	CITY OF LANDER		
	REGULAR SESSION MEETING		
	Tuesday, May 26, 2026, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	AGENDA		

Join Zoom Meeting

<https://us06web.zoom.us/j/84029291021>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. NEW BUSINESS (NON-ACTION ITEMS)

- A. Discussion concerning Resolution 1385, a resolution of the governing body of the City of Lander, amending Resolution 1381 to clarify the question of the Three-Quarter Percent Sales and Use Tax to specifically establish a four-year term; and the affiliated Memorandum of Understanding.
- B. Discussion concerning proposed Resolution 1387 Amending Resolution 1358 Fees and Utility Rates for Water and Wastewater Service July 1, 2026-June 30, 2027.
- C. Discussion Concerning proposed Resolution 1388 The City of Lander Fee Schedule 2026-2027 A Resolution Replacing Resolutions 1359.

4. NEW BUSINESS (ACTION ITEMS)

- A. Untable Approval of Resolution 1385, a resolution of the governing body of the City of Lander, amending Resolution 1381 to clarify the question of the Three-Quarter Percent Sales and Use Tax to specifically establish a four-year term.
- B. Approval of Resolution 1385, a resolution of the governing body of the City of Lander, amending Resolution 1381 to clarify the question of the Three-Quarter Percent Sales and Use Tax to specifically establish a four-year term.
- C. Approve Resolution 1386 A Resolution Approving Industry Representative Support for The Patagonia Free Wall Beta Walk Tour Event on June 4th, 2026, Pursuant to W.S.§ 12-5-402 And Exempting The Parking Lot Of Wild Iris Mountain Sports Located At 166 Main Street, Lander, Wyoming From The Open Container Provisions Of City Ordinance 2-2-12.
- D. Approve the annual Wildland Fire Management Operating Plan.
- E. Approve Wind River Visitor Council's FY 2026 2027 Budget.

5. UNFINISHED BUSINESS (ACTION ITEMS)

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

6. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

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

6:00 P.M. Tuesday, June 23, 2026, City Council Chambers

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

All meetings are subject to cancellation or change.

RESOLUTION NO. 1385

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LANDER AMENDING RESOLUTION NO. 1545 TO CLARIFY THE QUESTION OF THE THREE-QUARTER PERCENT (3/4%) SALES AND USE TAX TO SPECIFICALLY ESTABLISH A FOUR-YEAR TERM

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

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

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

WHEREAS, if the proposition is approved in the August 18, 2026 Primary Election, the economic development tax shall become effective on January 1, 2027, shall be in effect for a period of four (4) years, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

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

WHEREAS, Resolution No. 1381 of the governing body of the City of Lander approved the placement of an optional three-quarter percent (3/4%) sales and use tax for economic development question to be placed on the 2026 Primary Election ballot; and

WHEREAS, pursuant W.S. 39-15-203(a)(v)(C), the governing body wishes to amend Resolution No. 1545 to clarify its intention to establish the initial term of the tax at four (4) years.

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

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

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, shall be in effect for a period of four (4) years, and as provided by W.S. § 39-15-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

PASSED, APPROVED, AND ADOPTED by the governing body of the City of Lander, Wyoming, this __th day of _____ 2026.

LANDER, WYOMING

Missy White,
Mayor

ATTEST:

Rachelle Fontaine,
Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN
GOVERNING BODIES OF
FREMONT COUNTY**

This Memorandum of Agreement (this “MOA”) is made and entered into by and between governing bodies of Fremont County (“County”), Lander City (“Lander”), City of Riverton (“Riverton”), Town of Dubois (“Dubois”), Town of Hudson (“Hudson”), Town of Pavillion (“Pavillion”), and the Town of Shoshoni (“Shoshoni”). The parties may collectively be referred to herein as the “Parties”, and individually, as a “Party”.

RECITALS

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

WHEREAS, the proposition to consider an excise tax for the purpose of economic development will be placed on the 2026 Primary Election ballot for consideration of the qualified voters in Fremont County; and

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

WHEREAS, the ballot verbiage of the proposition is “Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, shall be in effect for a period of four (4) years, and as provided by W.S. § 39-15-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030”; and

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

WHEREAS, the Board of County Commissioners shall, by ordinance, impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming statutes if the proposition passes.

AGREEMENT

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
2. Parties agree to create a restricted fund and/or line items in their municipal and county budgets for the optional economic development tax proceeds and expenditures. No part of the tax shall be transferred to a Party's general fund for general operations.
3. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.
4. Parties agree that 54% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Treasurer for emergency medical services.
5. Parties agree that 31% of each Party's proceeds from the optional excise tax received will be distributed monthly to the City of Riverton for commercial air service.
6. Parties agree that 15% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Association of Governments (FCAG) for ground transportation.
7. Parties shall not advance funds nor over-obligate expenditures related to emergency medical services (ground ambulance), commercial air service, or public ground transportation prior to receiving funds in their respective restricted fund and/or line items.
8. General Provisions:
 - a. Effective Date. The effective date of this MOA is the date of the signature last affixed to this page and after the three-quarter percent (3/4%) optional sales and use tax for economic development passes on the Primary Ballot on August 18, 2026.
 - b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.
 - c. Amendments. Any changes, modifications, revisions, or amendments to this MOA which are mutually agreed upon by the Parties shall be incorporated by written instrument executed and signed by all Parties to this MOA. No provision of this

Agreement may be modified or altered solely by an individual Party. Prior to consideration of any amendment to this MOA, the proposed amendment shall be subject to a minimum thirty (30) day public comment period coordinated through the Fremont County Clerk's Office. Upon conclusion of the public comment period, the Fremont County Clerk shall compile and provide the results and comments received during the public feedback period to each Party for consideration prior to any action on the proposed amendment. Following receipt and review of the public comments, the governing bodies of the Parties may consider approval of the proposed amendment in accordance with their respective procedures, including but not limited to public hearing.

- d. Disputes. In the event of a dispute between the Parties as to the language of this MOA or the construction or meaning of any term hereof, this MOA will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOA. Any controversy or claim arising out of, or relating to this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with W.S. § 1-43-101 et seq. Should mediation fail, the Parties may proceed with any/all legal avenues available under Wyoming or federal law. The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.

- e. Governmental Immunity. The Parties do not waive governmental immunity by entering into this MOA, and specifically retain all immunities and defenses available to them as a governmental entity pursuant to W.S. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as waiver of governmental immunity. The parties agree that any ambiguity in this MOA shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- f. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA. The Parties to this MOA intend and expressly agree that only Parties signatory to this MOA shall have any legal or equitable right to seek to enforce this MOA, to seek any remedy arising out of a Party's performance or

failure to perform any term or condition of this MOA, or to bring an action for the breach of this MOA.

- g. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in the MOA.
- h. Severability. Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.
- j. Time is of the Essence. Time is of the essence in all provisions of this MOA.
- k. Waiver. The waiver of any breach of any term or condition in the MOA shall not be deemed a waiver of any prior or subsequent breach.
- l. Entirety of Agreement. The Parties hereto agree that this agreement represents the entire agreement of the Parties and all prior negotiations, discussions, and agreements have been incorporated herein.
- m. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument, and facsimiles shall be deemed originals.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

FREMONT COUNTY, WYOMING:

Larry Allen, Chair

Date

ATTEST:

County Clerk

Date

CITY OF RIVERTON, WYOMING:

Tim Hancock, Mayor

Date

ATTEST:

City Clerk

Date

LANDER CITY, WYOMING:

Missy White, Mayor

Date

ATTEST:

City Clerk

Date

TOWN OF DUBOIS, WYOMING:

Pat Neveaux, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF HUDSON, WYOMING:

Sherry Oler, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF PAVILLION, WYOMING:

Matt Pattison, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF SHOSHONI, WYOMING:

Joel Highsmith, Mayor

Date

ATTEST:

Town Clerk

Date

SAMPLE UTILITY RATE INCREASES FOR 2026-2027

7% WATER , 9% SEWER

Lot Configuration	Current Monthly Minimum	Monthly Minimum after utility rate increase	Base Rate < 4000 g water, <2000 g sewer	Base Rate 2026/27 increased costs per month	Sample July w/irrigation current	Sample usage (gallons)	Sample July with water rate increase	Sample Summer 2026/27 increased costs per month
5/8" Residential meter on 1 City lot	\$69.32	\$74.60	4000 / 2000	\$5.28	\$111.69	15,000	\$120.25	\$8.56
5/8" Out of town meter on 1 lot	\$96.19	\$103.45	4000 / 2000	\$7.26	\$159.73	15,000	\$171.65	\$11.92

Intown base rate increase per month is \$5.28

Out of town base rate increase per month is \$7.26

Do you qualify for discounted water and sewer rates?

