



**CITY OF LANDER
REGULAR CITY COUNCIL MEETING**

**Tuesday, June 11, 2024 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/81482903845?pwd=aBwt0KyCsOlSjtbCXgkVJgJCPWoCy.1>

Meeting ID: 814 8290 3845

Passcode: 405277:

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING

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

4. COMMUNICATION FROM THE FLOOR

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

- A. Public Comment

5. MAYOR AND COUNCIL UPDATES

6. STAFF REPORTS

7. CONSENT AGENDA

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

- A. Approve May 14, 2024 Regular City Council Minutes

- [B.](#) Approve May 28, 2024 Regular City Council Minutes
- [C.](#) Approve May 28, 2024 Work Session City Council Minutes
- [D.](#) Approve Bills and Claims

8. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Approve Resolution 1333 Appropriation FY 2024-2025
- [B.](#) Approve Resolution 1331 Amending Salary Structure with in the city of Lander for all job descriptions
- [C.](#) Approve Resolution 1337 to approve the Parks and Recreation Director job description and add the position to the City of Lander Salary Structure
- [D.](#) Approve Resolution 1335 2024-2025 Fee Schedule
- [E.](#) Approve Resolution 1336 Building Department Fee Schedule
- [F.](#) Approve Resolution 1334 Exempting the Lander City Limits from the Open Container Provisions of City Ordinance 2-2-12 on July 4, 2024
- [G.](#) Approve and authorize the Mayor to sign ARPA Grant Agreement between State of Wyoming Office of State Lands and Investments and City of Lander GRANT ARPA WS-1105
- [H.](#) Authorize the Mayor to sign two Certification Statements one for Table Mountain Living and one for Lincoln Street
- [I.](#) Approve and Authorize the Mayor sign the Memorandum of Understanding with the Lander Chamber of Commerce
- [J.](#) Authorize the Mayor to sign the Lander Municipal Airport Hangar Space Land Lease Agreement with Joel Otto for Space #206

9. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

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


6:00 PM Tuesday, August 13, 2024, City Council Chambers

Work Sessions:

6:00 PM Tuesday, June 25, 2024, City Council Chambers

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

All meetings are subject to cancellation or change.

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, May 14, 2024 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

Motion by Council President Cox to amend #7 A. Approve the third reading of Ordinance 2024-4 to Approve the third reading of Ordinance 2024-6 and Councilmember Stuble moved to add a presentation from Owen Sweeney, Lander Chamber concerning a budget request.

Motion to approve the agenda as amended made by Councilmember White and seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

3. COMMUNICATION FROM THE FLOOR

A. Public Comment-None

4. MAYOR AND COUNCIL UPDATES

Councilmember White provided Senior Center and Central Wyoming Regional Air Service updates. She attended the housing section of the interim Joint Corporation when they met in Lander last month and provided testimony concerning attainable housing challenges. The Board of Adjustments and Planning Commission continues to meet and work toward achieving those goals.

Councilmember D Hahn reported that he was contacted by a young lady trying to move a mobile home and she inquired about the process. RaJean Strube-Fossen answered Councilmember D Hahn and explained she wanted to move the home to a zone that does not allow manufactured homes. To comply with the zoning requirements, she needs to attach the home to a permanent foundation and surrender the VIN. She should contact the Building Department and comply with the International Residential Code for the permanent foundation requirements. Councilmember D Hahn expressed concern for the future of the volunteer fire department and the decreasing number of volunteers across the board. He explained the benefits of joining the LVFD. He cautioned the Council that people and cities need to prepare as older members retire without new members to replace them. He encouraged people to think about the issue.

Council President Cox provided information on a variety of local events, as well as an FCSD#1 and LEDA update. LEDA will not be requesting funds for an Executive Director position.

Councilmember Stuble provided an Energy Environment Trask Force and Popo Conservation District update concerning a feasibility study for increased water storage.

Councilmember J Hahn congratulated the LVHS seniors, and he hopes some graduates continue to reside in Lander and keep the town young.

Councilmember Larsen confirmed that fireworks will continue on the Fourth of July. The display will be set off behind the Life Resource Center.

5. STAFF REPORTS

Chief of Police Scott Peters announced David Milovich was sworn in as a new Lander Police Officer. The Body Cameras have been shipped. He submitted a behavioral grant for the DUI team and it has been changed to a direct award. In the future Lander will not have to apply for the funds as a grant.

Public Works Director Lance Hopkin provided a project update. Lincoln Street is ready to go back out to bid as a fall and next year project, the sidewalk project by Gannett Peak Elementary, cannot be awarded because the sole bidder failed to meet WYDOT grant requirements. It will also be rebid and may be pushed back as well. He hopes to get a hot mix in to patch roads this month. Councilmember D Hahn commented concerning slurry seals.

Assistant Mayor RaJean Strube Fossen clarified that the level two study that Taylor and Enterprise Ditch Companies are working on is not just an expansion for Worthen but Frye as well. She reported that the Lander Chamber would like to reconsider an MOU.

City Treasurer Charri Lara provided a LIFT update. There were six applications but one pulled their application. There will be a regular voting council meeting on the 28th before the work session to present LIFT recommendations. The auditors are here completing testing. Their engagement letter for next year will be coming.

6. CONSENT AGENDA

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

- A. Approve April 9, 2024, Regular City Council Meeting Minute
- B. Approve April 23, 2024, Work Session City Council Minutes
- C. Approve Bills and Claims

ADELLE SIMON PROGRAM REGISTRATION 420,ROCKY MOUNTAIN POWER ELECTRICITY 19886.95,WATER REFUNDS WATER REFUNDS 183.6,SDI WATER REFUNDS 495,MISC ONE TIME VENDOR MISC REVENUE REIMBURSEMENT 25,WATER REFUNDS WATER REFUNDS 59.43,COMMUNITY CENTER REFUNDS 300,COMMUNITY CENTER REFUNDS 300,SIMPLIFILE FILING FEES 28.5,CITY SERVICE VALCON FUEL 26582.37,MARKEE ESCROW SERVICES INC WY BUSINESS COUNCIL LOAN 134084.52,WESTERN LAW ASSOCIATES PROFESSIONALS 2222.79,WATER REFUNDS WATER REFUNDS 61.6,EMPLOYEE REIMBURSEMENTS TRAVEL 684.2,COMMUNITY CENTER REFUNDS 300,307 SECURITY SOLUTIONS BUILDING MAINTENANCE 296.16,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,ALSCO LINENS 364.92,ALSCO LINENS 172.83,ALSCO LINENS 34,ALSCO LINENS 333.33,AMERICAN ROAD MAINTENANCE INC SEAL COAT & MARK 5920.02,ARDURRA GROUP INC NEW ASSET 246.25,ARDURRA GROUP INC SEAL COAT & MARK 942.5,ARDURRA GROUP INC NEW ASSET 2218.75,ARDURRA GROUP INC SEAL COAT & MARK 4020,ARDURRA GROUP INC NEW ASSET 240,ARDURRA GROUP INC NEW ASSET 1011.64,BADGER METER INC METER REPLACEMENT 325.3,BLEACHERS INTERNATIONAL NEW ASSETS 9890,CENTURY LINK TELEPHONE & INTERNET 793.18,CHILD DEVELOPMENT SVCS ECONOMIC DEVELP PROJECTS 12489.39,COMMUNICATION TECHNOLOGIES MISC OTHER 17437,COMMUNICATION TECHNOLOGIES FIRE EQUIPMENT MAINTENANCE 5040,COWBOY SUPPLY HOUSE SUPPLIES 257.52,DOWL TRANSPORTATION 1390.85,ECONO SIGNS OPERATION/ MAINTENANCE STREETS 480.72,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 1741.25,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 456.63,FLEX SHARE BENEFITS FLEX SHARE FEES 250.9,FLEX SHARE BENEFITS FLEX SHARE FEES 1000,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 618.23,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18751.41,FREMONT COUNTY TREASURER PRISONER CARE 3685,FREMONT MOTOR COMPANY VEHICLE REPAIR 101.6,FRONT RANGE FIRE APPARATUS LTD VEHICLE REPAIR 456.57,FRONT RANGE FIRE APPARATUS LTD VEHICLE REPAIR 208.88,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 2047.87,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 1725,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 4282.76,CAMI HAMMOND ECONOMIC DEVELP PROJECTS 1500,HASCO INDUSTRIAL SUPPLY SHOP SUPPLIES 234.8,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 7912.5,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 30000,HEIKKILA CONSTRUCTION LLC REPAIRS 5775,HOMETOWN OIL FUEL 799,JOE JOHNSON EQIPMENT VEHICLE REPAIR 1103.67,L N CURTIS & SONS SUPPLIES 190.53,LANDER CHAMBER OF COMMERCE ADVERTISING 75,LAWSON PRODUCTS SHOP SUPPLIES 226.26,MASA EMPLOYEE BENEFIT 228,MES ROCKY MOUNTAINS FIRE EQUIPMENT MAINTENANCE 233.28,MOTOROLA SOLUTIONS INC SUPPLIES 744.79,MUNICIPAL EMERGENCY SERVICES SUPPLIES 2028.41,NAPA AUTO PARTS - RIVERTON SHOP SUPPLIES 2.86,NORCO INC BUILDING MAINTENANCE 2081.68,NORCO INC SHOP SUPPLIES 258.02,NORTHERN TRUCK EQUIPMENT CORP VEHICLE REPAIR 52.68,NORTHERN TRUCK EQUIPMENT CORP VEHICLE REPAIR 713.05,NORTHWEST PIPE FITTINGS OPERATIONS AND MAINTENANCE 301.38,NORTHWEST PIPE FITTINGS OPERATIONS AND MAINTENANCE 7888.18,NORTHWEST PIPE FITTINGS OPERATIONS AND MAINTENANCE 154.97,OVERHEAD DOOR COMPANY BUILDING MAINTENANCE 498.49,PERFECT POWER INC MISC OTHER 107.28,PERFECT POWER INC MISC OTHER 1698.18,PEAK WATER SERVICES LLC WW-OPERATIONS & MAINTENANCE 10379.3,PHOENIX ENERGY CORP REPAIRS 3930.36,RAPID FIRE PROTECTION BUILDING MAINTENANCE 360,RDO EQUIPMENT CO NEW ASSET 263942.26,REWORX PROF AND CONSULTING 5700,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 1619,RIVERTON TIRE & OIL CO TIRES 1450.88,RIVERTON TIRE & OIL CO TIRES 1680,RIVERTON TIRE & OIL CO TIRES - 1450.88,RIVERTON TIRE & OIL CO TIRES -1680,SHIRTS & MORE VEHICLE REPAIR 92,STRIKE CONSULTING GROUP PROF AND CONSULTING 616.25,STRIKE CONSULTING GROUP PROF AND CONSULTING 878.75,STRIKE CONSULTING

GROUP PROF AND CONSULTING 1117.5, STRIKE CONSULTING GROUP PROF AND CONSULTING 11340, "SUMMIT WEST CPA GROUP, P.C." PROF FEES COMPUTER 250, SWEETWATER AIRE OPERATIONS AND MAINTENANCE 1143.02, SWEETWATER AIRE OPERATIONS AND MAINTENANCE 2173.98, SWEETWATER AIRE BUILDING MAINTENANCE 194.58, THATCHER COMPANY CHLORINE 9111.41, THATCHER COMPANY CHEMICAL FEED SUPPLIES 11039.08, USA BLUE BOOK METER REPLACEMENT 251.4, RADIANT WELLNESS ECONOMIC DEVELP PROJECTS 810, WALLER TECIA COMMUNITY CENTER MAINTENANCE 4500, WAM - WCCA WAM ENERGY PAYMENT 568.63, WAMCO LAB INC. WW LAB/TESTING 2300, WESTERN LAW ASSOCIATES PROFESSIONALS 2887.18, WESTERN STATES FIRE PROTECTION COMMUNITY CENTER MAINTENANCE 1550, WILLIAM H SMITH & ASSOC PROF AND CONSULTING 2308.5, WILLIAM H SMITH & ASSOC PROF AND CONSULTING 3102.5, WILLIAM H SMITH & ASSOC PROF AND CONSULTING 10585.5, WWC ENGINEERING PROJECT COST - WELLS AT WTP 1637.45, WYDOT - FINANCIAL SERVICES FUEL 5357.32, WYOGLOSS LLC VEHICLE REPAIR 517.89, WYOMING DEPT OF AGRICULTURE SUPPLIES 100, WYOMING RENTS LLC VEHICLE REPAIR 1520, WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 618.75, MISC ONE TIME VENDOR INVESTIGATIVE FUNDS 130, CITY OF RIVERTON AIR TRANSPORTATION 40459.87, FREMONT COUNTY ASSN OF GOV GROUND TRANSPORTATION 20229.94, OFFICE OF STATE LANDS & INVEST CWSRF LOAN #125 - STP 50000, OFFICE OF STATE LANDS & INVEST DWSRF LOAN #128 - WATER 100000, WHITING LAW PC GENERAL ATTORNEY 680, MASTERCARD SUPPLIES 118.99, MASTERCARD SUPPLIES 122.89, MASTERCARD SUPPLIES 77.52, MASTERCARD OPERATION/ MAINTENANCE STREETS 27.41, MASTERCARD SUPPLIES 253.93, MASTERCARD OPERATION/ MAINTENANCE STREETS 10.75, MASTERCARD SUPPLIES 20.44, MASTERCARD SUPPLIES 1099.9, MASTERCARD SUPPLIES 40, MASTERCARD TRAVEL 235.78, MASTERCARD TUITION & REGISTRATION 138, MASTERCARD TELEPHONE 898.71, MASTERCARD SUPPLIES 20, MASTERCARD FUEL 54.57, MASTERCARD WAM CONVENTION EXPENSES 804, MASTERCARD PROFESSIONALS 249, MASTERCARD TUITION 499, MASTERCARD SUPPLIES 80, MASTERCARD SUPPLIES 23.67, MASTERCARD SUPPLIES 239.92, MASTERCARD SUPPLIES 44.99, MASTERCARD SUPPLIES 671.88, MASTERCARD VEHICLE REPAIR 365.88, MASTERCARD REPAIRS 140.53, MASTERCARD EMPLOYEE BENEFIT 323.1, MASTERCARD EMPLOYEE BENEFIT 368.1, MASTERCARD EMPLOYEE BENEFIT -368.1, MASTERCARD ADVERTISING 88.5, MASTERCARD SUPPLIES/TOOLS & EQUIP 149.95, MASTERCARD SUPPLIES/TOOLS & EQUIP 62.7, MASTERCARD BLDG GROUNDS MAINTENANCE 9.99, MASTERCARD BLDG GROUNDS MAINTENANCE 4.58, MASTERCARD BLDG GROUNDS MAINTENANCE 109.98, MASTERCARD BLDG GROUNDS MAINTENANCE 4.13, MASTERCARD BLDG GROUNDS MAINTENANCE 29.97, MASTERCARD SHOP SUPPLIES 264.56, MASTERCARD PROF AND CONSULTING 18.71, MASTERCARD OPERATIONS AND MAINTENANCE 54.8, MASTERCARD WATER SAMPLES TESTING 60, MASTERCARD WW LAB/TESTING 319, MASTERCARD OPERATIONS AND MAINTENANCE 330, MASTERCARD WATER SAMPLES TESTING 173, MASTERCARD OPERATIONS AND MAINTENANCE 91.16, MASTERCARD WATER SAMPLES TESTING 75, MASTERCARD WATER SAMPLES TESTING 125, MASTERCARD OPERATIONS AND MAINTENANCE 12.59, MASTERCARD OPERATIONS AND MAINTENANCE 426.59, MASTERCARD OPERATIONS AND MAINTENANCE 70.55, MASTERCARD WW LAB/TESTING 225, MASTERCARD OPERATIONS AND MAINTENANCE 958.08, MASTERCARD WW LAB/TESTING 256.38, MASTERCARD BUILDING MAINTENANCE 43.17, MASTERCARD OPERATIONS AND MAINTENANCE 7.18, MASTERCARD OPERATIONS AND MAINTENANCE 62.95, MASTERCARD OPERATIONS AND MAINTENANCE 89.94, MASTERCARD OPERATIONS AND MAINTENANCE 35.98, MASTERCARD WW-OPERATIONS & MAINTENANCE 43.78, MASTERCARD WW LAB/TESTING 141.75, MASTERCARD WW LAB/TESTING 152.9, MASTERCARD OPERATIONS AND MAINTENANCE 52.32, MASTERCARD INVESTIGATIVE FUNDS 51.94, MASTERCARD WEAPONS AND TACTICAL SUPPLIES 341.05, MASTERCARD SPECIAL PROGRAM 596, MASTERCARD ICE SKATING 4.21, MASTERCARD TUITION & REGISTRATION 25, MASTERCARD OPERATIONS AND MAINTENANCE 8.05, MASTERCARD OPERATIONS AND MAINTENANCE -27, MASTERCARD OPERATIONS AND MAINTENANCE -31.65, MASTERCARD OPERATIONS AND MAINTENANCE 69.99, MASTERCARD OPERATIONS AND MAINTENANCE 24.29, MASTERCARD OPERATIONS AND MAINTENANCE 28.62, MASTERCARD OPERATIONS AND MAINTENANCE 1276.58, MASTERCARD OPERATIONS AND MAINTENANCE 11.66, MASTERCARD OPERATIONS AND MAINTENANCE 19.78, MASTERCARD OPERATIONS AND MAINTENANCE 240.64, MASTERCARD TRAVEL 649.7, MASTERCARD TRAVEL 45.61, MASTERCARD ADVERTISING 2899, MASTERCARD EMPLOYEE BENEFIT 6.32, MASTERCARD TUITION & REGISTRATION 1199, MASTERCARD SUPPLIES 143.71, MASTERCARD SUPPLIES 25.98, MASTERCARD BUILDING MAINTENANCE 13.48, MASTERCARD TRAINING 107, MASTERCARD BUILDING MAINTENANCE 575, MASTERCARD BUILDING MAINTENANCE 50.22, MASTERCARD TRAINING 347.84, MASTERCARD TRAVEL 238, MASTERCARD SUPPLIES 36.8, MASTERCARD ADVERTISING 151.26, MASTERCARD COMMUNITY DEVELOPMENT 31.95, MASTERCARD COMMUNITY DEVELOPMENT 151.26, MASTERCARD COMMUNITY DEVELOPMENT 3.99, MASTERCARD SUPPLIES 19.99, MASTERCARD SUPPLIES 148.95, MASTERCARD SUPPLIES 236.86, MASTERCARD BUILDING MAINTENANCE 20.65, MASTERCARD BUILDING MAINTENANCE 25.44, MASTERCARD TELEPHONE & INTERNET 1165.49, MASTERCARD TRASH COLLECTION 2177.61, MASTERCARD TELEPHONE & INTERNET 1755.98, MASTERCARD TELEPHONE & INTERNET 899, MASTERCARD WATER UTILITY BILLING 689.28, MASTERCARD TUITION & REGISTRATION 207, MASTERCARD TRAVEL 753.67, MASTERCARD TELEPHONE & INTERNET 1490.63, MASTERCARD TUITION & REGISTRATION 499, MASTERCARD SUPPLIES 45, MASTERCARD POSTAGE 11.7, MASTERCARD UNIFORMS 26.7, MASTERCARD UNIFORMS 62.5, MASTERCARD VEHICLE REPAIR 90.08, MASTERCARD VEHICLE REPAIR 189.98, MASTERCARD VEHICLE REPAIR 39.89, MASTERCARD VEHICLE REPAIR -40.12, MASTERCARD SHOP SUPPLIES 26.99, MASTERCARD VEHICLE REPAIR 53.74, MASTERCARD VEHICLE REPAIR 212.19, MASTERCARD SHOP SUPPLIES 13.68, MASTERCARD SHOP SUPPLIES 27.38, MASTERCARD VEHICLE REPAIR 371.88, MASTERCARD VEHICLE REPAIR 147.36, MASTERCARD VEHICLE REPAIR 68.91, MASTERCARD VEHICLE REPAIR 27.61, MASTERCARD SUPPLIES 20.99, MASTERCARD SUPPLIES 81.94, MASTERCARD TUITION & REGISTRATION 240, MASTERCARD SUPPLIES 5.49, MASTERCARD BUILDING MAINTENANCE 75.24, MASTERCARD ICE SKATING 1218.5, MASTERCARD TOOLS & SHOP SUPPLIES 442.25, MASTERCARD BUILDING MAINTENANCE 365.16, MASTERCARD BUILDING MAINTENANCE 2616.11, MASTERCARD BUILDING MAINTENANCE 190, MASTERCARD SPECIAL PROGRAM 286.7, MASTERCARD BUILDING MAINTENANCE 788.42, MASTERCARD BUILDING MAINTENANCE 40.53, MASTERCARD TURF & GROUNDS MAINTENANCE 610.5, MASTERCARD TOOLS & SHOP SUPPLIES 415.31, MASTERCARD BUILDING MAINTENANCE 125.04, MASTERCARD BUILDING MAINTENANCE 36.88, MASTERCARD TRAINING 111.49, MASTERCARD REPAIR AND MAINTENANCE SERVICE 34.79, MASTERCARD UNIFORMS 12.12, MASTERCARD TRAVEL 40.43, MASTERCARD TRAVEL 52.95, MASTERCARD VEHICLE REPAIR 145.99, MASTERCARD VEHICLE REPAIR 39.06, MASTERCARD VEHICLE REPAIR 40.12, MASTERCARD VEHICLE REPAIR 132.8, MASTERCARD VEHICLE REPAIR 84.34, MASTERCARD SHOP SUPPLIES

