	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, May 12, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	AGENDA		

Join Zoom Meeting

<https://us06web.zoom.us/j/83348403497>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING New Restaurant Liquor License Application For Wind River Pizza, LLC D/B/A Wind River Pizza Company 680 Main Street, STE C Lander, WY LOT 11-12, BLK 13, Original Town Of Lander Commercial District

- 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 April 14, 2026 City Council Meeting Minutes

- [B.](#) Approve April 28, 2026 City Council Special Meeting Minutes
- [C.](#) Approve April 28, 2026 City Council Work Session Meeting Minutes
- [D.](#) Approve Bills and Claims

8. NEW BUSINESS (NON-ACTION ITEMS)

- [A.](#) Read the proposed FY 2026-2027 City of Lander Budget into the minutes.

9. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Authorize renewal of Local Government Liability Pool liability insurance coverage FY 2026 2027 in the amount of \$41,537.00 payable in July 1, 2026.
- [B.](#) Approve S 26.01 Phase 2A Riverwood Estates Subdivision
- [C.](#) Approve Lander Municipal Airport Hangar Space Land Lease Agreement between the City of Lander and Joel and William Otto for space 201.
- [D.](#) Approve New Restaurant Liquor License Application for Wind River Pizza LLC, D/B/A Wind River Pizza Company, 654 Main Street, Lander, WY 82520 Block 13 E1/2 Lot 14 & Lot 15, Original Town Of Lander, C General Commercial District and authorize the Clerk to approve but not issue the license until such time as Wind River Pizza Company becomes fully operational and has satisfied the State Liquor Division requirements.
- [E.](#) Approve Resolution 1384 Approving Industry Representative Support For The Annual Lander Brewfest Event On June 12 And 13th 2026, Pursuant To W.S.§ 12-5-402
- [F.](#) Appoint the City of Lander Official Voting Delegate and alternate to WAM's Summer Convention Business Meeting June 4, 2026.

10. UNFINISHED BUSINESS (ACTION ITEMS)

- [A.](#) Approve third and final reading of Ordinance 2026-1 Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2026.

11. UNFINISHED BUSINESS (NON ACTION ITEMS)

- [A.](#) Council Discussion concerning proposed Ordinance 2025-13 Repealing City Of Lander Municipal Code Title 2 –Sale, Licensing and Use Of Alcoholic and Malt Beverages, Sections 2-1-1 Through 2-5-1 in its Entirety and Replacing It With Title 2 – Sale, Licensing and Use Of Alcoholic and Malt Beverages Sections 2-1-1 Through 2-6-1

12. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

6:00 P.M. Tuesday, May 26, 2026, City Council Chambers

6:00 P.M. Tuesday, June 9, 2026, City Council Chambers

Work Sessions:

All meetings are subject to cancellation or change.

**THE CITY OF LANDER
240 LINCOLN ST
LANDER, WY 82520
TELEPHONE 307-332-2870**

**NOTICE OF APPLICATION FOR
NEW RESTAURANT LIQUOR LICENSE
RESTAURANT #10**

Notice is hereby given that on the 22nd day of April, 2026, Wind River Pizza, LLC, d/b/a Wind River Pizza, LLC, 654 Main St., Lander, Wyoming, filed an application for a new restaurant liquor license in the office of the Clerk of the City of Lander, Wyoming for the following described place and premises, to-wit:

RESTAURANT LIQUOR LICENSE

Restaurant Liquor License #10


Wind River Pizza, LLC, d/b/a Wind River Pizza, LLC, 654 Main St., Lander, WY 82520 Application Filed on the 22nd day of April 2026.

Proposed Location: BLOCK 13 E1/2 LOT 14 & LOT 15, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT

Any protests, if any there be, against the issuance of such license will be heard during the public hearing held during the City Council meeting at the hour of 6:00 p.m. on the 12th day of May 2026, at the Lander City Hall Chambers 240 Lincoln, St, Lander, Wyoming 82520.

Rachelle Fontaine
City Clerk

PUBLISH: Lander Journal
April 25, 2026, and May 2, 2026

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, April 14, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. CALL TO ORDER Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn (arrived at 7:04 PM), Julia Stuble, Melinda Cox, and Mayor Missy White. COUNCIL MEMBERS ABSENT: Chad Cassady. Declaration of a quorum. STAFF PRESENT: Police Chief Kelly Waugh, Assistant Public Works Director Hunter Roseberry, Assistant Mayor RaJean Strube Fossen, City Treasurer Kristy Koehn, City Clerk Rachelle Fontaine.

2. APPROVAL OF AGENDA

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

Council Member Stuble made a motion to amend the agenda order and move #7 New Business (Non-Action) Items A. Administer the oath of office and swear in Levi Martson as Captain of the Lander Police Department. and B. Update on State Land Swap Enrolled Act 39 to #3 before Communication from the floor and switch the order of the items, seconded by Council member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble. Motion passed.

Council Members voting Yea on the motion as amended: Larsen, D Hahn, Cox, Stuble. Motion passed.

3. NEW BUSINESS (NON-ACTION ITEMS)

A. Update on State Land Swap Enrolled Act 39

Assistant Mayor, RaJean Strube Fossen provided an update on State Land Enrolled Act 39. She explained that one 28.94-acre parcel has already been exchanged from the Wyoming Department of Health to WYDOT for future WYDOT use, while a separate 90.87-acre parcel is only reserved for possible residential development and remains state-owned. No development is imminent. WYDOT’s project is still years away, and any housing proposal would require a lengthy state land transfer process followed by City subdivision, rezoning, and infrastructure review. Overall, the meeting described the legislation as a significant opportunity for Lander, but one that will require time, coordination, and careful planning.

B. Administer the oath of office and swear in Levi Martson as Captain of the Lander Police Department.

Chief Waugh addressed the Council, explained the hiring process and introduced Levi Martson. City Clerk Rachelle Fontaine administered the oath of office and swore in Levi Martson as Captain of the Lander Police Department.

4. COMMUNICATION FROM THE FLOOR

A. Public Comment. None.

5. MAYOR AND COUNCIL UPDATES

Council Member Larsen clarified a question raised at the Senior Center Board meeting about winter water usage. The City did not provide the extra running water this year because the frost never became deep enough to require it. He formally announced that he will not seek re-election for his council seat this year.

Council Member Cox expressed concerns about how often meeting schedules are changing. She suggested the council consider adding a regular work session or third meeting, as long meetings can cause fatigue and miscommunication.

Council Member Stuble said Councilmember Larson will be missed and supported the idea of adding a regular third Tuesday meeting instead of relying so often on special meetings. A more predictable

schedule would better serve the community, give staff and council more time to plan, and allow for fuller discussion of policy issues.

Stuble noted that none of her assigned groups had met since the last update, but she mentioned a productive small-group discussion with liquor license holders about Title II changes. She said that input from license holders and community members continues to be helpful as the council works toward future decisions on alcohol regulation.

Mayor White announced that continued discussion of Title II is now scheduled for the May 12th regular meeting and thanked everyone for their flexibility in finding a time that worked for the necessary participants. She reminded the council that Wyoming Outdoor Weekend will follow on May 15 and 16, and the WAM board meeting will be in Lander on May 14 and 15.

White praised Danielle and the City water crew for quickly responding to a sudden spike in water use at a resident’s home while the owner was out of town, saying the new system helped staff detect the issue and prevent further damage. She also commended the volunteer fire department for its recent work responding to house fires and noted the significant training that makes those responses possible. White mentioned writing a letter of support for the Town of Shoshoni’s application for recreation and tourism funding to improve and expand its shooting range, including archery facilities, and said the project would benefit the broader region.

6. STAFF REPORTS

Assistant Public Works Director, Hunter Roseberry said the City is closely watching fire risk, water levels, and utility conditions as summer approaches, and that reservoir levels currently look good. The new meter system is nearly complete and is already helping staff identify water issues more quickly.

Underground fiber construction is expected in parts of Lander. Roseberry gave updates on Lincoln Street, Jefferson Street Extension, and the Buena Vista project, which is planned to begin after the Fourth of July. Councilmember Hahn also raised concerns about low water pressure during recent fires, especially in higher areas of town, and staff said hydrant pressure data is tracked as part of City fire planning.

City Treasurer Kristy Koehn did not have a major update yet because most of her time has been spent working on the budget. She is reviewing department requests, gathering missing details, and meeting with staff to finalize information, with the goal of providing budget materials by the end of next week and a fuller update in two weeks.

City Clerk Rachelle Fontaine said the council may need to take a quick vote before the end of the month on the City’s health insurance provider for the coming year. If the City stays with its current provider, authorization to sign is needed by April 30, but final comparison numbers are still pending. They also noted that staff have spent significant time gathering bids and reviewing possible changes in coverage options and eligibility details. They are also exploring Rocky Mountain as a possible HRA administrator, but a concern remains because that option would cap the amount of HRA funds that can roll over. They said more review is needed before making a recommendation, because the City does not want long-term employees to lose any existing benefits.

7. CONSENT AGENDA

- A. Approve March 10, 2026, Lander City Council Meeting Minutes
- B. Approve March 24, 2026, Lander City Council Meeting Minutes
- C. Approve April 7, 2026, Lander City Council Special Meeting Minutes
- D. Approve Bills and Claims

ADAM E PHILLIPS ATTORNEY AT LAW Professional Fees 5,000.00 ADELLE SIMOM volleyball fall camp registration 765.00-ADELLE SIMON Check Reissue from October 2025 620.00 ADELLE SIMON Check Reissue from December 2025 765. ALSCO Community Center MicroTech Towels 43.38ALSCO Community Center Linens 180.26 ALSCO Community Center MicroTech Towels 44.71ALSCO Community Center MicroTech Towels 44 ARDURRA GROUP INC LND Apron construct design 4,625. ARTERY CONSTRUCTION fixed curb stop 515 Jefferson 1,170.00 ARTERY CONSTRUCTION Crushing Asphalt and Concrete at Lagoons 11,460.00 B & T FIRE EXTINGUISHERS Fire Extinguisher Testing LPD 2026 359.00 B&T FIRE EXTINGUISHERS Replacement Water Extinguisher from 145 Dup 302.91 B&T FIRE EXTINGUISHERS service 276.55 BARGREEN/ELLINGSON Cleaning supplies for City Hall 750.82 BILL JONES PLUMBING & HEATING INC Replacement water heater for LPD 2,252.58 BLACK HILLS ENERGY Acct #3608 1654 36 Natural Gas

MAR2026 678.27BLACK HILLS ENERGY Acct #3608 1654 36 Natural Gas MAR2026 788.67BLACK HILLS ENERGY Acct #3608 1654 36 Natural Gas MAR2026 2,787.17BLACK HILLS ENERGY Acct #3608 1654 36 Natural Gas MAR2026 557.70BLACK HILLS ENERGY Acct #3608 1654 36 Natural Gas MAR2026 3,453.83BLACK HILLS ENERGY Acct #3608 1654 36 Natural Gas MAR2026 52.19 BOBCAT OF THE BIG HORN BASIN INC jumper harness and shut off relay solenoid conn 147.15 BOYLE ELECTRIC Power run to PW vault to omit solar power 5,056.08 CENTRAL BANK & TRUST Petty Cash Reimbursement MAR2026 285.00CENTRAL BANK & TRUST Petty Cash Reimbursement MAR2026 281.50 CENTRAL BANK&TRUST Petty Cash Reimbursement MAR2026 15.10CENTRAL BANK & TRUST Petty Cash Reimbursement MAR2026 87.54 CITY PLUMBING & HEATING INC plumbing for new meter 291.57Total CITY PLUMBING & HEATING INC (105):291.57CITY SERVICE VALCON Jet A Fuel - Qty 5500 for Hunt Field Airport 19,138.30 COMMUNITY CENTER REFUNDS DEPOSIT REFUND 500.00 CROELL INC 3/4 minus gravel for Fremont ext.1,195.61CROELL INC 3/4 minus gravel for Fremont ext. 787.44 CROELL INC flow fill for Von Beiker sewer repair 1,463.00 DEALERS ELECTRICAL SUPPLY Replacement Main Street Decorative Lights 20,962.22DEALERS ELECTRICAL SUPPLY Main Street Decorative Lighting 4,986.67DEALERS ELECTRICAL SUPPLY Main Street light replacement 11,353.89 DICKINSON CREEK CO Annual dues 25.00 DRUG TESTING SERVICES LLC screening 165.00DRUG TESTING SERVICES LLC employee screening 165.00 ELK COUNTRY HOMES LOR Foundation Concession Stand Project at 21,000.00 ENGINEERING ASSOCIATES quiet title work 906.30 FREMONT COUNTY TREASURER JAIL BILL FOR FEBRUARY 2026 3,905.00FREMONT COUNTY TREASURER JAIL BILL 1,155.00 FREMONT COUNTY TREASURER Dispatch Police & Fire 20,670.00FREMONT COUNTY TREASURER Dispatch Police & Fire 686.25 FRONTIER PROPERTY MAINTENANCE Landscape Maintenance for Community Center 925.00 GOBLE SAMPSON ASSOCIATES INC ReNu 30 SEBS pump heads for chlorine pumps 1,497.00GOBLE SAMPSON ASSOCIATES INC qdos120 pump and pumphead 7,225.00 GROUND SOLUTIONS Wood fibar ground padding - City Park playgrou 7,975.00GROUND SOLUTIONS 2nd Half for completion of training 1,900.00-GROUND SOLUTIONS Travel Expense for Instructor 1,044.07 GROUND SUPPORT INTERNATIONAL 2nd Half of in person training 1,900.00GROUND SUPPORT INTERNATIONAL Travel for in person training 1,044.07HASCO INDUSTRIAL SUPPLY Legion Baseball Field - Backstop Repair. Angle I 204.63 HDR ENGINEERING INC Misc GIS Modeling 5,390.00 HDR ENGINEERING INC Buena Vista Final Design, Bidding and Start of 124,847.64HD HEALTH EQUITY Monthly Fee APR2026 147.70HEALTH EQUITY Monthly Fee APR2026 147.70 HIGH COUNTRY CONSTRUCTION Lincoln Street Construction 245,929.94 HILLMAN POWER SYSTEMS Yearly generator load bank test 536.00HILLMAN POWER SYSTEMS Yearly generator load bank test 520.00HILLMAN POWER SYSTEMS Yearly generator load bank test 925.00HILLMAN POWER SYSTEMS Yearly generator load bank test 880.00HILLMAN POWER SYSTEMS yearly generator load bank test 600.00 HOMETOWN OIL Premium unleaded fuel in bulk tank on PR-3. Fu 105.95 L N CURTIS & SONS Structure gloves for new member 128.79L N CURTIS & SONS wildland boots for two members 657.83 LANDER SENIOR CITIZENS CENTER March 2026 Expenses 1,746.67 MASTERCARD: APWA Registration 375.00 Sewing on patches for new hire 75.00 Union Wireless Cell Phones 48.96 Union Wireless Cell Phones 503.33 Union Wireless Cell Phones 335.74 Union Wireless Cell Phones 248.77 Union Wireless Cell Phones 26.99 Union Wireless Cell Phones 91.99 Chief Kelly Waugh Registration for Course MT-4,500.00 arbor day foundation membership 55.00 February 2026 2nd set of BacT sampling 75.00 cleaning supplies 106.28 Tote for Jamar 15.74 misc supplies 615.26 Meeting 37.48 wet test shipping sewer ponds 164.41 March 2026 1st set of BacT sampling 75.00 Uniforms 64.00 fuel WAM conference 50.16 Supplies 80.00 Spectrum Phone JAN2026 18.87 Spectrum Phone JAN2026 141.07 Acct#156821201 Spectrum Phone JAN2026 129.98 Acct #156821201 Spectrum Phone JAN2026 130.00 Acct#156821201 Spectrum Phone JAN2026 260.00 Acct#156821201 Spectrum Phone JAN2026 130.00 Acct #156821201 Spectrum Phone JAN2026 130.00 Acct #173012201 Spectrum Fiber FEB2026 300.00 Acct#173012201 Spectrum Fiber FEB2026 300.00 Printer Cable 10.49 Folgers Coffee Qty 8 to Stock Supply Room 75.92 Folgers Coffee Qty 8 to Stock Supply Room 75.92 plumbing for sewer ponds 63.34 plumbing parts for lccc 215.14 Paper for CID / TIPS training 31.53 pipe sling 50.49 hydraulic oil for pump 276.06 office supplies 160.80 hdmi cables for courtroom 54.13 Printer Scanner for Kelly's Office 324.00 Breakroom supplies 12.30 grinder 293.61 Pipe Sling 32.88 green marking paint 56.19 blue marking paint 65.70 250th flag 43.86 safety rain coat, Lance's card 69.95 cornhole bags, battery banks for meters, Lance' 134.20 Air freshener for the airport 23.99 Docking Stations 340.00 Carabiners for accountability tags and new gas 73.77 USB Docking Station 39.99 bulk coffee for the plant 53.84 PC Speaker 47.99 CR2032 3V batteries 5.86 Tap extractors1 94.00 Fraudulent Charge Refund 19.00- Fraudulent Charge Refund 19.10- Fraudulent Charge Refund 19.10- Cody worked on getting a broken tap out of the 380.00 City Park Playground - repair top caps, tire swin 1,795.29 WAM conference hotel 278.00 1 - DR Trimmer Brush Hog mowing cap; 2 - DR 39.68 Wyoming State Fire marshals Conference 161.90 Ignition coils 75.78 Demo Saw Blade for Water Dept Ductile Iron 79.19 1099 NEC Processing Fee 2025 Tax Year 2.30 Supplies 273.81 Prof fees 269.00 stain and paint brush's 91.01 second half of payment for swivel joint seal kits f 86.26 Hotel Rebate 6.28- Lumen Phone Charges Acct #: 333888956, 33 93.32 Lumen Phone Charges Acct #: 333888956, 33 214.73 Lumen Phone Charges Acct #: 333888956, 33 450.65 Lumen Phone Charges Acct #: 333888956, 33 131.00 hotel for WAM; didn't make it to Cheyenne, rem 157.07 hote en route to WAM 126.56 airfare RIW-IAD for WAM/NLC 1,143.79 Duane Plaque 75.00 Fire Department awards 1,105.75 WAM breakfast 9.21 gas wam 48.45 Ignition coil 34.48 gear puller 23.99 Water pump gasket 8.82 Blower motor resistor 42.33 tire shine for