Stop by City Hall to fill out an application!

You'll be required to provide a copy of the past 2 years of tax returns or Social Security Benefit Statements for all household individuals over age 18.



**City of Lander Discounted Water and Sewer Rates
2026 Federal Poverty Level Annual Household Income**

Number of Persons in Household	Less than 133%	134-138%	139-150%
	50% Discount	45% Discount	40% Discount
1	Less than \$21,227	\$21,228-\$22,025	\$22,026-\$23,940
2	Less than \$28,781	\$28,782-\$29,863	\$29,864-\$32,460
3	Less than \$36,336	\$36,337-\$37,702	\$37,703-\$40,980
4 or More	Less than \$43,890	\$43,891-\$45,540	\$45,541-\$49,500

RESOLUTION ~~138~~ 1387
 AMENDING RESOLUTION 1358
 FEES AND UTILITY RATES FOR
 WATER AND WASTEWATER SERVICE JULY 1, 2026-JUNE 30, 2027

A Resolution establishing water and wastewater (sewer) service fees as defined and authorized by Title 9 – Water and Sewer Service of the Lander City Code for July 1, 2026, to June 30, 2027.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER:

These rates and charges are established so that each user class (residential, commercial, irrigation, and rural water house) pays its proportionate share of the costs of water treatment, water transmission, and wastewater treatment services including but not limited to, labor, repairs, equipment, replacement, maintenance, necessary modifications, power, sampling, laboratory testing and a reasonable contingency fund. Each user shall be notified by the City of rate changes. Section 1: Water Service Requirements

- (a) New Connections: All new connections to the municipal water system shall be made at the expense of the owner of the premises benefited and shall conform to standards and specifications adopted by the Director of Public Works.
- (b) Installation. The applicant shall be responsible for providing the following: one copper setting or other approved fitting in a horizontal position and one curb-stop. The applicant shall also be responsible for acquiring a water meter from the city at the rate specified in this section and having the same installed by a plumber licensed under the Lander Municipal Code. After installation, the applicant shall notify the city and have the water meter inspected by the same for proper installation.
- (c) Certificate Required. - No permit shall be granted without the certification of the Public Works Department that the water line up to and including the meter connections complies with all regulations, specifications, and standards of the International Plumbing Code as adopted by the City.

Section 2: Metered Water Service User Rates

Contract for Services, Meter charges. A signed contract for water and sewer services will be required. Consumers will be charged the actual costs for the meter, spuds, and flanges according to the circumstances of the connection at the time of the signed contract for services.

- (a) Monthly Minimum Base Rate, up to 4,000 gallons per meter per month are as set forth below:

Meter Size (inches)	Monthly Minimum - 4000 gallons - Inside City	Monthly Minimum - 4000 gallons - Outside City
5/8"	\$50.10	\$75.15
3/4"	\$53.50	\$80.25
1"	\$62.15	\$93.20
1 1/2"	\$86.80	\$130.20
2"	\$121.40	\$182.10
3"	\$220.15	\$330.20
4"	\$358.40	\$537.60
6"	\$753.40	\$1,130.10
8"	\$1,306.40	\$1,959.65
	46.83	70.24
	49.99	75.00
	58.09	87.12
	81.15	121.7
	113.45	170.17

	205.74	308.61
	334.95	502.41
	704.13	1056.16
	1220.95	1831.44

(b) Excess Water Usage, over 4,000 gallons per meter per month shall be as follows:

1. Inside of the city limits ~~\$3.89~~ 4.15 per 1,000 gallons over the allotted 4,000 gallons
2. Outside of the city limits ~~\$ 2.82~~ 6.20 per 1,000 gallons over the allotted 4,000 gallons.

Section 3: Miscellaneous Water User Class information

- (a) Rural Water Rate. Fees for water from the Rural Water House will be ~~\$17.47~~ 18.70 for 1,000 gallons.
- (b) Snowbird Rate shall be discounted by 20% of the current water account base rate per month so long as the water meter registers zero water usage.
- (c) The Mayor and City Council may allow the running of water for residential customers and reduced rates for sewer in the event the City needs citizens to run water to keep the City water and sewer mains from freezing.

Section 4: Sewer Service Requirements

New Connections: All new connections to the municipal sanitary sewer system shall be made at the expense of the owner of the premises benefited and shall conform to standards and specifications adopted by the Director of Public Works.

Section 5: Sanitary Service User Rates

- (a) For residential users, monthly wastewater user charges will be based on average monthly water usage during the months of November and December. If a residential user has not established a November, December average, their monthly bill shall be the median charge of all other residential users for that family/residence size. Residential Users that have their services disconnected for thirty days or more will be assessed the minimum customer charge based on the fixed cost of debt service to be used for repayment of debt service.
- (b) For industrial and commercial users, charges shall be based on water used during the current month. If a commercial or industrial user has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that user may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the user's expense, and in a manner acceptable to the City of Lander.
- (c) For those users who discharge point loads into the sanitary sewer system (including but not limited to grease traps, industrial waste, leachate, and nonspecific sediment loads) which is greater than normal domestic sewage, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement will be determined after testing for BOD, SS and other pollutants as designated and approved by the City Engineer.
- (d) The following rates are established and shall be charged and paid every month for all sanitary sewer services from the municipal sanitary sewer system.

SEWER UTILITY RATES
Minimum Charges

Water Meter Size (inches)	Monthly Minimum - 2000 gallons - Inside City	Monthly Minimum - 2000 gallons - Outside City
5/8"	\$24.50	\$28.30
3/4"	\$26.15	\$31.60
1"	\$30.40	\$40.05

1 1/2"	\$42.45	\$64.15
2"	\$59.35	\$97.90
3"	\$107.55	\$194.35
4"	\$175.10	\$329.40
6"	\$365.40	\$715.20
8"	\$638.00	\$1,255.30

(e) Excess Sewer Use Charges, over 2,000 gallons per meter per month shall be as follows:

1. Inside of the city limits ~~\$2.77~~ 3.00 per 1,000 gallons over the allotted 2,000 gallons in city limits.
2. Outside of the city limits ~~\$4.13~~ 4.50 per 1,000 gallons over the allotted 2,000 gallons.
3. Industrial waste haulers add in a point load at the lagoons will be charged in accordance with the annually adopted City of Lander Fee schedule as may be amended.

Section 6: Water and Sewer Services Contract Obligations

- (a) Non-property Owner (Tenant) Deposit Required. – The property owner is responsible for all water and wastewater charges unless the tenant agrees in writing and posts a deposit according to the adopted City fee schedule. All water and sewer customers who do not own the property or a substantial equity therein (tenants), in connection with which such services are required, if the property owner agrees, will be required by the City to post a \$200.00 deposit as a guarantee of payment of their service account. Said deposit shall be returned to such tenant, without interest, upon discontinuance of service and payment of their account in full. At each change in occupancy the property owner will submit a transfer form signed by both the tenant and the landlord.
- (b) Delinquent Charges. - Monthly charges for water and sewer not paid within 20 days of the billing date are deemed delinquent and a delinquency charge of 10% of the unpaid amount will be charged at the close of business on the 20th of the month. In such circumstances, the City may shut off the water upon ten (10) days’ notice to the property owner and/or tenant by U.S. Postal Service or posting of the notice on the property. After shutting off, water service shall be resumed only upon payment of the account balance, together with the sum of \$100.00 for the costs incurred in shutting the water off, sending notice, and turning the water on.
- (c) Payment of Charges and Penalties. - The City shall submit monthly statements to the user of water and/or sewer. Should any user fail to pay the balance due and interest penalty within two months of the due date, or if the account should exceed ??\$200.00 in delinquency, the City may shut off the water upon ten (10) days’ notice to the property owner and/or tenant by U.S. Postal Service or posting of the notice on the property.
- (d) Payment Arrangements for Delinquency. At their discretion the City Treasurer and/or the City Clerk, or their designee, may formulate payment arrangements with a utility user for delinquent accounts. The payment arrangements will require the user to pay their current bill plus delinquency payment and additional payments for two months. If the utility user fails to comply with any part of the payment arrangement, the water service may be shut off upon ten (10) days’ notice to the property owner by posting of the notice on the property.
- (e) Payment Arrangements for Leak Adjustment: The City may allow a credit of up to 50% not to exceed \$250.00 as stated in Resolution 1057 as may be amended from time to time. Leak is defined as an unintentional water loss caused by broken and/or malfunctioning plumbing fixtures/pipes within a residence or building. A leak adjustment may be granted when all of the conditions and documentation required by Resolution 1057 are met.
- (f) Discounted Water and Sewer Service for Low Income Property Owners – Residents of Lander for a period of not less than one year immediately preceding the filing of an application for water and sewer services may make an application to the City Clerk on or before April 1st of each calendar year to receive discounted fees for a maximum of 50% reduction in rates as provided in Resolution 1281 as may be amended from time to time .
- (g) Disconnection at the request of the owner. - Any permit holder may request that their meter be disconnected. Upon payment of all accrued charges, the City shall remove the meter. Accrued charges shall be figured as all past due charges adjusted by a pro rate credit for the unused portion of the prepaid basic demand charge. The permit holder shall pay for any overage. Any

disconnection exceeding thirty (30) days will be assessed a minimum base charge to be used for debt service repayment.