42.99,MASTERCARD VEHICLE REPAIR 69.56,MASTERCARD VEHICLE REPAIR 9.96,MASTERCARD VEHICLE REPAIR - 84.34,MASTERCARD VEHICLE REPAIR 263.63,MASTERCARD VEHICLE REPAIR 148.93,MASTERCARD VEHICLE REPAIR 15.8,MASTERCARD SHOP SUPPLIES 9.99,MASTERCARD OPERATION/ MAINTENANCE STREETS 25.96,MASTERCARD OPERATION/ MAINTENANCE STREETS 46.76,CENTRAL BANK & TRUST FILING FEES 644.85,POSTMASTER POSTAGE 5000,BLACK HILLS ENERGY GAS 8346.33,ROCKY MOUNTAIN POWER ELECTRICITY 18485.41,QUADIENT INC POSTAGE 1000,FLOWPOINT ENVIRONMENTAL SYSTEMS PROF AND CONSULTING 3610.8,CENTRAL BANK & TRUST TRAVEL 731,CITY SERVICE VALCON FUEL 35431.08,RIVERTON TIRE & OIL CO TIRES 1450.88,WYOMING ASSN. OF MUN. TUITION & REGISTRATION 260,MASTERCARD SUPPLIES 329.98,MASTERCARD SUPPLIES 29.99,MASTERCARD SUPPLIES 2095.89,MASTERCARD SUPPLIES 234,MASTERCARD TELEPHONE & INTERNET 898.71,MASTERCARD SUPPLIES 40,MASTERCARD SUPPLIES 20,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 51.13,MASTERCARD SUPPLIES -329.98,MASTERCARD PROFESSIONALS 249,MASTERCARD HOUSEKEEPING SUPPLIES 41.01,MASTERCARD SUPPLIES 499,MASTERCARD SUPPLIES 59.33,MASTERCARD SUPPLIES 80,MASTERCARD SUPPLIES 101.89,MASTERCARD EMPLOYEE BENEFIT 301.6,MASTERCARD REPAIRS 243.33,MASTERCARD POSTAGE 10.35,MASTERCARD SUPPLIES 67.11,MASTERCARD ADVERTISING 24.5,MASTERCARD SUPPLIES 72.79,MASTERCARD SUPPLIES 19.41,MASTERCARD SUPPLIES/TOOLS & EQUIP 168,MASTERCARD SUPPLIES/TOOLS & EQUIP 40.59,MASTERCARD BLDG GROUNDS MAINTENANCE 33.8,MASTERCARD BLDG GROUNDS MAINTENANCE 42.6,MASTERCARD REPAIR & MAINATENANCE 8,MASTERCARD PROF AND CONSULTING 20,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD WW LAB/TESTING 319,MASTERCARD OPERATIONS AND MAINTENANCE 35.97,MASTERCARD WATER SAMPLES TESTING 125,MASTERCARD OPERATIONS AND MAINTENANCE 49.98,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD OPERATIONS AND MAINTENANCE 11.69,MASTERCARD SUPPLIES/CHEMICALS 71.65,MASTERCARD OPERATIONS AND MAINTENANCE 22.99,MASTERCARD OPERATIONS AND MAINTENANCE 19.85,MASTERCARD OPERATIONS AND MAINTENANCE 1319.95,MASTERCARD WW LAB/TESTING 141.75,MASTERCARD WW LAB/TESTING 139.18,MASTERCARD WW LAB/TESTING 180,MASTERCARD TUITION & REGISTRATION 100,MASTERCARD WW-OPERATIONS & MAINTENANCE 36.91,MASTERCARD SUPPLIES 547.86,MASTERCARD OPERATIONS AND MAINTENANCE 86.97,MASTERCARD OPERATIONS AND MAINTENANCE 56.2,MASTERCARD OPERATIONS AND MAINTENANCE 98.6,MASTERCARD SPECIAL PROGRAM 498.19,MASTERCARD SPECIAL PROGRAM 966.99,MASTERCARD BUILDING MAINTENANCE 1888,MASTERCARD K-9 EXPENSE 60,MASTERCARD OPERATIONS AND MAINTENANCE 152.67,MASTERCARD OPERATIONS AND MAINTENANCE 342.97,MASTERCARD OPERATIONS AND MAINTENANCE 11.63,MASTERCARD OPERATIONS AND MAINTENANCE 46.78,MASTERCARD OPERATIONS AND MAINTENANCE 15.62,MASTERCARD SUPPLIES 400,MASTERCARD SAFETY EQUIP & SUPPLIES 1066,MASTERCARD SUPPLIES 106.05,MASTERCARD SUPPLIES 106.69,MASTERCARD SUPPLIES 299,MASTERCARD TRAINING 385.89,MASTERCARD SUPPLIES 145.69,MASTERCARD TUITION & REGISTRATION 588,MASTERCARD BUILDING MAINTENANCE 25.71,MASTERCARD SUPPLIES 208.36,MASTERCARD TUITION & REGISTRATION 175,MASTERCARD TUITION & REGISTRATION 135.23,MASTERCARD UNIFORMS 354,MASTERCARD UNIFORMS 228.91,MASTERCARD SUPPLIES 294.33,MASTERCARD BUILDING MAINTENANCE 35.51,MASTERCARD SUPPLIES 107.78,MASTERCARD TRAVEL 266.56,MASTERCARD SUPPLIES 82.99,MASTERCARD TELEPHONE & INTERNET 1175.08,MASTERCARD SUPPLIES 4.21,MASTERCARD TRASH COLLECTION 2177.61,MASTERCARD TELEPHONE & INTERNET 1755.98,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD WATER UTILITY BILLING 686.09,MASTERCARD TELEPHONE & INTERNET 1641.6,MASTERCARD REPAIR AND MAINTENANCE SERVICE 129.8,MASTERCARD SUPPLIES 53.83,MASTERCARD REPAIR AND MAINTENANCE SERVICE 337,MASTERCARD POSTAGE 11.7,MASTERCARD SCHOOL DIST #1 PROGRAMS 56.34,MASTERCARD SUPPLIES 1034.87,MASTERCARD SCHOOL DIST #1 PROGRAMS 13.99,MASTERCARD REPAIR AND MAINTENANCE SERVICE 1612.98,MASTERCARD VEHICLE REPAIR 320.42,MASTERCARD VEHICLE REPAIR 140.61,MASTERCARD SHOP SUPPLIES 14.19,MASTERCARD VEHICLE REPAIR 16.64,MASTERCARD VEHICLE REPAIR - 49.5,MASTERCARD VEHICLE REPAIR 4.88,MASTERCARD VEHICLE REPAIR 387.71,MASTERCARD VEHICLE REPAIR 16.74,MASTERCARD TOOLS & SHOP SUPPLIES 105.94,MASTERCARD TRAINING 148,MASTERCARD TRAVEL 22.77,MASTERCARD TUITION & REGISTRATION -580,MASTERCARD TRAVEL 13.88,MASTERCARD TRAVEL 57,MASTERCARD INVESTIGATIVE FUNDS 19.5,MASTERCARD UNIFORMS 232.1,MASTERCARD SUPPLIES 8.16,MASTERCARD INVESTIGATIVE FUNDS 21.08,MASTERCARD SUPPLIES 33.33,MASTERCARD VEHICLE REPAIR 156.39,MASTERCARD SHOP SUPPLIES 142.78,MASTERCARD VEHICLE REPAIR -341.32,MASTERCARD VEHICLE REPAIR 484.66,MASTERCARD VEHICLE REPAIR 145.99,MASTERCARD VEHICLE REPAIR 170.74,MASTERCARD VEHICLE REPAIR 18.5,MASTERCARD VEHICLE REPAIR 130.91,MASTERCARD VEHICLE REPAIR 33.75,MASTERCARD VEHICLE REPAIR 41.94,MASTERCARD VEHICLE REPAIR 989.88,MASTERCARD VEHICLE REPAIR 358.36,MASTERCARD VEHICLE REPAIR 190.19,MASTERCARD VEHICLE REPAIR 17.96,MASTERCARD VEHICLE REPAIR 51.98,MASTERCARD VEHICLE REPAIR 77.88,MASTERCARD VEHICLE REPAIR 182.37,MASTERCARD VEHICLE REPAIR 160.57,MASTERCARD VEHICLE REPAIR 29.97,MASTERCARD OPERATION/ MAINTENANCE STREETS 16.98,MASTERCARD OPERATION/ MAINTENANCE STREETS 110.92,MASTERCARD OPERATION/ MAINTENANCE STREETS 104.54,MASTERCARD OPERATION/ MAINTENANCE STREETS 59.37,MASTERCARD OPERATION/ MAINTENANCE STREETS 44.97,MASTERCARD OPERATION/ MAINTENANCE STREETS 3.59,MASTERCARD CREDIT CARD REDEMPTION -3978,MASTERCARD SUPPLIES 4.96,BLACK HILLS ENERGY GAS 6034.43,EMPLOYEE REIMBURSEMENTS TRAVEL 194.3,WHITING LAW PC GENERAL ATTORNEY 500,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,AMERI-TECH EQUIPMENT CO VEHICLE REPAIR 1157.46,AYRES ASSOCIATES INC PROF AND CONSULTING 776,B & T FIRE EXTINGUISHERS OPERATION/ MAINTENANCE STREETS 337.5,BADGER METER INC METER REPLACEMENT 325.5,BAILEY ENTERPRISES TIRES 600,Bailey Valve Inc. OPERATIONS AND MAINTENANCE 7668.64,BERNARD PLUMBING MISC OTHER 2850,BERNARD PLUMBING MISC OTHER 1393.25,BROWN COMPANY VEHICLE REPAIR 126.93,CENTURY LINK TELEPHONE & INTERNET 790.2,DICKINSON CREEK DUES 25,DB EQUIPMENT LLC WW-OPERATIONS & MAINTENANCE 138,"DOOLEY ENTERPRISES, INC" WEAPONS AND TACTICAL SUPPLIES 4000.52,DOWL TRANSPORTATION 391.19,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 130,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 65,ERDMAN COMPANY PROJECT COST - ASSISTED LIVING 71219,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 2865,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 356,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 192,FLEX SHARE BENEFITS FLEX SHARE FEES 264.25,FLOYD'S TRUCK CENTER WY VEHICLE REPAIR 618.23,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18751.41,FREMONT COUNTY TREASURER PRISONER CARE 3300,FREMONT MOTOR COMPANY VEHICLE REPAIR 612.51,FREMONT MOTOR COMPANY VEHICLE REPAIR 66.24,HACH COMPANY OPERATIONS AND MAINTENANCE