funeral 33.26 Lodging WAM 316.03 BC4 Rotating Garment Mount 164.94 WAMCAT Spring Conference 300.00 Power run to PW vault to omit solar power 5,056.08 employee benefit 22.97 AWS for Stacker 21.67 Room for APWA Conference 211.68 2026 Statute books 168.00 sewer pond wet test shipping 179.95 wet test shipping sewer ponds 164.41 waste tracking manifest 216.63 Adobe Pro - Feb to May2026 - 1 Additional User 86.95 supplies - name plates 56.35 name plates for PD 189.05 Custodial Supplies for City Hall 22.99 cornhole boards 180.00 Acct #3024-9062730-001 Trash Removal FEB171.99 Acct #3024-9062730-001 Trash Removal FEB 187.55 Acct #3024-9062730-001 Trash Removal FEB 164.24 Acct #3024-9062730-001 Trash Removal FEB 1,067.85 Acct #3024-9062730-001 Trash Removal FEB 788.44 Probationary firefighter shield 73.45 Google Workspace FEB2026 1,101.58 Google Workspace FEB2026 1,101.57 Battery for JAMAR box 58.49 New AED Batteries for City AEDs in buildings 1,076.25 fuel WAM conference 37.12 Replacement LED Light Fixtures for City Hall 279.29 large print map 49.49 Clamshell, cloning cable and antenna for BK ra 567.00 tube 24.99 February 2026 Wastewater Sampling 345.00 Feb 2026 wastewater sampling 345.00 February 2026 Wastewater Sampling 345.00 February 2026 Wastewater Testing 345.00 Annual Dues 250.00 silicone and body plugs 43.56 Compression tester 258.99 batteries 288.31 Battery 164.24 oil and filter for MX-1 88.16 electric supplies. Charge on CC stmt is \$199.4 199.42 battery 144.83 Stock order 201.78 oil for ole red 9.78 carb kit, filter, 87.32 air brake dryer parts 109.33 filters 125.05 Ford radio tool 10.61 batteries 492.72 core return 32.00- Ignition coil 38.86 MDS solenoid and VVT 317.82 stock order 33.72 Butane fuel for torches 13.04 CV shaft 130.26 floor dry 96.70 coolant 64.62 PR-1 part list 156.56 Front CV Shaft 97.57 credit 48.24- stock order 130.91 radiator and hose 288.16 Postage Blood Test Kit 7.55 Blood Test Kit L26-00591 7.55 Postage for shipping red dot laser 15.75 DWUI Blood Kit To Crime Lab 7.55 Blood Kit Submission 7.55 Fuel for OI Red 48.06 E-coli testing for Feb. 2026 270.00 Postage - Dirt analysis for baseball fields to Stu 20.30 polywrap 8mil pipe wrap 352.80 water class for Russ 205.00 Baseball and Softball Field Soil Texture Analysis 24.00 Garden Expo Booth for City of Lander Tree Boa 67.28 Soil Texture Analysis Baseball and Softball Fi 140.00 8 gb USB drives Qty 2 25.98 meter spuds 92.61 Acct #142816 Vonage FEB2026 828.09 Acct #142816 Vonage FEB2026 828.08 Storage 40.00 Badge Covers 104.66 4 - 2 gallon buckets and lids for baseball and so 40.25 allen wrench set 32.39 Windshield wipers for wt7 26.98 hasp swivel 8.09 Thread cutting oil and oil dispenser 41.38 METRON FARNIER bare meters 4,339.72 MISC ONE TIME VENDOR COMPLIANCE CHECKS - NACHAZEL 140.00 MISC ONE TIME VENDOR TOBACCO COMPLIANCE CHECKS 130.00 MISC ONE TIME VENDOR CONDITIONAL USE PERMIT REFUND 500.00 MOTOROLA SOLUTIONS INC Programming of radio 294.29 NORCO INC Acct: GT871 Cylinder Rental FEB2026 92.96 OFFICE SHOP, INC. update service on large format printer 87.50 ONE CALL OF WYOMING Dig tickets for Feb. 2026 37.80 ONE STOP CARWASH Carwash MAR2026 29.42 PATRICK CONSTRUCTION INC Sewer main replacement at Von Bieker and Go 19,893.50 PAYMERANG LLC monthly fee 200.00 PHOENIX ENERGY CORP LOR Foundation Grant - Dillon Park Improveme 10,266.81 QUADIENT INC Postage Fees 62.49 RAMAKER & ASSOCIATES Cemetery Hosting 1,200.00 RAMS HEAD ESCROW SOLUTIONS Annual Payment for Maven Headquarters 133,949.7 RAMS HEAD ESCROW SOLUTIONS Maven Headquarters Annual Revenue Recaptur 1,513.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad Ordinance 2026-1 RR 26.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad - Police Captain RR 449.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad Police Captain LJ 540.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad - February 24 Minutes RR 65.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad - Ordinance 2026-1 RR 26.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad - Police Captain RR 540.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad - Police Captain LJ 540.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad - Open House RR 300.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad Open House LJ 300.00 RANGER-JOURNAL-WIND RIVER NEWS Legal Ad - Seasonal Positions LJ 240.00 RANGER-JOURNAL-WIND RIVER NEWS Unapplied Credit 416.00- DO EQUIPMENT CO fuel shutoff solenoid 144.59 RIVER OAKS COMMUNICATIONS CORP Franchise Attorney 1,134.50 RIVERTON TIRE & OIL CO tires 603.08 ROCKY MOUNTAIN POWER Acct #58604211-001 3 FEB2026 4,756.72 ROCKY MOUNTAIN POWER Acct #58604211-001 3 FEB2026 421.04 ROCKY MOUNTAIN POWER Acct #58604211-001 3 FEB2026 1,808.73 ROCKY MOUNTAIN POWER Acct #58604211-001 3 FEB2026 5,081.96 ROCKY MOUNTAIN POWER Acct #58604211-001 3 FEB2026 1,244.56 ROCKY MOUNTAIN POWER Acct #58604211-001 3 FEB2026 371.91 ROCKY MOUNTAIN POWER Acct #58604211-001 3 FEB2026 5,613.96 ROCKY MOUNTAIN POWER Acct #58604211-001 3 FEB2026 4,014.37 STOTZ EQUIPMENT No start 1,802.71 STRIKE CONSULTING GROUP Stream Measuring at Outfall 633.75 STRIKE CONSULTING GROUP Sewer Master Plan Work 1,467.50 STRIKE CONSULTING GROUP Meter Project Closeout 1,150.00 STRIKE CONSULTING GROUP Farthing Slip Project Eng 12,891.50 SUMMIT WEST CPA GROUP P.C. IT Services 1,250.00 TRANSOURCE TRUCK & EQUIPMENT INC rags 99.98 WALLER, TECIA Maintenance at LCCC and City Hall 3,400.00 WAMCO LAB INC. Wet testing for sewer ponds 2,200.00 WATER REFUND PATTERSON 161.99 WATER REFUNDS PARR OVERPAYMENT 70.08 WATER REFUNDS SWAIN 156.99 WATER REFUNDS KOSTREVA 181.58 WESTERN LAW ASSOCIATES Legal Services MAR2026 3,132.50 WESTERN PRINTING CO. Business Cards Officer Zimmerman 59.00 WESTERN PRINTING CO. Water Bills MAR2026 698.92 WHITING LAW PC Legal Services MAR2026 105.00 WILLIAM H SMITH & ASSOC Lincoln Street Construction 3,707.50 WILLIAM H SMITH & ASSOC Baldwin Creek Rd- Task 4b- ROW Analysis 5,165.00 WILLIAM H SMITH & ASSOC Baldwin Creek Road Final Design 28,605.00 WILLIAM H SMITH & ASSOC South 9th St Task 7-100% Final Design 5,050.00 WIND RIVER TRANSPORTATION AUTHORITY Detention Center Pass - February 2026 44.00 WIND RIVER

TRANSPORTATION AUTHORITY Detention Center Pass Program 44.00 WY CONFERENCE OF MUNICIPAL COURTS conference 225.00 WYDOT - FINANCIAL SERVICES WYDOT Fuel MAR2026 2,484.97 WYDOT - FINANCIAL SERVICES WYDOT Fuel MAR2026 667.84 WYDOT - FINANCIAL SERVICES WYDOT Fuel MAR2026 1,242.49 WYDOT FINANCIAL SERVICES WYDOT Fuel MAR2026 1,242.48 WYO-BEN INC. Envirogel for baseball fields 4,129.46 WYO-BEN INC. Charge for Extra Dops of Clay Material for ball fi 100. WYOGLOSS LLC left rear quarter glass and rear windshield 861.38 WYOMING ASSN OF RURAL WATER 810.0 WYOMING ASSN. OF MUN. NLC Registration - Missy White 372.50 WYOMING ASSN. OF MUN. NLC Registration - Missy White 372.50 WYOMING ASSN. OF MUN. Finance Services & Training 1,722.00 WYOMING ASSN. OF MUN. Finance Services & Training 1,722.00 WYOMING DEPT OF AGRICULTURE Wyoming weights and measures device registra 40.00 WYOMING DEPT OF AGRICULTURE Annual renewal of Commercial Kitchen LCCC 100.00 WYOMING RETIREMENT SYSTEM firefighter retirement system 712.50 Net Payroll 243,544.73 Aflac 467.29 Child Support 1,554.50 Colonial Life 71.65 Payroll Taxes 84,123.33 Deferred Comp 7,040.00 NCPERS 112.00 Trustmark Insurance Benefits 379.66 WEBT 83,451.63 Workers Comp 5,195.53 Wyoming Retirement System 63,765.67 Garnishment-Fremont County 141.77 Garnishment-Natrona County 757.23 Part time employee gross wages City Hall 1,278.50 Municipal Court 1,481.29 Police 979.00.

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

8. NEW BUSINESS (ACTION ITEMS)

- A. Appoint Jonathan Rensch to the Planning Commission

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

- B. Approve and authorize the Mayor to sign the Black Hills Energy Service Line Agreement dated February 16, 2026.

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

- C. Authorize Mayor to sign Rocky Mountain Power request 7443644 Street Lighting Agreement in the amount of \$17,414.60

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

- D. Authorize Mayor to sign Azora Master agreement and make annual payment of \$1500 for predefined SOW

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

- E. Approve and authorize the Mayor to sign the SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES in connection with the Buena Vista Water and Roadway Improvements Project

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

- F. Approve and authorize the Mayor to sign the Water Meter Replacement Project Change Order No. 1 with Metron-Farnier decreasing the contract price by \$11,449.00

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

- G. Approve and authorize the Mayor to sign the Lincoln Street Improvement Project Change Order No. 3 for High Country Construction, Inc., increasing the contract price by \$35,456.60.

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

9. OLD BUSINESS (ACTION ITEMS)

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

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

10. ADJOURNMENT

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

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

The City of Lander

By: _____
Missy White,
City of Lander Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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


CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Tuesday, April 28, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

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

2. **APPROVAL OF AGENDA** Moved by Council Member Larsen, seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, and Stuble. Motion passed.

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

A. Approve a motion to resume consideration and possible action on the motion for third and final reading and approval of Ordinance 2025-13, repealing City of Lander Municipal Code Title 2 – Sale, Licensing, and Use of Alcoholic and Malt Beverages, Sections 2-1-1 through 2-5-1, in its entirety, and replacing it with Title 2 – Sale, Licensing, and Use of Alcoholic and Malt Beverages, Sections 2-1-1 through 2-6-1. This item was previously postponed until April 14, 2026, to allow additional time for discussion and consideration, but was not taken up.

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

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

A. Approve motion to postpone third and final reading and final approval of Ordinance 2025-13 Repealing City Of Lander Municipal Code Title 2 –Sale, Licensing and Use Of Alcoholic and Malt Beverages, Sections 2-1-1 Through 2-5-1 in its Entirety and Replacing It With Title 2 – Sale, Licensing and Use Of Alcoholic and Malt Beverages Sections 2-1-1 Through 2-6-1 until May 26, 2026, with a work session discussion on May 12, 2026, to provide more time for discussion and consideration.

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

B. Authorize renewal of employee health insurance plan administered through Wyoming Educators Benefit Trust (WEBT) and authorize the Mayor to sign Employer Selection and Employer/Employee Contribution Split for FY 2026 2027

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

5. **ADJOURNMENT**

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

Being no further business to come before the Council, the meeting was adjourned at 6:10 PM.

The City of Lander

By: _____
Missy White,
City of Lander Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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

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307 SHREDDING LLC	shredding	75.00
Total 307 SHREDDING LLC (1483):		75.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		5,000.00
ALERT 360	Acct #33000198 Golf Course Monitoring APR2	296.16
Total ALERT 360 (1467):		296.16
ALEXANDER EXCAVATION	Demo House due to Fire	1,290.00
Total ALEXANDER EXCAVATION (21):		1,290.00
ALSCO	Comm Ctr Linens	415.74
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Comm Ctr MicroTech Towels	44.71
ALSCO	Comm Ctr MicroTech Towels	44.71
ALSCO	Comm Ctr MicroTech Towels	44.71
Total ALSCO (917):		594.58
ARDURRA GROUP INC	Apron Project	19,684.02
ARDURRA GROUP INC	Const mgmt services per task order	2,621.25
Total ARDURRA GROUP INC (1390):		22,305.27
ATNIP WELL & PUMP SERVICE INC	Test Pumping City Park Wells	800.00
Total ATNIP WELL & PUMP SERVICE INC (645):		800.00
B & T FIRE EXTINGUISHERS	Fire Extinguisher Charge L26-0151	41.00
Total B & T FIRE EXTINGUISHERS (43):		41.00
BARGREEN/ELLINGSON	Gas connector hose kit for gas grill at Dillon Par	339.14
BARGREEN/ELLINGSON	Gas Grill for Dillon Park - LOR Foundation Gran	8,787.81
BARGREEN/ELLINGSON	Mop heads for City Hall	31.23
Total BARGREEN/ELLINGSON (1047):		9,158.18
BEACON ATHLETICS LLC	Little League dugout benches and batracks - LL	7,250.00
Total BEACON ATHLETICS LLC (1470):		7,250.00
BERNARD PLUMBING	video old sewer main on n. 2nd	190.00
Total BERNARD PLUMBING (1067):		190.00
CASELLE INC	Client # C-11380 Annual Source Code Escrow	200.00
Total CASELLE INC (86):		200.00
CEMETERY DITCH CO	Water share annual assessment	1,692.00
Total CEMETERY DITCH CO (93):		1,692.00

CITY SERVICE VALCON	5,999 Gallons of UNI203 Aviation Gasoline	33,567.32
Total CITY SERVICE VALCON (1146):		33,567.32
CROELL INC	gravel and road base	468.12
Total CROELL INC (1452):		468.12
DOWL	Fremont Sewer Final	215.00
Total DOWL (147):		215.00
DRUG TESTING SERVICES LLC	employee screening	195.00
Total DRUG TESTING SERVICES LLC (148):		195.00
ECONO SIGNS	cones and signs	566.92
Total ECONO SIGNS (1159):		566.92
EMPLOYEE REIMBURSEMENTS	Lyft Fees - Reimbursement	54.35
EMPLOYEE REIMBURSEMENTS	Lyft Fees - Reimbursement	54.95
EMPLOYEE REIMBURSEMENTS	Cheyenne Travel - Maverik	8.23
EMPLOYEE REIMBURSEMENTS	Cheyenne Travel - Subway	14.18
Total EMPLOYEE REIMBURSEMENTS (154):		131.71
ENGINEERING ASSOCIATES	Meeting on quiet title survey work	201.48
Total ENGINEERING ASSOCIATES (1431):		201.48
FAIRFIELD TREE AND LAWN CARE	Tree Removal Due to House Fire	1,500.00
Total FAIRFIELD TREE AND LAWN CARE (1055):		1,500.00
FREMONT CO SOLID WASTE DISPOS	trash from rodeo grounds and other park	56.20
FREMONT CO SOLID WASTE DISPOS	Account Credit - Overpayment	5.60-
Total FREMONT CO SOLID WASTE DISPOS (183):		50.60
FREMONT COUNTY TREASURER	APRIL JAIL BILL	715.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	20,670.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	686.25
Total FREMONT COUNTY TREASURER (190):		22,071.25
FREMONT ENGINEERING & SURVEYING	Stormwater Survey	45,000.00
Total FREMONT ENGINEERING & SURVEYING (1334):		45,000.00
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00
Total FRONTIER PROPERTY MAINTENANCE (1484):		925.00
HDR ENGINEERING INC	GIS Services	21,981.25
HDR ENGINEERING INC	Wastewater Masterplan	5,060.00
HDR ENGINEERING INC	Updating final project budgets, cost evaluations,	19,741.25
Total HDR ENGINEERING INC (994):		46,782.50

HEALTH EQUITY	Monthly Fees MAY2026	147.70
HEALTH EQUITY	Monthly Fees MAY2026	147.70
Total HEALTH EQUITY (1502):		295.40
HIGH COUNTRY CONSTRUCTION	Lincoln Street Construction	367,030.57
Total HIGH COUNTRY CONSTRUCTION (1062):		367,030.57
HOMETOWN OIL	Parks & Rec	7.82
Total HOMETOWN OIL (230):		7.82
INQUIREHIRE	background screening	336.00
Total INQUIREHIRE (1087):		336.00
JIRDON AGRICHEMICALS	Spring Fertilizer - Parks and playing surfaces; gr	5,711.87
Total JIRDON AGRICHEMICALS (263):		5,711.87
L N CURTIS & SONS	wildland boots for new member	337.56
L N CURTIS & SONS	Wildland boots for new member	397.00
L N CURTIS & SONS	Wildland boots for new member	422.50
L N CURTIS & SONS	years of service pins	2,647.83
L N CURTIS & SONS	Wildland boots for new member	337.65
Total L N CURTIS & SONS (276):		4,142.54
LANDER SENIOR CITIZENS CENTER	APR2026	1,491.55
Total LANDER SENIOR CITIZENS CENTER (296):		1,491.55
MASTERCARD	U bolts for hospital solar panel	10.98
MASTERCARD	March 2026 2nd set of BacT sampling	75.00
MASTERCARD	supplies and lumber for ballfield	1,418.23
MASTERCARD	cleaning supplies	129.85
MASTERCARD	Expedia Room Protection Plan	39.89
MASTERCARD	easter egg hunt supplies and prizes	190.34
MASTERCARD	paint and rollers for sewer ponds	69.26
MASTERCARD	Trash bags for upstairs and restroom	28.98
MASTERCARD	April 2026 2nd set of BacT sampling	75.00
MASTERCARD	Form Server for AirTable	80.00
MASTERCARD	DINNER #1.0	8.49
MASTERCARD	Acct #156821201 Spectrum Phone FEB2026 c	129.98
MASTERCARD	Acct #156821201 Spectrum Phone FEB2026 c	130.00
MASTERCARD	Acct #156821201 Spectrum Phone FEB2026 c	130.00
MASTERCARD	Acct #156821201 Spectrum Phone FEB2026 c	260.00
MASTERCARD	Acct #156821201 Spectrum Phone FEB2026 c	130.00
MASTERCARD	Acct #156821201 Spectrum Phone FEB2026 c	130.00
MASTERCARD	Acct #156821201 Spectrum Phone FEB2026 c	130.00
MASTERCARD	Acct #173012201 Sepctrum Fiber MAR2026	300.00
MASTERCARD	Acct #173012201 Sepctrum Fiber MAR2026	300.00
MASTERCARD	Lutterman Travel - Cheyenne Chili's 3.10.2026	26.05
MASTERCARD	Borchardt Travel - Douglas - Broken Wheel 3.24	27.91
MASTERCARD	power probe	448.45
MASTERCARD	Fuel injection return hose	20.49
MASTERCARD	toner for front counter printer	148.78
MASTERCARD	Thermal Label Maker - Folders	146.55
MASTERCARD	ups battery backup's	148.10

MASTERCARD	Red ink	12.82
MASTERCARD	Extension cords for front office	21.77
MASTERCARD	Pencils & Sharpener for TIPS training	38.18
MASTERCARD	Refund on 112-8173085-6804219 - Amazon	46.86
MASTERCARD	Address Labels for File Folders	46.86
MASTERCARD	nitrile gloves for general work	198.55
MASTERCARD	64 gb Jump Drives & SD cards	113.11
MASTERCARD	door mats for sewer ponds	208.72
MASTERCARD	Office Suplies	60.86
MASTERCARD	Paper Towel Rolls	65.09
MASTERCARD	Supplies - 4 Tape Rollers, Sticky Post It's, Coffe	48.96
MASTERCARD	Window Cleaner - Pack of 3	24.76
MASTERCARD	10 Cases with 10 Reams in each case of Copier	299.95
MASTERCARD	10 Cases with 10 Reams in each case of Copier	299.95
MASTERCARD	Stainless Steel Wipes	29.79
MASTERCARD	Tork Centerfeed Hand Towels 12 Rolls	95.32
MASTERCARD	ice bags for fire hall	141.88
MASTERCARD	Lutterman Travel - Cheyenne Taco Bell 3.10.20	12.90
MASTERCARD	LUNCH #1	15.44
MASTERCARD	Hitch and wiring harness Durango	244.78
MASTERCARD	Main Street Trees	5,700.00
MASTERCARD	PHQ Martson	19.50
MASTERCARD	Shockknife - Single Knife Pack	661.12
MASTERCARD	DUO VPN MFA MDC's	900.00
MASTERCARD	T-1 seat belt	367.26
MASTERCARD	Checkfront Monthly Plus Plan March 2026	269.00
MASTERCARD	One Stop Carwash JAN2026	25.93
MASTERCARD	Acct #8313 30 043 0016823 Spectrum Phone	18.87
MASTERCARD	Acct #8313 30 043 0151349 Spectrum Phone	141.07
MASTERCARD	Lumen Phone Charges MAR2026 Accts: 33364	93.33
MASTERCARD	Lumen Phone Charges MAR2026 Accts: 33364	214.73
MASTERCARD	Lumen Phone Charges MAR2026 Accts: 33364	450.64
MASTERCARD	Lumen Phone Charges MAR2026 Accts: 33364	131.00
MASTERCARD	Renewal	41.00
MASTERCARD	Brother QI Series DK1201 Labels	93.27
MASTERCARD	Acct #B2BCOL APR2025	456.00
MASTERCARD	White Striping Paint - Field Marking	1,116.57
MASTERCARD	AWS for stacker	23.99
MASTERCARD	string trimmer air filter and string for ponds	44.97
MASTERCARD	Police Car Wash FEB2026	33.50
MASTERCARD	receipt (not great quality) and description of rec	20.70
MASTERCARD	lunch, 3/18/26	13.98
MASTERCARD	Canon GPR-61 Set Original Canon Laser Toner	799.00
MASTERCARD	AirMed for J. White 5yr Emergent Coverage	287.00
MASTERCARD	Uniforms - Captain Portion of Total Order	253.80
MASTERCARD	Uniforms New Captain	446.69
MASTERCARD	Lutterman Travel - Cheyenne Dinner 3/9/2026	19.18
MASTERCARD	Supplies	40.00
MASTERCARD	Transport hoods Charged on cc 3.20.2026	185.00
MASTERCARD	paint and brush's for sewer ponds	285.25
MASTERCARD	paint roller's	13.66
MASTERCARD	paint for sewer ponds	49.49
MASTERCARD	April 2026 1st set of BacT sampling	75.00
MASTERCARD	nameplate for new PD employee	20.28
MASTERCARD	Books for Promotions	73.48
MASTERCARD	Paper Products and Silverware for Conference	36.06
MASTERCARD	cornhole boards Lance's card	180.00
MASTERCARD	distance signs for little league field	45.00
MASTERCARD	Cody Fire School Registration	175.00
MASTERCARD	Acct #3024-9062730-001 Trash Removal MAR	173.29