(h) Reconnection at the request of the owner. - Any service disconnected under Item (f) above may be reconnected upon proof of a valid agreement for water and sewer services and payment in full for any unpaid balances.

(i) Transfer of Permit. - A water permit may be transferred to a new owner of the premises served upon payment of all accrued charges and a transfer fee of \$25.

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

THE CITY OF LANDER
A Municipal Corporation

BY _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

CERTIFICATE

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

Rachelle Fontaine, City Clerk

RESOLUTION ~~1359~~1383A 1388
THE CITY OF LANDER FEE SCHEDULE ~~2025-26~~2026-27
A RESOLUTION REPLACING RESOLUTIONS ~~1353, 1336~~1359

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

NOW THEREFORE, be it resolved by the Governing Body of the City of Lander that said fees shall be in effect starting **July 1, 2026**, for the following City Services.

<u>CEMETERY</u>		
LOT PURCHASE	City resident	\$ 400.00 450.00
	Outside City resident	\$ 500.00 550.00
	Cremation lot	\$ 200.00 220.00
	Infant	\$ 125.00 135.00
	Columbarium – City resident	\$ 500.00 550.00
	Columbarium – Outside City resident	\$ 650.00 750.00
PERPETUAL CARE (per internment)	Prepaid fees may be adjusted to updated fee schedule at time of opening	\$ 200.00 300.00
OPENING/CLOSING CEMETERY LOTS	Adult	\$ 600.00 650.00
	Infant	\$ 375.00 420.00
	Cremation	\$ 200.00 220.00
	Columbarium	\$ 200.00 220.00
OVERTIME OPENING/CLOSING	Adult	\$ 1,200.00 1,350.00
	Infant	\$ 750.00 820.00
	Cremation	\$ 400.00 450.00
	Columbarium	\$ 400.00 450.00
CEMETERY DOCUMENT TRANSFER FEE		\$ 25.00
DISINTERMENT	Standard (minimum)	\$ 1,200.00 1,350.00
NOTE: ADDITIONAL CEMETERY FEES MAY BE ADDED AT TIME OF SERVICE, Oversized vaults, Stone removal/reset, Concrete Work		Quoted at time
<u>CONTRACTOR LICENSES</u>		
AMUSEMENTS		\$200.00/day
ARBORISTS	Initial fee/annual renewal	\$250.00/\$ 150.00
BUILDING CONTRACTOR	Class I – initial fee/annual renewal	\$350.00/\$ 200.00
	Class II – Initial fee/annual renewal	\$350.00/\$ 200.00
	Class III– initial fee/annual renewal	\$250.00/\$ 150.00
	Class IV – Initial fee/annual renewal	\$250.00/\$ 150.00
ELECTRICAL	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
HVAC	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
PAWNBROKER	Initial fee/annual renewal	\$350.00/\$ 200.00
PLUMBING	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
REFRIGERATION	Initial fee/annual renewal	\$200/\$100
WASTE HAULING CONTRACTOR SEWAGE CLEANING & DISPOSAL	Contractor– initial fee/annual renewal	\$350.00/\$ 200.00
UTILITY CONTRACTOR		\$350.00/\$ 200.00
<u>COMMUNITY CENTER</u>		
ROOM RENTAL RATES	Full center single day	\$ 1160 1,275.00/day
	Full center 2-4 days	\$ 1110 1,200.00/day

	Full center over 5 days	\$1060 <u>1,100.00</u> /day
	Main Room only	\$815 <u>900.00</u> /day
	Bar & Lobby only	\$330 <u>350.00</u> /day
	Kitchen only	\$400 <u>450.00</u> /day
	Meeting rooms (3 each) hourly/daily	\$33 <u>40.00</u> each/hour \$165 <u>180.00</u> each/day
COMMUNITY CENTER DEPOSITS	Damage deposit - 100% refundable IF NO DAMAGES ASSESSED	\$500.00
	Meeting Rooms Only Damage deposit - 100% refundable IF NO DAMAGES ASSESSED	\$250
	Booking deposit - % refundable if cancelled 2 months prior to event.	10%
	Lost/non-returned key - kept from deposit	\$25 <u>50.00</u>
	Unlocked doors/ left open charge - kept from deposit	\$150.00
	<u>LIQUOR LICENSING</u>	
BAR & GRILL LICENSE	Initial fee/annual renewal	\$10,000/\$1,500.00
CLUB LICENSE	Annual renewal	\$500.00
MICROBREWERY/WINERY LICENSE	Annual renewal	\$500.00
RESORT LICENSE	Annual renewal	\$1,500.00
RESTAURANT LICENSE	Initial fee/Annual renewal	\$1,500/\$1,500.00
RETAIL LICENSE	Annual renewal	\$1,500.00
TRANSFER FEE		\$100.00
WINERY OFF PREMISE PERMIT		\$50.00/day
MANUFACTURED OFF PREMISE PERMIT		\$50.00/day
CATERING PERMIT		\$50.00/day
MALT BEVERAGE PERMIT		\$50.00/day
MALT BEVERAGE FOR MICROBREWERY		\$50.00/day
	<u>LICENSE FEES PRORATED FOR PARTIAL YEAR</u>	
	<u>MISCELLANEOUS PERMITS/FEES</u>	
BURN PERMIT INSIDE CITY LIMITS		\$50.00
COPIES – Record requests	Paper copies 8 1/2x11 up to 11X17	\$ 0.50/page plus \$20.00/hr
	Electronic copies	\$0.10/page plus \$20.00/hr
	Maps – Large format color	\$20.00
	Digital PDF, CD, DVD, video	\$10.00 each
	Police report or accident report. Photos and digital files may be assessed additional charges.	\$10.00
	<u>Freedom of Information Act requests are subject to hourly staff rates and copy fees</u>	<u>Actual costs, \$10.00 minimum</u>
COURT COSTS		\$10.00
COURT/ARREST RECORDS REQUESTS	As determined by Supreme Court	\$10.00 <u>15.00</u>
DOG LICENSE	2 year -need proof of rabies shot	\$15.00 <u>20.00</u>
DOG IMPOUND FEE	Actual expenses -Set by contract	
LIVESTOCK PERMIT	Annual renewal – need veterinary letter	\$50 <u>100.00</u>
INSUFFICIENT FUNDS FEE		\$30.00
IMPOUNDED VEHICLE FEE	Actual towing charges	Actual charges
SNOW REMOVAL – COMMERCIAL (pre-approved permit only)	Up to 5000 sq ft lot	\$500.00
SNOW REMOVAL – COMMERCIAL (pre-approved permit only)	5000 – 8000 sq ft lot	\$500.00 plus \$0.10/sqft