1068.08,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 27621.9,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 1451.25,HDR ENGINEERING INC PROF AND CONSULTING 3172.5,INBERG MILLER ENGINEERS PROF AND CONSULTING 6832.6,INBERG MILLER ENGINEERS PROF AND CONSULTING 5524.5,INBERG MILLER ENGINEERS PROF AND CONSULTING 2463.8,INBERG MILLER ENGINEERS PROF AND CONSULTING 2095.5,INQUIREHIRE EMPLOYEE SCREENING 32.1,KIRST PROCESS EQUIPMENT OPERATIONS AND MAINTENANCE 2450,KLEEN PIPE LLC VIDEO & CLEANING 13694.84,L N CURTIS & SONS UNIFORMS 14324,MARKS SUPPLY REPAIRS 65,MASA EMPLOYEE BENEFIT 228,NORCO INC SHOP SUPPLIES 97.5,NORCO INC SHOP SUPPLIES 98.58,NORCO INC SUPPLIES 104.78,NORTHERN TRUCK EQUIPMENT CORP VEHICLE REPAIR 1147.27,NORTHERN TRUCK EQUIPMENT CORP VEHICLE REPAIR 8517.58,NORTHERN TRUCK EQUIPMENT CORP VEHICLE REPAIR 7409.61,"OFFICE SHOP, INC." SUPPLIES 3890,ONE CALL OF WYOMING SAFETY MATERIALS 43,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 77.25,PERFECT POWER INC MISC OTHER 287.36,PERFECT POWER INC BUILDING MAINTENANCE 380,POPO AGIE CONSERVATION DISTRICT PROJECT COSTS 20000,POPO AGIE CONSERVATION DISTRICT PROJECT COSTS 799,RDO EQUIPMENT CO NEW ASSET 13897.7,REWORX PROF. & TECHNICAL SERVICE 7920,RIVERTON TIRE & OIL CO TIRES 1680,RIVERTON TIRE & OIL CO TIRES 2539.36,RON'S FLOORING REPAIRS 84,STATE OF WYOMING - ATTORNEY GENERAL DRIVERS LICENSE TESTING 39,STRIKE CONSULTING GROUP PROF AND CONSULTING 11088.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 1998.75,STRIKE CONSULTING GROUP PROF AND CONSULTING 480,STRIKE CONSULTING GROUP FLOOD DAMAGE REPAIR - FEMA 507.5,SUMMIT FIRE & SECURITY MISC OTHER 281.28,"SUMMIT WEST CPA GROUP, P.C." PROF FEES COMPUTER 2912.9,SWEETWATER AIRE OPERATIONS AND MAINTENANCE 7344,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 4013,TEAM LABORATORY CHEM LLC STREET REPAIRS 1114.5,TRIHYDRO PROF AND CONSULTING 347,WALLER TECIA COMMUNITY CENTER MAINTENANCE 4500,WAM - WCCA DUES 150,WILD MOUNTAIN PAINTING REPAIRS 125,WESTERN LAW ASSOCIATES PROFESSIONALS 2677.42,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 1855,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 7689.2,WILLIAM H SMITH & ASSOC PROF AND CONSULTING 14167.5,WWC ENGINEERING PROJECT COST - WELLS AT WTP 2145.5,WYDOT - FINANCIAL SERVICES FUEL 6078.43,WYOMING ASSN. OF MUN. WAM CONVENTION EXPENSES 270,WYOMING DEPT OF AGRICULTURE DUES-CONFERENCE & TRAVEL 40,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 600,WYOMING.COM LLC OPERATIONS AND MAINTENANCE 349.8,PATRICK CONSTRUCTION INC NEW ASSETS 75000,O'REILLY AUTO PARTS VEHICLE REPAIR -64.2,O'REILLY AUTO PARTS VEHICLE REPAIR 378,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 244.99,LANDER COMMUNITY FOUNDATION COMMUNITY DEVELOPMENT 1250,J J KELLER & ASSOCIATES INC TUITION & REGISTRATION 527.5,J J KELLER & ASSOCIATES INC TUITION & REGISTRATION 174.81,HIGH COUNTRY CONSTRUCTION STORAGE TANK REPLACEMENT 626729.92, AFLAC 357.95, CHILD SUPPORT 1142.50, COLONIAL LIFE 232.55, PAY ROLL TAXES 79,019.64, FASCORP 7,465.00, FLEXSHARE 866.67, NCPERS 128.00. TRUSTMARK 394.65, WEBT 83252.85, WORKERS COMP 15512.11, WRS 54357.20, PART-TIME WAGES CEMETERY 935.00, MUNICIPAL COURT 981.00.

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

7. UNFINISHED BUSINESS

- A. Approve the third reading of Ordinance 2024-6 Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2024

ORDINANCE 2024-6

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

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

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

PUBLIC HEARING DATE March 12, 2024

PASSED ON FIRST READING March 12, 2024

PASSED ON SECOND READING April 16, 2024

PASSED ON THIRD READING May 14, 2024

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

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

8. NEW BUSINESS

A. Read the requested Budget into minutes

Charri Lara, City Treasurer read the requested City of Lander FY 2024 2025 Budget into the minutes. For the Fiscal Year ending June 30, 2025, GENERAL FUND \$ 8,144,748 ENTERPRISE FUND \$ 27,689,907 OPTIONAL TAX \$ 6,182,387 ECONOMIC DEVL TAX \$ 840,000 AIRPORT FUND \$554,300 CAPITAL PROJECTS \$ 1,147,895 SENIOR CENTER \$ 35,300

The Budget will be on the June regular meeting agenda for a public budget hearing and vote. Councilmember Stuble inquired about budget discussions and changes specifically the chamber request. Councilmember Cox inquired about discussing the budget in connection with strategic planning.

B. Approve Wind River Visitor Center Budget

Helen Wilson addressed the Council concerning the WRVC budget and provided a summary of current and completed projects.

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

C. Approve Resolution 1332 Amending Resolution 1315 Fees and Utility Rates for Water and Wastewater Service 2024 2025

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

D. Appoint Jeremy Forbis to the Lander Housing Authority Board

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

E. Approve Lander Housing Authority 2024 Amended bylaws.

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

F. Approve and authorize the Mayor to sign the City Hangar Lease Agreement with Sam and Abbi Rogers, Wind River Aviation, for airport hangar #300.

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

G. Juvenile Justice Services of Fremont County Presentation and Budget request

Juvenile Justice Services of Fremont County presentation by Hattie Calvert Assistant Director. The organization is requesting \$35,000 for their program. The Lander office had a slight increase in citations with 132. Increase by 5k from the previous year. Council President Cox question concerning the provided bar graph. Discussion concerning the number, demographics, and type of citations. Teenage DUI numbers are up. They are asking for an increase from Riverton as well. No voting action took place. This will be placed on a future agenda for council consideration.

H. Lander Chamber of Commerce Director Owen Sweeny addressed the council regarding an MOU between the entities. The Chamber Board believes a continued MOU is a good idea. The amount previously requested was \$15,000 to help support the visitor center and tourism. Mr. Sweeny provided an overview and highlighted Chamber activities. No voting action took place. This will be placed on a future agenda for council consideration.

9. ADJOURNMENT

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

Being no further business to come before the Council, the meeting was adjourned at 7:18 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk


CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, May 28, 2024, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. CALL TO ORDER

Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen (via Zoom), Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. Declaration of a quorum. STAFF PRESENT: Public Works Director Lance Hopkin, Assistant Mayor RaJean Community Development Coordinator Ann Even, City Treasurer Charri Lara, City Clerk Rachelle Fontaine.

2. APPROVAL OF AGENDA

Motion by Councilmember White to amend agenda item 6C for an award of \$25,000 instead of \$15,000. Discussion ensued to amend this item as it arises on the agenda below. Motion failed for lack of a second.

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

3. COMMUNICATION FROM THE FLOOR Public Comment-None.

4. MAYOR AND COUNCIL UPDATES

Councilmember White thanked the crews working on Popo Agie Street, they are putting in long days. The Planning Commission continues to work diligently, and housing continues to be a statewide topic. She attended the LIFT meeting to learn about their process and was impressed with their efforts.

Councilmember D Hahn had quite a few people talk to him about the half-cent tax, and they are very concerned about businesses being awarded funding more than once.

Councilmember J Hahn commented that slurry sealing is being done in other areas. Riverton is doing it. He spoke with Powell, and they have been making a type of slurry that is working well. Councilmember Hahn inquired if Lander had investigated these options. Discussion ensued concerning vendors and providers. Lance will check with Powel and see if this is something that might work in Lander.

Mayor Richardson commented that he is glad to see Lincoln Street back out to bid, and reminded people that the Pig Roast for mental health is coming and Senator Case will be a guest speaker.

Councilmember Stuble reported on the E&E Task Force and the League of Women Voters meeting.

5. STAFF REPORTS

Chief of Police Scott Peters reported that the body cameras came in and are working well. The Police Department server can be done in-house for \$800 by adding to the existing server.

Public Works Director Lance Hopkin reported that the Lincoln Street Project is out to bid again, and contractors have indicated the revised schedule is good. The tank floor is being poured on Thursday. A replacement pump station is being constructed by the golf course.

City Treasurer Charri Lara was asked to sit on the WAM Resolutions Committee so let her know if the council has any strong recommendations. As a reminder, she commented that the LIFT Committee makes recommendations, and the council approves. The Council can access the information from the Airtable base.

City Clerk Rachelle Fontaine commented that summer hiring was about completed but the City will be hiring part-time weed and pest employees, The filing window for City Council positions ends Friday, May 31, 2024, at 4:00 PM.

6. NEW BUSINESS (ACTION ITEMS)

- A. Approve LIFT's recommendation to fund 100% of Maven's request for \$50,000 to purchase equipment to build a new M1 Monocular at their Lander facility.

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

DISCUSSION: J Hahn believes this is Maven's second if not third request and award. He does not understand awards can be repetitive. Marilyn Fisher from LIFT addressed the council. She explained that under the current guideline one company cannot request funding more than once a year and funding must be for a different project. The Maven project meets those requirements and scored the highest out of all the projects. Council President Cox stated this is a recommendation from LIFT based on the council's parameters. The council will approve or disapprove funding, not LEDA or LIFT. Councilmember J Hahn commented he was directing his comments to the council and how the council believes it is ok to fund public money. Councilmember White stated that applicants can not apply more than once for the same project and this is different, this is the proposal that will have the highest impact increasing sales tax and creating jobs, this is their second request, and if that is something the Council wants to make more clear those people should come forward with proposed changes. To change the criteria today may be arbitrary and capricious. Councilmember D Hahn stated LIFT is doing what they are supposed to do. He does not agree with the structure and there are concerned citizens that tell council members that they want and see things differently. Councilmember Stuble is in favor of funding at this level they have met the requirements as the council has defined. We have recently addressed these requirements and she stands by that.

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

- B. Approve LIFT's recommendation to fund Dandelion Farm's request for funding to purchase a tractor to expand their offerings and move to a larger space at 75% of their \$30,415 request for an award of \$22,811.

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

- C. Approve LIFT's recommendation to fund Lander Lobos Baseball's request for funding to host a Chancy Williams concert during their Pacific Northwest Baseball Tournament at 75% of their \$25,000 request for an award of \$18,750.

Motion made by Councilmember White to amend the motion to approve funding for 100% of the \$25,000 request, Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

Mayor Richardson commented that he believes this type of project should receive priority funding, and Councilmember J Hahn agreed.

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

- D. Approve LIFT's recommendation to fund the Climber's Festival's request for funding to expand marketing efforts at 100% of their \$15,000 request.

Motion made by Councilmember Stuble, Seconded by Councilmember D Hahn.

Discussion: Councilmember White noted that part of the request was for wages, and this is their third request for wages. Councilmember White moved to amend the motion to award \$9,500 in funding removing \$5,500 funding for a Marketing Coordinator position. Motion to amend failed for lack of a second.

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

- E. Approve LIFT's recommendation to fund Elemental Performance's request for funding to expand the gym equipment at 75% of their \$20,678 request for an award of \$8,595.

Motion made by Councilmember Stuble, Seconded by Councilmember White.

Discussion: Marilyn Fisher explained the request and the math. Councilmember J Hahn stated he has an issue with funding established businesses that make a profit. Councilmember Larsen agrees with Councilmember J Hahn. Councilmember Stuble disagrees and believes successful businesses can get a boost and the request falls in the guidelines.

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

- F. Approve LIFT's recommendation not to fund Wallace Woodworking's request for funding to purchase new equipment to grow his woodworking and contracting business.

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

- G. Consideration and authorization of Bid Award #E0424 for Mechanical Street Sweeper to low bidder Ameritech Equipment in the amount of \$329,546.00.

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

- H. Approve and authorize the Mayor to sign Fuel Points Contract #238647 between the Wyoming Department of Transportation and the City of Lander for use of WYDOT's fuel system.

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

- I. Approve and authorize the Mayor to sign an engagement letter with Summit West PC for audit services.

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

- J. Approve S 24.02, Landent Subdivision replat.

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

- K. Approve donation of malt beverages and alcohol to the Lander Brewfest pursuant to W.S. 12-5-402(a) and as Class A industry representatives

Motion made by Councilmember J Hahn , Seconded by Council President White.

Discussion: The structure and layout of the brew fest were discussed, including the involvement of 30 brewers, six of whom are out of state and require territorial assignments. The process of obtaining malt beverage permits and catering permits was discussed, noting that these are generally approved by the clerk. There is no requirement for an open container permit this year due to a resolution allowing the Pioneer Museum to have open containers through November 1st. There is a new awareness concerning the statutory requirement to approve the donation of alcohol. Brewers and distillers often do not charge a fee or receive compensation for their products.

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

7. ADJOURNMENT

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

Being no further business to come before the Council, the meeting was adjourned at 7:04 PM.

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk


CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, May 28, 2024, at 7:04 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 7:04 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen (via Zoom), Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. STAFF PRESENT: Chief Peters, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, Community Development Coordinator Ann Even, City Treasurer Charri Lara, City Clerk Rachelle Fontaine.

NEW BUSINESS (NON-ACTION ITEMS)

A. Discussion concerning the Lander Chamber of Commerce MOU and budget request

Owen Sweeney was present from the Lander Chamber to discuss the proposed Memorandum of Understanding (MOU). The staff reported on the decision to let the MOU with the chamber expire. The chamber requested to keep the MOU, and a revised proposal requesting \$15,000 annually for the next four years was presented. The chamber has a separate lease agreement with the city, paying \$14,000.14 annually until 2033 to recoup the Wyoming Business Council loan. The City of Landers has a \$5,000 annual membership with the chamber, which is their top-tier membership. The chamber budget was summarized, and the council was given the opportunity to comment on the proposed MOU. Councilmember Stuble led the discussion concerning changes, fees and TAD grant awards. Council sought staff input. The MOU will be placed on a regular council meeting agenda for voting consideration.

B. Discussion concerning the Juvenile Justice Services of Fremont County budget request

Discussion concerning the general funding request and the increased amount. Council President Cox mentioned that the amount does not pay for a full-time employee. The program historically received funding from a block grant and that is no longer available. The Municipalities have picked up the difference and provide the amount that they needed to keep their doors open. Council President Cox comment that if the Council is not happy with the service, we need to tell them. This topic will be scheduled for another work session with a representative from the program present.

C. Wind River Transportation Association Master Plan presentation

Tim Nichols, WRTA, presented the five-year plan including Where We Are Right Now (fixed routes, share rides, contract services) FY23 Staffing Hours, Orange Line-Commuter Bus (undirectional), Share-A-Ride Wyoming (Demand Response) Charter Services (Private Services), Head Start Contract Services, Wyoming Services for Independent Living, Qualified Human Services Organization Services, Redefining our Focus, Where We Want to Go, Redefined Resource Prioritization, A Fully Integrated Rural Transportation System, Yellow Line-Riverton/Hudson/Lander Bi-Directional, Blue Line Dubois/Shoshoni Bi-Directional, Red Line Riverton Inner City, Green Line Lander Inner City Seasonal Trolley, How do we get there Fiscal Year 2025, How Public Transportation Funding Works, What Are Our Tools, Future USe of the 1/2% ED Sales Tax Funds, . The five-year plan includes significant expenses for transit software, with a focus on demand response and fixed route software costing around \$250,000 in total. Discussion included the challenges of securing federal and state funding, including eligibility issues and the need to apply for FTA assistance and the need for demand response software and fixed route software, with specific costs mentioned. The importance of these systems for the transit industry was highlighted. The discussion highlighted the economic benefits of public transportation, including reduced road maintenance costs and increased economic development, as well as its role in social inclusion and equity. The speaker mentioned various funding and revenue sources, including local government funds, sales tax, advertisement revenue, and special property revenue.

