming State Statutes governing microbreweries not in effect or hereafter enacted. (Section 2-3-1 was amended by Ordinance 1100, effective June 21, 2005)-Current code 2-3-1

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

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

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

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

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

PASSED ON FIRST READING OCTOBER 28, 2025

PASSED ON SECOND READING FEBRUARY 10, 2026

PASSED ON THIRD READING

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

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

CERTIFICATE

I hereby certify that on _____ day of _____, following passage, adoption and approval of Ordinance 2025-13, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

Rachelle Fontaine, City Clerk