MASTERCARD	Acct #3024-9062730-001 Trash Removal MAR	188.97
MASTERCARD	Acct #3024-9062730-001 Trash Removal MAR	165.49
MASTERCARD	Acct #3024-9062730-001 Trash Removal MAR	1,075.95
MASTERCARD	Acct #3024-9062730-001 Trash Removal MAR	1,000.40
MASTERCARD	Cody Fire School registration Nick Camusi	175.00
MASTERCARD	Cody Fire School registration - Robbie Zuspan	175.00
MASTERCARD	Google Workspace MAR2026	1,102.95
MASTERCARD	Google Workspace MAR2026	1,102.95
MASTERCARD	Cody Fire School Registration	175.00
MASTERCARD	AED Superstore had charged us sales tax. After	51.25-
MASTERCARD	meeting mints	10.50
MASTERCARD	Borchardt Travel - Douglas Derby Club 3.26.202	26.05
MASTERCARD	Quarterly Billing for Quadient Mailing System	525.14
MASTERCARD	DINNER #2	26.00
MASTERCARD	Kitchen Hood Cleaning at the fire hall	625.00
MASTERCARD	Cody Fire School Registration	175.00
MASTERCARD	Uniforms	30.00
MASTERCARD	DTR Programming includes application for ID's	125.00
MASTERCARD	Replacement antenna for Unication Pager	33.28
MASTERCARD	Expedia Room Protection - WASCOP	43.94
MASTERCARD	DINNER #1.1	10.41
MASTERCARD	tire slime	39.99
MASTERCARD	concrete anchors for parks pole	14.67
MASTERCARD	50 ft hose for Ellis tank out building	49.99
MASTERCARD	Spark Plugs	13.47
MASTERCARD	Uniforms	19.45
MASTERCARD	March 2026 Wastewater Sampling	345.00
MASTERCARD	March 2026 Wastewater testing	345.00
MASTERCARD	March 2026 Wastewater Testing	345.00
MASTERCARD	Annual Consumer Confidence Report	125.00
MASTERCARD	March 2026 Wastewater Testing	345.00
MASTERCARD	Cody Fire School Registration	175.00
MASTERCARD	3.25.2026 Subway - Travel - Borchardt	8.38
MASTERCARD	Borchardt Travel - Douglas Subway 3.26.2026	9.44
MASTERCARD	Borchardt Travel - Douglas The Depot 3.25.202	24.25
MASTERCARD	Lodging Borchardt - WLEA Training	369.60
MASTERCARD	water pump and coolant	234.98
MASTERCARD	credit	64.17-
MASTERCARD	Extractor	29.99
MASTERCARD	Fitting hydraulic	6.43
MASTERCARD	car wash soap for fire trucks	20.98
MASTERCARD	hood prop's	88.10
MASTERCARD	Fuel filter	9.48
MASTERCARD	Fuel Filter	4.00
MASTERCARD	stock order	120.78
MASTERCARD	tire patch plug	45.84
MASTERCARD	credit	48.80-
MASTERCARD	tail light bulb 3157	10.86
MASTERCARD	Oil filter	5.00
MASTERCARD	DCI Lab Submission L26-00835	7.55
MASTERCARD	Blood Test Kit Mailing L26-00703	7.55
MASTERCARD	DCi Blood Kit Submissions L26-754 & L26-745	15.10
MASTERCARD	stock order	243.53
MASTERCARD	Microfiber cleaning cloths for Custodial @CH	21.98
MASTERCARD	TOW - L26-00833	145.00
MASTERCARD	Cody Fire School Registration	175.00
MASTERCARD	Cody Fire School Registration	175.00
MASTERCARD	E-coli testing for sewer ponds March 2026	270.00
MASTERCARD	concrete for Von Beiker sewer replacement	62.70
MASTERCARD	board to hang sign at sewer ponds	37.24

MASTERCARD	Facia Little League Dugouts - Black	244.64
MASTERCARD	meter couplers	135.51
MASTERCARD	meter couplers	248.44
MASTERCARD	Mounts for MDCs	247.45
MASTERCARD	AMAZON PRIME BUSINESS ACCOUNT ANNU	779.00
MASTERCARD	Lutterman Travel - Cheyenne Best Western	220.00
MASTERCARD	Lodging - Cheyenne - Mattocks	220.00
MASTERCARD	Renewal for Microsoft for City of Lander Office L	453.60
MASTERCARD	meter spuds	451.71
MASTERCARD	Acct #142816 Vonage Phone	32.63
MASTERCARD	Acct #142816 Vonage Phone	32.62
MASTERCARD	Acct #142816 Vonage MAR2026	904.22
MASTERCARD	Acct #142816 Vonage MAR2026	904.22
MASTERCARD	blue paint	79.98
MASTERCARD	conduit	62.56
MASTERCARD	Fittings for hose bib in Ellis tank building. Accide	27.00
MASTERCARD	MasterCard - Travel Card 2 Annual Fee	50.00
MASTERCARD	MasterCard Annual Fee	50.00
MASTERCARD	Mastercard Annual Fee	50.00
MASTERCARD	MasterCard Annual Fee	50.00
MASTERCARD	paint	65.67
MASTERCARD	Time Value Software - To Open, Edit, and Creat	60.00
MASTERCARD	fasteners for U-bolts on hospital solar panel	8.89
Total MASTERCARD (327):		36,631.05
METRON FARNIER	meter shipping	26.74
Total METRON FARNIER (1451):		26.74
MIDLAND IMPLEMENT CO	Toro (R11) spring maintenance parts.	162.74
Total MIDLAND IMPLEMENT CO (341):		162.74
MISC ONE TIME VENDOR	Project Graduation 2026	1,000.00
MISC ONE TIME VENDOR	24HR PERMIT EVENT CANCELLATION	50.00
MISC ONE TIME VENDOR	24HR PERMIT EVENT CANCELLATION	50.00
Total MISC ONE TIME VENDOR (342):		1,100.00
NORCO INC	Acct #GT871 Cylinder Rental MAR2026	102.92
Total NORCO INC (364):		102.92
OFFICE OF STATE LANDS & INVEST	CWSRF Loan # 125 - STP Loan Payment	50,000.00
Total OFFICE OF STATE LANDS & INVEST (372):		50,000.00
OFFICE SHOP, INC.	Printer Repair - Won't print via network	75.00
Total OFFICE SHOP, INC. (373):		75.00
ON TIME SPORTS	LVHS Sponsorship - T Shirts	499.00
Total ON TIME SPORTS (1549):		499.00
ONE CALL OF WYOMING	dig tickets for March 2026	78.75
Total ONE CALL OF WYOMING (374):		78.75

OPEN LOCK MASONRY	Dillon Park BBQ Grill masonry work - LOR Foun	4,145.00
Total OPEN LOCK MASONRY (1384):		4,145.00
PAYMERANG LLC	Monthly Fee APR2026	200.00
Total PAYMERANG LLC (1447):		200.00
POLLARDWATER	Hydrant backflow checks	1,448.00
Total POLLARDWATER (1396):		1,448.00
QUADIENT INC	Postage Added 03-26-2026	1,000.00
Total QUADIENT INC (1189):		1,000.00
RAMKOTA HOTEL & CONFERENCE CENTER	Hotel room for Rural Water conference	404.00
RAMKOTA HOTEL & CONFERENCE CENTER	room for spring conf. Bobby	404.00
RAMKOTA HOTEL & CONFERENCE CENTER	4 Nights stay for WARWS Conference	404.00
Total RAMKOTA HOTEL & CONFERENCE CENTER (953):		1,212.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - March 10th 2026 Minutes	1,144.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Notice of Completion - Water Meter	78.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Riverwood	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - April 7th 2026 Minutes	182.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Gannett Peak Subdivision Phase Tw	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - April 14 2026 Minutes	767.00
Total RANGER-JOURNAL-WIND RIVER NEWS (287):		2,249.00
RDO EQUIPMENT CO	R13 wheel bearing parts	247.80
Total RDO EQUIPMENT CO (1414):		247.80
RIVERTON TIRE & OIL CO	Front Tires	248.00
RIVERTON TIRE & OIL CO	tires	614.66
Total RIVERTON TIRE & OIL CO (431):		862.66
ROCKY MOUNTAIN POWER	Acct #58604211-0013 MAR2026	4,548.96
ROCKY MOUNTAIN POWER	Acct #58604211-0013 MAR2026	383.36
ROCKY MOUNTAIN POWER	Acct #58604211-0013 MAR2026	1,729.25
ROCKY MOUNTAIN POWER	Acct #58604211-0013 MAR2026	4,972.35
ROCKY MOUNTAIN POWER	Acct #58604211-0013 MAR2026	1,153.75
ROCKY MOUNTAIN POWER	Acct #58604211-0013 MAR2026	322.34
ROCKY MOUNTAIN POWER	Acct #58604211-0013 MAR2026	4,775.57
ROCKY MOUNTAIN POWER	Acct #58604211-0013 MAR2026	3,500.29
ROCKY MOUNTAIN POWER	Jefferson st lighting agreement	17,414.60
Total ROCKY MOUNTAIN POWER (435):		38,800.47
STRIKE CONSULTING GROUP	GIS, Annexation, and Easement Work	3,620.00
STRIKE CONSULTING GROUP	Sewer Master Plan	1,000.00
STRIKE CONSULTING GROUP	Water Meter Project Const Eng	560.00
STRIKE CONSULTING GROUP	Stormwater Master Plan	31,637.50
STRIKE CONSULTING GROUP	MPPA Engineering	6,055.75
Total STRIKE CONSULTING GROUP (1112):		42,873.25

SUMMIT WEST CPA GROUP P.C.	Information Systems (IT) Consulting Profession	650.00
SUMMIT WEST CPA GROUP P.C.	Information Systems (IT) Consulting Profession	744.48
Total SUMMIT WEST CPA GROUP P.C. (1328):		1,394.48
TARGET SOLUTIONS LEARNING LLC	Policy Tracker	875.00
Total TARGET SOLUTIONS LEARNING LLC (1536):		875.00
TAYLOR DITCH CO.	Ditch Shares	134.00
Total TAYLOR DITCH CO. (492):		134.00
TEAM LABORATORY CHEM LLC	mega bugs for sewer ponds	3,442.00
Total TEAM LABORATORY CHEM LLC (493):		3,442.00
THATCHER COMPANY	Tanker of Aluminum Sulfate	12,263.00
THATCHER COMPANY	Pup of liquid chlorine	8,803.79
Total THATCHER COMPANY (498):		21,066.79
USA BLUE BOOK	hydrant backflows and valves	4,836.63
Total USA BLUE BOOK (532):		4,836.63
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
Total WALLER, TECIA (1333):		3,400.00
WATER REFUNDS	REFUND - WATER - MAY	100.64
WATER REFUNDS	REFUND - WATER - BRANSON	155.31
WATER REFUNDS	REFUND - WATER - MALIN	126.51
WATER REFUNDS	REFUND - WATER - HALLETT	119.22
Total WATER REFUNDS (552):		501.68
WESTERN LAW ASSOCIATES	Legal Services APR2026	1,855.00
Total WESTERN LAW ASSOCIATES (559):		1,855.00
WESTERN PRINTING CO.	Business Cards Captain Martson	59.00
WESTERN PRINTING CO.	Utility Billing - APR2026	700.10
Total WESTERN PRINTING CO. (560):		759.10
WHITING LAW PC	Attorney Services APR2026	35.00
Total WHITING LAW PC (564):		35.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Eng	840.00
WILLIAM H SMITH & ASSOC	Lincoln Steet Construction Observation	18,572.50
WILLIAM H SMITH & ASSOC	Lincoln Street Material Testing	2,157.50
WILLIAM H SMITH & ASSOC	Baldwin Creek Rd 100 design docs	3,600.00
WILLIAM H SMITH & ASSOC	Baldwin 9th Design	2,045.00
Total WILLIAM H SMITH & ASSOC (1058):		27,215.00
WIND RIVER POWER SPORTS	2027 Polaris Ranger XP - Replacement Equipm	35,325.91
WIND RIVER POWER SPORTS	axle shaft rear	202.95

Total WIND RIVER POWER SPORTS (576):		35,528.86
WIND RIVER TRANSPORTATION AUTHORITY	Detention Center Pass Program	30.00
Total WIND RIVER TRANSPORTATION AUTHORITY (1038):		30.00
WY DEPT OF AGRICULTURE	Facility ID: 1126 Food Permit Renewal - Lander	100.00
WY DEPT OF AGRICULTURE	Annual Weights & Measures Registration	40.00
WY DEPT OF AGRICULTURE	Annual Weights & Measures Registration	40.00-
Total WY DEPT OF AGRICULTURE (592):		100.00
WYDOT - FINANCIAL SERVICES	APR2026 WYDOT Fuel	2,603.62
WYDOT - FINANCIAL SERVICES	APR2026 WYDOT Fuel	557.22
WYDOT - FINANCIAL SERVICES	APR2026 WYDOT Fuel	1,301.81
WYDOT - FINANCIAL SERVICES	APR2026 WYDOT Fuel	1,301.80
Total WYDOT - FINANCIAL SERVICES (606):		5,764.45
WYO-BEN INC.	Freight for bentonite for ball fields	100.00
Total WYO-BEN INC. (1544):		100.00
WYOMING ASSN. OF MUN.	Finance & Budget Professional Services by Cha	725.00
WYOMING ASSN. OF MUN.	Finance & Budget Professional Services by Cha	725.00
Total WYOMING ASSN. OF MUN. (599):		1,450.00
WYOMING DEPT OF AGRICULTURE	Wyoming weights and measures device registra	40.00-
WYOMING DEPT OF AGRICULTURE	Annual renewal of Commercial Kitchen LCCC	100.00-
Total WYOMING DEPT OF AGRICULTURE (603):		140.00-
WYOMING LAW ENFORCEMENT ACAD	Borchardt Peace Officer FTO Training	245.00
Total WYOMING LAW ENFORCEMENT ACAD (609):		245.00
WYOMING RENTS LLC	Lift for baseball field lights	1,100.00
Total WYOMING RENTS LLC (782):		1,100.00
WYOMING RETIREMENT SYSTEM	Firefighter retirement	693.75
Total WYOMING RETIREMENT SYSTEM (614):		693.75
Grand Totals:		871,683.96

Report GL Period Summary

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

April 30, 2026 Net Payroll

\$ 234,605.05 Direct Deposit
\$ 9,377.49 Maus Final Check

Transmittals

Aflac	\$	467.29
Child Support	\$	1,554.50
Colonial Life	\$	71.65
Payroll Taxes	\$	84,902.89
Fascorp - Deferred Comp	\$	7,040.00
NCPERS - Prudential Life	\$	112.00
Trustmark Insurance Benefits	\$	379.66
WEBT - WY Educators Benefit Trust (Health Ins.)	\$	81,674.82
Workers Comp	\$	5,158.49
Wyoming Retirement System	\$	63,281.87
Garnishment-Fremont County	\$	1,297.47

Part time employee gross wages by department for the pay period 3/19/2026 – 4/18/2026

Cemetery = \$0

City Hall = \$1,403.00

Municipal Court = \$1,011.15

Parks - \$0

Police = \$1,034.00

Weed & Pest = \$0

City of Lander
Proposed Budget for Fiscal Year
July 1, 2026 through June 30, 2027

To be read at council meeting

GENERAL FUND	\$ 8,533,709
ENTERPRISE FUND	\$ 33,731,628
OPTIONAL TAX	\$ 10,429,603
ECONOMIC DEVL TAX	\$ 1,075,000
AIRPORT FUND	\$ 3,212,765
CAPITAL PROJECTS	\$ 287,000
SENIOR CENTER	\$ 21,000

Wyoming Local Government Liability Pool JPB

6844 Yellowtail Rd
Cheyenne, WY 82009 USA
3076381911
pmcdaniel@lglp.net
www.lglpwyoming.org

Section 9, Item A.

Invoice

BILL TO
Lander, The City of 240 Lincoln St Lander, WY 82520

SHIP TO
Lander, The City of 240 Lincoln St Lander, WY 82520

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
16523	04/29/2026	\$41,537.00	06/30/2026	Net 30	

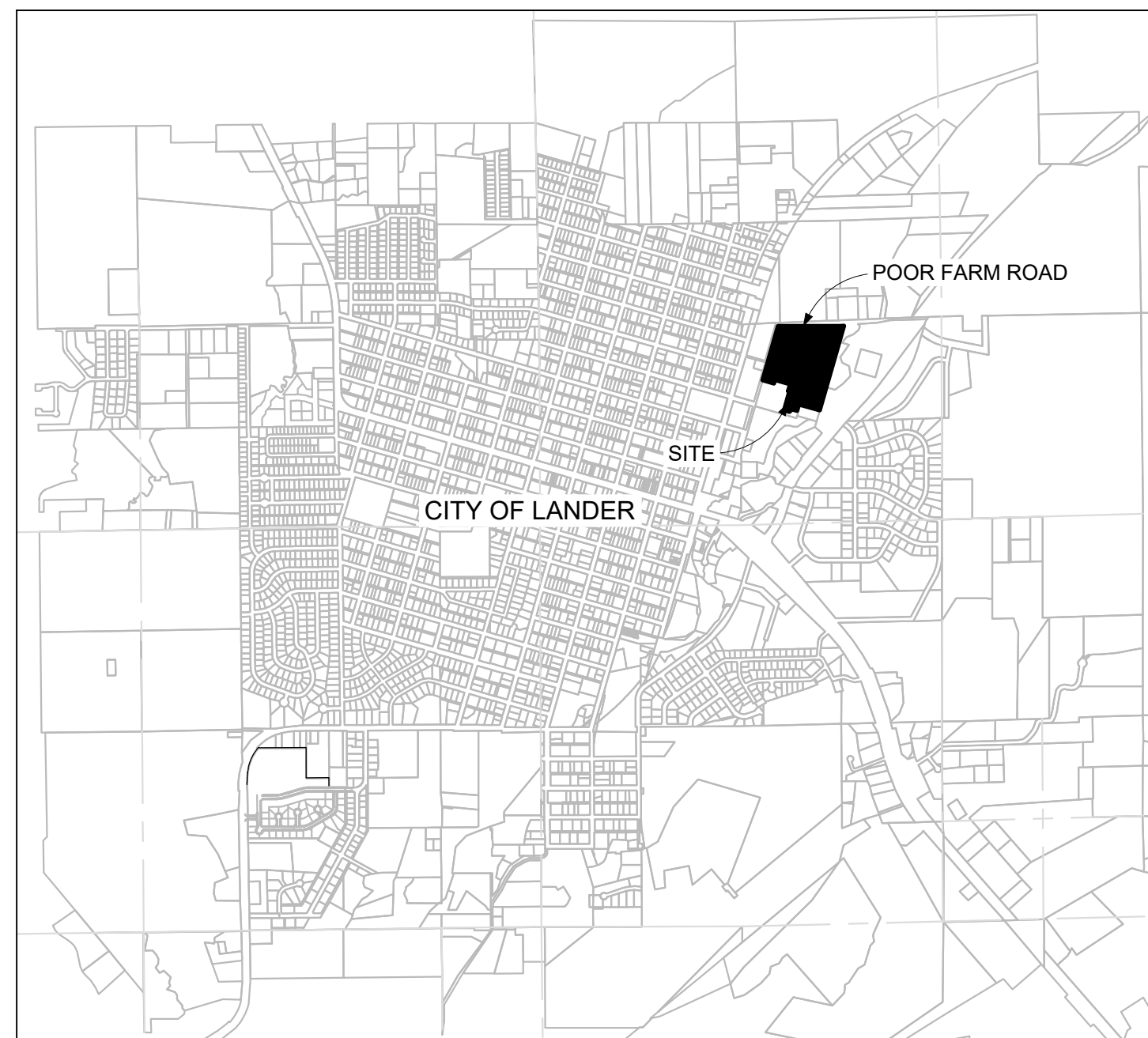
DATE	ACTIVITY	DESCRIPTION	AMOUNT
07/01/2026	Contribution FY 27	Membership Renewal 07/01/26-06/30/27	41,537.00

Please note that the Local Government Liability Pool (LGLP) does not currently accept online payments. Kindly submit your payment via check.

SUBTOTAL	41,537.00
TAX	0.00
TOTAL	41,537.00
BALANCE DUE	\$41,537.00

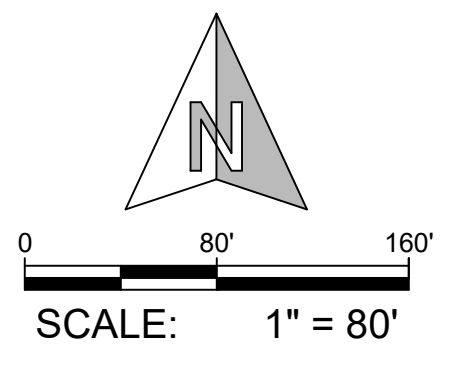
RIVERWOOD ESTATES SUBDIVISION - PHASE 2A - PHASE 2 REPLAT

NW¼ OF SECTION 17, T.33N., R.99W., 6th PM
FREMONT COUNTY, WY
PRELIMINARY PLAT
FOR AGENCY REVIEW



VICINITY MAP
SCALE: 1" = 2000'

Curve #	Length	Radius	Chord	Ch Dist.
C2	23.56'	15.00'	S28°57'57"E 21.21'	21.21'
C3	23.56'	15.00'	N61°02'03"E 21.21'	21.21'



LEGEND:
 Found 1-1/2" aluminum Cap PELS 5011
 Found 1-1/2" Aluminum Cap PLS 11268
 Subdivision Boundary
 Phase 2A Boundary
 Utility Easements

PLAT INFORMATION:
 11 LOTS - 145,476 SF (3.34 AC.)
 ZONE R3

CITY COUNCIL CERTIFICATE:
 Approved by the City Council of Lander on this ____ day of ____ 2026.