D. Discussion concerning Lander's Tree Board

Don Reynolds, Brian Russell, and Anne Rubel addressed the Council. The Tree Board is still in the City of Lander Ordinances. There is a group of people willing to serve. The group requested that

the Council again formalize the tree board, appoint members and a Council liaison. The Council was in favor of appointing members. Don Reynolds requested the City Attorney review the two applicable ordinances for compliance and updates. This will be added to a regular session agenda in the future.

- E. Discussion concerning the draft job description for a Parks and Recreation Director position
Public Works Director Lance Hopkin explained that this position is retired employees' position that is being re-purposed. Discussion about the salary range, the job position that was removed in 2020 and concerns about the salary not being justified. An explanation and discussion ensued as to how does this position differs from the one that was eliminated in 2020 and the additional duties included in the new proposed description include overseeing the weed and pest program, responsibilities of the supervisory role, including forming meetings, managing the parks foreman, office management, and handling temporary workers. Council President Cox expressed concern about this position as it used to exist even though it has been altered and about the cost of the position. Councilmember J Hahn expressed concern about fixing streets and the ability to afford salaries. Councilmember Stuble is pleased with the overall organizational structure and commented that on the face salary seems ok considering the scope of responsibilities.

- F. Fee Schedule Discussion
Assistant Mayor RaJean Strube Fossen discussed the suggested changes to the fee schedule. Increases are proposed to the Community Center, dog licensing, and home business conditional use permit. Discussion on making tweaks to the building schedule to create a more systematic approach. These changes will be placed on the June agenda for approval and will be in place by July 1st.

2. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 9:01 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
ALSCO	Credit Memo	34.00-
ALSCO	Credit Memo	34.00-
ALSCO	Community Center Linens	56.20
ALSCO	Community Center Linens	193.28
ALSCO	Community Center Linens	300.39
ALSCO	Community Center Linens	35.02
ALSCO	Community Center Linens	86.81
ALSCO	Community Center Linens	35.66
ALSCO	Community Center Linens	59.60
ALSCO	Community Center Linens	193.28
ALSCO	Community Center Linens	145.22
Total ALSCO (917):		1,037.46
API SYSTEMS INTEGRATORS	Fire Monitoring Service at Community Center th	282.00
Total API SYSTEMS INTEGRATORS (892):		282.00
ATNIP WELL & PUMP SERVICE INC	clean 2 wells in city park, inspect 3 on new prop	1,025.00
Total ATNIP WELL & PUMP SERVICE INC (645):		1,025.00
AYRES ASSOCIATES INC	Ayres Master Plan through May 18	628.50
Total AYRES ASSOCIATES INC (1434):		628.50
B & T FIRE EXTINGUISHERS	fire extinguishers	61.50
Total B & T FIRE EXTINGUISHERS (43):		61.50
BADGER METER INC	Beacon Mobile Hosting May 2024	325.50
Total BADGER METER INC (44):		325.50
BERNARD PLUMBING	service locate and video Popo Agie street	150.00
Total BERNARD PLUMBING (1067):		150.00
BLACK HILLS ENERGY	Natural Gas MAY2024 Acct# 3608 1654 36	463.25
BLACK HILLS ENERGY	Natural Gas MAY2024 Acct# 3608 1654 36	1,044.79
BLACK HILLS ENERGY	Natural Gas MAY2024 Acct# 3608 1654 36	1,460.28
BLACK HILLS ENERGY	Natural Gas MAY2024 Acct# 3608 1654 36	311.71
BLACK HILLS ENERGY	Natural Gas MAY2024 Acct# 3608 1654 36	1,749.95
BLACK HILLS ENERGY	Natural Gas MAY2024 Acct# 3608 1654 36	43.57
Total BLACK HILLS ENERGY (465):		5,073.55
BOBCAT OF THE BIG HORN BASIN INC	Account Credit	149.78-
BOBCAT OF THE BIG HORN BASIN INC	wheels for mower deck	350.32
Total BOBCAT OF THE BIG HORN BASIN INC (856):		200.54
CEMETERY DITCH CO	Dues	1,692.00

		1,692.00
Total CEMETERY DITCH CO (93):		
CENTRAL BANK & TRUST	Petty Cash Reimbursement May 2024	36.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement May 2024	222.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement May 2024	366.00
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Total CENTRAL BANK & TRUST (96):		624.00
CENTURY LINK	Phone Charges May 2024	210.29
CENTURY LINK	Phone Charges May 2024	160.59
CENTURY LINK	Phone Charges May 2024	81.92
CENTURY LINK	Phone Charges May 2024	100.24
CENTURY LINK	Phone Charges May 2024	100.24
CENTURY LINK	Phone Charges May 2024	76.98
CENTURY LINK	Phone Charges May 2024	50.12
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Total CENTURY LINK (99):		780.38
CHILD DEVELOPMENT SVCS	1/2 Recipient	11,738.41
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Total CHILD DEVELOPMENT SVCS (1403):		11,738.41
COMMUNITY CENTER REFUNDS	COMMUNITY CENTER REFUND - TINDALL	300.00
COMMUNITY CENTER REFUNDS	COMM CTR REFUND - WY OUTDOOR WEEK	576.53
COMMUNITY CENTER REFUNDS	COMMUNITY CENTER REFUND	300.00
COMMUNITY CENTER REFUNDS	COMMUNITY CENTER REFUND	300.00
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Total COMMUNITY CENTER REFUNDS (1210):		1,476.53
COWBOY SUPPLY HOUSE	Vacuum Cleaner	857.18
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Total COWBOY SUPPLY HOUSE (121):		857.18
CPS DISTRIBUTORS INC	irrigation supplies	1,440.90
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Total CPS DISTRIBUTORS INC (124):		1,440.90
CROSSING THE THRESHOLD LLC	1/2 Recipient	2,332.25
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Total CROSSING THE THRESHOLD LLC (1359):		2,332.25
DORSETT TECHNOLOGIES INC	2 Replacement Scada cards from lightning strik	20,020.00
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Total DORSETT TECHNOLOGIES INC (1149):		20,020.00
DOWL	Popo Agie Pathway engineering to be reimburs	1,099.51
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Total DOWL (147):		1,099.51
DRUG TESTING SERVICES LLC	employee screening	915.00
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Total DRUG TESTING SERVICES LLC (148):		915.00
EMPLOYEE REIMBURSEMENTS	FIRE TRAINING - WILDLAND URBAN INTERF	170.28
EMPLOYEE REIMBURSEMENTS	HOTEL REIMBURSEMENT	352.68
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Total EMPLOYEE REIMBURSEMENTS (154):		522.96
FAIRFIELD TREE AND LAWN CARE	Main Street Tree Trimming	5,700.00

Total FAIRFIELD TREE AND LAWN CARE (1055):		5,700.00
FERGUSON ENTERPRISES INC	8" clay to pvc furnco's	133.43
FERGUSON ENTERPRISES INC	4" sewer service line for Popo Agie street	477.60
Total FERGUSON ENTERPRISES INC (553):		611.03
FLEX SHARE BENEFITS	Flex Benefits May2024	125.45
FLEX SHARE BENEFITS	Flex Benefits May2024	125.45
Total FLEX SHARE BENEFITS (173):		250.90
FLOYD'S TRUCK CENTER WY	Transmission cooler lines	618.23-
Total FLOYD'S TRUCK CENTER WY (646):		618.23-
FREMONT CHEVROLET-GMC	seat position sensor	225.24
Total FREMONT CHEVROLET-GMC (179):		225.24
FREMONT CO SOLID WASTE DISPOS	Tire disposal	319.48
FREMONT CO SOLID WASTE DISPOS	trash run	5.00
Total FREMONT CO SOLID WASTE DISPOS (183):		324.48
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	18,232.83
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	518.58
FREMONT COUNTY TREASURER	JAIL BILL	2,915.00
Total FREMONT COUNTY TREASURER (190):		21,666.41
FREMONT MOTOR COMPANY	Condenser and evac recharge 1234YF	1,449.35
FREMONT MOTOR COMPANY	Alignment	164.95
FREMONT MOTOR COMPANY	Thermostat	68.56
FREMONT MOTOR COMPANY	Wiring	37.96
Total FREMONT MOTOR COMPANY (194):		1,720.82
HDR ENGINEERING INC	Tank and PS Construction Eng	31,742.77
Total HDR ENGINEERING INC (994):		31,742.77
HIGH COUNTRY CONSTRUCTION	Tank and Pumping Station Pay Estimate 6	1,311,964.84
Total HIGH COUNTRY CONSTRUCTION (1062):		1,311,964.84
HOMETOWN OIL	Premium Fuel - Cemetery	182.12
HOMETOWN OIL	Old-well past due invoice	91.20
Total HOMETOWN OIL (230):		273.32
INQUIREHIRE	background screening	256.80
INQUIREHIRE	screening	192.60
Total INQUIREHIRE (1087):		449.40
JOE JOHNSON EQUIPMENT	Valves for Vac truck	1,074.98

	1,074.98
Total JOE JOHNSON EQUIPMENT (1341):	
LANDER SENIOR CITIZENS CENTER	24-Apr 1,489.30
Total LANDER SENIOR CITIZENS CENTER (296):	
1,489.30	
LANDER VALLEY AUTO PARTS	u bolt 15.18
Total LANDER VALLEY AUTO PARTS (1031):	
15.18	
LEDA	2023-24 reimbursement of LEDA operating exp 2,794.40
Total LEDA (1193):	
2,794.40	
MASA	Group Code: B2BC0L May2024 456.00
Total MASA (1167):	
456.00	
MASTERCARD	training course for Bobby 258.00
MASTERCARD	Captain Waugh and Myself Performance & Acc 600.00
MASTERCARD	Food for Homicide Investigators 5.98
MASTERCARD	Food for Interview Team 7.66
MASTERCARD	Food for Interview Team 34.51
MASTERCARD	EMT Training for Shawn McRae 320.00
MASTERCARD	Food of Homicide 17.16
MASTERCARD	Food for Training 22.75
MASTERCARD	Food for Wangberg's going away party 73.25
MASTERCARD	Food 4.57
MASTERCARD	Food 61.16
MASTERCARD	Printed Permits 215.34
MASTERCARD	Bolts 7.86
MASTERCARD	April 2024 2nd set of monthly BacT samples 60.00
MASTERCARD	BacT sample on Dollar General Loop 15.00
MASTERCARD	Phones 25.76
MASTERCARD	Fuel 27.79
MASTERCARD	Phones 113.89
MASTERCARD	Phones 219.18
MASTERCARD	Phones 249.36
MASTERCARD	Phones 290.13
MASTERCARD	Supplies 29.99
MASTERCARD	2 Rounds keys 8.26
MASTERCARD	Prof fees 249.00
MASTERCARD	Chain to lockout and tagout ellis vault 39.80
MASTERCARD	May 1st set of BacT samples 75.00
MASTERCARD	WWA Membership 75.00
MASTERCARD	Spectrum Fiber April 2024 449.50
MASTERCARD	Spectrum Fiber April 2024 449.50
MASTERCARD	Cleaning supplies 59.91
MASTERCARD	Supplies 287.77
MASTERCARD	2024 IFC and IBC code books 305.00
MASTERCARD	2024 WAM summer convention registration 270.00
MASTERCARD	WAM registration 320.00
MASTERCARD	WAM registration 270.00
MASTERCARD	Fire Marshal Conference in Casper 235.20
MASTERCARD	wall file folders 89.85
MASTERCARD	Chargers for laptops 38.00
MASTERCARD	post it notes for supply closet 38.35
MASTERCARD	Items for fire inspections 48.96
MASTERCARD	Vacuum for fire hall 109.99

MASTERCARD	Printer for lab for printing jar test sheets and oth	159.99
MASTERCARD	laminating sheets	20.05
MASTERCARD	court room wireless mouse for court laptop	10.99
MASTERCARD	Flyer box for rural water house - prepaid accoun	23.99
MASTERCARD	USB flashdrives	30.48
MASTERCARD	Supplies for background checks	41.13
MASTERCARD	UPC for scada backup server	189.95
MASTERCARD	shredder bags	37.20
MASTERCARD	USB WiFi adapter	16.99
MASTERCARD	Stamps for tracking bills and stamp dispenser	74.09
MASTERCARD	Security envelopes for finger print cards	19.78
MASTERCARD	computer speakers - Anne	19.54
MASTERCARD	Kitchen Supplies	231.84
MASTERCARD	Tablet case and cell phone screen protector	42.87
MASTERCARD	mower air filter	14.49
MASTERCARD	refund for mower part	14.43-
MASTERCARD	air filter for mower	14.43
MASTERCARD	L19 Business cards	51.00
MASTERCARD	April Water Bills	694.28
MASTERCARD	Emergency lights	107.85
MASTERCARD	Hotel room for three (3) day Computer Voice Str	327.00
MASTERCARD	AWS - Stacker	19.35
MASTERCARD	Marking paint	21.08
MASTERCARD	Recoil Starter	26.02
MASTERCARD	repaired the lights at north park and gazebo she	961.07
MASTERCARD	Supplies	20.00
MASTERCARD	drinks and dessert for LVFD volunteer appreciati	74.36
MASTERCARD	Software	149.00
MASTERCARD	WAM	270.00
MASTERCARD	Service	349.49
MASTERCARD	two flower barrels for City Hall	150.00
MASTERCARD	Replace exit lights to updated ones	482.50
MASTERCARD	replace broken ice skates	1,752.00
MASTERCARD	pulication	1,816.35
MASTERCARD	Shawn McRae to school	321.00
MASTERCARD	K-9 School	218.00
MASTERCARD	Annual Service	2,239.00
MASTERCARD	Tac Pants	126.60
MASTERCARD	SWAG for HRI at Garden Expo	1,243.38
MASTERCARD	lunch on sewer repair Belview	114.72
MASTERCARD	trees for arbor day give away	200.00
MASTERCARD	super cl2 test kit	103.00
MASTERCARD	electrodes and storage solutions for ponds	2,806.75
MASTERCARD	Refund for lodging taxes	28.56-
MASTERCARD	Cody fire school registration for class	150.00
MASTERCARD	Registration for Cody Fire school	150.00
MASTERCARD	Spectrum Control Acct Mar2024	13.16
MASTERCARD	Spectrum Control Acct Mar2024	122.01
MASTERCARD	Spectrum Control Acct Mar2024	129.98
MASTERCARD	Spectrum Control Acct Mar2024	129.99
MASTERCARD	Spectrum Control Acct Mar2024	129.99
MASTERCARD	Spectrum Control Acct Mar2024	129.99
MASTERCARD	Spectrum Control Acct Mar2024	129.99
MASTERCARD	Spectrum Control Acct Mar2024	129.99
MASTERCARD	Spectrum Control Acct Mar2024	259.98
MASTERCARD	Meeting Expense	35.13
MASTERCARD	Hotel room for Shawn McRae. Taxes on the firs	106.87
MASTERCARD	Cody Fire School motel	324.00
MASTERCARD	Josh Henninger Motel Room for Cody Fire Scho	324.00
MASTERCARD	Fire Chief's Association	136.00