WEED & PEST MOWING		Billed at Actual Costs \$75.00/hour plus damages
WEED & PEST SPRAYING		Billed at Actual Costs \$75.00/hour plus chemical
Violation fee for failure to remove an abandoned Utility pole (Ord 22025-1)		\$100/day
LAGOON BULK DUMPING FEES		\$100 per 1,000 gallons
	<u>RODEO FACILITIES</u>	
RENTAL FEES – DAY USE	1-50 People	\$100.00/day
	51-150 People	\$125/day
	151-300 People	\$300.00/day
	301-500 People	\$400.00/day
	Over 500 People	\$500.00/day
	<u>1-150 People</u>	<u>\$125.00/day</u>
	<u>Over 150 People</u>	<u>\$500.00/day</u>
DAMAGE DEPOSIT RODEO FACILITIES		\$500.00
ADDITIONAL AMENITIES	Livestock Stall rentals	\$10.00 each/day
	<u>PARK FACILITIES</u>	
FULL CITY PARK, (STAGE, LIONS SHELTER, ADJACENT PARK—EXCLUDING PLAYGROUND AND CAMPING)	1-20 People	\$100/day
	21-150 People	\$125/day
	151-300 People	\$300/day
	301-500 People	\$500/day
	Over 500 People	\$1000/day
NORTH PARK (SHELTER, ADJACENT PARK)	1-20 People	\$100/day
	21-150 People	\$125/day
	151-300 People	\$300/day
	301-500 People	\$400/day
	Over 500 People	\$500/day
<u>Lions Shelter (City Park) and Stage (City Park) Combo</u>	<u>1-150 People</u>	<u>\$125</u>
	<u>151+-300 People</u>	<u>\$300</u>
	<u>Over 300 people will be required to rent the City Park Full Rental listed below.</u>	<u>\$1000</u>
	<u>Refundable Booking/Grill Key/Damage Deposit</u>	<u>\$100</u>
<u>Kiwanis Shelter (North Park) or Dillon Park Shelter</u>	<u>Flat Rate</u>	<u>\$75</u>
	<u>Refundable Booking/Grill Key/Damage Deposit</u>	<u>\$100</u>
<u>City Park Full Rental</u> <u>Includes Lions Shelter, Stage, grass event area.</u> <u>Does not include playground, gazebo, ball fields, public camping.</u>	<u>Flat Rate</u> <u>Proof of Event Insurance required</u> <u>Supplemental porta potty and trash service may be required of renter directly to a vendor</u>	<u>\$1000/day</u>
	<u>Refundable Booking/Grill/Damage Deposit</u>	<u>\$500</u>
	<u>Overflow camping and parking in New Addition Property (requires Parks and Rec approval)</u> <u>- Add On (requires Parks and Rec approval)</u>	<u>\$500</u>

	<u>Supplemental porta potty and trash service may be required of renter directly to a vendor</u>	
<u>City Park New Addition Property</u>	<u>Flat Rate</u> <u>Proof of Event Insurance required (requires Parks and Rec approval)</u>	<u>\$1000</u>
	<u>Supplemental porta potty and trash service may be required of renter directly to a vendor</u>	
<u>City Park Gazebo, Centennial Park Shelter, Jaycee Park (Facilities hold up to 100 people)</u>	<u>Flat Rate</u>	<u>\$50</u>
<u>OVERFLOW CAMPING (pre-approved permit only)</u>		<u>Variable rate (Portable toilet rental may be required)</u>
<u>DAMAGE DEPOSIT PARKS</u>	<u>% Refundable depending on damage</u>	<u>\$100.00</u>
<u>GAZEBO/DILLON/CENTENNIAL</u>	<u>1-20 People</u>	<u>\$25.00/day</u>
	<u>21-50 People</u>	<u>\$50.00/day</u>
	<u>50-100 People</u>	<u>\$100.00/day</u>
	<u>101-250 People</u>	<u>\$250.00/day</u>
	<u>Over 250 people</u>	<u>\$500.00/day</u>
<u>FIELD USE FEES</u>	<u>Fee per player for YOUTH Baseball, softball, football and soccer</u>	<u>\$10.00/player per season (or look at flat rate)</u>
	<u>Fee per player for ADULT ball field events</u>	<u>\$10.00/player per season (or look at flat rates)</u>
<u>ICE SKATING</u>	<u>Admission</u>	<u>\$3.00</u>
	<u>Skate rentals</u>	<u>\$4.00</u>
	<u>Skate sharpening</u>	<u>\$10</u>
	<u>Youth Hockey rental equipment</u>	<u>\$20.00</u>
	<u>PLANNING & ZONING</u>	
<u>BOARD OF ADJUSTMENT</u>	<u>Conditional use permit</u>	<u>\$500.00</u>
	<u>Home Business Conditional Use Permit</u>	<u>\$25.00</u>
	<u>Non-conforming use application</u>	<u>\$275.00</u>
	<u>Non-conforming Setback/Utility Registration</u>	<u>\$25.00</u>
	<u>Rezoning request</u>	<u>\$500.00</u>
	<u>Variance request</u>	<u>\$500.00</u>
	<u>Solar Rights permit</u>	<u>\$275.00</u>
<u>PLANNING COMMISSION</u>	<u>Preliminary Subdivision Plat</u>	<u>\$600.00</u>
	<u>Final Subdivision Plat (includes Annexation)</u>	<u>\$500.00</u>
	<u>Minor Plat (5 lots or less)</u>	<u>\$400.00</u>
	<u>Correction Plat</u>	<u>\$250.00</u>
	<u>County Subdivision Plat Review</u>	<u>\$200.00</u>
	<u>County Subdivision Staff Review</u>	<u>\$25.00</u>
	<u>PUD Development Plan</u>	<u>\$500.00</u>
<u>FEE-IN-LIEU OF PARK DEDICATION</u>	<u>Minor Plat (new with 1-3 lots, replats)</u>	<u>no fee</u>
	<u>Minor Plat (new with 4-5 lots, replats)</u>	<u>-\$500.00</u>
	<u>Subdivision Final Plat</u>	<u>\$750.00/Lot</u>

	BUILDING DEPARTMENT	
New Construction and Remodel/Alterations IBC/IRC		Per Valuation Table Attachment A
Small project Equipment/Material, including labor		1% of contract amount
	Soffit, fascia and gutter	\$30
	Electrical Service Inspection	\$75
	Electrical Alteration	\$30
	Mechanical (Equipment replacement)	\$50
	Plumbing Alteration	\$30
	Water Heater Replacement	\$30
	Gas Piping Pressure Test	\$30 per test
	Water or Sewer Replacement	\$60
	Siding	\$60
	Residential Re-roof > 100 sqft	\$60
	Commercial Re-roof	1% of Contract amount
Communication Facilities	Cell building/Towers, etc	\$325
Manufactured Home Placement (HUD) standard		\$200
Sign installation		\$30 \$0.53/sqft of sign face OR \$39 minimum
Commercial Plan or Large project Review	Third party plan review fees	Actual Cost
	In-house plan review fees	Included in permit fee
Accessory Building Placement Permit	Temporary and permanent placement of storage and skid structures of 30 days or more	\$30
Fence permits	Installed in right-of-way	\$30
	Fences Exceeding 7' in height (engineering required)	\$30
	Fences less than 7' in height	No fee
Permit Violation Fee	Working without permit	2X original permit fee \$100 minimum
	Working on items not listed in permit	2X original permit fee \$100 minimum
<u>Sidewalk/driveway replacement fee</u>	<u>Any planned replacement in front of a private lot</u>	<u>\$30</u>
Encroachment and street cut fees	Street/Alley (paved and hard surface up to 100sqft)	\$200
Conditional Use annual inspections	Child Care, other WDH licensed facility	\$75
	Short-term rental use	\$75
Board of Appeals Hearing		\$200
Call Back Fee	Inspector called but not ready or not on site	\$60

Water and Sewer Utility Rates Adopted by separate resolution

PASSED APPROVED AND ADOPTED THE ~~10th~~ 9th Day of June, ~~2025~~ 2026

THE CITY OF LANDER
A Municipal Corporation

BY: _____
Missy White, Mayor

ATTEST: _____
Rachelle Fontaine, City Clerk

RESOLUTION NO. 1385

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LANDER AMENDING RESOLUTION NO. 1545 TO CLARIFY THE QUESTION OF THE THREE-QUARTER PERCENT (3/4%) SALES AND USE TAX TO SPECIFICALLY ESTABLISH A FOUR-YEAR TERM

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

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

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

WHEREAS, if the proposition is approved in the August 18, 2026 Primary Election, the economic development tax shall become effective on January 1, 2027, shall be in effect for a period of four (4) years, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

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

WHEREAS, Resolution No. 1381 of the governing body of the City of Lander approved the placement of an optional three-quarter percent (3/4%) sales and use tax for economic development question to be placed on the 2026 Primary Election ballot; and

WHEREAS, pursuant W.S. 39-15-203(a)(v)(C), the governing body wishes to amend Resolution No. 1545 to clarify its intention to establish the initial term of the tax at four (4) years.