Mayor _____
 City Clerk _____

CLERK OR RECORDERS CERTIFICATE:
 This plat was filed for record on the Office of the Clerk and Recorder at ____ o'clock ____ on the ____ day of ____ 2026 and is duly recorded in Plat Cabinet ____, Page ____, No ____.

Clerk _____
 Deputy Clerk _____

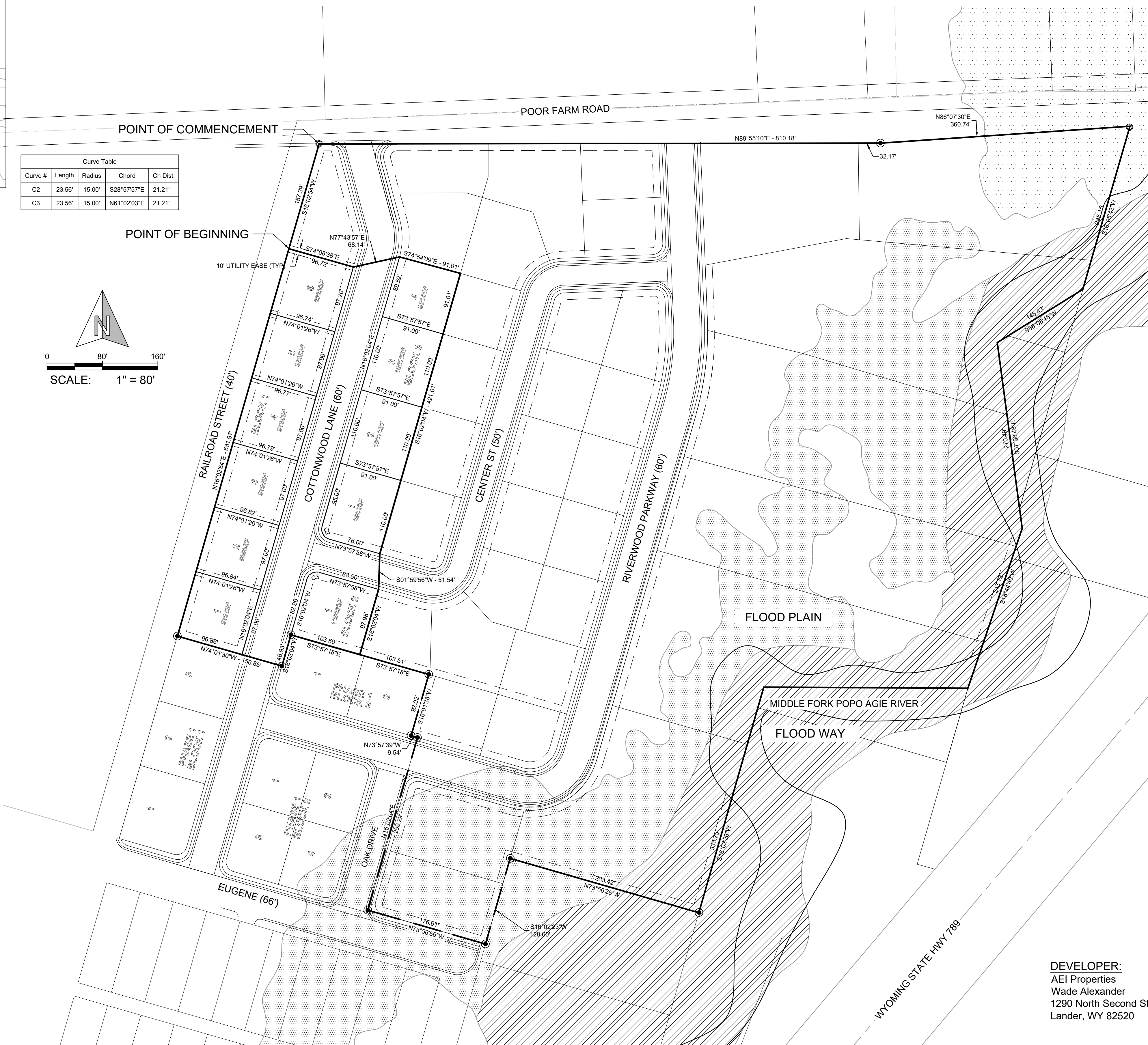
PLANNING COMMISSION CERTIFICATE:
 This plat approved by the City Of Lander Planning Commission on this ____ day of ____ 2026.

Chairman _____

CITY ENGINEER CERTIFICATE:
 Data on this plat approved by the City Of Lander Engineer on this ____ day of ____ 2026.

City Engineer _____

- GENERAL NOTES:**
1. Considering the Basis of Bearing to be the line between the NW corner of NW¼ Section 17, T33N, R99W, 6th PM. Said line having a bearing of N87°44'20"E.
 2. Existing zoning is R-3
 3. A soils report was prepared for Riverwood Subdivision Phase 1 (May 2008) and is available at the City of Lander
 4. Pathway to be used for pedestrian and bicycle traffic only. No motor vehicles of any sort are to be allowed except for maintenance and plowing operations. To be dedicated by separate instrument.
 5. Utility easements are ten feet (10') in width unless noted.
 6. No water rights exist for this parcel



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that:
 The undersigned AEI Properties, LLC, A Wyoming Limited Liability Company, having an equitable interest in the land shown on this plat, do hereby certify:
 That the foregoing plat designated as RIVERWOOD ESTATES SUBDIVISION PHASE 2A - PHASE 2 REPLAT, is located in the Northwest Quarter (NW¼) of Section 17, T33N, R99W, 6th PM, City of Lander, Fremont County, Wyoming, and is more particularly described as follows:

Commencing from the northwest corner of Riverwood Subdivision Phase 2 also being the northwest corner of Block 146, Buena Vista Park Addition;
 Thence along the west line of said Phase 2, S16°02'54"W, a distance of 157.39 feet to the Point of Beginning of this description;
 Thence leaving said west line and proceed S74°08'38"E, a distance of 96.72 feet;
 Thence N77°43'57"E, a distance of 68.14 feet;
 Thence S74°54'09"E, a distance of 91.01 feet;
 Thence S16°02'04"W, a distance of 421.01 feet;
 Thence S01°59'56"W, a distance of 51.54 feet;
 Thence S16°02'04"W, a distance of 97.98 feet;
 Thence N73°57'18"W, a distance of 103.50 feet;
 Thence S16°02'04"W, a distance of 46.93 feet;
 Thence N74°01'30"W, a distance of 156.85 feet;
 Thence N16°02'54"E, a distance of 581.97 feet, to the Point of Beginning, and contains 3.34 ac, more or less, and that this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner(s) and proprietor(s), and that this is a correct plat of the area as it is divided into lots, blocks, streets and easements, and

That the undersigned owner(s) of the land shown and described on this plat does (do) hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use.

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

EXECUTED this ____ day of ____, 2026

AEI PROPERTIES, LLC, A WYOMING LIMITED LIABILITY COMPANY
 WADE ALEXANDER (PRESIDENT)

STATE OF WYOMING)
) SS.
 COUNTY OF FREMONT)

The foregoing dedication was acknowledged before me by Wade Alexander (President), this ____ day of ____, 2026.

By: _____
 Witness my hand and official seal
 My commission expires _____

CERTIFICATE OF SURVEYOR
 I, DAVID A. FEHRINGER, OF LANDER, WYOMING DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, COMPLETE, AND CORRECT REPRESENTATION OF THE RIVERWOOD ESTATES SUBDIVISION PHASE 2A - PHASE 2 REPLAT; AS LAID OUT, PLATTED, DEDICATED AND SHOWN HERON THAT SUCH PLAT WAS FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS, AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH THE CITY OF LANDER REGULATIONS GOVERNING THE SUBDIVISION OF LAND.



DEVELOPER:
 AEI Properties
 Wade Alexander
 1290 North Second Street
 Lander, WY 82520

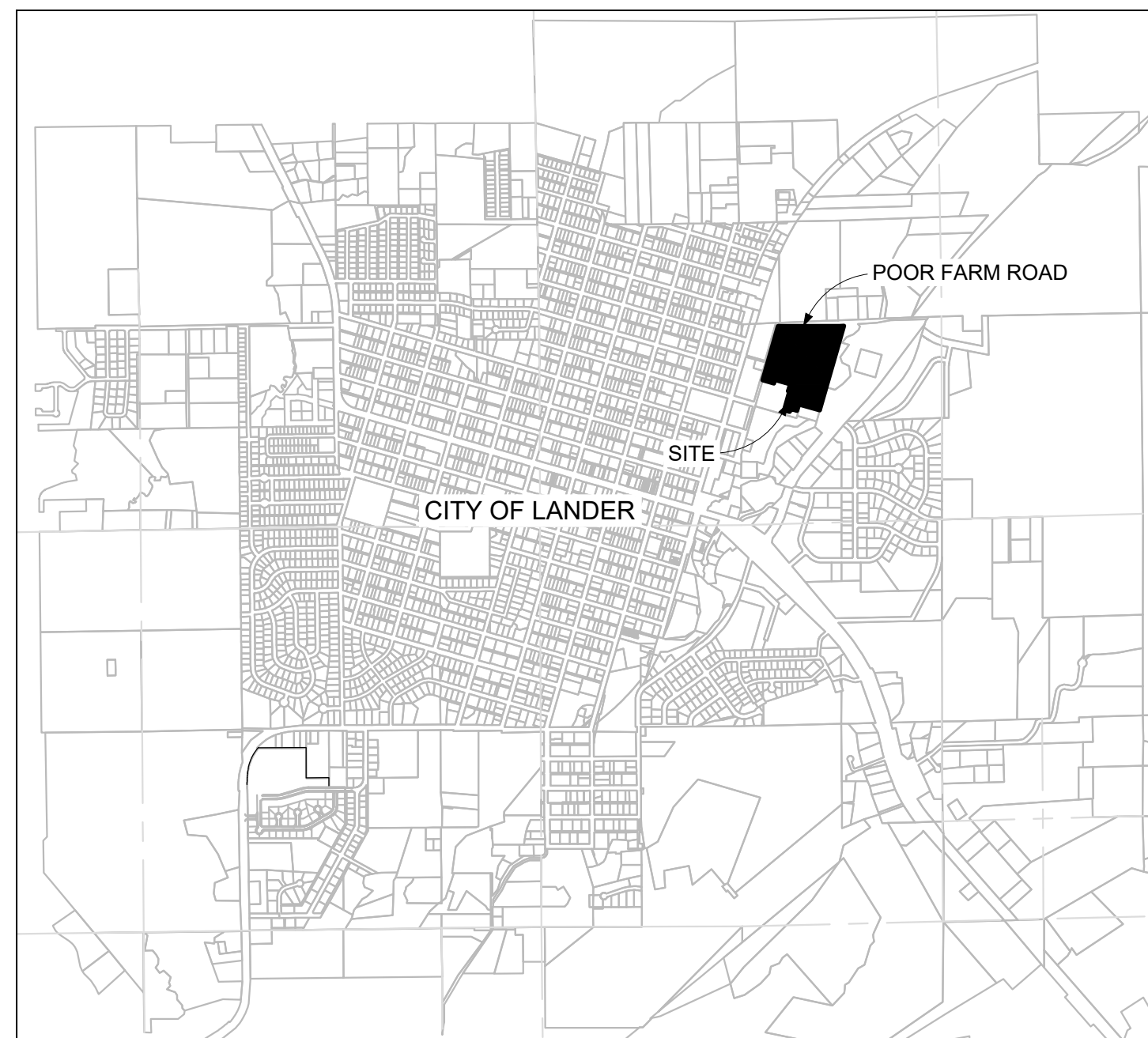


155 N 1ST ST., STE A
 LANDER, WY 82520

Z:\PROJECTS\2023 PROJECTS\22-007-ALEXANDER RIVERWOOD.DWG\2026-05-06 15:06 USER: fes

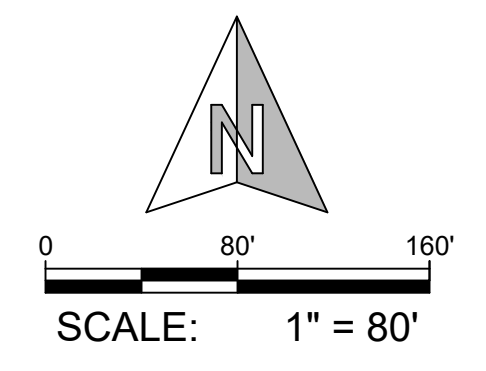
RIVERWOOD ESTATES SUBDIVISION - PHASING MAP

BEING BLOCKS 146, 147, 148, AND TRACTS OF 1, 7, 8, 9, 10, 11, 14, AND 15 OF BUENA VISTA PARK ADDITION
NW¹/₄ OF SECTION 17, T.33N., R.99W., 6th PM
FREMONT COUNTY, WY



VICINITY MAP
SCALE: 1" = 2000'

- PHASING SUMMARY:**
- PHASE 2A:
 - BLOCK 1 - 9 LOTS
 - BLOCK 2 - 1 LOT
 - BLOCK 3 - 4 LOTS
 - PHASE 3:
 - BLOCK 1 - 3 LOTS
 - BLOCK 2 - 2 LOTS
 - PHASE 4:
 - BLOCK 1 - 3 LOTS
 - BLOCK 2 - 7 LOTS
 - PHASE 5:
 - BLOCK 1 - 5 LOTS
 - BLOCK 2 - 2 LOTS
 - PHASE 6:
 - BLOCK 1 - 6 LOTS
 - PHASE 7:
 - 7 TRACTS



Z:\PROJECTS\2023 PROJECTS\22-007_ALEXANDER RIVERWOOD\DWG\PHASE 2A - MAR 25\PLAT\RIVERWOOD PHASING MAP.dwg SAVED DATE 2026-05-06 11:24 USER: fes



155 N 1ST ST., STE A
LANDER, WY 82520

307.206.1007 | FREMONTSURVEYING.COM

DEVELOPER:
AEI Properties
Wade Alexander
1290 North Second Street
Lander, WY 82520



City of Lander Board of Adjustments and Planning Commission

May 6, 2026

City Staff Recommendation to revise S 26.01 Riverwood Estates Replat for Phase 2A originally approved by Planning Commission April 16, 2026

This May revision of the Phase 2A Replat of Riverwood Estates is a change from the original April 16, 2026 planning commission discussion. However, phasing and phasing changes are allowed per Code section 4-9-4.3.B which states:

B. Final platting may be accomplished in stages covering reasonable portions of the area of an approved Preliminary Plat. When this is done, each sheet of the Final Plat shall contain a vicinity map showing the location of the portion being submitted in relationship to the area for which the Preliminary Plat was submitted.

This May version reflects the following information:

- The new phasing removes 3 lots at the northern end and moves them into a new phase 3.
- The new phasing still requires an approved fire access between the northern boundary of Phase 2A and Poor Farm Road. A temporary gravel road with a minimum width of 20' and minimum compaction of 95% will still be required.
- The new phasing still requires a note stating that the future pathway dedication that was recorded on the original plat dated May 13, 2023, doc # 2023-1447443 will be honored.
- It does NOT change the water, sewer, streets, lighting and utilities that were already approved and installed under the previous version you approved on April 16th.
- It does NOT change the mailing list for the 400'-notice and public hearing already advertised for the April 16th meeting.

There are two separate-built residences that will may obtain occupancy permits after the City determines that the residences meet the current building codes and the City accepts existing infrastructure within the new proposed Phase 2A boundary.

This request is a result of the City Engineer meeting with the owner, engineer/agent to resolve some phasing and design issues. City staff recommends approval of the proposed May revisions to S 26.01 for the Replat for Riverwood Estates Phase 2A with the contingency that the future pathway dedication is noted on the Phase 2A drawings.

RaJean Strube Fossen



City of Lander Board of Adjustments and Planning Commission

Lance Hopkin

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

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 11th day of May 2026, 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 & William 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. 201, 50 feet by 50 feet consisting of approximately 2500 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 hangar 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 15th day of December, 2025, and terminating on the 31st day of December, 2040, unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lessee shall pay to Lessor **\$448.86** 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 **\$0.166 (2026 rate)** per

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

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

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

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

10. PROHIBITED USES. Lessee expressly agrees:
- A. No residential use of any kind shall be permitted in any hangar or on the premises.
 - B. Lessee shall not store any explosives, toxic, flammable, combustible, or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
 - C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
 - D. Lessee shall not erect or permit to be erected any signs on the premises.
 - E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
 - F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
 - G. Lessor has the right to tow and remove boats, trailers, campers, or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with the movement of aircraft.
11. CONSTRUCTION OF NEW HANGARS. Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances, and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

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

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

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

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

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

16. WEEDS/GRASS/DEBRIS AND PROPERTY. Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-airport site.

- 17. INSPECTION. Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The Lander Airport Board, its agents and representatives shall have an unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
- 18. ADDRESSES FOR NOTICES. All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Joel Otto
Address: 2946 Sinks Canyon Rd.
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 any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
- 20. ENVIRONMENTAL. Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
- 21. TAXES. Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.
- 22. BREACH – OTHER THAN NON-PAYMENT OF MONEY. If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - (1) **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
 - (2) **Termination.** If such payments are not made within thirty (30) days after said notice, this Lease and Lessee's rights hereunder shall, at the election of Lessor, forthwith terminate.

23. **DEFAULT AND TERMINATION.**

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.
- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the hangar from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the hangar within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's hangar from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the hangar foundation, floor or apron should be left in-place if it is in suitable condition for use with a new hangar but should be removed from the premises if it is not.
- E. This Agreement may also be terminated upon mutual written agreement by the parties.
- F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
24. **LOSS OR DESTRUCTION.** In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay the Lessee any rent theretofore paid by Lessee with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee's own expense, and the Lease shall continue in force and effect. If the hangar cannot be repaired within one hundred twenty (120) days, then the Lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.
25. **ATTORNEY'S FEES.** In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
26. **ADDITIONAL COVENANTS.**
- A. **COMPLIANCE WITH LAWS.** Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
- B. **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
- C. **NONWAIVER.** Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

D. NON-DISCRIMINATION.

- (1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- (2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
- (3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.

E. REQUIREMENTS OF THE UNITED STATES.

- (1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.
- (2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee’s hangar. The relocation of Lessee’s hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee’s hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible at a request the move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee’s hangar according to the above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.
- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.

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

- (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.

- F. CORPORATIONS. If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.

- G. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.

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

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

- J. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.

- K. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

- L. ENTIRE AGREEMENT. This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 9, Item C.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Joel Otto

BY:

Mayor Missy White

Signature

ATTEST:

William Otto

City Clerk Rachelle Fontaine

Signature

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

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 Comoanv			
	PHONE: 800-638-8440 (AJC, No, Ext):	FAX: 800-863-3338 (AJC, 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:			

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

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 230120806302	EFFECTIVE DATE 03/29/2025	EXPIRATION DATE 03/29/2026	ADDITIONAL INSURED (Y/N) y	SUBROGATION WAIVED (Y/N) y	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input type="checkbox"/> 11 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 type="checkbox"/> INCLUDING CREW <input type="checkbox"/> EXCLUDING CREW		\$	EA PER	\$ 3,000	EA PASS
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
---	--

AIRPORT USE - AIRPORT HANGAR ENDORSEMENT

You have a written airport use or airport hangar agreement for **your insured aircraft** with the party shown below.

We agree to include them as an **"insured person"** under that definition in **your** Policy. **We** also agree to waive **our** recovery rights against them for **loss to your insured aircraft (you do, too)**.

We agree to these changes provided their liability for **bodily injury, property damage, or loss** arises out of their agreement to let **you** use their airport or their hangar. **THESE CHANGES DO NOT APPLY WHEN THEIR LIABILITY ARISES OUT OF THEIR MANUFACTURE, REPAIR, SERVICE, SALE, OR USE OF YOUR INSURED AIRCRAFT.**

We will notify this **insured person** when **your** Policy is cancelled. Notice will be sent at least 30 days before the cancellation date. Only 10 days' notice (or that notice required by **your** state, if more) will be given if **we** cancel for nonpayment of premium.

If this **insured person** has other liability insurance, that insurance shall apply first. The addition of this **insured person to your** Policy does not increase the Limits of Liability provided.

City of Lander
240 Lincoln Street

Lander, WY 82520

This Endorsement is effective Mo.DayYr. 03/29/2025 at 12:01 A.M. local time at **your** address shown in item 1 of the Data Page and is part of Policy Number 230120806302 issued by Avemco Insurance Company.

Bill of Sale

The Parties. This Property Bill of Sale ("Bill of Sale") was created on October 20, 2025, in the County of Fremont, State of Wyoming and is made and entered into between!