MASTERCARD	New pipettes for jar testing	2,141.81
MASTERCARD	Marking pencils	17.14
MASTERCARD	Lunch for S-215 Class	44.06
MASTERCARD	Breakfast for S-215 Class	23.25
MASTERCARD	Flywheel ring	101.66
MASTERCARD	super glue	6.83
MASTERCARD	Trash Removal Apr2024	151.25
MASTERCARD	Trash Removal Apr2024	158.39
MASTERCARD	Trash Removal Apr2024	172.72
MASTERCARD	Trash Removal Apr2024	726.10
MASTERCARD	Trash Removal Apr2024	983.37
MASTERCARD	Google Workspace April 2024	820.80
MASTERCARD	Google Workspace April 2024	820.80
MASTERCARD	Rebate-No Receipt Provided	4.59-
MASTERCARD	meeting	10.81
MASTERCARD	Annual fees	455.76
MASTERCARD	Class for Fire Inspector 2	297.00
MASTERCARD	Sandblasting and painting of old sleeve valve to	1,035.00
MASTERCARD	Software renewal	3,090.80
MASTERCARD	cleaning supplies and resin envirotex for playgr	132.24
MASTERCARD	mops for floor, supplies for north park shelter cle	555.03
MASTERCARD	Checks - Court	252.64
MASTERCARD	LVFD pizza for volunteer firefighter week	60.96
MASTERCARD	LVFD pizza for volunteer appreciation week	181.26
MASTERCARD	Employee lunch	218.89
MASTERCARD	Wire	28.05
MASTERCARD	April Wastewater Testing	319.00
MASTERCARD	2nd Quarter TOC testing	108.00
MASTERCARD	April Wastewater Testing	319.00
MASTERCARD	Yearly Testing at Water Plant	1,781.00
MASTERCARD	Metals and Mercury Testing at Water Plant	293.00
MASTERCARD	April Wastewater Testing	319.00
MASTERCARD	Toner	102.00
MASTERCARD	supplies	39.95
MASTERCARD	Employee benefit	75.59
MASTERCARD	3/4" ball valves for cemetery meter	45.98
MASTERCARD	DEX fluid	89.16
MASTERCARD	belt and hub seals	57.73
MASTERCARD	front strut assembly	364.42
MASTERCARD	Coolant Reservoir	80.23
MASTERCARD	oil filter	17.79
MASTERCARD	Grese	9.98
MASTERCARD	filter's and wiper blades	194.99
MASTERCARD	Grese	49.90
MASTERCARD	DEF Fluid for T-1	25.98
MASTERCARD	55 Gal drum of DEF	249.91
MASTERCARD	Parts for compressor hose	8.06
MASTERCARD	washer pump's	92.68
MASTERCARD	strut return wrong part	364.42-
MASTERCARD	wipers, filters, oil	374.51
MASTERCARD	Alternator	183.48
MASTERCARD	Front brake Kit	119.99
MASTERCARD	spark plug for mower	2.38
MASTERCARD	rear brake kit	162.99
MASTERCARD	Clock spring	402.19
MASTERCARD	Patrol vehicle cleaning chemicals	43.74
MASTERCARD	actuator	54.63
MASTERCARD	wire and circuit breaker	134.27
MASTERCARD	filters, oil, wiper blades	182.19
MASTERCARD	fuse's and holder's	34.42

MASTERCARD	battery	148.93
MASTERCARD	filters	143.96
MASTERCARD	drill bit	68.65
MASTERCARD	front and rear rotors	421.86
MASTERCARD	Battery	17.08
MASTERCARD	Flasher relay	4.04
MASTERCARD	wire	136.00
MASTERCARD	toggle switch	11.54
MASTERCARD	Forms	80.00
MASTERCARD	e-coli testing April 2024	270.00
MASTERCARD	2 DUI kits sent to crime lab for testing	11.00
MASTERCARD	DUI kit sent to Crime lab for testing	5.85
MASTERCARD	dui tEST KIT TO CRIME LAB FOR TESTING	5.15
MASTERCARD	DUI kit to Crime lab for testing	5.15
MASTERCARD	DUI Kit to Crime lab for testing	5.85
MASTERCARD	Stamps to mail out documents	136.00
MASTERCARD	Supplies - Court	8.49
MASTERCARD	SUPPLIES	81.96
MASTERCARD	water 2 course for Bobby	201.00
MASTERCARD	Fuel	51.01
MASTERCARD	Toner - Court	110.54
MASTERCARD	fitting to plumb meter at rodeo grounds	98.39
MASTERCARD	Testing that was done, but stopped and later ref	319.00
MASTERCARD	16"" butterfly filter to waste filter 3	4,937.72
MASTERCARD	water test for Dylan	106.00
MASTERCARD	delta stem	8.99
MASTERCARD	Nuts and bolts	4.82
MASTERCARD	switch for well	6.83
MASTERCARD	New Jar test beakers	221.84
MASTERCARD	APR2024 phone charges	875.08
MASTERCARD	APR2024 phone charges	875.08
MASTERCARD	Water 2 test for Bobby	106.00
MASTERCARD	Disputed item re-charged	97.52
MASTERCARD	Storage Overlimit	2.88
MASTERCARD	Yearly contract till 2025 now	6,708.00
MASTERCARD	Bodycam overage dec and jan	24.00
MASTERCARD	Bodycam overage feb and march	30.00
MASTERCARD	large inground trash bags4 cases	1,459.23
MASTERCARD	Supplies	7.18
MASTERCARD	Washed truck	19.35
MASTERCARD	Fasteners	3.38
MASTERCARD	New sprinkler head to fix sprinklers at the plant	34.18
MASTERCARD	Uniform base shirts	119.97
MASTERCARD	3 Binders for jar test results etc.	10.77
Total MASTERCARD (327):		60,484.15
MISC ONE TIME VENDOR	MILEAGE REIMBURSEMENT	221.10
MISC ONE TIME VENDOR	MILEAGE REIMBURSEMENT - CODY	221.10
MISC ONE TIME VENDOR	REFUND PERMIT #7155	1,000.00
MISC ONE TIME VENDOR	TOBACCO COMPLIANCE CHECKS	130.00
MISC ONE TIME VENDOR	ALCOHLOL COMPLIANCE CHECKS	140.00
Total MISC ONE TIME VENDOR (342):		1,712.20
NORCO INC	Argon, Argon/carbon dioxide	149.66
Total NORCO INC (364):		149.66
ONE STOP CARWASH	Vehicle Maintenance	12.75

		12.75
Total ONE STOP CARWASH (632):		
O'REILLY AUTO PARTS	EVAP leak detector	24.37
Total O'REILLY AUTO PARTS (376):		24.37
PERFECT POWER INC	Install warranty part on dryer	590.38
Total PERFECT POWER INC (762):		590.38
PRO-VISION, INC	21 New Body Cams	11,247.11
Total PRO-VISION, INC (1199):		11,247.11
REWORX	See Summary on Invoice	3,220.00
REWORX	See Summary on Invoice	3,220.00
Total REWORX (1347):		6,440.00
RIVER OAKS COMMUNICATIONS CORP	Charter/Spectrum Cable Franchise, Visionary Fr	5,375.50
Total RIVER OAKS COMMUNICATIONS CORP (1402):		5,375.50
ROCKY MOUNTAIN POWER	Acct#58604211-0013 May2024	3,264.46
ROCKY MOUNTAIN POWER	Acct#58604211-0013 May2024	298.68
ROCKY MOUNTAIN POWER	Acct#58604211-0013 May2024	1,608.00
ROCKY MOUNTAIN POWER	Acct#58604211-0013 May2024	3,953.52
ROCKY MOUNTAIN POWER	Acct#58604211-0013 May2024	1,227.62
ROCKY MOUNTAIN POWER	Acct#58604211-0013 May2024	472.55
ROCKY MOUNTAIN POWER	Acct#58604211-0013 May2024	4,745.67
ROCKY MOUNTAIN POWER	Acct#58604211-0013 May2024	5,995.74
Total ROCKY MOUNTAIN POWER (435):		21,566.24
ROCKY MOUNTAIN PRE-MIX	57 rock	627.30
ROCKY MOUNTAIN PRE-MIX	57 rock	832.80
ROCKY MOUNTAIN PRE-MIX	road base	1,648.56
ROCKY MOUNTAIN PRE-MIX	road base	537.24
ROCKY MOUNTAIN PRE-MIX	road base	868.32
ROCKY MOUNTAIN PRE-MIX	road base	1,680.12
Total ROCKY MOUNTAIN PRE-MIX (436):		6,194.34
STATE OF WYOMING - ATTORNEY GENERAL	Background check on prospective members	117.00
Total STATE OF WYOMING - ATTORNEY GENERAL (1433):		117.00
STRIKE CONSULTING GROUP	CMAR and Paving Engineering	507.50
STRIKE CONSULTING GROUP	Revise final plan set	3,661.25
STRIKE CONSULTING GROUP	Stream High Flow Measuring	760.00
STRIKE CONSULTING GROUP	Spider Plow Research	870.00
Total STRIKE CONSULTING GROUP (1112):		5,798.75
SUMMIT FIRE & SECURITY	Commercial kitchen hood annual inspections an	590.25
Total SUMMIT FIRE & SECURITY (1279):		590.25
SUMMIT WEST CPA GROUP P.C.	IT Services Client#26532.00	294.74

SUMMIT WEST CPA GROUP P.C.	IT Services Client#26532.00	294.73
SUMMIT WEST CPA GROUP P.C.	Audit progress billing 2023-2024	4,450.00
SUMMIT WEST CPA GROUP P.C.	Audit progress billing 2023-2024	4,450.00
Total SUMMIT WEST CPA GROUP P.C. (1328):		9,489.47
TERMINIX OF WYOMING	Bug Spraying at City Hall	550.00
Total TERMINIX OF WYOMING (1311):		550.00
THATCHER COMPANY	Pup of Caustic Soda	11,268.40
THATCHER COMPANY	Tanker of Alum, credit for sent back chemical th	10,203.52
Total THATCHER COMPANY (498):		21,471.92
VELASQUEZ, LIANA	1/2 Recipient	1,258.38
Total VELASQUEZ, LIANA (1423):		1,258.38
VFW	Pig Roast Donation 2024	500.00
Total VFW (1256):		500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	3,500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
Total WALLER, TECIA (1333):		4,500.00
WAM - WCCA	WY City Managers meeting at WAM	35.00
Total WAM - WCCA (546):		35.00
WATER REFUNDS	REFUND - WATER	121.40
WATER REFUNDS	REFUND - WATER	100.63
WATER REFUNDS	REFUND - WATER	120.90
WATER REFUNDS	REFUND - WATER	125.23
WATER REFUNDS	REFUND - WATER	139.43
WATER REFUNDS	REFUND - WATER	124.01
WATER REFUNDS	REFUND - WATER	261.34
WATER REFUNDS	REFUND - WATER	200.00
Total WATER REFUNDS (552):		1,192.94
WESTERN LAW ASSOCIATES	Professional Services	3,879.42
Total WESTERN LAW ASSOCIATES (559):		3,879.42
WHITING LAW PC	Whiting Law May 2024	110.00
Total WHITING LAW PC (564):		110.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Engineering	4,575.00
WILLIAM H SMITH & ASSOC	Lincoln Street Bid and Rebid	11,465.73
Total WILLIAM H SMITH & ASSOC (1058):		16,040.73
WORKWISE	screening	380.00

Total WORKWISE (1299):		380.00
WWC ENGINEERING	WWC - Wells Engineering	1,820.38
Total WWC ENGINEERING (1326):		1,820.38
WYDOT - FINANCIAL SERVICES	WYDOT Fuel May 2024	3,948.13
WYDOT - FINANCIAL SERVICES	WYDOT Fuel May 2024	209.98
WYDOT - FINANCIAL SERVICES	WYDOT Fuel May 2024	1,974.06
WYDOT - FINANCIAL SERVICES	WYDOT Fuel May 2024	1,974.06
Total WYDOT - FINANCIAL SERVICES (606):		8,106.23
WYOMING ASSN. OF MUN.	TUITION	270.00-
Total WYOMING ASSN. OF MUN. (599):		270.00-
Grand Totals:		1,626,251.18

Report GL Period Summary

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

Part time employee gross wages by department for the pay period 4/19/2024 – 5/18/2024

Cemetery = \$3,060.50

Municipal Court = \$1,120.50

Park = \$2,902.19

May 31, 2024 Net Payroll

\$ 219,675.63

Transmittals

Aflac	\$	357.95
Child Support	\$	1,142.50
Colonial Life	\$	232.55
Payroll Taxes	\$	76,989.31
Fascorp - Deferred Comp	\$	7,065.00
FlexShare Benefits	\$	866.67
NCPERS - Prudential Life	\$	128.00
Trustmark Insurance Benefits	\$	394.65
WEBT - WY Educators Benefit Trust (Health Ins.)	\$	83,262.63
Workers Comp	\$	15,697.98
Wyoming Retirement System	\$	54,089.83

**RESOLUTION 1333
APPROPRIATIONS**

WHEREAS, on the 11th of June 2024 the budget-making authority, prepared and submitted to the Council a city budget for the 2024-2025 fiscal year ending June 30, 2025; and

WHEREAS, such a budget was duly entered at large upon the records of this Council and a copy thereof was made available for public inspection at the office of the City Clerk; and

WHEREAS, notice of a public hearing on such budget was published in the Lander Journal, a legal newspaper published and of general circulation in the county on ; and

WHEREAS, a public hearing was held on such budget at the time and place specified in said notice at which time all interested parties were given an opportunity to be heard; and

WHEREAS, following such public hearing certain alterations and revisions were made to such proposed budget, all of which more fully appear in the minutes of the Council.

NOW, THEREFORE, BE IT RESOLVED by the Council that the city budget, as so revised and altered, be adopted as the official City budget for the fiscal year ending June 30, 2025.

BE IT FURTHER RESOLVED, that the following appropriations, as provided for in Ordinance 2024-4 Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2024, are made for the fiscal year ending June 30, 2025, and that the expenditures of each office, department or spending agency be limited to the amount herein appropriated.

GENERAL FUND

General Government	1,624,894
Lander Community & Convention Center	167,500
Other General Accounts	168,000
Municipal Court	286,995
Attorney	65,000
Police	2,743,072
Fire	1,285,031
Building Inspector	104,454
Emerg. Mgmt. & Compliance Coordinator	25,000
Streets	358,999
Rodeo Grounds	6,500
Building Maintenance & Repair	124,000
Shop	296,804
Weed & Pest	64,125
Parks & Recreation	537,683
Lander Golf Course	43,500
Cemetery	243,191
Total Appropriations	8,144,748
Total General Fund Requirements	8,144,748

ENTERPRISE FUND

Water/Split Wages	492,533
Water Transmission & Distribution	24,137,311

Water Treatment Plant	670,094
Wastewater Sewer Collection	520,645
Wastewater Lagoon System	273,067
Accounting & Collecting	1,596,257
Total Appropriations	27,689,907
Total Enterprise Fund Requirements	27,689,907

OTHER FUNDS

Economic Development Tax	840,000
Airport	554,300
Optional Sales Tax	6,182,387
Lander Senior Center	35,300
Capital Projects	1,147,895

PASSED, APPROVED AND ADOPTED THE 11th day of June 2024.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on June 11, 2024 and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION 1331

**A RESOLUTION AMENDING
SALARY STRUCTURE WITHIN THE CITY OF LANDER FOR ALL JOB
DESCRIPTIONS**

WHEREAS, pursuant to Section 12-2-6 of the City of Lander Code Book, the Mayor, subject to the approval of the City Council, may establish regulations and policies concerning all city personnel; and

WHEREAS, pursuant to Section 12-2-6 of the City of Lander Code Book, the Mayor and City Council have adopted personnel regulations; and

WHEREAS, all classified city positions should have a pay grade chart that reflects a fair and equitable pay as determined by the Mayor and City Council; and

WHEREAS, a compensation plan containing a grade chart was previously adopted pursuant to the personnel regulations; and

WHEREAS, the governing body of the City of Lander desires to amend the Salary Structure to reflect the cost of living increase for the City of Lander; and

WHEREAS, the governing body for the City of Lander has considered the criteria set forth and described in the Compensation Section of the Managerial Guidelines in amending the compensation plan as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER that the governing body may amend, repeal or revoke the compensation plan at any time by resolution of the governing body pursuant to the City of Lander’s personnel regulations.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, by the Governing Body of the City of Lander that the Salary Structure and all current job descriptions be amended to reflect the cost-of-living increase for the City of Lander as set forth in Exhibit “A” attached hereto and incorporated herein by reference hereby added to the compensation plan portion of the City of Lander Managerial Guidelines and or other city compensation plan documents.

PASSED, APPROVED AND ADOPTED the ___ day of _____, 2024.