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

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

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, shall be in effect for a period of four (4) years, and as provided by W.S. § 39-15-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

PASSED, APPROVED, AND ADOPTED by the governing body of the City of Lander, Wyoming, this __th day of _____ 2026.

LANDER, WYOMING

Missy White,
Mayor

ATTEST:

Rachelle Fontaine,
Clerk

RESOLUTION 1386

A RESOLUTION APPROVING INDUSTRY REPRESENTATIVE SUPPORT FOR THE PATAGONIA FREE WALL BETA WALK TOUR EVENT ON JUNE 4TH 2026, PURSUANT TO W.S. § 12-5-402 AND EXEMPTING THE PARKING LOT OF WILD IRIS MOUNTAIN SPORTS LOCATED AT 166 MAIN STREET, LANDER, WYOMING FROM THE OPEN CONTAINER PROVISIONS OF CITY ORDINANCE 2-2-12

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

WHEREAS, the WyoClimbers is organizing and hosting the “Patagonia Free Wall Beta Talk Tour” event, at Wild Iris Mountain Sports, 166 Main Street, Lander, Wyoming which is an open house style event with clothing design and demo clinic, presentation of climbing films and professional climbers story telling; and

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

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

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

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

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

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

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

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

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

1. The Council hereby approves and authorizes industry representatives, as defined in W.S. § 12-1-101(a)(vi), to furnish, give, or lend money or things of value to the WyoClimbers in support of the event on June 4, 2026; and
2. This approval is granted solely for the purposes of supporting the event and shall remain valid for June 4, 2026, from 5:00 PM - 8:00 PM event unless otherwise amended or rescinded by the Council; and
3. The WyoClimbers shall maintain records of any such contributions received from industry representatives and make them available for inspection by the City upon request; and
4. That the parking lot and exterior grounds of Wild Iris Mountain Sports located at 166 Main Street, Lander, WY shall be exempt from the provision of City Ordinance 2-2-12 on June 4, 2026, from 5:00 PM – 8:00 PM.

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

THE CITY OF LANDER
A Municipal Corporation

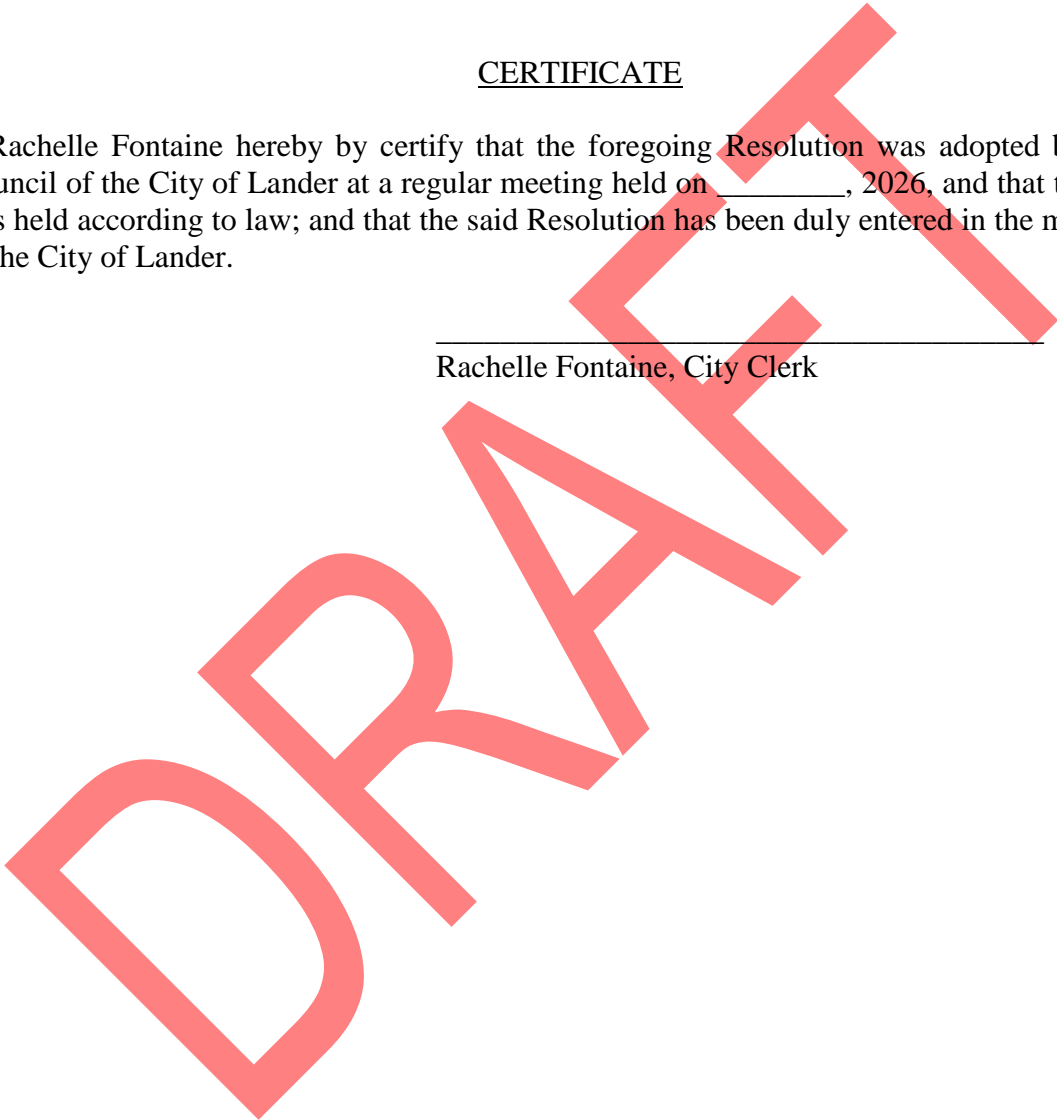
ATTEST: By _____
Missy White, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

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

Rachelle Fontaine, City Clerk





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

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

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

Section 4, Item B.

Fee \$ _____
Date Paid _____

APPLICANT*
*Must be present at all times during the event.

Name of Person Requesting Permit: Jacob Dickerson

Organization: Wyo Climbers Alliance

Email: [REDACTED] Phone*: [REDACTED]
*Include a contact person

Mailing Address: 1166 Main St

Physical Address: 1166 Main St

Today's Date: 05/01/2026

EVENT INFORMATION

Name of Event: Patagonia Free Wall Beta Talk Tour

Venue: Wild Iris Mountain Sports Venue Address: 1166 Main St.

Description of the Event including Activities/Entertainment: Clothing design & demo clinic; climbing film; professional climbers story telling List the Dates and Hours that Alcohol will be available: Thursday June 4, 2026 5:00pm - 8:00pm

Anticipated number of attendees at any given time: 50 Short Summary of the Reason for the Event: Promotional Event for new Patagonia products

Is any alcohol being donated to the event? If so, please explain.
Please note this requires authorization by the governing body. Please see the clerk for more information.

Yes, Cowfish restaurant is donating two "Pony Kegs" as well as limited 12oz cans

STREET CLOSURE

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



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

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

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

Section 4, Item B.

Fee \$ _____
Date Paid _____

INDEMNITY AGREEMENT

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

ADDITIONAL REQUIREMENTS

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

1. Wyo Climbers Alliance Board Members
2. Wild Iris Mountain Sports Staff
- 3.

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

ALCOHOL RESPONSIBILITY PLAN

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

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



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

Section 4, Item B.