Buyer: One (1) individual known as Joel Otto ("Buyer") with the mailing address of 2946 Sinks Canyon Rd, Lander, WY 82520,

AND

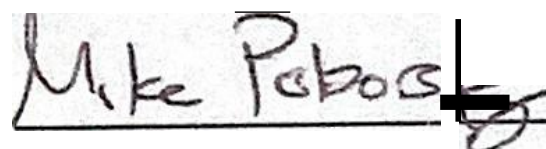
Seller: Two (2) individuals known as Michael Poborsky and Kelly Poborsky ("Sellers") with the mailing address of PO Box 155, Lander, WY 82520

Property Description: Hangar#201 at Hunt Field Airport Lander, WY

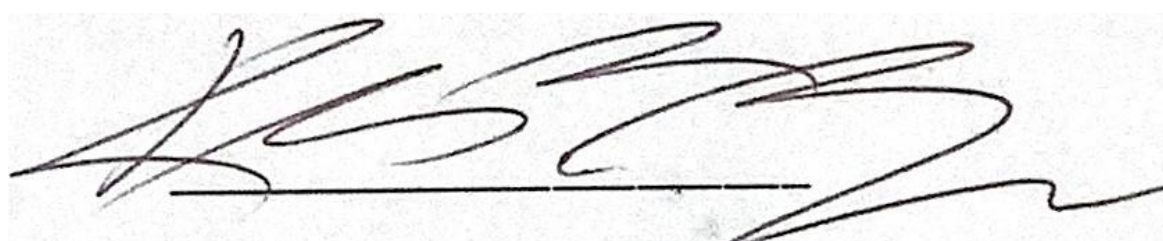
Warranties: Buyer and Sellers acknowledge that the sale is final without any representations ("as is") and that after the sale the Sellers shall not have any liability other than the details in this Bill of Sale. The Sellers warrant unto the Purchase that the said property is free and clear of any lawful claims, and demands of all and every person whatsoever

In consideration of Two Hundred Thousand dollars (\$200,000.00) paid to sellers by wire transfer or money order by Joel Otto (Buyer) We, Michael and Kelly Poborsky (Sellers), do hereby sell and convey to the said Buyer as described above.

In witness whereof, I hereunto set my hand this 20 day of October 2025



Michael Poborsky (Seller)



Kelly Poborsky (Seller)

Notary Public

STATE of Wyoming

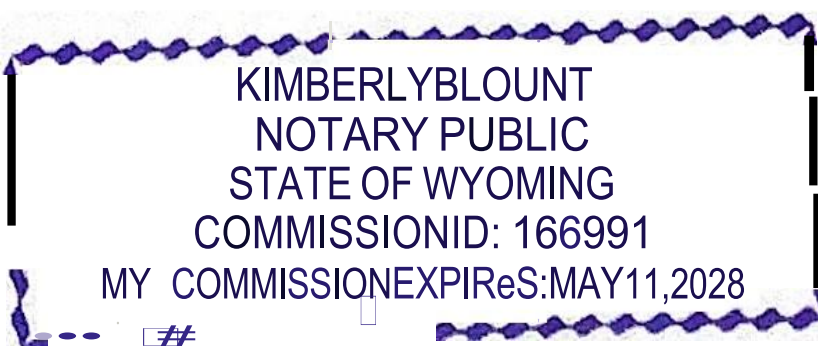
County of Fremont

The foregoing instrument was acknowledged before me by Michael and Kelly Poborsky this 20 day of October, 2025

Witness by hand and official seal

Notary Public Kimberly Blount

My Commission/Term Expires May 11, 2028



NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY		Section 9, Item D.	
Customer #:			
Transf. from:			
1 st Reviewer:		/	/
2 nd Reviewer:		/	/

CLERK SECTION: Completed by City / Town / County Clerk	Local License # <u>#10 Restaurant</u>
---	---------------------------------------

Filing In Jurisdiction:

CITY or TOWN OF: Lander

COUNTY OF: Fremont

Date filed with clerk: 4 / 22 / 2026

Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing) 4 / 25 / 2026 & 5 / 2 / 2026

Fees

Annual License Fee: \$ _____

Prorated License Fee: \$ 1125.00

Transfer Fee: \$ _____

Public Hearing Date: 5 / 12 / 2026

Publishing Fee: \$ 85.00

Publishing Fee Direct Billed to Applicant:

License Term: 5 / 13 / 2026 Through 2 / 20 / 2027

Month Day Year Month Day Year

LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!

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

SECTION 1: APPLICANT & LOCATION INFORMATION

Applicant (Business Name): WIND RIVER PIZZA LLC

Doing Business As (DBA) / Trade Name: (SAME)

Building to be licensed / Building Address: 654 MAIN ST

(Address Number, and Suite or Unit Number, and Street or Road Name)

LANDER WY 82520 FREMONT

City State Zip County

Local Mailing Address: (SAME)

(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

City State Zip County

Business Telephone Number: [REDACTED] Fax Number: _____

Business E-Mail Address: [REDACTED]

Business Primary Contact: MIKE SPRIGGS

First Name Last Name

SECTION 2: FILING AS (CHOOSE ONLY ONE)

INDIVIDUAL | GENERAL PARTNERSHIP | LP | LLP | LLLP | LLC | LC | CORPORATION (INC)

NON-PROFIT CORPORATION (NCORP) | POLITICAL SUBDIVISION | ORGANIZATION | OTHER _____

SECTION 3: FILING FOR (CHOOSE ONLY ONE)

NEW LICENSE OR PERMIT RENEWAL OF LICENSE OR PERMIT

TRANSFER OF LOCATION TRANSFER OF OWNERSHIP* TRANSFER OF OWNERSHIP* and LOCATION

***For a Transfer of Ownership: Attach a Form of Assignment** Formerly Held by: _____

SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

(a) **Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales**

RETAIL LIQUOR LICENSE COUNTY MALT BEVERAGE PERMIT MICROBREWERY PERMIT

WINERY PERMIT WINERY SATELLITE PERMIT MANUFACTURER SATELLITE PERMIT

(i) **Primary Business Type (CHOOSE ONLY ONE)** (W.S. 12-6-101(c)(vi))

ON-PREMISE: BAR OFF-PREMISE: PACKAGE STORE ON & OFF PREMISE: BAR & PACKAGE STORE

(b) **Licenses and Permits Authorized for ONLY On-Premise Sales**

RESTAURANT LIQUOR LICENSE BAR AND GRILL LIQUOR LICENSE SPECIAL MALT BEVERAGE PERMIT

RESORT LIQUOR LICENSE RESORT HOTEL LIQUOR LICENSE RESORT LIQUOR LICENSE-SKI RESORT

LIMITED RETAIL LIQUOR LICENSE (CLUB) GOLF CLUB VETERANS CLUB FRATERNAL CLUB SOCIAL CLUB

SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)

COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) GOLF CLUB (W.S. 12-5-201(f)) GUEST RANCH (W.S. 12-5-201(f))

Other: _____

SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections)

SEASONAL MONTHS OF OPERATION: from _____ to _____ All Year (Jan-Dec)

NON-OPERATIONAL / PARKED DAYS OF WEEK OF OPERATION: from _____ to _____ Every Day (Mon-Sun)

HOURS OF OPERATION: from 11am to 9pm 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

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

Does the Applicant own or lease the licensed building?

- (a) The Applicant OWNS the licensed building. [X] YES (own)
(b) The Applicant LEASES the licensed building. [] YES (lease)

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

- (i) The lease term expiration date is: ___/___/___; or, [] Does not expire / Automatically Renews.

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

- (ii) The lease term information is located on page(s) ___ paragraph(s) ___.

- (iii) Sales provision for alcoholic or malt beverages: located, on page(s) ___ paragraph(s) ___.

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

- (c) RENEWAL ONLY: The lease is current and on file with the Licensing Authority. [] YES [] NO

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

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

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

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

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

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

- (a) Hold any interest in the license/permit applied for? [] YES [X] NO

- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? [] YES [X] NO

- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? [] YES [X] NO

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

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

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

- (a) Will food and beverage services be contracted or subcontracted? [] YES [] NO

- (i) If YES, is a copy of the food and beverage contract or lease attached? [] YES [] NO

- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority. [] YES [] NO

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

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

Is a copy of the valid food service permit or the approved permit application attached? [] YES [] NO

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

Table with 4 columns: (a) Gross sales figures and percentages of income derived from, (Line 1) Liquor Sales, (Line 2) Food Sales, (Line 3) Gross Sales. Includes sub-totals for (Line 1 + Line 2 must = Line 3).

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

Table with 4 columns: (a) Gross sales figures and percentages of income derived from, (Line 1) Liquor Sales, (Line 2) Food Sales, (Line 3) Entertainment Sales, (Line 4) Gross Sales. Includes sub-totals for (Line 1 + Line 2 + Line 3 must = Line 4).

8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars... (b) Include a restaurant and a convention facility... (c) Include motel, hotel or privately owned condominium... (d) If no on question (c), have a ski resort facility... (e) Will food and beverage services be contracted... (i) If YES to (e), attach a copy... (ii) RENEWAL ONLY: The contract or subcontract is current... (iii) If NO to (e) (ii), attach a copy...

9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405

Does the resort hotel:

- (a) Have an actual valuation of at least five million dollars... (b) Include a full-service restaurant... (c) Include not less than twenty (20) sleeping rooms... (d) Provide dining services to guest rooms... (e) Provide facilities to accommodate business meetings... (f) Will food and beverage services be contracted... (i) If YES to (f), attach a copy... (ii) RENEWAL ONLY: The contract or subcontract is current... (iii) If NO to (f) (ii), attach a copy...

10. MICROBREWERY PERMIT:

WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler? If YES to (a); contact the Wyoming Liquor Division for further information.

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

- (b) Malt Beverage Production Minimum barrel production required for the current license term: 50.00 (i) Barrels produced to date for the current license term: (ii) Variance: (c) Will the microbrewery at this location have produced at least 50 barrels... (i) If NO to (c), attach a written explanation.

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

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? (b) Has the fraternal organization been actively in existence for at least twenty (20) years?

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

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

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

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

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

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

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

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
MICHAEL T SPRIGGS	3/19/71	9920 US HWY 287 LANDER, WY 82520	307-349 5833	2	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
JOHNA L SPRIGGS	2/10/67	9920 US HWY 287 LANDER, WY 82520	307-349 3985	2	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

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

FILING FOR: RENEWAL

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

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

Requires signatures by:

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

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

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

STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this 20th day of APRIL, 2020 that the facts alleged in the foregoing instrument are true by the following:

- | | | | | |
|----|---|------------------------|--------------|---|
| 1) |  | <u>MIKE SPRIGGS</u> | <u>OWNER</u> |  |
| | (Signature) | (Printed Name) | Title | |
| 2) | _____ | _____ | _____ | Title |
| | (Signature) | (Printed Name) | | |
| 3) | _____ | _____ | _____ | Title |
| | (Signature) | (Printed Name) | | |
| 4) |  | <u>MICHAEL SPRIGGS</u> | <u>OWNER</u> | Title |
| | (Signature) | (Printed Name) | Title | |
| 5) |  | <u>John Spriggs</u> | <u>OWNER</u> | Title |
| | (Signature) | (Printed Name) | Title | |

Witness my hand and official seal: Rhonda Fletcher
Signature of Notary Public



My commission expires: 8/28/2031

RESOLUTION 1384

A RESOLUTION APPROVING INDUSTRY REPRESENTATIVE SUPPORT FOR THE ANNUAL LANDER BREWFEST EVENT ON JUNE 12 AND 13TH 2026, PURSUANT TO W.S. § 12-5-402

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

WHEREAS, the Chamber organizes and conducts the annual “Brewfest” event, a community-wide public gathering designed to promote local culture, tourism, and economic development; and

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

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

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

1. The Council hereby approves and authorizes industry representatives, as defined in W.S. § 12-1-101(a)(vi), with the appropriate licenses to furnish, give, or lend money or things of value to the Lander Chamber of Commerce in support of the annual Brewfest event on June 12th and 13th, 2026; and
2. This approval is granted solely for the purposes of supporting the Brewfest event and shall remain valid for the June 12th and 13th 2026 event unless otherwise amended or rescinded by the Council; and
3. The Chamber shall maintain records of any such contributions received from industry representatives and make them available for inspection by the City upon request.

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

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Missy White, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on May 12, 2026, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



Wyoming
Association of
Municipalities
Building Strong Communities

TO: **All Mayors/Clerk-Treasurers/Administrators-Managers**

FROM: Earla Checchi, Finance Manager

SUBJECT: **Voting Delegates for the 2026 WAM Summer Convention**

DATE: March 3, 2026

We are requesting that your municipality's governing body appoint its **Official Voting Delegate** and **alternate** to WAM's Summer Convention Business Meeting, held Thursday, June 4, 2026, in Laramie (Date subject to Change). Items that your Voting Delegate will be voting on Membership Dues. **Any** individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the **only one allowed to vote** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and email, mail, or fax it to WAM by Friday, May 15, 2026. We appreciate your cooperation and prompt action on this matter to ensure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the conference at the last moment, you may re-appoint someone else. For this change to be accepted we do need a change **in writing**. You may send/fax it to the WAM office by **Friday, May 15** or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk **by Wednesday, June 3 before 12:00pm.** After that time, changes will not be accepted.

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the June business meeting!

WYOMING ASSOCIATION OF MUNICIPALITIES 2026 WAM SUMMER CONVENTION OFFICIAL VOTING DELEGATE FORM

The following person has been selected as the *Official Voting Delegate* for the 2026 WAM Convention Summer Business Meeting in Laramie, Thursday June 4, 2026 (Date subject to Change).

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest: _____ (City/Town Clerk)

***The WAM Business Meeting date is subject to change.**

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN Friday, May 15, 2026.

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 275-8376, Fax (307) 632-1942 or

Email to Earla Checchi at: earla@wyomuni.org

ORDINANCE 2026-1

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

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

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

PUBLIC HEARING DATE March 10, 2026
PASSED ON FIRST READING March 10, 2026
PASSED ON SECOND READING April 14, 2026
PASSED ON THIRD READING May 12, 2026

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

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By Missy White, Mayor

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on May 12, 2026, following passage, adoption and approval of Ordinance 2026-1, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being May 16, 2026.

Rachelle Fontaine, City Clerk

ORDINANCE 2025-13

AN ORDINANCE REPEALING CITY OF LANDER MUNICIPAL CODE TITLE 2 – SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES, SECTIONS 2-1-1 THROUGH 2-5-1 IN ITS ENTIRETY AND REPLACING IT WITH TITLE 2 – SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES SECTIONS 2-1-1 THROUGH 2-6-1

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

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

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

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

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

SECTION 1:

TITLE 2

SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES

Section

- 2-1-1 General- Adoption of State Alcohol Beverage Laws**
- 2-1-2 Definitions**
- 2-1-3 Licensing and Application Requirements**
- 2-1-4 Term, Renewal and Expiration of Licenses**
- 2-1-5 Fees**
- 2-2-1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages**
- 2-2-2 Plan of Operation Required**
- 2.3.1 Point values, Fines for alcoholic beverage violations-Hearings, Suspensions and revocation petition considerations. Procedure**
- 2.3.2 License Holder Accountable for Agent**
- 2.3.3 Providing Minor with Alcoholic Beverages Prohibited**
- 2-3-4 Minors Prohibited from Having or Using Alcoholic Beverages**
- 2-3-5 Falsifying Identification Prohibited**
- 2-3-6 Consumption on Private Premises Prohibited**
- 2-3-7 Public Exhibition and Consumption**
- 2-3-8 Public Intoxication**
- 2-4-1 Restaurant Liquor Licenses**
- 2-4-2 Resort Retail Liquor Licenses**
- 2-4-3 Bar and Grill Liquor Licenses**
- 2-4-4 Resort Hotel Liquor Licenses**
- 2-5-1 Temporary Malt Beverage Permits; Issuance**
- 2-5-2 Microbrewery Permits**
- 2-6-1 Hours of Sale**

2.1.1 General – Adoption of State Alcohol Beverage Laws

For the protection of the health, safety and welfare of the citizens of Lander, it is the policy of the City of Lander to strictly regulate the traffic of alcoholic and malt beverages. Therefore, no traffic in such beverages is permitted except in accordance with this Title. Except as otherwise provided in this Title or other city ordinances, the sale, possession, furnishing or use of alcoholic

and malt liquors in the City shall be in compliance with Wyoming Statute Title 12 as from time to time may be amended. The general control and regulatory provisions of this title apply to all licenses and permits authorized under this title, unless otherwise provided.

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

2.1.2 Definitions

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

- A. "Adult Entertainment" means any form of dancing, exhibition or display involving male or female nudity or partial nudity for any period of time intended to gratify the sexual desires of any entertainer or patron, or any sexually oriented business. (Current code 2-5-1 C. 2)
- B. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume. As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one-quarter percent (6.25%) of alcohol by volume; (W.S. 12-1-101ai)
- C. "'Building' means a roofed and walled structure built or set in place for permanent use;(W.S. 12-1-101 a ii)
- D. "Club" means any of the following organizations:(A) A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state; (B) A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subparagraph, an American fraternal organization means an organization actively operating in not less than thirty-six (36) states or having been in active continuous existence for not less than twenty (20) years, but does not mean a college fraternity; (C) A hall or building association of a local unit specified in subparagraphs (A) and (B) of this paragraph, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit; (D) A golf club having more than fifty (50) bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse; (E) A social club with more than one hundred (100) bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one (1) year. The club shall have had during this one (1) year period a bona fide membership paying dues of at least twenty-five dollars (\$25.00) per year as recorded by the secretary of the club, quarterly meetings and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division, a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to W.S.12-4-301, shall be in good standing by having paid at least one (1) full year in dues; (F) Club does not mean college fraternities or labor unions; (G) A political subdivision of this state owning, maintaining or operating a bona fide golf course together with a clubhouse. (W.S. 12-1-101 a iii)
- E. Points: Points assigned to a licensee for specific violations.

- F. Entertainment means any activity designated to provide diversion or amusement, regardless of the age required for the activity. "Entertainment" shall not include adult entertainment or gambling. (W.S. 12-1-101 a xxvii)
- G. Gambling is defined as risking any property for gain contingent in whole or in part upon lot, the operation of a gambling device or the happening or outcome of an event, including a sporting event, over which the person taking the risk has no control. (Current code 2-51 C. 3)
- H. Licensee means a person holding any one (1) or more of the following: (A) Retail liquor license; (B) Limited retail liquor license; (C) Resort liquor license; (D) County retail malt beverage permit; (E) Twenty-four (24) hour malt beverage permit; (F) Restaurant liquor license; (G) Catering permit; (H) Bar and grill liquor license; (J) Malt beverage wholesale license; (K) Microbrewery permit; (L) Resort hotel liquor license, or any other liquor license allowed under Wyoming State law.
- I. Malt Beverage means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.
- J. Microbrewery means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year. (W.S. 12-1-101 a xix)
- K.—Minor as used in Title 2 shall mean any person who has not become twenty- one (21) years of age
- L. Public place as used in this Title shall include private business premises open to the public and include private vehicles operating or parked in public places. (Current code 2-2-2 B)
- M. Person includes an individual person, partnership, corporation, limited liability company or any other association or entity, public or private; (W.S. 12-1-101 a xii)
- N. Obviously intoxicated shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.
- O. Operational means offering for sale on an ongoing weekly basis to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under W.S. § 12-1-101 et seq. (W.S. 12-1-101 a xxi)
- P. Resident means a domiciled resident and citizen of Wyoming for a period of not less than one (1) year who has not claimed residency elsewhere for any purpose within a one (1) year period immediately preceding the date of application for any license under Title 12 of the Wyoming State Statutes. (W.S. 12-1-101 a xiii)
- Q. Restaurant means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. (W.S. 12-1-101 a xiv)
- R. Revocation: Termination of the liquor license.
- S. Sell or sale includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale. (W.S. 12-1-101 a xvi)
- T. Suspension: Temporary revocation of the right to sell or serve alcoholic beverages.
- U. Unauthorized Gambling means any gambling or wagering activity conducted on licensed premises in which a liquor licensee, or any owner, officer, manager, employee, or agent of the licensee directly or indirectly receives or retains any portion of wages, buy-ins, entry fees, or gambling proceeds including, but not limited to, a rake, house cut, commission, fee per play, percentage of the pot or prize pool, or other thing of value contingent upon the outcome or volume of play, unless the activity is expressly authorized by state law and conducted in strict compliance with all conditions of that authorization

- V. Violation: Any breach of federal, state, or local laws or ordinances relating to the sale, service, or consumption of alcoholic beverages.
- W. Winery means a commercial enterprise at a single location producing wine. (W.S. 12-1-101 a xx)

2.1.3 License and Application Requirements

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

(iii) When renewing a restaurant liquor license, the appropriate licensing authority shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months operation of a licensed restaurant be derived from food services. (W.S. 12-4-408)

(iv) Upon application for license renewal, a license holder shall submit an annual report to the licensing authority on the sales of the licensed restaurant from the licensee's accountant or accounting program. The report shall contain the annual gross sales figures of the restaurant and shall separate the gross sales figures into two (2) categories: Food service sales; and Alcoholic and malt beverage sales. (W.S. 12-4-408)

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

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

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

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

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

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

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

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

(a) Any person who does not own the building or hold a written lease for the period for which the license will be effective containing an agreement by the lessor that alcoholic or malt beverages may be sold upon the leased premises, except as provided by paragraph (iv) of this subsection. This paragraph shall not be

interpreted to prevent the use of a resort liquor license or a resort hotel liquor license by a contractor or subcontractor as permitted by W.S.12-4-403(b);

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

2.1.4 Term, Renewal and Expiration of License

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

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

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

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

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

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

(e) The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the liquor license or permit; W.S. 12-4-104(b)

(f) Restaurant or Bar and Grill liquor license failure to satisfy the statutory requirements concerning gross sales of food, alcohol, and entertainment as appropriate or failure to provide a valid food service permit;

(g) The liquor license or permit is in violation of the operational requirements set forth in W.S. 12-4-103 (iv).