The City of Lander
A Municipal Corporation

Attest:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on _____ 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

**City of Lander
Salary Structure & Tables July 2024**

Pay Grade	Annual Pay Rates			12 Monthly Pay Rates			2080 Hourly Pay Rates			Positions
	Minimum	Mid	Maximum	Minimum	Mid	Maximum	Minimum	Mid	Maximum	
1	43,332	55,422	67,511	3,611	4,618	5,626	20.83	26.65	32.46	Assistant Sexton, Court Clerk, Judge, Maintenance Worker, Parks Clerk, Water Clerk, Weed & Pest Controller, Clerk/Evidence Tech Assistant, Detective Secretary Evidence Clerk, Equipment Operator I, II, Code Enforcement
2	46,926	60,017	73,108	3,910	5,001	6,092	22.56	28.85	35.15	Water Operator I, Water Operator II, Equipment Operator III,
3	50,880	65,075	79,270	4,240	5,423	6,606	24.46	31.29	38.11	Water Operator III, Mechanic
4	53,023	67,815	82,607	4,419	5,651	6,884	25.49	32.60	39.71	Police Officer I
5	55,254	70,669	86,083	4,605	5,889	7,174	26.56	33.98	41.39	Police Officer II, Street Foreman, Water System Foreman, Airport and Fire Hall Facilities Manager, Weed & Pest Supervisor, Police Officer III, Water Operator IV
6	57,594	73,662	89,730	4,799	6,138	7,477	27.69	35.41	43.14	Detective, Community Development Coordinator, Parks Maintenance Foreman
7	60,098	76,864	93,631	5,008	6,405	7,803	28.89	36.95	45.01	Building Inspector, Sexton,
8	62,621	80,092	97,563	5,218	6,674	8,130	30.11	38.51	46.91	Sergeant, Shop Supervisor
9	65,343	83,572	101,801	5,445	6,964	8,483	31.41	40.18	48.94	Assistant to the Mayor, Deputy Clerk/Treasurer,
10	68,209	87,238	106,267	5,684	7,270	8,856	32.79	41.94	51.09	Streets Supervisor, Water/Sewer Supervisor
11	71,205	91,069	110,933	5,934	7,589	9,244	34.23	43.78	53.33	City Clerk, Human Resource Director, Assistant Public Works Director
12	79,039	101,088	123,138	6,587	8,424	10,261	38.00	48.60	59.20	City Treasurer, Police Captain
13	88,957	113,775	138,593	7,413	9,481	11,549	42.77	54.70	66.63	Police Chief, Engineer/Public Works Director
14	100,122	128,054	155,986	8,343	10,671	12,999	48.14	61.56	74.99	

EXHIBIT "A"

RESOLUTION 1337

A RESOLUTION CREATING A JOB DESCRIPTION FOR PARKS AND RECREATION DIRECTOR

WHEREAS, pursuant to Section 12-2-6 of the Lander City Code the Mayor and City Council have adopted a personnel and policies manual; and

WHEREAS, as part of said manual, there is a compensation plan which contains job descriptions for the various city employees and which job description; and

WHEREAS the Governing Body desires to create the job description for a Parks and Recreation Director; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Governing Body of the City of Lander that the job description for the Parks and Recreation Director, shall be created as attached hereto and incorporated herein and be added to the City of Lander Salary Structure at Grade 11.

PASSED, APPROVED AND ADOPTED the _____ day of _____.

The City of Lander
A Municipal Corporation

Attest:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on _____, 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



City of Lander

Job Description

Title: Parks & Recreation Director	Grade: 11
Department: Parks & Recreation	Effective Date: 6/2024
Division: Administration FSLA- NONEXEMPT	Last Revised: 6/2024

GENERAL PURPOSE

Performs a variety of professional administrative and managerial duties related to planning, organizing and directing the development, implementation, and operation of city parks and recreation facilities, programs and activities.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction from the Public Works Director.

SUPERVISION EXERCISED

Provides direct supervision to Parks Foreman, Weed and Pest Supervisor, and Office Manager/Secretary.

ESSENTIAL FUNCTIONS

Plans, coordinates, and provides overall direction for the various program activities of the department including recreation program management, ice skating rink, Sinks Canyon Camp, pathways, and parks maintenance, and master plan; performs ongoing evaluation as needed to ensure the success and relevancy of programs and resources. Evaluates quality of staff performance and develops program variations to address varied and multiple community interests.

Prepares, presents, and follows comprehensive plans for the maintenance, improvement, and expansion of recreation facilities and activities; advises the Public Works Director in planning long-range goals for parks and recreation development.

Serves as a public liaison to ensure event success associated with recreation. Maintains relationships with community groups, sports associations, the school district, and individuals to explain and discuss various aspects of parks and recreation functions; serves as liaison and advisor to various councils, committees, volunteer groups, and commissions related to parks and recreation as may be formed from time to time and coordinates and implements actions as needed to satisfy committee decisions and make changes in programs; prepares and delivers studies and special reports as needed to advise city officials and committees of program activities and results.

Plans and coordinates park, facility, and field use with associations and the public. Serves as a liaison with the public and school district to coordinate gym space reservations for associations and various other recreation activities.

Plans, organizes, coordinates, and conducts weed reduction outreach programs, activities, and special events for the Fremont County Weed Control Board, including invasive plant species control.

Applies for and manages special funding from local, state, and federal programs; prepares all federal and state grant applications and includes estimates for both Weed and Pest and Parks and Recreation capital improvement needs in the city; controls expenditures in conformance with funding conditions and grant stipulations.

Prepares department budget and submits to the Public Works Director for review and approval; monitors ongoing expenditures to assure compliance with fiscal goals; establishes fee schedules for ice rink use, recreation program activities, facility rentals, athletic leagues and events, and facility rental fees (park shelters, etc.); generates revenues through self-funding programs.

Coordinates and supervises purchases and expenditures; receives and reviews statements of expenditures and costs from various program operations and implements cost-effective measures and controls; reviews and authorizes all purchases, bids, and contracts; creates or prepares equipment specifications; negotiates purchases of equipment, materials, and services; oversees the maintenance of financial records; assures proper processing of revenue collections and accounts for various program revenues and deposits with the city.

Directs and performs program marketing and advertising; utilizes various media vehicles to reach all segments of the public and educate in recreation programs; performs general public relations as needed to address concerns and interests of the public; addresses various groups and clubs to solicit time and financial assistance for special programs.

Directs the recruitment and hiring of all program workers, temporary employees, and full-time staff of all weed and pest and parks and recreation operations; reviews performance and makes recommendations affecting job statuses such as retention, advancement and discipline, and discharge; routinely checks on programs and activities in progress; conducts training for volunteers and full-time staff as needed.

Participates in the day-to-day operations and maintenance functions as needed; operates parks equipment, i.e., mower, trencher, Zamboni, etc.; may serve as a field project supervisor and assures the general quality of all parks and recreation operations; coordinates on joint projects with other city departments.

Performs related duties as required.

CORE COMPETENCIES

- **Adaptability:** Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Changes approach/method to best fit the situation/work assignment.

- Communication: Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.

- Cooperation: Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.

- Customer Service: Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.

- Dependability: Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.

- Initiative: Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.

- Job Knowledge: Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.

- Judgment: Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.

- Planning & Organization: Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.

- Quality: Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

MINIMUM QUALIFICATIONS

Education and Experience:

- A. Graduation from college with a bachelor’s degree in parks and recreation management or some other related field is preferred; OR
- B. Five (5) years of progressively responsible experience performing above or related duties; OR
- C. An equivalent combination of education and experience.

Special Qualifications:

- D. Must possess or obtain and maintain a valid Commercial Wyoming Driver's License with appropriate endorsements.
- E. Must obtain and maintain Weed and Pest Licensure

ESSENTIAL FUNCTIONS, KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the methods and techniques of developing and operating parks and recreation systems; of the philosophy and objectives of community recreation programming; team sports management; community and public relations; principles and practices of general management including fiscal and human resources; budgeting processes and general accounting; considerable knowledge of the rules and regulations of a variety of sports and recreational activities; of equipment, facilities, operations and techniques used in a comprehensive community recreation program; working knowledge of the operation of personal computers and various software applications including spreadsheets, word processing, etc.

Ability to organize recreational leagues, establish team rosters and schedule games, tournaments and other play activities; to establish and maintain effective working relationships with employees, various age groups, other organizations, and the public; administer a large work program; prepare and present budget estimates; direct, motivate, develop, and evaluate subordinates; communicate effectively, verbally and in writing.

WORK ENVIRONMENT:

Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, talking, hearing, and seeing. Common eye, hand, finger dexterity exist. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking, and creative problem-solving. Periodic travel is required in the normal course of job performance. Exposure to inclement weather including heat and cold, contaminants including pollutants, gases, dust and odors and machinery noise as well as general office noise. frequent Exertion up to 50 pounds of force.

DRIVING REQUIREMENTS:

For driving essential positions, employment with the City of Lander is contingent upon a satisfactory driving record. A driving record that has any of the following may be considered unsatisfactory: 1). Conviction of three or more moving violations from separate incidents, within the past 36 months; 2) A conviction within the previous 36 months of any of the following: Driving Under the Influence of Alcohol or Drugs; Leaving the scene of an accident; Fleeing to avoid arrest; Reckless Driving; Driving without automobile insurance; Driving on a suspended license; or Refusal to take a blood/breathalyzer test for suspected impaired driving.

SUPPLEMENTAL INFORMATION

Women, minorities, and individuals with disabilities are encouraged to apply. The City of Lander is an equal opportunity employer. Qualified applicants are considered for positions for which they have applied without regard to race, religion, sex, age, national origin, disability, sexual orientation, or other characteristics protected by law.

Employment with the City of Lander is contingent upon successful background screen and a pre-employment drug test. Random, reasonable suspicion and post-accident drug and alcohol testing are administered in accordance with the law, Federal requirements and City policy.

Driving records are required for all new employees. If the employee has not held a Wyoming driver's license for the last three (3) years, the employee must provide at their own expense and initiate a driving record from all previous States of residency.

If you have questions regarding the background screen, or pre-employment, random, reasonable suspicion or post-accident drug testing, please contact the Human Resource Director at (307) 332-2870 X-7 prior to accepting the job offer.

Employees are required to follow the established guidelines of the City to include, but are not limited to, the employee manual, safety policies and procedures, and departmental policies and procedures.

The City of Lander is an at-will employer.

I have read this job description and understand my job duties and responsibilities. I am able to perform the essential functions as outlined with or without accommodations. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description. The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. The City of Lander reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I _____ have reviewed the above job description.

Date: _____

RESOLUTION 1335
THE CITY OF LANDER FEE SCHEDULE 2024-25
A RESOLUTION AMENDING RESOLUTION 1313

WHEREAS the City of Lander has reviewed and set forth the following charges for City Services; and

NOW THEREFORE, be it resolved by the Governing Body of the City of Lander that said fees shall be in effect starting July 1, 2024, for the following City Services.

<u>CEMETERY</u>		
LOT PURCHASE	City resident	\$ 400.00
	Outside City resident	\$ 500.00
	Cremation lot	\$ 200.00
	Infant	\$ 125.00
	Columbarium – City resident	\$ 500.00
	Columbarium – Outside City resident	\$ 650.00
PERPETUAL CARE (per internment)	Prepaid fees may be adjusted to updated fee schedule at time of opening	\$ 200.00
OPENING/CLOSING CEMETERY LOTS	Adult	\$ 600.00
	Infant	\$ 375.00
	Cremation	\$ 200.00
	Columbarium	\$ 200.00
OVERTIME OPENING/CLOSING	Adult	\$1,200.00
	Infant	\$750.00
	Cremation	\$400.00
	Columbarium	\$400.00
CEMETERY DOCUMENT TRANSFER FEE		\$ 25.00
DISINTERMENT	Standard (minimum)	\$ 1,200.00
NOTE: ADDITIONAL CEMETERY FEES MAY BE ADDED AT TIME OF SERVICE, Oversized vaults, Stone removal/reset, Concrete Work		Quoted at time
<u>CONTRACTOR LICENSES</u>		
AMUSEMENTS		\$200.00/day
ARBORISTS	Initial fee/annual renewal	\$250.00/\$ 150.00
BUILDING CONTRACTOR		
	Class I – initial fee/annual renewal	\$350.00/\$ 200.00
	Class II – Initial fee/annual renewal	\$350.00/\$ 200.00
	Class III– initial fee/annual renewal	\$250.00/\$ 150.00
	Class IV – Initial fee/annual renewal	\$250.00/\$ 150.00
ELECTRICAL		
	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
HVAC		
	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
PAWNBROKER	Initial fee/annual renewal	\$350.00/\$ 200.00
PLUMBING		
	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
REFRIGERATION	Initial fee/annual renewal	\$200/\$100
SEWAGE CLEANING & DISPOSAL	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
UTILITY CONTRACTOR		\$350.00/\$ 200.00
<u>COMMUNITY CENTER</u>		
ROOM RENTAL RATES	Full center single day	\$1,060/day
	Full center 2-4 days	\$1,015/day
	Full center over 5 days	\$970/day
	Main Room only	\$740.00/day
	Bar & Lobby only	\$300.00/day
	Kitchen only	\$360.00/day
	Meeting rooms (3 each) hourly/daily	\$30.00 each/hour \$150.00 each/day

COMMUNITY CENTER DEPOSITS	Damage deposit - % refundable	\$500.00
	Booking deposit -% refundable if cancelled 2 months prior to event.	10%
	Lost/non-returned key	\$ 25.00
	Unlocked doors/ left open charge	\$150.00
	<u>LIQUOR LICENSING</u>	
BAR & GRILL LICENSE	Initial fee/annual renewal	\$10,000/\$1,500.00
CLUB LICENSE	Annual renewal	\$500.00
MICROBREWERY/WINERY LICENSE	Annual renewal	\$500.00
RESORT LICENSE	Annual renewal	\$1,500.00
RESTAURANT LICENSE	Initial fee/Annual renewal	\$1,500/\$1,500.00
RETAIL LICENSE	Annual renewal	\$1,500.00
TRANSFER FEE		\$200.00
WINERY OFF PREMISE PERMIT		\$50.00/day
MANUFACTURED OFF PREMISE PERMIT		\$50.00/day
CATERING PERMIT		\$50.00/day
MALT BEVERAGE PERMIT		\$50.00/day
MALT BEVERAGE FOR MICROBREWERY		\$50.00/day
	<u>MISCELLANEOUS PERMITS/FEES</u>	
BURN PERMIT INSIDE CITY LIMITS		\$50.00
COPIES – Record requests	Paper copies 8 1/2x11 up to 11X17	\$ 0.50/page plus \$20.00/hr
	Electronic copies	\$0.10/page plus \$20.00/hr
	Maps – Large format color	\$20.00
	Digital PDF, CD, DVD	\$10.00 each
	Police report or accident report. Photos and digital files may be assessed additional charges.	\$10.00
COURT COSTS		\$10.00
COURT/ARREST RECORDS REQUESTS	As determined by Supreme Court	\$10.00
DOG LICENSE	1 year/2 year -need proof of rabies shot	\$15.00
DOG IMPOUND FEE	Actual expenses -Set by contract	
LIVESTOCK PERMIT	Annual renewal – need veterinary letter	\$50.00
INSUFFICIENT FUNDS FEE		\$30.00
IMPOUNDED VEHICLE FEE	Actual towing charges	Actual charges
SNOW REMOVAL – COMMERCIAL (pre-approved permit only)	Up to 5000 sq ft lot	\$500.00
SNOW REMOVAL – COMMERCIAL (pre-approved permit only)	5000 – 8000 sq ft lot	\$500.00 plus \$0.10/sqft
WEED & PEST MOWING		\$75.00/hour plus damages
WEED & PEST SPRAYING		\$75.00/hour plus chemical
LAGOON BULK DUMPING FEES		\$100 per 1,000 gallons
	<u>RODEO FACILITIES</u>	
RENTAL FEES – DAY USE	1-50 People	\$100.00/day
	51-150 People	\$125/day
	151-300 People	\$300.00/day
	301-500 People	\$400.00/day
	Over 500 People	\$500.00/day
DAMAGE DEPOSIT	% Refundable- depending on damages	\$500.00
ADDITIONAL AMENITIES	Livestock Stall rentals	\$10.00 each/day

	<u>PARK FACILITIES</u>	
LIONS SHELTER- STAGE/NORTH PARK	1-20 People	\$100/day
	21-150 People	\$125/day
	151-300 People	\$300/day
	301-500 People	\$400/day
	Over 500 People	\$500/day
	Reservation for use of Stage	\$100.00/event
FULL PARK EXCLUDING PLAYGROUND AND CAMPING		\$1,000.00/day
DAMAGE DEPOSIT	% Refundable depending on damage	\$50.00
GAZEBO/DILLON/CENTENNIAL	1-20 People	\$25.00/day
	21-50 People	\$50.00/day
	50-100 People	\$100.00/day
	101-250 People	\$250.00/day
	Over 250 people	\$500.00/day
FIELD USE FEES	Fee per player for YOUTH Baseball, softball, football and soccer	\$5.00/player
	Fee per player for ADULT ball field events	\$10.00/player
ICE SKATING	Admission	\$3.00
	Skate rentals	\$4.00
	Skate sharpening	\$10
	Youth Hockey rental equipment	\$20.00
	<u>PLANNING & ZONING</u>	
BOARD OF ADJUSTMENT	Conditional use permit	\$500.00
	Home Business Conditional Use Permit	\$25.00
	Non-conforming use application	\$275.00
	Non-conforming Setback/Utility Registration	\$25.00
	Rezoning request	\$500.00
	Variance request	\$500.00
	Solar Rights permit	\$275.00
PLANNING COMMISSION	Preliminary Subdivision Plat	\$600.00
	Final Subdivision Plat (includes Annexation)	\$500.00
	Minor Plat (<5 lots)	\$400.00
	Correction Plat	\$250.00
	County Subdivision Plat Review	\$200.00
	PUD Development Plan	\$500.00
FEE-IN-LIEU OF PARK DEDICATION	Minor Plat (new with 1-3 lots, replats)	no fee
	Minor Plat (new with 4-5 lots)	\$500.00
	Subdivision Final Plat	\$750.00/Lot

Water and Sewer Rates Adopted by separate resolution

Building Department Fees Adopted by separate resolution

PASSED APPROVED AND ADOPTED THE 11th Day of June, 2024

THE CITY OF LANDER
A Municipal Corporation

BY: _____
Monte Richardson, Mayor

ATTEST: _____
Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on June 11, 2024 and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION 1336
Updating Resolution 1289
THE CITY OF LANDER BUILDING DEPARTMENT FEE SCHEDULE 2024-25

WHEREAS the City of Lander has reviewed and set forth the following charges for City Services of the Building department; and

NOW THEREFORE, be it resolved by the Governing Body of the City of Lander that said fees shall be in effect starting July 1, 2024 for the following City Services.