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

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

Fee \$	_____
Date Paid	_____

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

<input type="checkbox"/> CATERING PERMIT \$50 per day For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.	This permit must be agreed to and authorized by a current retail or resort liquor license holder. Name of Retail or Resort Liquor License Holder: <i>(only Retail or Resort Liquor License Holders can apply for this permit)</i> Authorized Signature: Print Name:
<input checked="" type="checkbox"/> MALT BEVERAGE PERMIT \$50 per day For the sale of malt beverages at a public gathering by a responsible person or organization.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Nonprofit corporation under the laws of WY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tax exempt organization under the IRS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Has the applicant been in continuous operation for not less than two years?
<input type="checkbox"/> MALT BEVERAGE PERMIT FOR A MICROBREWERY \$50 per day For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.	Permitted Microbrewery Only Authorized Signature: Print Name:
<input type="checkbox"/> MANUFACTURER'S OFF-PREMISES PERMIT \$50 per day For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.	Licensed Manufacturer Only Authorized Signature: Print Name:
<input type="checkbox"/> WINERY OFF-PREMISE PERMIT \$50 per day For the sale of the winery's own Wyoming manufactured products only.	Licensed Wineries Only Authorized Signature: Print Name:

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

<input checked="" type="checkbox"/> OPEN CONTAINER PERMIT \$50 per day An open container permit allows for the consumption of alcoholic beverages for special events in public places, such as streets, sidewalks, parking lots, alleys, or public spaces.	<input checked="" type="checkbox"/> Boundaries of the Open Container Please attach a map of the boundaries for your event, please be exact. Any possession of open containers outside the listed boundaries may result in a violation of the permit and the law. <input type="checkbox"/> Resolution Completed # _____ Date _____
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4/29/25



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

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

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

Section 4, Item B.

Fee \$	_____
Date Paid	_____

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

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

City Ordinance 2-2-8. Providing Minor with Alcoholic Beverages Prohibited
City Ordinance 2-2-9. Minors Prohibited from Having or Using Alcoholic Beverages

WA DeM Jacob Dickerson, 05/01/2026

Applicant's Signature Printed Name Date

APPROVALS	
City Clerk: <u>[Signature]</u> Deputy Treasurer/Clerk	Date: <u>5/21/2026</u>
Lander Police Department: <u>[Signature]</u>	Date: <u>5/19/2026</u>
Permit Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date

City of Lander Malt Beverage & Open Container Permit Responsibility:

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

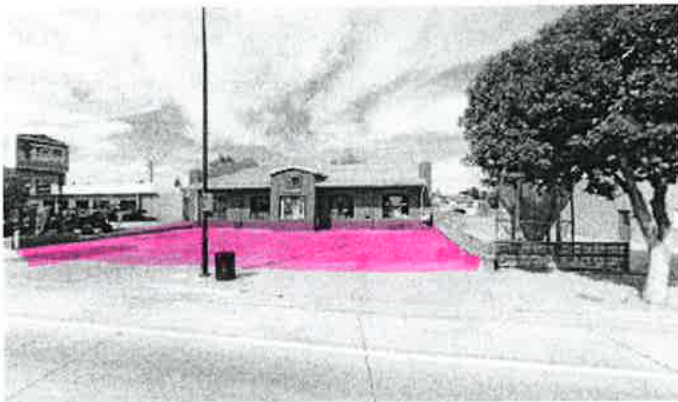
As for the open container nature of this event, we plan to treat the Wild Iris parking lot as an extension of the store. All of the same procedures and rules will apply, as well as the parking lot will be roped off with a single entry point and clear signage. Patagonia is excited to get as many locals to come out for the event as possible; without the parking lot, Wild Iris' capacity would be severely limited. There will be no interference with the sidewalk, or any of the public parking areas.

Please do not hesitate to come check in both for observation and participation in this community event. It's going to be a great experience to have such a large brand here in Lander at a local business. Using local vendors for food, drink, advertising, technology rental, and more has been the brand's highest priority to make sure that the community benefits from their presence.

Jake Dickerson
Board Member WyoClimbers






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



166 Main St

Building

- 
Directions
- 
Save
- 
Nearby
- 
Send to phone
- 
Share

 166 Main St, Lander, WY 82520

Photos



Google Maps



Imagery ©2026 Airbus, Map data ©2026 Google 20 ft

WILDLAND FIRE MANAGEMENT OPERATING PLAN

PREAMBLE

Plan is hereby made and entered into by and between the parties pursuant to the current Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Agreement) and the 23 state/county interagency agreements referenced in their respective sub-geographic operating plan. This Sub-Geographic Operating Plan further referenced as OP, inclusive of any referenced attachments of Exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary but shall not contradict the Agreement.

PURPOSE

This is a Sub-Geographic Area Operating Plan (OP) meant to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities across the State of Wyoming. The OP details operating procedures applicable across the State and those applicable to specific districts. Procedures applicable to specific districts are included in Attachments (A, B, C, D, and E), District Specific Procedures, which are incorporated herein by this reference. Signatories to this OP agree to the procedures applicable across the State and to those applicable to their specific district.

RECITALS

Stafford Act Responses and related National Response Framework (NRF) activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels. Jurisdictional Entities are responsible for all planning documents i.e., land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program. Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams:

INTERAGENCY COOPERATION

Interagency Dispatch Centers:

The entities agree to participate in the neighborhood dispatch system. The Entities give authority to the interagency dispatch center to provide the services requested in support of the appropriate center's charter and operating plan. Interagency Dispatch Centers will work together to ensure a positive communication flow and closest available resources will be utilized within capability. For specifics, see individual district attachments.

Mobilization Process for State and County Resources:

When resources, stated in IROC, are ordered from their local dispatch center for initial attack, it is their responsibility to notify their respective Interagency Dispatch Center of their assignment. It is also their responsibility to notify the respective Interagency Center when they return home.

Standards:

Non-Federal Firefighter Qualifications:

- 1. Qualifications for local resources utilized for fire suppression within that respective county will meet local standards.
- 2. Except for County-to-County resources, all resources ordered through an interagency dispatch center will meet NWCG 310-1 standards. Certification for positions are in accordance with the Wyoming Redcard Manual. The BLM National Office has mandated that the following statement be in all fire Operating Plans that include BLM lands nationwide:

BLM will ensure the following minimum required elements are included in the agreement:

- I. Local fire department personnel responding to incidents on BLM lands must:
 - a. Be 18 years of age or older
 - b. Have and use the required personal protective equipment (PPE) found in the Interagency Standards for Fire and Fire Aviation Operations ("Red Book" Ch.7);
 - c. Have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.
- 2. Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and interoperable radiohardware).
- 3. The Incident Command System (ICS) will be used to manage all incidents.

The minimum elements are critical to ensure safe and effective response to wildfires. While on a Federal incident, local fire department leadership is responsible to only deploy personnel that are in compliance with these minimum elements.

PREPAREDNESS

Protection Areas and Boundaries:

If applicable, each entity will provide a Protection Area Map to be included in district specific attachments.

Reciprocal (Mutual Aid) Fire Assistance: Mutual Aid Period will be up to 24 hours and counties will provide their mutual aid periods in their respective sub-geographic OP. For incidents that exceed the reciprocal period, no mutual aid will apply, and all costs will be collected from the beginning of the incident and it should be noted in the Cost Share Agreement

WSFD:

WSFD shall assume cost of its ground related resources. This shall not be construed as automatic 24- hour dispatch. Any deviation or variation will be at the discretion of the WSFD Fire Duty Officer or their designee. An exception to the 24-hour reciprocal period (Mutual Aid) is the Wyoming State Helitack, provisions are as follows:

- 1. Wyoming State Forestry Division (WSFD) shall assume costs of its ground initial attack resources
- 2. To promote safe and aggressive initial attack, fires on all jurisdictions that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for a full operational period to be determined by the WSFD Fire Duty Officer. Federal/other out of state personnel assigned to the Helitack will be considered Reimbursable Assistance.
- 3. Fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD may seek reimbursement for costs associated with the Wyoming State Helitack.
- 4. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.

Agreements/Memorandum of Understanding (MOUs) for Fire Suppression Responsibilities:

Agreements/MOUs between entities establishing fire suppression responsibilities will be recognized by this Operating Plan. Entities providing this protection may represent the interest of the jurisdictional entity whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting entity's lands (i.e., mutual aid periods, etc.). All signatories to this Operating Plan will be notified, in writing, of changes or modifications to fire suppression responsibilities by the entity providing protection at the time of an approved Agreement/MOU. On fires that threaten, or involve, the Wildland Urban Interface, the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

Joint Projects and Project Plans:

These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management. Implementation of such projects will require a separate, local agreement, or other appropriate written documentation executed by the authorized signatures of the involved Parties. This may include a Supplemental Project Agreement.

Fire Prevention/Education /Mitigation:

The Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the WUI.

Fire Restrictions:

Fire Restrictions and/or Closures will be communicated and coordinated between the Entities to include initiating, implementing, and lifting.