(h) Completion of an approved Alcohol Server Training Course by server employees within 90 business days of hire.

(i) Any other reason pursuant to state statute.

2.1.5 Fees

- A. Original License, transfer and Renewal Fees for alcoholic beverage liquor licenses shall be as stated in the City of Lander Fee Schedule. A license or permit issued for a term less than one (1) year shall be issued at a pro-rated annual fee accordingly. All license and related fees shall be paid in full before the issuance of the original or renewal of a liquor license.
- B. All fees for licenses and permits issued by a licensing authority paid under this title shall be deposited into the treasury of the licensing authority. No refund of all or any part of a license fee shall be made at any time following issuance. (W.S. 12-4-105)
- C. Transfer: Upon approval by the governing body of a transfer of license to either a different location or different licensee, fees shall be paid prior to the transfer becoming effective as stated in the City of Lander Fee Schedule. (Current code 2-1-4)

2.2.1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages

Every liquor licensee and/or his or her employees shall conform to the following mandatory standards when selling and serving alcoholic beverages in the city. Standards. For this chapter, the following standards of conduct shall apply:

- A. Standards.
 - (a) Refuse to serve any patron who is obviously intoxicated or is obviously physically endangering people or property in the licensed premises or dispensing area. For the purposes of this section, “obviously intoxicated” shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.
 - (b) Order any patron to leave and depart who is endangering people or property in the licensed premises and notify the Lander police department of any criminal incident as soon as reasonably possible.
 - (c) Refuse to sell, give, or deliver alcoholic liquor or malt beverage to any person under the age of twenty-one years.
 - (d) Report other criminal activity in the licensed building, dispensing area or on the licensed premises as established by local, state or federal law, as soon as reasonably possible.
 - (e) Comply with the training and records maintenance requirements.
- B. Public responsibility.
 - (a) No person shall consume or carry in open containers alcoholic liquor or malt beverages, inside or outside of any motor vehicles on any street or highway, or in any restaurant, hotel dining room or any other public place whatsoever within the city, except places where the sale or service of alcoholic liquor or malt beverages is authorized by the Wyoming State law or city ordinance, or as permitted by a catering, malt beverage or open container permit, issued pursuant to this Title.
 - (b) It is unlawful to remain in an establishment operated under a liquor license after a lawful request to leave is made by an agent, employee, or owner of the establishment.
- C. Chartered vehicles. Alcoholic liquor or malt beverages may be consumed by adult passengers within: (1) commercial limousines, being defined for purposes herein as a passenger car pursuant to W. S. Section 31-1-101, with a closed passenger compartment seating three or more passengers which is separated from the driver’s seat with a partition which may be of glass; (2) horse-drawn vehicle; or (3) a chartered bus, trolley or similar

vehicle designed to carry ten or more persons when the vehicle is being used for transportation of passengers. The driver of any such vehicle is prohibited from consuming, possessing, or having an alcoholic beverage in or about the driving area of the vehicle. No fee may be charged for any alcoholic liquor or malt beverage consumed in such vehicles.

D. Bottle clubs.

(a) "Bottle club" is an operation or enterprise whereby space is given or rented to any person or persons upon the premises of such operation or enterprise for a primary purpose of keeping or storage of alcoholic or malt beverages for consumption upon such premises or in other rooms nearby, used for consumption by the owner of the beverages or guests, the income, profits or fees of the operator of the bottle club being secured from sales or furnishing mixes, ice, food or glasses or from dues, charges, contributions, membership cards or assessments including charges for the rental of storage space for the alcoholic or malt beverages.

(b) It is unlawful to operate a bottle club in the city, and any person who operates a bottle club shall be deemed guilty of a misdemeanor. Each day of operation shall be deemed a separate offense.

E. Penalty. Each violation of a standard set out in this section shall constitute a misdemeanor punishable by a fine of not more than seven hundred fifty dollars and in accordance with the current adopted City of Lander Fee Schedule.

(a) A violation of this chapter that results in a conviction is punishable by a fine of not more than seven hundred fifty dollars, or other penalties per City of Lander Municipal Bond Fee Schedule.

(b) Evidence that the licensee or his or her employee summoned police to deal with activity within the establishment that is prohibited by this Title may be considered in mitigation of the penalty that may be imposed for a conviction.

2.2.2 Plan Of Operation Required

A. Plan of operation description. Any license authorized under this chapter shall not be issued or transferred until the applicant has submitted a plan of operation that meets the requirements of this section. A plan of operation shall contain and shall set forth in simple narrative form the following:

- (a) An operational statement describing the location and layout of the licensed building, licensed premises and/or dispensing area;
- (b) Schedule of all days and hours of operation;
- (c) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);
- (d) Description of specific alcohol inventory management practices that are relevant to the license at issue;
- (e) Description of specific crowd control and security practices that are relevant to the license at issue;
- (f) Description of other information that is relevant and pertinent to the operation of the licensee's licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the city governing body at the time of renewal, transfer or issuance of the license;
- (g) Description of delivery and/or curbside services if offered by the licensee;

- (h) A bar and grill shall define the type of entertainment it intends to provide.
- (i) Alcohol Server Training plan and schedule.

B. Amendments. The licensee may propose amendment(s) to an existing approved plan of operation for an issued license during the term of its license. Such an amendment may be approved by the city administrator if it is not a material deviation from the licensee's existing approved plan.

C. Deviation. Any material deviation from the approved plan of operation requires a formal review by City administration and may be referred to the city governing body for approval of a modified plan of operation.

2.3.1 Point values, Fines for alcoholic beverage violations — Hearings — Suspensions and revocation petition consideration — Procedure.

A. Purpose: The purpose of this section is to enhance community safety through the oversight of liquor licenses. The City shall achieve this by establishing a proactive system to reduce violations of state and local liquor laws, encourage voluntary compliance, and provide a framework for escalating enforcement actions when warranted. To accomplish this purpose, a system of fines and points will be established to quantify violations of state and city regulations and set thresholds that will determine whether the City shall consider seeking District Court review, and possible suspension or revocation, of liquor licenses. These violations shall be accrued only from the actions of license holders, agents, and employed staff and only through judicial conviction, if applicable, or by evidenced documentation by the Lander Police Department and City Clerk.

B. Violation Categories and points. Upon first offense, there shall be a written warning, which shall be addressed by the liquor license holder within 30 business days. A fine as set forth below shall be imposed upon a second and/or subsequent offense(s). point points shall be assessed as set forth below upon second and subsequent offenses.

Type of Violation	Fine	Points
Failure to pay Sales Tax within 45 business days of Sales Tax Hold Notice	\$1000	14
Sale to minor	\$500	10
Sale to intoxicated person Sale to any patron who is obviously intoxicated or is obviously physically endangering people, or property in the licensed premises	\$500	10
Failure to notify law enforcement concerning removal of persons from the premises,	\$500	10
Unauthorized Alcohol Service (including but not limited to: failure to obtain appropriate permit, selling while suspended, or selling alcohol not purchased from wholesaler)	\$500 \$1000	3 30
Failure of bar and grill and restaurant liquor license holder to provide food service while dispensing alcoholic beverages in accordance with state statute	\$375	7
After-hours Sale/Service	\$250	5
Unauthorized gambling	\$250	5
Failure to maintain adequate records as mandated by state liquor division pertinent to gross revenue receipts required of	\$150 \$1000	3 30

bar and grill or restaurant liquor license		
Failure to provide approved alcohol server training to servers each server	\$150	3

Sales Tax Holds may also be addressed and or suspended in accordance with W.S. 12-7-103.

~~Repeat offenses within a 24-month period may result in increased fines up to double the previous amount and additional points.~~

C. ~~Demerit point~~ Point Thresholds and Consequences

Cumulative Demerits Points 24-12 month period	Penalty
10-14 15-20 Points	Present a correction plan within 7 business days of notification
15-19 21-30 Points	Violation hearing Potential 7 day suspension recommendation of liquor license
20-24 Points	Violation Hearing Potential 20-day suspension recommendation of liquor license
25+ 30 Points	Violation Hearing before the local licensing authority for recommendation of revocation through District Court

2.3.2 Hearings–Suspensions–Revocation Petition Considerations Procedure ~~Enforcement and Appeals~~

- (a) Purpose: To ensure due process to liquor license holders, the City shall establish the following procedures for enforcement and appeals of the system described in 2.3.1. The license holders have the opportunity to dispute the documentation of individual violations through a hearing, as detailed in subsection below. Additionally, in cases where license holders have exhibited a documented pattern of violations of local and state regulations, and after the accrual of pre-determined point amounts, a suspension or revocation hearing will take place. These processes precede, and the findings inform, a vote by the Governing Body to potentially initiate District Court action to rule on the suspension or revocation of licenses.
- (b) Written warnings, fines and points. The following process shall apply for the issuance of fines, points and written warnings:
 - (i) **Notice of Violation:** The City Clerk or designee issues a written citation specifying the violation, the fine amount, and the points to be assessed.
 - (ii) **Opportunity to Cure/Pay:** The licensee may accept the citation and pay the fine within a set period within 15 business days, at which point the matter is closed.
 - (iii) **Right to Contest:** If the licensee disputes the violation or fine, they may request a hearing before an administrative law judge within the same 15 business day period.
 - (iv) **Hearing Procedure:** At the hearing, the licensee can appear in person or through counsel, present evidence, and cross-examine witnesses. The

administrative law judge would make findings of fact and issue a written decision.

(v) **Appeal:** Any suspension or revocation decision would continue to be subject to review in district court under § 12-4-104. For fines, an appeal could also be allowed under the Wyoming Administrative Procedure Act, or the ordinance can specify that Council decisions are final unless overturned by a court.

(c) Violation Hearing for Suspension or Revocation Consideration. Should the governing body become aware that a licensee has obtained 21 or more points as outlined above, it shall provide the licensee with notice and an opportunity for a hearing. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:

(i) That the governing body has been informed that one or more of the events described in subsection 2.3.1 of this section, has occurred and that as a result point points may be attributed to the licensee and that a suspension and/or revocation of the license is possible;

(ii) Summarizing the nature and date(s) of the alleged event(s) and the number of point points which would be attributed to the licensee if the governing body finds that such event(s) occurred;

(iii) That a hearing on the subject has been scheduled before an administrative law judge ~~the governing body~~, and further informing the licensee of the time and place of the hearing; and

(iv) That the purpose of the hearing is to hear evidence, including that presented by the licensee, on the issue.

(v) The sanctions provided in this section for point points are cumulative, and therefore points may result in multiple sanctions.

(d) Suspension Hearing. If it appears to the governing body that a licensee has acquired sufficient points to result in a suspension or revocation of its license, the licensee shall be afforded an opportunity for hearing before an administrative law judge ~~the governing body or hearing examiner~~. The purpose of such hearing is to allow the licensee to provide information demonstrating that such points have not been acquired. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:

(i) That it appears to the governing body that the licensee has acquired points such that a suspension and/or revocation of the licensee's license is appropriate;

(ii) Summarizing the nature and date(s) of the incidents resulting in points and the number of point points alleged to have been acquired by the licensee as a result of such incidents;

(iii) That a hearing on the subject has been scheduled before an administrative law judge ~~the governing body~~, and further informing the licensee of the time and place of the hearing; and

(iv) That the purpose of the hearing is to allow the licensee to offer corrections to the information demonstrating such points have not been acquired.

(e) Hearing requirements. At a hearing, a licensee may appear in person or through counsel. A licensee will be given an opportunity to present evidence and argument on the relevant issue. Evidence relied on shall consist of information commonly relied upon by reasonably prudent people in the conduct of their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded. A record shall be made of the proceedings and shall include the following:

- (i) All notices and intermediate rulings;
- (ii) Evidence received or considered by the governing body, including information officially noticed and received from the municipal court;
- (iii) Questions and offers of proof, objections, and rulings thereon;
- (iv) Any proposed findings and exceptions thereto; and
- (v) Any opinion, findings, decision, or order of the governing body and any report by any hearing officer.

(f) Administrative Law Judge. The governing body shall appoint an administrative law judge to conduct any hearing called for by this section for the purpose of assembling a record for subsequent consideration by the governing body. The governing body shall direct the administrative law judge to forward the record of the hearing to the governing body with proposed findings of fact and conclusions of law, and with the opinion/recommendation of the administrative law judge.

(g) Administrative Law Judge decision. Following the hearing described in this section, and based upon the information considered and received at such hearing, and the sanctions described, the governing body shall:

- (i) Authorize the City Attorney to prepare and file with the district court a petition to revoke or suspend the licensee's license; or
- (ii) Find that suspension or revocation is not required by the terms of this section.

All decisions shall be made in writing, shall be supported by findings of fact and conclusions of law, and shall be delivered to the licensee in interest either personally or by mail at the address listed on the licensee's most recent liquor license.

2-3-2 License Holder Accountable for Agent. - Violations or notice attributable to agents of the license or permit holder are attributable to the holder and in such cases either the holder or the agent, or both, may be held accountable and the defense that the agent acted outside the scope of his authority shall not apply. This section shall apply to misdemeanor violations and City Council proceedings, provided that no jail sentence shall be imposed on license holders for violation by their agents unless the agent was expressly authorized to perform or permit the act in question.

2-3-3 Providing Minor with Alcoholic Beverages Prohibited.

Except as provided in this section, no licensee or agent, employee or server thereof shall knowingly permit any person under the age of twenty-one (21) years to enter or remain in the licensed building where alcoholic or malt beverages are dispensed in an establishment that provides adult entertainment and/or is primarily for on premise consumption where the primary source of revenue from the operation is from the sale of alcoholic or malt beverages unless:

- (a) The establishment is operating a restaurant with a commercial kitchen where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages; Employees at least eighteen (18) years of age are permitted in the building in the course of their employment and may serve alcoholic or malt beverages;

- (b) The establishment operates a commercial kitchen, persons under the age of twenty one (21) years may enter or remain in the licensed building until the hour of 2:00 a. m. but not including seating at the bar itself;
- (c) Limited Retail Licenses (clubs) are exempt from the age restrictions listed above;
- (d) Retail Licenses operating as a bowling alley are exempt from the age restrictions above;
- (e) Establishments that operate primarily for off-premise sales shall maintain a separate area for the sale of alcoholic or malt beverages, including a separate check out area.
- (f) In any other establishment and operation that is approved by the City Council for persons under twenty-one (21) years to be present.

No person shall sell, furnish, provide, give or cause to be sold, furnished or given away an alcoholic or malt beverage to a minor, under the age of 21, who is not his legal ward, medical patient or a member of their immediate family. (Current code 2-2-8)

2-3-4 Minors Prohibited from Having or Using Alcoholic Beverages - No minor shall:

- (a) Have any alcoholic or malt beverage in his possession within the city, or appear in a public place within the city, without being in the presence of a parent or legal guardian, while drunk or under the influence of an alcoholic liquor or malt beverage. For purposes of this section, under the influence of an alcoholic liquor or malt beverage shall mean the consumption of alcohol or malt beverage as shall be evidenced by the odor of alcohol on the breath and/or a positive reading for alcohol by an alco sensor or other device used to detect the presence of alcohol. (Amended by Ordinance 878, effective 5-26-92.)
- (b) Enter or remain in a room where alcoholic or malt beverages are stored or dispensed in any establishment holding a club, retail, or restaurant liquor license, except that minor employees shall be permitted in the room during hours when alcoholic and malt beverages are not sold or dispensed; or
- (c) Use or consume any alcoholic or malt beverages in any public place.

2-3-5. Falsifying Identification Prohibited. - No person shall, for the purpose of obtaining alcoholic or malt beverages for himself or for another person:

- (a) Falsify any identification;
- (b) Use identification belonging to another person; or
- (c) Lend to or permit another person to use any identification not belonging to that person.

2-3-6 Consumption on Private Premises Prohibited. - No person shall consume or exhibit any open container of alcoholic or malt beverages on any privately owned property without the permission of the owner.

2-3-7 Public Exhibition and Consumption. -

- A. No person shall consume any alcoholic or malt beverage, or exhibit any open container thereof, in any public place, with the following exceptions:
 - (a) Places of business with underlying liquor licenses which allows for on premise consumption.
 - (b) All city parks, between the hours of 8:00 a.m. and 11:00 p.m.;
 - (c) City outdoor public recreational facilities during period of scheduled public recreational activities and only between the hours of 8:00 a.m. and 11:00 p.m.;

(d) The interior areas of the Lander Community and Convention Center; and the exterior grounds of the Lander Community and Convention Center, including, but not limited to, the south patio and fireplace area, the north patio, but excluding the parking lot. This shall apply to the hours of 10:00 a.m. to 2:00 a.m.;

(e) All other areas specifically exempted by resolution of the governing body.

B. The governing body may, by resolution, designate special days during which the above subsections shall not apply or shall be limited in application, it being the policy of the City that the restrictions should not be in effect on certain holidays and days of public celebrations. (Current code 2-2-212)

2-3-8 Public Intoxication. - No person shall appear or be present in any public place while under the influence of alcohol, narcotics or other non-prescribed mind altering substance(s) to the extent that such person creates a nuisance or spectacle. This ~~as~~ may be established by any of the following elements: staggering, weaving, sleeping, vomiting, speaking incoherently, obscene speech, offensive gestures, or any other indecent or obnoxious conduct or act.

2.4.1 Restaurant Liquor Licensees

- A. Restaurant liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee, except as provided for in subsection f below.
- B. Alcoholic and malt beverages shall be dispensed and prepared for consumption in an area ~~dispensing room as defined herein in 2-2-1(F)~~ located upon the licensed premises separated from the dining area in which alcoholic and malt beverages may be served. No consumption of alcoholic and malt beverages shall be permitted within the dispensing area ~~room~~, nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing area.
- C. No restaurant liquor licensee shall serve alcoholic or malt beverages after food sales and services have ceased.
- D. All Restaurant Liquor Licensee's shall comply with any and all applicable state, federal, and municipal liquor laws.
- E. No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge.
- F. A restaurant liquor licensee may permit a patron to remove one (1) unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of W.S.31-5-235.

2.4.2 Resort Retail Liquor Licenses

- A. To qualify for a resort retail liquor license, the appropriate licensing authority shall require the resort complex to:
 - (a) Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars (\$1,000,000.00), excluding the value of the land;

- (b) Include a restaurant and a convention facility, which convention facility shall seat no less than one hundred (100) persons, and Include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms.

2.4.3 Bar And Grill License

- A. Restaurants as defined herein may be licensed under a bar and grill liquor license. In addition to any other application requirements herein, the license applicant shall submit a valid food service permit upon application and renewal.
- B. The governing body will consider the type, level and appropriateness of food services and entertainment sales in each application when determining whether to issue or renew a bar and grill license. Renewal shall be conditioned upon a requirement that not less than sixty (60%) percent of gross sales from the preceding 12 months operations are derived from food services, entertainment or a combination of food services and entertainment and shall be supported by an annual report from the licensee’s accountant or accounting program.
- C. A bar and grill liquor license shall not be sold, transferred or assigned by the holder.
- D. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed under this subsection. The following shall apply to sales of alcoholic and malt beverages:

- (a) All sales of alcoholic and malt beverages authorized by a bar and grill liquor license shall cease at the time food sales and services cease or at the hours specified by W.S.12-5-101(a) if food sales and services extend beyond the hours specified therein;

- (b) A bar and grill liquor licensee may permit a patron to remove one (1) partially consumed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the bar and grill premises. For purposes of this paragraph the term "full course meal" shall mean food which cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this paragraph shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this paragraph shall not be deemed an open container for purposes of W.S.31-5-235.

2.4.4 Resort Hotel Liquor License:

To qualify for a resort hotel liquor license the resort hotel shall:

- A. Have an actual valuation of, or the applicant shall commit to expend or have actually expended on the resort hotel, not less than five million dollars (\$5,000,000.00). Any valuation under this paragraph shall include the value of the land on which the resort hotel is located;
- B. Include a full-service restaurant that shall be open during regular business hours. At the discretion of the appropriate licensing authority, variances to this time requirement may be granted on a seasonal basis. As used in this paragraph, "full-service restaurant" means a restaurant where waiters deliver food and drink offered from a printed food menu to patrons at tables or booths and that has a dining room or rooms, kitchen and the number and kind of employees necessary for the preparing, cooking and serving of meals;
- C. Include within the resort hotel not less than twenty (20) sleeping rooms for short-term occupancy; (iv) Provide dining services to guest rooms for not less than twelve (12) hours each day; and (v) Provide facilities for business

meetings that can accommodate not less than fifty (50) participants. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

2.5.1 Temporary Malt Beverage And Catering Permits

Shall be issued by the Clerk, if appropriate, in accordance with the requirements of W.S. §12-4-502, as it may be amended, following the submission of an approval of the application, any required attachments, and review.