CITY OF LANDER BUILDING DEPARTMENT FEES		
CATEGORY		RATE
1. New Construction and Alterations IBC/IRC		Per Valuation Table**
Equipment/Materials including labor		
		1% of contract amount with
	a. Siding , soffit, fascia and gutter	\$30 minimum Flat Fee
	b. Electrical Service Inspection	\$75 minimum
	c. Electrical Alteration	\$30 minimum
	d. Mechanical (Equipment Replacement)	\$50 minimum
	e. Plumbing Alteration	\$30 minimum
	f. Water Heater Replacement	\$30 flat fee
	g. Gas Piping Pressure Test	\$30 per test
	h. Water or Sewer Replacement	\$60 minimum
	i. Siding	\$60 Flat Fee
2. Reroofing Permits		
	Residential Reroof (area >100 sf)	\$60 flat fee
	Commercial Reroof	1% of contract
3. Communication Facilities		
	Cell buildings/towers, etc.	\$325
4. Manufactured Home Placement (HUD Standard)		\$200
5. Signs		\$0.53 per sf of sign face or \$39 minimum
6. Commercial Plan Review Fees		
	a. Third Party Plan Review Fees	Actual Cost
	b. In House Plan Review Fees	10% of Building Permit Fee

7. Accessory Building Placement-Temporary and Permanent placement of storage and skid structures 30 days or more		\$100 \$30
8. Fence Permits		
	a. Installed in right-of-way	\$30
	b. Fences Exceeding 7' in height (engineering required)	\$30
	c. Fences not exceeding 7' in height and installed on owner's property	no fee
9. Permit Violation Fee		
	Working without permit, work other than permitted	2 times the permit fee
		\$100 minimum
10. Encroachment/Street Cut Fees		
	a. Street/Alley (paved, up to 100 sf)	\$325 base + \$0.25 per sf \$200
	b. Sidewalk repair/replacement	\$35 per lineal foot
	c. Street/Alley (Unpaved)	\$50 per lineal foot
11. Commercial and Residential Child/Adult Care Permit, Conditional Use Inspection		
	a. annual inspection	\$75
12. Board of Appeals Hearing		\$200
13. Call Back Fee		\$60
Inspector called and site not ready		

City of Lander Building Department fees

PASSED APPROVED AND ADOPTED THE 11th Day of June, 2024

THE CITY OF LANDER
A Municipal Corporation

BY: _____
Monte Richardson, Mayor

ATTEST: _____
Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on June 11, 2024 and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION 1344

**A RESOLUTION EXEMPTING THE LANDER CITY
LIMITS FROM THE OPEN CONTAINER PROVISIONS
OF CITY ORDINANCE 2-2-12 ON JULY 4TH, 2024**

WHEREAS, the City of Lander celebrates Independence Day each year; and

WHEREAS, the celebration on the 4th of July is city-wide; and

WHEREAS, City Code 2-2-12 (b) allows the City Council to designate special days in which the open container law can be waived.

WHEREAS, the City Council feels that waiving the open container law within the City limits of Lander is in the best interest of the City of Lander.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, that the open container law for July 4, 2024 be waived to allow open containers throughout the City of Lander on Independence Day from 9:00 a.m. to 12:00 midnight.

PASSED, APPROVED AND ADOPTED the 11th day of June, 2024.

THE CITY OF LANDER
A Municipal Corporation

ATTEST:

By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on June 11, 2024, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Tami Hitsheew, City Clerk

GRANT ARPA WS-1105

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

- 1. **Parties.** The parties to this Reimbursement Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82002, and the grant recipient, City of Lander (Grantee), whose address is: 240 Lincoln St, Lander, WY 82520.
- 2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI will disburse State and Local Fiscal Recovery Funds (Grant Funds) pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18. Grant Funds disbursed under this Agreement shall reimburse only expenditures for the Project approved by the State Loan and Investment Board (the Board) pursuant to Chapter 42 of the Board’s rules.
- 3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the end of the period during which the Inspector General for the U.S. Department of the Treasury may audit the State’s use of ARPA Funds.
- 4. **Payment.**
 - A. OSLI shall disburse Grant Funds to the Grantee to reimburse Project expenditures. Total reimbursements under this Agreement shall not exceed three million dollars (\$3,00,000.00). Disbursements from OSLI shall be made within forty-five (45) days after submission of an invoice.
 - B. Should the reimbursement requested by the Grantee fail to comply with all federal and State laws, Board rules, and the terms and conditions set forth in this Agreement, OSLI shall not disburse Grant Funds.
- 5. **Responsibilities of Grantee.** The Grantee agrees:
 - A. **Drawing Funds.**
 - (i) The Grantee shall request reimbursement only for expenses incurred completing the Project described in the application attached to and incorporated into this Agreement as Attachment A.
 - (ii) The Grantee shall submit a request for reimbursement accompanied by invoices and supported by adequate proof that such obligations are due and

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

- B. Construction.** The Grantee shall:
- (i) Make arrangements for appropriate professional supervision and management of the Project.
 - (ii) Provide to OSLI all project plans and specifications.
 - (iii) Be solely responsible for its compliance with all applicable state statutes, including but not limited to, state statutes regarding local preferences, procurement, accounting, and contractor retainage accounts.
 - (iv) Provide the OSLI with access to all information on all aspects of the project and make available for inspection such documents and reports on the progress of the work and on the results of tests of materials and workmanship or other information as may be requested by the OSLI.
 - (v) Establish payment schedules providing that all work shall be completed prior to December 31, 2026.
 - (vi) Ensure that all Grant Funds are encumbered by October 1, 2024 and expended by December 31, 2026.
 - (vii) If the Project has not been bid before the Effective Date, submit to OSLI the following materials prior to issuing an advertisement for bids:
 - (a) An attorney’s title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the Project have been secured and recorded;
 - (b) Engineer’s cost estimate and proposed construction budget for the Project;
 - (c) Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
 - (viii) The Grantee shall keep OSLI staff informed on a contractor’s plan for use of a Retainage Account pursuant to Wyo. Stats. §§ 16-6-702, -704, and -705. The Grantee shall provide to OSLI Retainage or Interest Bearing account documentation in order for OSLI to send retainage funds to the Grantee for deposit in the contractor’s identified retainage account.

- (ix) The Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request pursuant to Wyo. Stat. § 16-6-1001(a)(iv).
 - (x) The Grantee shall submit Final Payment Documentation to OS LI pursuant to Wyo. Stats. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.
 - (xi) Prior to ordering a change to the project, the Grantee shall submit proposed changes to OS LI for review. The State shall have a minimum of five (5) business days to review the proposed change. Upon written approval of OS LI, the Grantee shall execute an amendment or change order to affected agreements. If the Grantee executes an amendment or change order without OS LI approval, OS LI reserves the right to withhold reimbursement for such a request until it is able to confirm the change complied with Board rules and all relevant federal and State laws. If the change does not comply with Board rules and all relevant federal and State laws, OS LI shall not disburse any funds for expenses related to the change.
- C. The Grantee shall establish and maintain sufficient internal controls to ensure that Grant Funds are spent in accordance with this Agreement, Board rules, and all State and federal laws.
- D. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with any applicable provisions of Wyo. Stat. § 16-6-1001 and all applicable state procurement laws.

6. **Responsibilities of OS LI.** OS LI agrees:

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

7. **Special Provisions.**

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

(14) days to OSLI. In the event the Grantee does not repay the Grant Funds, the obligation shall be booked as a debt of the Grantee owed to the State of Wyoming. The Grantee further agrees to provide OSLI, upon request, a full and complete accounting as to the use of the Grant Funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the OSLI within a reasonable time.

- C. State Inspection of Records.** OSLI, or another approved designee of the Board, may perform an audit or examination of the books and records of the Grantee at any time and without notice, and that the Board or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- D. Federal Audit and Access to Records.** The Inspector General for the U.S. Department of the Treasury shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. Board Rules.** The grant and this Agreement are governed by Chapter 42 of the Board’s rules and subject to all applicable provisions therein. In the event of any inconsistency between this Agreement and the Board’s rules, the Board’s rules shall control.

8. General Provisions.

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

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

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, and Attachment A, consisting of twenty two (22) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. No Employment Relationship.** The Grantee shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of its duties under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or

similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

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

contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:

Jenifer E. Scoggin, Director

Date

GRANTEE:
City of Lander

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Supervising Attorney General

05-24-2024

Date

Instructions for Waiver under W.S. § 16-6-1001

1. Authority

- a. W.S. § 16-6-1001(a): "Unless otherwise prohibited by federal law, any funds appropriated to or authorized for expenditure by a public entity for capital construction projects shall be subject to the restrictions of this section."
- b. Please consult W.S. § 16-6-1001(a)(i) for the preference requirements. These instructions cover only the waiver process and do not provide guidance for complying with the preference requirements. These instructions are intended only for convenience and do not constitute legal advice. Consult all relevant statutes to ensure full compliance with Wyoming law.

2. Written Determination

- a. The the preference requirements in W.S. § 16-6-1001(a)(i)(B) may be waived for any part of the subcontract work to be performed under the contract, provided certain conditions are met. If waived in part, the remaining value of the total subcontract work to be performed under the contract is still subject to the preference requirement. Such waiver requires a written determination of at least one of the following:
 - i. The work to be performed is specialized or of such a scale that it can be more suitably performed by out-of-state contractors;
 - ii. The bid amounts submitted by responsible Wyoming subcontractors exceed one hundred five percent (105%) of the costs of out-of-state providers for equivalent quality of work or services;
 - iii. The enforcement of the requirement would unreasonably delay completion of construction; **or**
 - iv. There were insufficient responsible Wyoming contractors submitting bids to make the seventy percent (70%) requirement.
- b. The bid requirements for procurement of furniture or movable equipment located in W.S. § 16-6-1001(a)(ii)(A) may be waived by political subdivisions pursuant to W.S. § 16-6-1001(a)(ii)(D). Such waiver requires a written determination that the furniture or movable equipment requirements of the project are so specialized or that an item or type of furniture or movable equipment is so unique or uncommon that failure to waive the requirements would materially impair the functionality of the project.

3. Written Approval

- a. Any waiver of preference requirements for alternate design and construction delivery methods located in W.S. § 16-6-1001(a)(i)(B) shall be approved in writing by the following persons:
 - i. For projects to be completed by the state of Wyoming, by the director of the State Construction Department;
 - ii. For projects to be completed by the University of Wyoming, by the president of the University and the president of the Board of Trustees;
 - iii. For projects subject to review by the State Construction Department under title 21 of Wyoming statutes, by the director of the State Construction Department and the chairman of the Board of the School Facilities Commission;
 - iv. For projects completed by a community college, by the community college president and its chairman of the board of trustees; and
 - v. For all other projects, by the respective governing body.
- b. Any waiver of bid requirements for procurement of furniture or movable equipment located in W.S. § 16-6-1001(a)(ii)(A) shall be approved in writing by the governing body of the political subdivision pursuant to W.S. § 16-6-1001(a)(ii)(D).

4. Notice

- a. Any approved waiver shall be provided to the Governor.
- b. Notice of all approved waivers shall also be published on a website maintained by the state construction department, including a statement of the grounds for the waiver.

Certification Statement
W.S. §§ 16-6-101, et seq., 16-6-201, et seq., & 16-6-1001

W.S. § 16-6-101, et seq. PUBLIC WORKS AND CONTRACTS

Contracts for construction, major maintenance, or renovation of any public structure or for any public work or improvements, if advertisement for bids is not required, shall be let to a resident of the state of Wyoming. If advertisement for bids is required, 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. "Resident" means as defined in W.S. § 16-1-101(a)(i). A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of his certificate of residency with his bid.

W.S. § 16-6-201, et seq. PREFERENCE FOR STATE LABORERS

Wyoming labor shall be used on public works projects. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for employment from within the state or are not qualified to perform the work involved. The contract shall also contain a provision requiring specific acknowledgement of the requirements of W.S. § 16-6-203.

W.S. § 16-6-1001 CAPITAL CONSTRUCTION PROJECTS

Applicants must comply with all applicable provisions of W.S. § 16-6-1001. Certain provisions may be waived pursuant to that section.

Successful applicants for funds from the Office of State Lands and Investments for public works or capital construction projects must provide the signed statement below to the Office prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the applicant has complied with W.S. §§ 16-6-101, et seq., 16-6-201, et seq., and 16-6-1001 unless otherwise noted below.

1. W.S. § 16-6-1001

- Complied with W.S. § 16-6-1001(a)
- Waiver approved; attach copy of written waiver provided to Governor
- N/A

2. W.S. § 16-6-101, et seq.

- Complied with W.S. § 16-6-101, et seq.

3. W.S. § 16-6-201, et seq.

- Complied with W.S. § 16-6-201, et seq.

Date: _____

Signature

Title

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE LANDER
CHAMBER OF COMMERCE AND THE CITY OF LANDER

1. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between and the LANDER CHAMBER OF COMMERCE of Lander, Wyoming, hereinafter referred to as “Chamber”, whose address is 100 North 1st Street, Lander, WY 82520 and The City of Lander, hereinafter referred to as “City”, whose address is 240 Lincoln Street, Lander, WY 82520.
2. The purpose of this MOU is to outline certain services the Chamber will furnish to the City; and conversely the City shall provide services and financial support to the Chamber. Both parties agree herein that any and all services provided by each party shall be mutually beneficial.
3. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and remain in effect for a term of 4 years until June 30, 2028 or until terminated in writing by either party as hereinafter set forth.
4. The Chamber shall provide the following:
 - a. Promotion and Marketing
 - i. The Chamber shall market Lander as a premier destination for travel, business, and events. This includes promotion of and to chamber members, local businesses, visitor services, and tourism support.
 - ii. Provide City with advertising information for Chamber events and functions for the digital signs by filling out the City application.
 - b. Visitor Support Services
 - i. The Chamber shall provide welcome bags for events, distribute visitor information packets, and produce an annual travel and relocation guide.
 - ii. The Chamber shall operate the Lander Visitor Center Monday through Friday and additionally on Saturdays from Memorial Day through September, maintain public restrooms, and ensure their accessibility during business hours.
 - c. Reporting and Financial Management
 - i. The Chamber shall provide quarterly updates to City staff and council on visitor services, including in-office contacts, welcome bags, and visitor information packets.
 - ii. The Chamber shall responsibly manage the City’s annual contribution of \$15,000 for the services outlined in this MOU. The

Chamber may present a budget request in excess of \$15,000 during the City's annual budget process.