Prescribed Fire (Planned Ignitions) and Fuels Management:

- I. Fuels management and prescribed fire projects will be coordinated with the Entities to this agreement.
2. Wildland fires(s) resulting from escaped prescribed fires at the direction or under the supervision of one of the Entities to this agreement shall be the responsibility of that Entity. All suppression costs exclusive of reciprocal periods shall be borne by the responsible Entity. The responsible agency on federal lands shall be the jurisdictional agency. An Entity may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible Entity. An Entity may take appropriate suppression action, at the request of the responsible Entity, when lands under its protection are not involved in or threatened by the fire. The responsible Entity shall reimburse the other Entity for all suppression costs incurred in accordance with this clause.
3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.
4. Entities agree to share and reimburse, according to the rates established in the Wyoming Wildland Fire Resource Mobilization Guide for resources used on prescribed fire projects, based on availability, qualifications, and need. For Forest Service prescribed fire projects, a separate agreement will be executed.

Smoke Management:

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts. The Wyoming Department of Environmental Quality, Air Quality Division, Smoke Management Program has access to the Wyoming State Forestry Division Wildfire Reporting Program and will assist in the coordination of smoke management within the state in support of the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4, Smoke Management Requirements.

OPERATIONS

Fire Notifications and Reporting:

All fires and initial action on or near private, State or Federal land under the protection of an Entity to this agreement will be reported as soon as possible to the protecting Entity through the appropriate Interagency Dispatch Center and further instructions agreed upon. The appropriate Interagency Dispatch Center will in turn, notify the appropriate Entity of all fires within their respective fire District boundaries.

Initial Attack:

If one or more Entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or what is mutually agreed upon between those entities first arriving to the incident. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so.

Independent Action on Lands Protected by Another Entity:

Nothing herein shall prohibit any Entity, on its own initiative, with notification and coordination with the protecting Entity and without requesting reimbursement from going upon lands known to be protected by another Entity to engage in suppression of wildland fires, when such fires are a threat to lands within that Entity's protection responsibility.

Special Management Considerations:

Special provisions will be defined in district attachments to the Operating

Plan Heavy Equipment Use

Heavy equipment use special provisions will be defines in district attachments to the Operating Plan.

Use of Aerial Retardant on Federal Lands

Pursuant to agency policy, each federal management unit has identified areas where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety is threatened, and retardant will mitigate that threat. These areas are identified on a map for each unit and may include areas within 300 feet of waterways (streams and lakes); where threatened, endangered, or sensitive species habitat occurs that could be impacted by retardant; and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the agency administrator must be notified for reporting requirements to be met.

Special Lands Designations

On Wilderness lands (Congressional Designated, Wilderness Study Areas, and Recommended/Proposed/Potential Wilderness), and Areas of Critical Concerns (BLM) special tactics must be used. No motorized equipment may be used without proper approval including chainsaws, portable pumps and helicopter landings. Minimum Impact Suppression Tactics (MIST) will be utilized in order to minimize adverse impacts of management actions. Fire management resources will be advised of this and briefed on MIST. Sage Grouse - General Habitat, Priority Habitat and Sagebrush Focal Areas are identified as high value areas to protect from disturbances from wildfires. Aggressive actions and coordination will be taken on all wildfire incidents with these identified areas.

Decision Process:

Escaped Fires or Fires Threatening Other Jurisdictions

The Protecting Agency taking fire suppression action will contact the other protecting Entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary) will be assembled by the hosting Entity to represent the jurisdictional Entities involved with that fire. For a list of the designated representatives for creating a unit administrator group, see the directory in (Attachment A, B, C, D, and E)

1. Guidelines for assembling the Unit Administrator Group:
 - a. A wildland fire that escapes initial attack or threatens other jurisdictions.
 - b. The fire is to be determined at a Type III or higher complexity level.
 - c. Containment is not anticipated before the next burning period.
2. The Unit Administrator Group's functions is:
 - a. To participate in development and approval of wildfire decision documents for managing a fire incident in accordance to each agency's policy, including mop-up, suppression repair, rehab, and patrol.
 - b. To recommend to the appropriate Line Officer(s) the level at which the incident should be managed.
 - c. To prepare a Delegation of Authority for Line Officer(s) signature.
 - d. To act as the representative for the respective Entity.
 - e. To develop incident management objectives and agree on management actions needed.
 - f. To initiate a written cost share agreement for Line Officer(s) approval with signatures prior to the end of the fire. (See Example in Wyoming Wildland Fire Resource Mobilization Guide)
 - g. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire.
 - 1) The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
 - 2) The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

Delegation of Authority:

It is recognized that initial attack and rapidly expanding incidents often involve multi-jurisdictions. Determining the appropriate jurisdictions and obtaining delegations of authority in an efficient and effective manner is often difficult and may be further hampered by the remoteness of incidents in relationship to Entities having authority and jurisdictional responsibility.

The Entities which are party to the Operating Plan agree that initial attack delegation will be valid until a qualified incident commander from the entity having jurisdiction is on scene, or a revised or updated incident specific delegation of authority is signed. The Incident Commander being delegated authority should be confirmed through the dispatch log for that position from the Interagency Dispatch Center. Incidents that have been declared as exceeding initial attack and transition to extended attack should have an incident specific delegation of authority in place as soon as possible.

Preservation of Evidence/Fire Cause Determination:

Each Entity is responsible for investigating and taking appropriate law enforcement action for all fires on lands under their jurisdiction. The initial attack Incident Commander will take all responsible precautions to preserve evidence found, including protection of the area of origin until such time as the fire origin and cause investigation occurs. Entities shall render mutual assistance in investigation

and law enforcement activities and in court prosecutions to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law the protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement:

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity and the fire has exceeded the mutual aid period, a cost share agreement should be initiated prior to fire being declared controlled. If beyond the mutual aid period, it is recommended that agencies document why a cost share was not used.

For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident, unless otherwise specified by an individual district attachment. (i.e., For the sake of this cost share agreement, all cost will be collected from the beginning of the incident and no mutual aid period will apply.)

Private Lands:

Costs associated with the protection of privately owned land and structures are the responsibility of the local Entity that has jurisdiction for the private property.

Costs associated with the suppression of wildland fire on private land or structure protection of private structures against an active threat from an ongoing wildland fire are the responsibility of the protecting entity that has jurisdiction for that private property. These costs may be considered for inclusion in the cost-share agreement for a wildland fire incident.

Federal Lands w/Private Structures:

The structure protection of privately owned structures on federal lands against an active threat from an ongoing wildland fire are the responsibility of the protecting local Entity that has jurisdiction for the private structures. Structure protection responsibilities of the protecting local

Entity includes actions taken directly on the structure or the immediate area surrounding the structure. The federal agencies will be responsible for the cost associated with keeping the fire from reaching the structures. These costs may be considered for inclusion in the cost-share agreement for a wildland fire incident.

State Trust Lands w/Private Structures:

The structure protection of privately owned structures on state trust lands against an active threat from an ongoing wildland fire are the responsibility of the protecting local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the protecting local fire service Entity include actions taken directly on the structure of the immediate area surrounding structure. Wyoming State Forestry Division will be responsible for costs associated with keeping the fire from reaching the structures. These costs may be considered for inclusion in the cost-share agreement for a wildland fire incident.

Training:

The Entities party to this agreement will coordinate wildland fire training locally, within the county, state and the Geographic Area.

Communication Systems:

Communication frequencies to be used for initial attack are included in each district's attachment. All Entities will utilize the current year Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division. All Entities to this agreement give permission for the use of their respective entities radio frequencies for emergency use only.

Aviation Operations:

1. Aerial resources may be used with prior approval of the jurisdictional Entity unless otherwise specified under "Special Management Considerations" of this plan.
2. Aerial resources will be paid for by the requesting Entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.
4. Aviation use will be requested through the appropriate interagency dispatch center.

Billing Procedures:

- A. Out of State:
 1. Federal Agencies will not bill each other for fire suppression. See Section C for State and County billings.
 2. When non-federal resources respond to incidents outside the State of Wyoming, bill should be submitted to WSFD Headquarters.
 3. Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the Forest Service under these qualifying conditions:
 - I. When non-federal resources respond to incidents which are outside the State of Wyoming but are within USDA Forest Service Jurisdiction.
 - II. When the USDA Forest Service is the Lead Agency for Payment. All completed bills will then be sent to the appropriate Forest Service at the address listed in Section C.
 4. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Agency for Payment, Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the appropriate DOI Agency at the address listed below in Section C.
 5. Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.
 6. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
 7. All supporting Entities are subject to examination and audits.
 8. In order to receive EFT payments, Wyoming counties shall register in SAM, www.sam.gov, and follow the instructions online.
- B. In-State:
 1. When State or County resources are used and the fire management activity is within the State of Wyoming, the State or County will bill either: WSFD or the protecting host unit.
 2. When the State is the jurisdictional Agency, the Federal Agencies will submit their individual billings to the State and the State will reimburse each individual Agency. When the County is the jurisdictional entity, the Federal Agencies may submit their individual billings to the County and the County will reimburse each individual Agency.
 3. Payment for Wyoming State/County resources will be made direct to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.