The applicant shall ensure that the premises are maintained in a decent and orderly manner, and shall insure that all patrons or guests act within the law and not cause disturbances, riots, or fights. Should the picnic, bazaar, fair rodeo or similar public gathering become disorderly, the Chief of Police may suspend the temporary malt beverage or catering permit. In such case, the applicant shall cause any crowds, patrons or guests to disperse and shall remove any malt beverages from the premises and cease dispensing the same.

2-5-2 Microbrewery and Winery Permits -

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

- (a) "Malt Beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.
- (b) "Microbrewery" means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year.
- (c) "Winery" means a commercial enterprise at a single location producing wine.

B. Application and Issuance of Microbrewery Permit & Winery Permits - Any person desiring a permit for the operation of a microbrewery or winery in accordance with the requirements of W.S. §12-4-412 shall apply to the City Clerk on forms prepared by the Wyoming Attorney General and in accordance with the applicable statutes of the State of Wyoming and not otherwise. The amount of the fee to be paid for a microbrewery permit shall be as stated in the City of Lander Fee Schedule. Said permit shall be renewed annually as other liquor licenses provided for hereunder. (Section 2-3-1(b) amended by Ordinance 1193 effective 11/15/15)

C. Provision for Sale in Microbrewery and Winery Permit - Issuance of a permit by the City of Lander shall entitle the permittee to:

- (a) Sell the microbrewery product, wines and other malt beverage for on premises consumption, provided the other malt beverages are obtained through licensed wholesale malt beverage distribution;
- (b) Hold a dual microbrewery permit or winery permit and a retail liquor license, restaurant license or resort license. Provided that there are available retail liquor, restaurant or resort licenses available and the same is approved by the Lander City Council and Mayor. Further provided that

no additional permit fee shall be charged over and above that charged for the original retail, restaurant or resort license.

(c) May allow the microbrewery to sell on site its products for off premises personal consumption, not for sale, in packaging bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale.

(d) May allow the winery to sell its products for off premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale.

(e) Transfer ownership of the microbrewery, by the permittee shall not be allowed to transfer the microbrewery permit to another location.

(f) Said permit shall be subject to all other requirements of the Wyoming State Statutes governing microbreweries not in effect or hereafter enacted. (Section 2-3-1 was amended by Ordinance 1100, effective June 21, 2005)-Current code 2-3-1

2-6-1 Hours of Sale. - Except as specifically provided by resolution of the City Council, all liquor licensees shall be controlled by the following schedule for operating hours:

- A. On all days a licensee may open the building at 6:00 a.m. and shall close the building and cease the sale of both alcoholic and malt beverages promptly at the hour of 2:00 a.m. the following day and shall clear the building of all persons other than employees by 2:30 a.m.; ~~and~~-(Current code 2-2-15)

SECTION 2: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

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

PASSED ON FIRST READING OCTOBER 28, 2025

PASSED ON SECOND READING FEBRUARY 10, 2026

PASSED ON THIRD READING

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

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

CERTIFICATE

I hereby certify that on _____ day of _____, following passage, adoption and approval of Ordinance 2025-13, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.

Rachelle Fontaine, City Clerk

RED- struck at first reading

GREEN - added on first reading

BLUE ITALICS- existing State Statute or current ordinance in a new location

ORANGE - amendments passed at second reading

ORDINANCE ~~1220-2025-13~~

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

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

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

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

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

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

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

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

SECTION 1:

TITLE 2

SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES

Section

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

Beverages

- ~~2-2-10~~ ~~2-3-5~~ ~~Falsifying Identification Prohibited~~
- ~~2-2-11~~ ~~2-3-6~~ ~~Consumption on Private Premises Prohibited~~
- ~~2-2-12~~ ~~2-3-7~~ ~~Public Exhibition and Consumption~~
- ~~2-2-13~~ ~~2-3-8~~ ~~Public Drunkenness-Intoxication~~
- ~~2-2-16~~ ~~2-4-1~~ ~~Restaurant Liquor Licenses~~
- ~~2-2-17~~ ~~Continuing Violation~~
- ~~2-4-1~~ ~~2-4-2~~ ~~Resort Retail Liquor Licenses~~
- ~~2-5-1~~ ~~2-4-3~~ ~~Bar and Grill Liquor Licenses~~
- ~~2-4-4~~ ~~Resort Hotel Liquor Licenses~~
- ~~2-2-18~~ ~~2-5-1~~ ~~Temporary Malt Beverage Permits; Issuance~~
- ~~2-2-19~~ ~~Same; Limits~~
- ~~2-2-20~~ ~~Same; Fees~~
- ~~2-2-21~~ ~~Same; Restrictions~~
- ~~2-3-1~~ ~~2-5-2~~ ~~Microbrewery Permits~~
- ~~2-2-15~~ ~~2-6-1~~ ~~Hours of Sale~~

~~2-1-1. **Maximum Term of Licenses.** – No license or permit for the carrying on or conducting of any business or employment shall be in force for any period longer than one year from the time of its issue.~~

2.1.1 General – Adoption of State Alcohol Beverage Laws

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

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

~~2-1-2. **Licenses Subject to Review.**~~

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

2.1.2 Definitions

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

- A. *“Adult Entertainment” means any form of dancing, exhibition or display involving male or female nudity or partial nudity for any period of time intended to gratify the sexual desires of any entertainer or patron, or any sexually oriented business. (Current code 2-5-1 C. 2)*
- B. *“Alcoholic liquor” means any spirituous or fermented fluid, substance or compound other than malt beverage intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume. As used in this paragraph, “beverage” does not include liquid filled candies containing less than six and one-quarter percent (6.25%) of alcohol by volume; (W.S. 12-1-101ai)*
- C. *“Building” means a roofed and walled structure built or set in place for permanent use;(W.S. 12-1-101 a ii)*
- D. *“Club” means any of the following organizations:(A) A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by*

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

- ~~E.~~ **Points:** Points assigned to a licensee for specific violations. ~~used to evaluate the~~
- ~~F.~~ ~~Dispensing Room means a room with four walls and a door within the licensed premises separate from the serving and dining areas.~~
- G. *Entertainment means any activity designated to provide diversion or amusement, regardless of the age required for the activity. "Entertainment" shall not include adult entertainment or gambling. (W.S. 12-1-101 a xxvii)*
- H. *Gambling is defined as risking any property for gain contingent in whole or in part upon lot, the operation of a gambling device or the happening or outcome of an event, including a sporting event, over which the person taking the risk has no control. (Current code 2-51 C. 3)*
- I. Licensee means a person holding any one (1) or more of the following: (A) Retail liquor license; (B) Limited retail liquor license; (C) Resort liquor license; (D) County retail malt beverage permit; (E) Twenty-four (24) hour malt beverage permit; (F) Restaurant liquor license; (G) Catering permit; (H) Bar and grill liquor license; (J) Malt beverage wholesale license; (K) Microbrewery permit; (L) Resort hotel liquor license, or any other liquor license allowed under Wyoming State law.
- J. *Malt Beverage means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume. (W.S. 12-1-101 a x)*
- K. *Microbrewery means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year. (W.S. 12-1-101 a xix)*
- ~~L.~~ ~~Minor as used in Title 2 shall mean any person who has not become twenty- one (21) years of age; provided, however, all persons who are gainfully employed by the holder of a valid alcoholic beverage license as of the date this ordinance is passed, adopted and approved and as a bona fide incident of said employment and during the course and scope of said employment may:~~

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

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

2.1.3 License and Application Requirements

A. No person shall sell alcoholic or malt beverages without a liquor license or permit issued by the City of Lander. Application shall be made under oath on the approved form to the governing body as provided by state law, and any licenses or permits granted shall be in accordance with and be subject to state law. The City Clerk shall keep a record of licenses and permits issued, including the name of the holder, the location for which the license or permit is granted, the dates of issuance and expiration, and the fee paid.

B. Pursuant to W.S. § 12-4-102, original and renewal liquor license applications shall contain:

(a) *The location of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of the application. If the building is not in existence, the location and an architect's drawing or suitable plans of the licensed building and premises to be licensed.*

(b) *The age and residence of the applicant, and of each applicant or partner if the application is made by more than one (1) individual or by a partnership;*

(c) *A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law, and of any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic liquor or malt beverages within ten (10) years prior to the filing of the application;*

(d) *For an original or transfer application a statement indicating the financial condition and financial stability of the new applicant;*

(e) *If the applicant is a corporation:*

(i) *The name, age and residence of each officer, director, and stockholder holding, either jointly or severally, ten (10%) percent or more of the outstanding and issued capital stock of the corporation; and*

(ii) *Whether any officer, director or stockholder with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.*

(f) *If the applicant is a limited liability company:*

(i) *The name, age and residence of each officer, manager, and member holding, either jointly or severally, ten (10%) percent or more of the outstanding ownership of the limited liability company; and*

(ii) *Whether any officer, manager or member with ten (10%) percent or more ownership has been convicted of a violation of law as provided above.*

(g) *If the applicant seeks a new or renewal of a restaurant liquor License, the applicant shall:*

(i) *Submit a valid food service permit; (W.S. 12-4-407)*

(ii) *An applicant for a restaurant liquor license shall satisfy the appropriate licensing authority that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages. (W.S. 12-4-408)*

(iii) *When renewing a restaurant liquor license, the appropriate licensing authority shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months operation of a licensed restaurant be derived from food services.(W.S. 12-4-408)*

(iv) *Upon application for license renewal, a license holder shall submit an annual report to the licensing authority on the sales of the licensed*

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

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

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

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

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

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

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

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

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

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

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

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

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

-2.1.4 Term, Renewal and Expiration of License

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

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

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

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

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

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

(e) The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the liquor license or permit; W.S. 12-4-104(b)

(f) Restaurant or Bar and Grill liquor license failure to satisfy the statutory requirements concerning gross sales of food, alcohol, and entertainment as appropriate or failure to provide a valid food service permit;

(g) The liquor license or permit is in violation of the operational requirements set forth in W.S. 12-4-103 (iv).

(h) Completion of an approved Alcohol Server Training Course by server employees within ~~30~~ 90 business days of hire.

(i) Any other reason pursuant to state statute.

~~2-2-1. **General.** For the protection of the health, safety and welfare of the citizens of Lander, it is the policy of the City of Lander to strictly regulate the traffic of alcoholic and malt beverages. Therefore, no traffic in such beverages is permitted except in accordance with this Title.~~

~~2-2-2. **Definitions.**~~

~~(a) The words and phrases used in this Title shall be as defined in Title 12 of the Wyoming Statutes.~~

~~(b) "Public place" as used in this Title shall include private business premises open to the public and includes private vehicles operating or parked in public places.~~

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

~~(1) Possess alcoholic beverages and/or;~~

~~(2) Enter and/or remain in a room in which alcoholic beverages are dispensed or sold, shall not be considered minors, as herein defined. (Section 2-2-2 amended by Ordinance 824, effective 6-28-88.)~~

2.1.5 Fees

- A. Original License, transfer and Renewal Fees for alcoholic beverage liquor licenses shall be as stated in the City of Lander Fee Schedule. *A license or permit issued for a term less than one (1) year shall be issued at a pro-rated annual fee accordingly.* All license and related fees shall paid in full before the issuance of the original or renewal of a liquor license.
- B. *All fees for licenses and permits issued by a licensing authority paid under this title shall be deposited into the treasury of the licensing authority. No refund of all or any part of a license fee shall be made at any time following issuance. (W.S. 12-4-105)*
- C. *Transfer: Upon approval by the governing body of a transfer of license to either a different location or different licensee, fees shall be paid prior to the transfer becoming effective as stated in the City of Lander Fee Schedule. (Current code 2-1-4)*

2.2.1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages

Every liquor licensee and/or his or her employees shall conform to the following mandatory standards when selling and serving alcoholic beverages in the city. *Standards.* For this chapter, the following standards of conduct shall apply:

- A. Standards.
 - (a) Refuse to serve any patron who is obviously intoxicated or is obviously physically endangering people or property in the licensed premises or dispensing area. For the purposes of this section, "obviously intoxicated" shall mean an individual who is inebriated to the extent that the person appears substantially impaired, and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.

- (b) Order any patron to leave and depart who is endangering people or property in the licensed premises and notify the Lander police department of any criminal incident as soon as reasonably possible.
- (c) Refuse to sell, give, or deliver alcoholic liquor or malt beverage to any person under the age of twenty-one years.
- (d) Report other criminal activity in the licensed building, dispensing area or on the licensed premises as established by local, state or federal law, as soon as reasonably possible.
- (e) Comply with the training and records maintenance requirements.
- ~~(f) Clearly post occupancy limits and limit access so as not to exceed the occupancy limit as established by the International Fire Code as adopted by the city.~~

B. Public responsibility.

- (a) No person shall consume or carry in open containers alcoholic liquor or malt beverages, inside or outside of any motor vehicles on any street or highway, or in any restaurant, hotel dining room or any other public place whatsoever within the city, except places where the sale or service of alcoholic liquor or malt beverages is authorized by the Wyoming State law or city ordinance, or as permitted by a catering, malt beverage or open container permit, issued pursuant to this Title.
- (b) It is unlawful to remain in an establishment operated under a liquor license after a lawful request to leave is made by an agent, employee, or owner of the establishment.

C. Chartered vehicles. Alcoholic liquor or malt beverages may be consumed by adult passengers within: (1) commercial limousines, being defined for purposes herein as a passenger car pursuant to W. S. Section 31-1-101, with a closed passenger compartment seating three or more passengers which is separated from the driver's seat with a partition which may be of glass; (2) horse-drawn vehicle; or (3) a chartered bus, trolley or similar vehicle designed to carry ten or more persons when the vehicle is being used for transportation of passengers. The driver of any such vehicle is prohibited from consuming, possessing, or having an alcoholic beverage in or about the driving area of the vehicle. No fee may be charged for any alcoholic liquor or malt beverage consumed in such vehicles.

D. Bottle clubs.

- (a) "Bottle club" is an operation or enterprise whereby space is given or rented to any person or persons upon the premises of such operation or enterprise for a primary purpose of keeping or storage of alcoholic or malt beverages for consumption upon such premises or in other rooms nearby, used for consumption by the owner of the beverages or guests, the income, profits or fees of the operator of the bottle club being secured from sales or furnishing mixes, ice, food or glasses or from dues, charges, contributions, membership cards or assessments including charges for the rental of storage space for the alcoholic or malt beverages.
- (b) It is unlawful to operate a bottle club in the city, and any person who operates a bottle club shall be deemed guilty of a misdemeanor. Each day of operation shall be deemed a separate offense.

E. Penalty. Each violation of a standard set out in this section shall constitute a misdemeanor punishable by a fine of not more than seven hundred fifty dollars and in accordance with the current adopted City of Lander Fee Schedule.

(a) A violation of this chapter that results in a conviction is punishable by a fine of not more than seven hundred fifty dollars, or other penalties per City of Lander Municipal Bond Fee Schedule.

(b) Evidence that the licensee or his or her employee summoned police to deal with activity within the establishment that is prohibited by this Title may be considered in mitigation of the penalty that may be imposed for a conviction.

2.2.2 Plan Of Operation Required

A. Plan of operation description. Any license authorized under this chapter shall not be issued, ~~renewed~~, or transferred until the applicant has submitted a plan of operation that meets the requirements of this section. A plan of operation shall contain and shall set forth in simple narrative form the following:

- (a) An operational statement describing the location and layout of the licensed building, licensed premises and/or dispensing area;
- (b) Schedule of all days and hours of operation;
- (c) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);
- (d) Description of specific alcohol inventory management practices that are relevant to the license at issue;
- (e) Description of specific crowd control and security practices that are relevant to the license at issue;
- (f) Description of other information that is relevant and pertinent to the operation of the licensee's licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the city governing body at the time of renewal, transfer or issuance of the license;
- (g) Description of delivery and/or curbside services if offered by the licensee;
- (h) A bar and grill shall define the type of entertainment it intends to provide.
- (i) Alcohol Server Training plan and schedule.

B. Amendments. The licensee may propose amendment(s) to an existing approved plan of operation for an issued license during the term of its license. Such an amendment may be approved by the city administrator if it is not a material deviation from the licensee's existing approved plan.

C. Deviation. Any material deviation from the approved plan of operation requires a formal review by City administration and may be referred to the city governing body for approval of a modified plan of operation.

2.3.1 Point values, Fines for alcoholic beverage violations — Hearings — Suspensions and revocation petition consideration — Procedure.

A. **Purpose:** ~~The purpose of this section is to establish a system of fines and point points for licensed liquor license holders and establishments in order to deter violations of state and local liquor laws, encourage voluntary compliance, and provide a framework for escalating enforcement actions when needed.~~ The purpose of this section is to enhance community safety through the oversight of liquor licenses. The City shall achieve this by establishing a proactive system to reduce violations of state and local liquor laws, encourage voluntary compliance, and provide a framework for escalating enforcement actions when warranted. To accomplish this purpose, a system of fines and points will be

established to quantify violations of state and city regulations and set thresholds that will determine whether the City shall consider seeking District Court review, and possible suspension or revocation, of liquor licenses. These violations shall be accrued only from the actions of license holders, agents, and employed staff and only through judicial conviction, if applicable, or by evidenced documentation by the Lander Police Department and City Clerk.

B. Violation Categories and points. Upon first offense, there shall be a written warning, which shall be addressed by the liquor license holder within 30 business days. A fine as set forth below shall be imposed upon a second and/or subsequent offense(s). point points shall be assessed as set forth below upon first second and subsequent offenses.

Type of Violation	Fine	Points
Controlled Substance Violation as defined below	\$1000	100/50
Failure to pay Sales Tax within 60 45 business days of Sales Tax Hold Notice	\$1000	25 14
Sale to minor	\$500	10
Sale to intoxicated person Sale to any patron who is obviously intoxicated or is obviously physically endangering people, or property in the licensed premises	\$500	10
Failure to notify law enforcement concerning removal of persons from the premises, denial of service to minors, or due to level of intoxication	\$500	10
Unauthorized Alcohol Service (including but not limited to: failure to obtain appropriate permit, selling while suspended, or selling alcohol not purchased from wholesaler)	\$500 1,000	15-30
Failure of bar and grill and restaurant liquor license holder to provide food service while dispensing alcoholic beverages in accordance with state statute	\$375	7
After-hours Sale/Service	\$250	5
Unauthorized gambling	\$250	5
Failure to maintain adequate records as mandated by state liquor division pertinent to gross revenue receipts required of bar and grill or restaurant liquor license	\$150 1,000	3 30
Failure to provide approved alcohol server training to servers each server	\$150	3

Sales Tax Holds may also be addressed and or suspended in accordance with W.S. 12-7-103.

Type of Violation	Fine	Points
Sale to Minor	\$500	10

Sale to Intoxicated Person	\$500	40
After Hours Sale/Service	\$250	5
Controlled Substance Violation as defined below	\$1000	100/50
Failure to Notify Law Enforcement concerning removal of persons from the premises, denial of service to minors, or due to level of intoxication	\$500	40
Unauthorized Gambling	\$250	5
Unauthorized Alcohol Service (failure to obtain appropriate permit, selling while suspended or selling alcohol not purchased from wholesaler)	\$500	40
Failure to maintain adequate records as mandated by state liquor division pertinent to the gross revenue receipts requirements of bar and grill and restaurant liquor license	\$150	3
Record Keeping	\$150	3
Failure to provide approved alcohol training to servers	\$1000	25
Failure to pay Sales Tax within 60 business days of Sales Tax Hold Notice		

~~Sales Tax Holds may also be addressed and or suspended in accordance with W.S. 12-7-103.~~

~~Controlled Substance Violations. If a licensee, its agent or employee is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, in any court, the licensee shall acquire one hundred points.~~

~~If a third party is convicted of illegally distributing or possessing with intent to distribute a controlled substance in the licensed premises, and the governing body finds that there is substantial evidence that such occurred with the knowledge of the licensee, or its agent or employee while in the service of the licensee, and that the licensee, its agent or employee did not report his or her knowledge of such sale or possession to a peace officer, as that term is defined in Wyoming Statute Section 7-2-101, as soon as practicable, the licensee shall acquire fifty points.~~

~~Repeat offenses within a 24-month period may result in increased fines up to double the previous amount and additional points.~~

C. Demerit point **Point** Thresholds and Consequences

Cumulative Demerits Points 24-12 month period	Penalty
10-14 15-20 Points	Present a correction plan within 7 business days of notification
15-19 21-30 Points	Violation hearing Potential 7 day suspension recommendation of liquor license
20-24 Points	Violation Hearing Potential 20-day suspension recommendation of liquor license
25+ 30 Points	Violation Hearing before the local licensing authority for recommendation of revocation through District Court

~~Cumulative points (24-12 month period) Penalty~~

~~10-14 points Present a correction plan within 7 business days of notification~~

~~15-19 points Violation Hearing Potential 7-day suspension recommendation of liquor license~~

~~20-24 points Violation Hearing Potential 20-day suspension recommendation of liquor license~~

~~25+ points Violation Hearing before the local licensing authority for recommendation of revocation through District Court~~

2.3.2 Hearings–Suspensions–Revocation Petition Considerations Procedure ~~Enforcement and Appeals~~

(a) Purpose: To ensure due process to liquor license holders, the City shall establish the following procedures for enforcement and appeals of the system described in 2.3.1. The license holders have the opportunity to dispute the documentation of individual violations through a hearing, as detailed in subsection below. Additionally, in cases where license holders have exhibited a documented pattern of violations of local and state regulations, and after the accrual of pre-determined point amounts, a suspension or revocation hearing will take place. These processes precede, and the findings inform, a vote by the Governing Body to potentially initiate District Court action to rule on the suspension or revocation of licenses.