- iii. The Chamber shall responsibly manage the Tourism Asset Development (TAD) Grant budget and program with a review committee as allowed for in the WRVC TAD Program.
- iv. The Chamber will keep City staff and council members informed of news, functions, and events.
- v. The Chamber will allow the council liaison to attend Chamber meetings as long as there is a financial obligation

~~4. The Chamber shall provide the following:~~

- ~~a. Chamber members, Business, Visitor Services, and tourism support defined by Chamber Convention, relocation, and visitor information packages.~~
- ~~b. Director, or approved Chamber Board member, to act as City appointed member to the Wind River Visitors Council.~~
- ~~c. Maintain a Chamber website and social marketing media, including, but not limited to, community calendars.~~
- ~~d. Promote the City of Lander as a destination for travel, business, and banner events, including but not limited to conferences, and sports and recreation events; including but not limited to:

 - ~~i. Attend Wyoming Tourism conference~~
 - ~~ii. Market Lander with print material, social media, website, newsletter, etc. and track data for City budget purposes.~~
 - ~~iii. Attend local and state conferences as identified by the Chamber to distribute travel packets, maps, brochures, amenities, and other print material.~~
 - ~~iv. Develop a convention promotional packet with information on Hotel scheduling, food/catering availability, LCCC and other conference venues, golf, casino and other local activity packages through promoting and working with their membership.~~
 - ~~v. Communicate to the City the number of contacts for tourism and travel and LCCC bookings on a minimum frequency of an annual basis;~~
 - ~~vi. Present an itemized budget request to the City annually.~~~~
- ~~e. Perform maintenance and bookings for stage located at Jaycee Park.~~
- ~~f. Obtain prior approval from City for Chamber to purchase equipment, signage, Christmas lights or decorations, or other similar items or property, which may be used, installed, and maintained by the City.~~

5. The City shall provide the following:

- a. Promotion and Marketing:
 - i. Recognize the Lander Chamber of Commerce as the City's official business organization.
 - ii. Display Chamber events and functions on digital signs, as requested by Chamber staff, at no fee.

- b. Visitor Support Services:
 - i. Refer inquiries regarding welcome bags, visitor information packets, and travel and relocation guides to the Chamber.
 - ii. Recognize the Lander Chamber of Commerce as the City’s official visitor center and provider of tourism support services.
- c. Reporting and Financial Management:
 - i. Add Chamber of Commerce to City Council agendas to provide updates upon request of the Chamber.
 - ii. Make an annual contribution of no less than \$15,000 for the services outlined in this MOU. The Chamber may present a budget request in excess of \$15,000 during the City’s annual budget process.
 - iii. The City will provide a member for the Tourism Asset Development review committee.
 - iv. Provide the Chamber with updated contact information for City staff and council members annually so they are kept up to date on news, functions, and events.
 - v. The City will provide a council liaison to Chamber board as long as there is a financial obligation.

- 5. ~~The City shall provide the following:~~
 - a. ~~Annual contribution of no less than \$15,000 for services outlined above. The City will allow the Chamber to present a budget request in excess of \$15,000 during the annual budget process.~~
 - b. ~~Send merchant, visitor, and convention referrals to Chamber.~~
 - c. ~~Recognition of the Chamber as the City’s official business chamber, visitor center, and tourism support.~~
 - d. ~~Any Chamber purchased equipment, signage, Christmas lights or decorations, or other similar items shall be used, installed, and maintained by the City as those items were intended.~~
 - e. ~~Allow Chamber volunteer labor to be performed within the limits of the City of Lander and said volunteer labor shall have prior approval by the City and mutually agreed to by both parties.~~
 - f. ~~Donations made to the Chamber for the benefit of the City for beautification, tourism, and business development shall be first given to the City and then paid to the Chamber.~~

6. PRINCIPAL CONTACTS OF THE PARTIES

City of Lander
 Rachelle Fontaine, City Clerk
 240 Lincoln Street
 Lander, Wyoming 82520
 Phone: 307-332-2870
 Fax: 307-332-1554
 Email: rfontaine@landerwyoming.org

Lander Chamber of Commerce
 Owen Sweeney, CEO
 100 North 1st
 Lander, Wyoming 82520
 Phone: 307-332-3892
 Fax: 307-332-3548
 Email: director@landerchamber.org

7. GENERAL PROVISIONS

- a. Amendments. This MOU constitutes the entire agreement between the parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all the parties.
- b. Applicable Law. The constitution, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the District Court of Fremont County, Wyoming.
- c. Termination. This MOU may be terminated without cause by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
- d. Entirety of Agreement. This MOU, consisting of Four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- e. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- f. Sovereign Immunity. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. §1-39-101 et seq. by entering into this MOU. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU, available to it pursuant to W.S. §1-39-104 (a) and all other state law.

SIGNATURES. IN WITNESS WHEREOF, the parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signatures last affixed to this page.

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

CITY OF LANDER:

BY:

Monte Richardson

ATTEST:

Rachelle Fontaine, City Clerk

LANDER CHAMBER
OF COMMERCE, Lander, Wyoming

BY:

CEO

ATTEST:

Title:



June 4, 2024

Honorable Monte Richardson, Mayor
Honorable Members, City Council
City of Lander
240 Lincoln Street
Lander, WY 82520

Re: Lander Chamber MOU for Visitor Center Operations and Tourism Support Services

Dear Mayor Richardson and Members of the City Council:

The Lander Chamber of Commerce plays a vital role in promoting Lander, the Wind River Indian Reservation, and all of Fremont County as a tourism destination.

Since opening the current Lander Visitor Center and Business Complex in summer 2018, the Lander Chamber has assisted thousands of walk-in visitors (2,042 in 2023 and 365 so far in 2024); answered thousands of phone, email, and social media inquiries; assembled thousands of welcome bags for local organizations and businesses hosting events and meetings; mailed hundreds of visitor information packets; as well as designing, publishing, and distributing thousands of copies of the Destination Lander Travel & Relocation Guide.

We also manage, on behalf of the City of Lander and in partnership with the Wind River Visitors Council (WRVC), the Tourism Asset Development (TAD) Grant Program, the only program of its kind in all of Wyoming. Each year here in Lander the TAD Grant Program allocates tens of thousands of dollars of state and county lodging tax proceeds to non-profit and civic organizations whose events and programs attract visitors to Lander. Through the years, there have been few events and programs hosted in Lander that have not been supported by a Lander Chamber TAD Grant. Moreover, so successful have our efforts been in managing the program and overseeing public funds, that the WRVC has adopted our procedures for required use by all Fremont County municipalities participating in the TAD Grant Program.

Very recently, we also completed an update of the Lander Front Map, a project that began initially as a partnership between NOLS and the Lander Chamber. Now solely a project of the Chamber, with several Lander area supporting partners, the Lander Front Map details all of the trail systems in and around Lander, including Sinks Canyon State Park/Shoshone National Forest, the Bus Loop, Johnny Behind the Rocks, Wild Iris, Red Canyon, Beaver Creek, and the Loop Road. It is the single most popular tourism resource that we distribute from the Lander Visitor Center, and it has earned the reputation as the “go-to” map for visitors and locals alike who are eager to enjoy, appreciate, and treasure Lander’s natural beauty. A project that took more than two years to complete, the updated Lander Front Map is a key component of supporting and promoting Lander’s outdoor recreation tourism economy.

Lander Chamber of Commerce
100 N 1st St., Lander WY 82520 | 307.332.3892 | owen@landerchamber.org

City of Lander Mayor and Council
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June 4, 2004

As you can imagine, there are significant costs associated with providing all of these services. Here is a partial list of the costs the Lander Chamber has incurred operating the Lander Visitor Center and providing related tourism support services throughout 2023-2024:

- Destination Lander Travel & Relocation Guide design and content creation.....\$6,619
- Destination Lander Travel & Relocation Guide printing and shipping.....\$7,026
- Lander Visitor Center additional summer staff - May through September.....\$6,300
- Lander Visitor Center professional cleaning.....\$3,000
- Lander Visitor Center utilities.....\$6,000
- Tourism Asset Development (TAD) Grant Program management.....\$3,725
- City-Appointed Representative to WRVC Joint Powers Board (President).....\$19,000
- Welcome/SWAG Bag assembly for Lander events, conferences, meetings, etc.....\$1,575
- Lander Front Map Update project management..... \$10,475
- Lander Front Map Update consulting, cartography, design, printing, shipping.....\$7,977
- **TOTAL.....\$71,697**

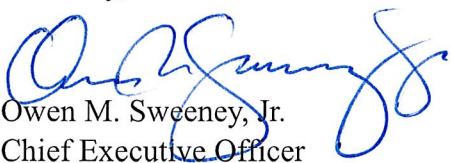
These costs and others have been offset largely by a combination of Travel & Relocation Guide ad sales, Lander Front Map sponsorships, TAD Grants, and the City of Lander’s annual contribution required by its current MOU with the Lander Chamber.

Given the critical contribution the Lander Chamber of Commerce plays in promoting and supporting all of Wind River Country’s tourism economy, the board of directors and I respectfully request the City to continue its MOU, including an annual contribution of \$15,000, with the Chamber to provide Lander Visitor Center operations and tourism support services through 2028.

If you have any questions, please contact me at your convenience.

Thank you for your time and consideration of our request.

Sincerely,


Owen M. Sweeney, Jr.
Chief Executive Officer

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 11 day of June 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Joel Otto, whose address is 2946 Sinks Canyon Rd, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let, and demise unto the Lessee Space No. 206 , 50 feet by 60 feet consisting of approximately 3,000 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for fifteen (15) years commencing on the 1st day of January, 2025, and terminating on the 31st day of December, 2040 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

5. **RENTAL FEE.** Lessee shall pay to Lessor \$450.00 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this Lease shall be \$0.156 (2024 rate) per square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1st, then the first year shall be prorated on a daily basis. The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. **AIRCRAFT OWNERSHIP.** Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 206

Plane Number: N74416
Manufacturer: Grumman American
Year/Model: 1976 AA5B Tiger
Registered Owner(s): Joel C. Otto
Address of Lessee: 2946 Sinks Canyon Rd, Lander, WY
Business Phone of Lessee:
Cell Phone of Lessee: 307 349-6886
Email of Lessee: jotto@lisco.com

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

7. **ACCESS CODES.** Airport access codes are not to be given out to the general public by either party.

8. **CONDITION OF PREMISES.** Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.

9. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for aviation purposes. The Lessee shall have the right to occupy and use the premises for the purpose of an airplane hangar, and the storage of airworthy aircraft, or an aircraft that may be made airworthy in a reasonable amount of time as determined by the Airport Board, and necessary aircraft parts, paraphernalia, and accessories.

Routine owner aircraft maintenance and care are allowed.

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

Lessee's guests, agents or employees of Lessee are not permitted to park their motor vehicles in or around the outside of the hangar or on the leased premises or

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

on other airport property, except when the aircraft is being used, maintained, or repaired.

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

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

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

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

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

11. **CONSTRUCTION OF NEW HANGARS.** Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances, and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

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

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

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

14. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the Airport Board and "as built" plans of the locations of such utility lines shall be provided to the Airport Board and the City of Lander Public Works Director. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.
15. **SNOW REMOVAL.** The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.
16. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-airport site.
17. **INSPECTION.** Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The Lander Airport Board, its agents and representatives shall have an unrestrictive right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
18. **ADDRESSES FOR NOTICES.** All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
 240 Lincoln Street
 Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Joel Otto _____
 Address: 2946 Sinks Canyon rd, Lander, WY 82520 _____
 Email: jotto@lisco.com _____ Phone: 307-349-6886 _____

19. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to store an aircraft in the hangar for more than 45 days in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.

- 20. **ENVIRONMENTAL.** Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.

- 21. **TAXES.** Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee’s personal property.

- 22. **BREACH – OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:
 - A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.

 - B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.

 - C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.

 - D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - (1) **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.

 - (2) **Termination.** If such payments are not made within thirty (30) days after said notice, this Lease and Lessee’s rights hereunder shall, at the election of Lessor, forthwith terminate.

- 23. **DEFAULT AND TERMINATION.**

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.
- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.
- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the hangar from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the hangar within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's hangar from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the hangar foundation, floor or apron should be left in-place if it is in suitable condition for use with a new hangar but should be removed from the premises if it is not.
- E. This Agreement may also be terminated upon mutual written agreement by the parties.
- F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
24. **LOSS OR DESTRUCTION.** In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay the Lessee any rent theretofore paid by Lessee

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with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee's own expense, and the Lease shall continue in force and effect. If the hangar cannot be repaired within one hundred twenty (120) days, then the Lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.

25. **ATTORNEY'S FEES.** In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
26. **ADDITIONAL COVENANTS.**
- A. **COMPLIANCE WITH LAWS.** Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
- B. **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
- C. **NONWAIVER.** Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- D. **NON-DISCRIMINATION.**
- (1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
 - (2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
 - (3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.
- E. **REQUIREMENTS OF THE UNITED STATES.**

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- (1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.
- (2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee's hangar. The relocation of Lessee's hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee's hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible at a request the move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee's hangar according to the above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.
- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.
- (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.
- F. **CORPORATIONS.** If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- G. **RETENTION OF GOVERNMENTAL IMMUNITY.** By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.

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- H. **WYOMING LAW.** This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- I. **SEVERABILITY.** If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- J. **NO THIRD-PARTY BENEFICIARY INTENDED.** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- K. **HEADINGS.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- L. **ENTIRE AGREEMENT.** This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

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

SIGNATURES ON FOLLOWING PAGE

**LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT**

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Joel Otto

BY:

Mayor Monte Richardson

Signature

ATTEST:

City Clerk Rachelle Fontaine

Signature

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

My commission expires: _____

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

My commission expires: _____

Notary Public



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)
05/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avemco Insurance Company 8490 Progress Drive, Suite 200 Frederick, MD 21701	CONTACT NAME: Avemco Insurance Company PHONE: 800-638-8440 FAX: 800-863-3338 (A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS: avemco@ave.com	
PRODUCER CUSTOMER ID No.		

INSURED Joel Otto 2946 Sinks Canyon Rd Lander, WY 82520	INSURER(S) AFFORDING COVERAGE		%	NAIC No.
	INSURER A: AVEMCO INSURANCE COMPANY		100%	10367
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:			
POLICY TYPE INDUSTRIAL AID <input type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> PLEASURE & BUS <input type="checkbox"/> COMMERCIAL <input type="checkbox"/>				LINE OF BUSINESS SUBCODE AIRPLANE <input checked="" type="checkbox"/> HELICOPTER <input type="checkbox"/> MIXED FLEET <input type="checkbox"/> EXCESS <input type="checkbox"/> QUOTA SHARE <input type="checkbox"/>							
				LIABILITY ONLY <input checked="" type="checkbox"/> HULL & LIABILITY <input type="checkbox"/> HULL ONLY <input type="checkbox"/>							

AIRCRAFT INFORMATION		ACORD 333, Aircraft Schedule attached			
YEAR 1976	MAKE GRUMMAN AMERICAN AVN. CORP.	MODEL AA-5B	SERIAL NUMBER	REGISTRATION NUMBER N74416	
TERRITORY:					

AIRCRAFT COVERAGES							
INSURER LETTER A	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED (Y / N)	SUBROGATION WAIVED (Y / N)		
	230120806301	03/29/2024	03/29/2025	Y	Y		
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO	
AIRCRAFT HULL	<input type="checkbox"/> All Risk Ground & Flight <input type="checkbox"/> Ground Not In Flight	<input type="checkbox"/> Ground Not In Motion	\$	AGREED VALUE	\$	Ded. - Not in motion Ded. - In motion	
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> Including Passengers <input type="checkbox"/> Excluding Passengers		\$ 500,000	EA OCC EA PASS	\$ 100,000	EA PER AGGR	
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW <input type="checkbox"/> EXCLUDING CREW		\$	EA PER	\$ 3,000	EA PASS	
COVERAGE	CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
				\$		\$	
				\$		\$	
				\$		\$	
				\$		\$	
				\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEE ATTACHED ENDORSEMENT 125301

CERTIFICATE HOLDER City of Lander 240 Lincoln Street Lander, WY 82520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MARCI L VERONIE
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