(b) Written warnings, fines and points. The following process shall apply for the issuance of fines, points and written warnings:

(i) **Notice of Violation:** The City Clerk or designee issues a written citation specifying the violation, the fine amount, and the points to be assessed.

(ii) **Opportunity to Cure/Pay:** The licensee may accept the citation and pay the fine within a set period within 15 business days, at which point the matter is closed.

(iii) **Right to Contest:** If the licensee disputes the violation or fine, they may request a hearing before ~~the governing body or hearing examiner~~ an administrative law judge within the same 15 business day period.

(iv) **Hearing Procedure:** At the hearing, the licensee can appear in person or through counsel, present evidence, and cross-examine witnesses. The administrative law judge would make findings of fact and issue a written decision.

(v) **Appeal:** Any suspension or revocation decision would continue to be subject to review in district court under § 12-4-104. For fines, an appeal could also be allowed under the Wyoming Administrative Procedure Act, or the ordinance can specify that Council decisions are final unless overturned by a court.

(c) Violation Hearing for Suspension or Revocation Consideration. Should the governing body become aware that a licensee has obtained 21 or more points as outlined above, it shall provide the licensee with notice and an opportunity for a hearing. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:

(i) That the governing body has been informed that one or more of the events described in subsection 2.3.1 of this section, has occurred and that as a result point points may be attributed to the licensee and that a suspension and/or revocation of the license is possible;

(ii) Summarizing the nature and date(s) of the alleged event(s) and the number of point points which would be attributed to the licensee if the governing body finds that such event(s) occurred;

(iii) That a hearing on the subject has been scheduled before an administrative law judge ~~the governing body~~, and further informing the licensee of the time and place of the hearing; and

(iv) That the purpose of the hearing is to hear evidence, including that presented by the licensee, on the issue.

(v) The sanctions provided in this section for point points are cumulative, and therefore points may result in multiple sanctions.

(d) Suspension Hearing. If it appears to the governing body that a licensee has acquired sufficient points to result in a suspension or revocation of its license, the licensee shall be afforded an opportunity for hearing before ~~an administrative law judge the governing body or hearing examiner~~. The purpose of such hearing is to allow the licensee to provide information demonstrating that such points have not been acquired. Notice of such hearing shall precede consideration of the matter by at least ten business days, shall be served personally or by certified mail to the address of the licensee listed on the licensee's most recent liquor license application to the City, and shall include a statement:

- (i) That it appears to the governing body that the licensee has acquired points such that a suspension and/or revocation of the licensee's license is appropriate;
- (ii) Summarizing the nature and date(s) of the incidents resulting in points and the number of point points alleged to have been acquired by the licensee as a result of such incidents;
- (iii) That a hearing on the subject has been scheduled before an ~~administrative law judge the governing body~~, and further informing the licensee of the time and place of the hearing; and
- (iv) That the purpose of the hearing is to allow the licensee to offer corrections to the information demonstrating such points have not been acquired.

(e) Hearing requirements. At a hearing, a licensee may appear in person or through counsel. A licensee will be given an opportunity to present evidence and argument on the relevant issue. Evidence relied on shall consist of information commonly relied upon by reasonably prudent people in the conduct of their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded. A record shall be made of the proceedings and shall include the following:

- (i) All notices and intermediate rulings;
- (ii) Evidence received or considered by the governing body, including information officially noticed and received from the municipal court;
- (iii) Questions and offers of proof, objections, and rulings thereon;
- (iv) Any proposed findings and exceptions thereto; and
- (v) Any opinion, findings, decision, or order of the governing body and any report by any hearing officer.

~~(f) Hearing Examiners~~Administrative Law Judge. ~~Nothing shall preclude the governing body from appointing one or more hearing examiners to~~The governing body shall appoint an administrative law judge to conduct any hearing called for by this section for the purpose of assembling a record for subsequent consideration by the governing body. ~~If a hearing examiner is appointed,~~ The governing body shall direct the ~~examiner~~administrative law judge to forward the record of the hearing to the governing body ~~either~~ with ~~or without~~ proposed findings of fact and conclusions of law, and with ~~or without~~ the opinion/recommendation of the ~~examiner~~ administrative law judge.

(g) ~~Governing body or Hearing Examiner~~ Administrative Law Judge decision. Following the hearing described in this section, and based upon the information considered and received at such hearing, and the sanctions described, the governing body shall:

- (i) Authorize the City Attorney to prepare and file with the district court a petition to revoke or suspend the licensee's license; or
- (ii) Find that suspension or revocation is not required by the terms of this section.

All decisions shall be made in writing, shall be supported by findings of fact and conclusions of law, and shall be delivered to the licensee in interest either personally or by mail at the address listed on the licensee's most recent liquor license.

~~2-2-3. **License Required.** - No person shall sell alcoholic or malt beverages without a license or permit issued by the City of Lander. Application shall be made to the City Council as provided by state law, and any licenses or permits granted shall accord with and be subject to state law. The City Clerk shall keep a record of licenses and permits issued, including the name of the holder, the location for which the license or permit is granted, the dates of issuance and expiration, and the fee paid.~~

~~2-2-4. **Expiration.** - All alcoholic beverage licenses shall expire on February 20 of each year and shall be subject to renewal at a regular City Council meeting, or at any special Council meeting called for this purpose, on or before January 20 of each year. Fees for licenses issued or renewed on other dates shall be prorated.~~

~~2-2-5. **Fees.** - Fees for alcoholic beverage licenses shall be as stated in the City of Lander Fee Schedule. (Section 2-2-5 amended by Ordinance 1193 effective 11/15/15)~~

~~2-2-6. **Ground for Suspension, Revocation, or Non-Renewal.** - Without limitation, the following are grounds for the City Council to suspend, revoke, or refuse to renew any license or permit under this Title:~~

~~(a) - Violations by the holder of any provisions of this Title or of Title 12 of the Wyoming Statutes. A court conviction shall be presumptive evidence of such violation.~~

~~(b) - That the premises, while licensed in the name of the holder, are the scene of repeated or continuing violations of any ordinance or law, and that the initial violation occurred while the premises were licensed in the name of the holder and the holder had knowledge of the first violation or delays correcting a continuing violation.~~

~~2-2-7. **2-3-2 License Holder Accountable for Agent.** - Violations or notice attributable to agents of the license or permit holder are attributable to the holder and in such cases either the holder or the agent, or both, may be held accountable and the defense that the agent acted outside the scope of his authority shall not apply. This section shall apply to misdemeanor violations and City Council proceedings, provided that no jail sentence shall be imposed on license holders for violation by their agents unless the agent was expressly authorized to perform or permit the act in question. (Current code 2-2-7)~~

~~2-2-8. **2-3-3 Providing Minor with Alcoholic Beverages Prohibited.**~~

Except as provided in this section, no licensee or agent, employee or server thereof shall knowingly permit any person under the age of twenty-one (21) years to enter or remain in the licensed building where alcoholic or malt beverages are dispensed in an establishment that

provides adult entertainment and/or is primarily for on premise consumption where the primary source of revenue from the operation is from the sale of alcoholic or malt beverages unless:

- (a) The establishment is operating a restaurant with a commercial kitchen where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages; Employees at least eighteen (18) years of age are permitted in the building in the course of their employment and may serve alcoholic or malt beverages;*
- (b) The establishment operates a commercial kitchen, persons under the age of twenty one (21) years may enter or remain in the licensed building until the hour of 2:00 a. m. but not including seating at the bar itself;*
- (c) Limited Retail Licenses (clubs) are exempt from the age restrictions listed above;*
- (d) Retail Licenses operating as a bowling alley are exempt from the age restrictions above;*
- (e) Establishments that operate primarily for off-premise sales shall maintain a separate area for the sale of alcoholic or malt beverages, including a separate check out area.*
- (f) In any other establishment and operation that is approved by the City Council for persons under twenty-one (21) years to be present.*

No person shall sell, furnish, provide, give or cause to be sold, furnished or given away an alcoholic or malt beverage to a minor, under the age of 21, who is not his legal ward, medical patient or a member of their immediate family. (Current code 2-2-8)

2-2-9. 2-3-4 Minors Prohibited from Having or Using Alcoholic Beverages - No minor shall:

- (a) have any alcoholic or malt beverage in his possession within the city, or appear in a public place within the city, without being in the presence of a parent or legal guardian, while drunk or under the influence of an alcoholic liquor or malt beverage. For purposes of this section, under the influence of an alcoholic liquor or malt beverage shall mean the consumption of alcohol or malt beverage as shall be evidenced by the odor of alcohol on the breath and/or a positive reading for alcohol by an alcohol sensor or other device used to detect the presence of alcohol. (Amended by Ordinance 878, effective 5-26-92.)*
- (b) enter or remain in a room where alcoholic or malt beverages are stored or dispensed in any establishment holding a club, retail, or restaurant liquor license, except that minor employees shall be permitted in the room during hours when alcoholic and malt beverages are not sold or dispensed; or*
- (c) use or consume any alcoholic or malt beverages in any public place. (Current code 2-2-9)*

2-2-10 2-3-5. Falsifying Identification Prohibited. - No person shall, for the purpose of obtaining alcoholic or malt beverages for himself or for another person:

- (a) falsify any identification;
- (b) use identification belonging to another person; or
- (c) lend to or permit another person to use any identification not belonging to that person. (Current code 2-2-10)

2-2-11. 2-3-6 Consumption on Private Premises Prohibited. - No person shall consume or exhibit any open container of alcoholic or malt beverages on any privately owned property without the permission of the owner. (Current code 2-2-11)

~~2-2-12.~~ 2-3-7 Public Exhibition and Consumption. -

- A. No person shall consume any alcoholic or malt beverage, or exhibit any open container thereof, in any public place, with the following exceptions:
 - (a) *Places of business with underlying liquor licenses which allows for on premise consumption.*
 - (b) *All city parks, between the hours of 8:00 a.m. and 11:00 p.m.;*
 - (c) *City outdoor public recreational facilities during period of scheduled public recreational activities and only between the hours of 8:00 a.m. and 11:00 p.m.;*
 - (d) *The interior areas of the Lander Community and Convention Center; and the exterior grounds of the Lander Community and Convention Center, including, but not limited to, the south patio and fireplace area, the north patio, but excluding the parking lot. This shall apply to the hours of 10:00 a.m. to 2:00 a.m.;*
 - (e) *All other areas specifically exempted by resolution of the governing body.*

- B. *The governing body may, by resolution, designate special days during which the above subsections shall not apply or shall be limited in application, it being the policy of the City that the restrictions should not be in effect on certain holidays and days of public celebrations. (Current code 2-2-212)*

2-2-13. 2-3-8 Public Intoxication. - No person shall appear or be present in any public place while under the influence of alcohol, narcotics or other non-prescribed mind altering substance(s) to the extent that such person creates a nuisance or spectacle. This as may be established by any of the following elements: staggering, weaving, sleeping, vomiting, speaking incoherently, obscene speech, offensive gestures, or any other indecent or obnoxious conduct or act. (Current code 2-2-13)

2.4.1 Restaurant Liquor Licensees

(W.S. 12-4-410)

- A. *Restaurant liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee, except as provided for in subsection f below.*
- B. *Alcoholic and malt beverages shall be dispensed and prepared for consumption in an ~~area dispensing room as defined herein in 2-2-1(F)~~ located upon the licensed*

premises separated from the dining area in which alcoholic and malt beverages may be served. No consumption of alcoholic and malt beverages shall be permitted within the dispensing area ~~room~~, nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing area.

- C. *No restaurant liquor licensee shall serve alcoholic or malt beverages after food sales and services have ceased.*
- D. *All Restaurant Liquor Licensee's shall comply with any and all applicable state, federal, and municipal liquor laws.*
- E. *No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge.*
- F. *A restaurant liquor licensee may permit a patron to remove one (1) unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of W.S.31-5-235.*

2.4.2 Resort Retail Liquor Licenses

(W.S. 12-4-401)

- A. *To qualify for a resort retail liquor license, the appropriate licensing authority shall require the resort complex to:*
 - (a) *Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars (\$1,000,000.00), excluding the value of the land;*
 - (b) *Include a restaurant and a convention facility, which convention facility shall seat no less than one hundred (100) persons, and*
Include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms.

2.4.3 Bar And Grill License

(W.S. 12-4-413)

- A. *Restaurants as defined herein may be licensed under a bar and grill liquor license. In addition to any other application requirements herein, the license applicant shall submit a valid food service permit upon application and renewal.*
- B. *The governing body will consider the type, level and appropriateness of food services and entertainment sales in each application when determining whether to issue or renew a bar and grill license. Renewal shall be conditioned upon a requirement that not less than sixty (60%) percent of gross sales from the preceding 12 months operations are derived from food services, entertainment or a combination of food services and entertainment and shall be supported by an annual report from the licensee's accountant or accounting program.*
- C. *A bar and grill liquor license shall not be sold, transferred or assigned by the holder.*
- D. *Bar and grill liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed under this subsection. The following shall apply to sales of alcoholic and malt beverages:*
 - (a) *All sales of alcoholic and malt beverages authorized by a bar and grill liquor license shall cease at the time food sales and services cease or at the*

hours specified by W.S. 12-5-101(a) if food sales and services extend beyond the hours specified therein;

(b) A bar and grill liquor licensee may permit a patron to remove one (1) partially consumed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the bar and grill premises. For purposes of this paragraph the term "full course meal" shall mean food which cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this paragraph shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this paragraph shall not be deemed an open container for purposes of W.S.31-5-235.

2.4.4 Resort Hotel Liquor License: (W.S. 12-4-416)

To qualify for a resort hotel liquor license the resort hotel shall:

- A. Have an actual valuation of, or the applicant shall commit to expend or have actually expended on the resort hotel, not less than five million dollars (\$5,000,000.00). Any valuation under this paragraph shall include the value of the land on which the resort hotel is located;*
- B. Include a full-service restaurant that shall be open during regular business hours. At the discretion of the appropriate licensing authority, variances to this time requirement may be granted on a seasonal basis. As used in this paragraph, "full-service restaurant" means a restaurant where waiters deliver food and drink offered from a printed food menu to patrons at tables or booths and that has a dining room or rooms, kitchen and the number and kind of employees necessary for the preparing, cooking and serving of meals;*
- C. Include within the resort hotel not less than twenty (20) sleeping rooms for short-term occupancy; (iv) Provide dining services to guest rooms for not less than twelve (12) hours each day; and (v) Provide facilities for business meetings that can accommodate not less than fifty (50) participants. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivering or dispensing and pouring for value, exchanging for goods, services or patronage or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.*

2.5.1 Temporary Malt Beverage And Catering Permits

Shall be issued by the Clerk, if appropriate, in accordance with the requirements of W.S. §12-4-502, as it may be amended, following the submission of an approval of the application, any required attachments, and review.

The applicant shall ensure that the premises are maintained in a decent and orderly manner, and shall insure that all patrons or guests act within the law and not cause disturbances, riots, or fights. Should the picnic, bazaar, fair rodeo or similar public gathering become disorderly, the Chief of Police may suspend the temporary malt beverage or catering permit. In such case, the applicant shall cause any crowds, patrons or guests to disperse and shall remove any malt beverages from the premises and cease dispensing the same.

~~**2-2-16. Restaurant Liquor Licensees.**~~

~~(a) — Restaurant liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee.~~

~~(b) — Alcoholic and malt beverages shall be dispensed and prepared for consumption in one room upon the licensed premises separated from the dining area in which alcoholic and malt beverages may be served. No consumption of alcoholic and malt beverages shall be permitted within the dispensing room, nor shall any person other than employees be permitted to enter the dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979 for purposes of alcoholic or malt beverage sales and consumption, the restaurant may dispense alcoholic or malt beverages in the separate dispensing room under a restaurant liquor license, and any person over 19 year of age is permitted to enter the separate dispensing room.~~

~~(c) — No restaurant liquor licensee shall serve alcoholic or malt beverages after food sales and services have ceased.~~

~~(d) — All Restaurant Liquor Licensee's shall comply with any and all applicable state, federal, and municipal liquor laws.~~

~~**2-2-17. Continuing Violations.** — Each day of a continuing violation of this Title shall be deemed a separate offense. (Amended by Ordinance 730, effective 6-14-82.)~~

~~**2-2-18. Temporary Malt Beverage and Catering Permits; Issuance.**~~

~~WY Statute 12-4-502~~

~~**2-2-20.** _____ **Repealed**~~

~~**2-2-21. Same; Restrictions.** — The applicant shall insure that the premises are maintained in a decent and orderly manner, and shall insure that all patrons or guests act within the law and not cause disturbances, riots, or fights. Should the picnic, bazaar, fair, rodeo or similar public gathering become disorderly, the Chief of Police may suspend the temporary malt beverage permit and refund any un-accrued fees to the applicant. In such case, the applicant shall cause any crowds, patrons or guests to disperse and shall remove any malt beverages from the premises and cease dispensing the same. (Section 2-2-21 created by Ordinance 775, effective 11-27-84.)~~

~~**2-3-1. 2-5-2 Microbrewery and Winery Permits -**~~

~~(a) Definitions - as used herein the following terms shall have the following meanings:~~

~~(i) "Malt Beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from~~

any substance therefore, containing at least one-half of one percent (.5%) of alcohol by volume.

(ii) "Microbrewery" means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifteen thousand (15,000) barrels per year and no less than one hundred (100) barrels per year.

(iii) "Winery" means a commercial enterprise at a single location producing wine.

(b) Application and Issuance of Microbrewery Permit & Winery Permits

- Any person desiring a permit for the operation of a microbrewery or winery in accordance with the requirements of W.S. §12-4-412 shall apply to the City Clerk on forms prepared by the Wyoming Attorney General and in accordance with the applicable statutes of the State of Wyoming and not otherwise. The amount of the fee to be paid for a microbrewery permit shall be as stated in the City of Lander Fee Schedule. Said permit shall be renewed annually as other liquor licenses provided for hereunder. (Section 2-3-1(b) amended by Ordinance 1193 effective 11/15/15)

(c) Provision for Sale in Microbrewery and Winery Permit - Issuance of a permit by the City of Lander shall entitle the permittee to:

(i) Sell the microbrewery product, wines and other malt beverage for on premises consumption, provided the other malt beverages are obtained through licensed wholesale malt beverage distribution;

(ii) Hold a dual microbrewery permit or winery permit and a retail liquor license, restaurant license or resort license. Provided that there are available retail liquor, restaurant or resort licenses available and the same is approved by the Lander City Council and Mayor. Further provided that no additional permit fee shall be charged over and above that charged for the original retail, restaurant or resort license.

(iii) May allow the microbrewery to sell on site its products for off premises personal consumption, not for sale, in packaging bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale.

(iv) May allow the winery to sell its products for off premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale.

(v) Transfer ownership of the microbrewery, by the permittee shall not be allowed to transfer the microbrewery permit to another location.

(vi) Said permit shall be subject to all other requirements of the Wyoming State Statutes governing microbreweries not in effect or hereafter enacted. (Section 2-3-1 was amended by Ordinance 1100, effective June 21, 2005)-Current code 2-3-1

~~2-4-1. Resort Retail Liquor Licenses~~—The appropriate licensing authority in a county, City or town may issue resort retail liquor licenses to applicants who are

~~owners or lessees of a resort complex meeting the qualifications of subsection (a) of this section~~

~~(a) To qualify for a resort retail liquor license, the appropriate licensing authority shall require the resort complex to:~~

~~(i) Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars (\$1,000,000.00), excluding the value of the land;~~

~~(ii) Include a restaurant and a convention facility, which convention facility shall seat no less than one hundred (100) persons, and~~

~~(iii) Include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms. (Section 2-4-1 was created by Ordinance 1100, effective June 21, 2005)~~

~~**2-5-1. Bar and Grill License –**~~

~~a) The City, upon application and after public hearing, may authorize the issuance of a Bar and Grill Liquor License to a restaurant pursuant to Section 12-4-413(a) of Wyoming Statutes as such section may be amended from time to time.~~

~~b) Any person desiring a Bar and Grill Liquor License shall file with the town clerk an application with the required supporting documentation and payment of the applicable fee. (Section 2-5-1 amended by Ordinance 1193 effective 11/15/15.)~~

2-2-15. 2-6-1 Hours of Sale. - Except as specifically provided by resolution of the City Council, all liquor licensees shall be controlled by the following schedule for operating hours:

(a) On all days a licensee may open the building at 6:00 a.m. and shall close the building and cease the sale of both alcoholic and malt beverages promptly at the hour of 2:00 a.m. the following day and shall clear the building of all persons other than employees by 2:30 a.m.; and (Current code 2-2-15)

SECTION 2: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3: Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

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

PASSED ON FIRST READING OCTOBER 28, 2025

PASSED ON SECOND READING

PASSED ON THIRD READING

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

THE CITY OF LANDER

A Municipal Corporation

By _____

Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)

)ss.

COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on ____ day of _____, following passage, adoption and approval of Ordinance 2025-13, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the

Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____.