C. **Billing Addresses:** All bills for services provided to the Wyoming State Forestry Division or to Counties will be submitted to addresses identified in the Appropriate Operating Plans or as listed below:

All bills for services provided to **Wyoming State Forestry Division** will be submitted to:

Wyoming State Forestry Division
Headquarters Office
5500 Bishop Blvd.
Cheyenne, WY 82002

All bills for services provided to a **County in Wyoming:**

Refer to the Wyoming Wildland Fire Resource Mobilization Guide on the following website for the County are you to bill: <http://wsfd.wyo.gov/fire-management/fire-business>

All bills for services provided to the **Bureau of Reclamation** will be mailed to:

Environmental Division Manager
Bureau of Reclamation, Dakotas Area Office
P.O. Box 1017 Bismarck,
ND 58502

All bills for services provided to the **Rocky Mountain Region - Forest Service** will be mailed to:

USDA Forest Service, Rocky Mountain Region
Attn: Incident Business - Regional Safety, Fire and Aviation Management Office 1617
Cole Boulevard, Building 17
Lakewood, CO 80401-3305

All bills for services provided to the **Intermountain Region - Forest Service** will be mailed to:

USDA Forest Service, Intermountain Region
Attn: Incident Business - Regional Budget Office
324 25th Street
Ogden, UT 84401

All bills for services provided **out of state** to the **DOI Department of Interior/BLM** will be mailed to:

BLM Wyoming State office
Attn: Fire Program and Management Analyst
5353 Yellowstone Road
Cheyenne, WY 82009

All bills for services provided **in state** to the **DOI Department of Interior/BLM** will be mailed to appropriate BLM WY District:

BLM High Plains District Attn:
Fire Management Officer 2987
Prospector Drive
Casper, WY 82604

BLM Wind River/Bighorn Basin District
Attn: Fire Business Specialist
101 S. 23rd Street
Worland, WY 82401

BLM High Desert District
Attn: Fire Business Specialist
280 Highway 191 North Rock Springs, WY 82901

All bills for services provided to the **DOI Department of Interior/NPS Intermountain Region** will be mailed to:

NPS - Intermountain Region
Attn: Fire Budget Analyst 12795 W. Alameda Parkway
Lakewood, CO 80228

All bills for services provided to the **DOI Department of Interior/BIA** will be mailed to:

Bureau of Indian Affairs - Rocky Mountain Region
Branch of Fire &
Forestry Attn: Budget
Analyst 2021 4th Avenue
North Billings, MT 59101

All bills for services provided to the **DOI Department of Interior/FWS** will be mailed to:

US Fish & Wildlife Service
Mountain Prairie Region 6
P.O. Box 25486
Attn Billing Dept
Denver, CO 80225

- D. The non-federal Entities of Wyoming are cooperators, not contractors. Reference the Wyoming Wildland Fire Resource Mobilization Guide (Mini Mob Guide) for Wyoming Firefighters Pay Plan and Equipment Use Rates. Emergency Equipment Rental Agreements will only be executed for equipment not listed in above.
- E. The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.
- F. Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.
- G. Billing Estimates/Time Frames: Agencies will submit invoices within 180 days of the demobilization of the incident. Extensions beyond 180 days for invoice submittal must be presented in writing to the reimbursing agency. It should be noted that some categories of expenses may often require subsequent billings outside of the 180-day period, such as: outstanding cost shares, claims, aircraft expenses, and fire cache costs.

Operating plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill should be submitted to the reimbursing agency within 180 days of the demobilization of the incident. After a final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

Each Party to this Agreement will strive to provide appropriate Parties of an estimate of the amount of reimbursable bills they expect to submit within 90 calendar days in each reimbursable action.

H. Billing Content: A separate bill will be submitted for each fire. The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid. Provide as a minimum on each invoice/bill:

- Agency name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing,
- Location and jurisdictional unit
- Appropriate Firecode or charge code.
- Summary cost data for the amount being billed.

Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor name and amount spent for supplies and services procured. Generally, cost source documents will not be required unless summary cost data is disputed, there is a Fire Management Assistance Grant (FMAG), or unless specific agency regulations require cost source documents.

At times, supplemental information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties. The process for handling such requests should be documented in the Operating Plan.

For out of state resources used on state or private land incidents, their bills will be sent to the address below. Wyoming State Forestry Division will either make payment or forward the bill to the appropriate Entity for payment.

**Wyoming State Forestry Division 5500
Bishop Blvd.
Cheyenne, WY 82002**

Cost Recovery:

Authority to recover suppression costs and damages from those responsible for causing a fire varies depending on contracts, agreements, permits and applicable laws. As soon as possible after a fire, the Authorized Representatives of affected Parties will attempt to reach mutual agreement on the strategy that will be used to recover suppression costs and damages from the individuals responsible for such costs and damages. If possible, all costs should be determined prior to the initiation of cost recovery efforts. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. As authorized by law, any Party may independently pursue civil actions against individuals to recover suppression costs and damages, though adequate notice should be provided the other Parties to the Agreement. In those cases where costs have been recovered from individuals or parties, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action, as authorized by law.

GENERAL PROVISIONS

Personnel Policy:

Employees of the Entities to this Agreement shall be subject to the personnel rules, law and regulations of their respective Entity, unless they are employed temporarily by another Entity to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Entity's personnel laws and regulations.

Modifications:

Modifications within the scope of this Agreement shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum of 20-day notice, signed and dated by all

Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

Annual Review:

This Operating Plan is reviewed annually. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan.

Duration of Agreement:

This Operating Plan remains in effect until superseded. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all

Attachment C- District 3

This Plan is between the Wyoming State Forestry Division (WSFD), Wyoming Military Department, USDA Forest Service (USFS), USDI Bureau of Land Management (BLM), National Park Service (NPS), Fish and Wildlife Service (FWS), Bureau of Indian Affairs (BIA), U.S. Wildland Fire Service (USWFS), Big Horn County, and Big Horn County Fire Districts: 1,2,3,4 and 5, Fremont County, Fremont County Fire District, Dubois Fire District, Jeffrey City Fire District, Riverton Fire District, City of Lander, Hot Springs County, Hot Springs County Fire District, Park County, Park County Fire Districts Joint Powers Board, Park County Fire Districts: 1,2,3, and 4, Washakie County, Worland Fire District #1, Ten Sleep Fire District, Town of Ten Sleep and Wyoming Military Department (WYMD)

INTERAGENCY COOPERATION

Interagency Dispatch Centers

Entities agree to participate in the federal dispatch system and give authority to the Cody Interagency Dispatch Center (CIDC) to provide the services required in support of the center's charter and operating plan. For specifics, see the appropriate CIDC AOP.

PREPAREDNESS

Description of the reciprocal fire protection zone:

1. All of lands within Big Horn County, Fremont County, Hot Springs County, Park County, and Washakie County with the exception of Wyoming State Park lands (State Parks) and Wyoming Military Department (WYMD) are considered as reciprocal protection zones.
2. Following the initial report of the fire to the jurisdictional Entity, and within the reciprocal fire protection zones, each Entity, with the exception of WSFDs 24 hours, shall assume its own full cost of expenditures for a maximum of 6 hours reciprocal fire protection.
3. For all wildfires on State Parks and WYMD administered lands, bills should go to agency with surface jurisdiction. All fires associated with the Wyoming Military Department will have cost reimbursed through the approval from the Wyoming State Forster and the Wyoming Governor. All costs attributed to Wyoming Military Department land fires will be sent to the Wyoming State Forestry Division for reimbursement.
4. Reciprocal protection is not construed as an automatic commitment for the maximum reciprocal fire protection period for each county listed above. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack forces that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entities to include but not limited to food, water, and additional forces to expedite release of the supporting Entities in advance of the maximum reciprocal fire protection for each county, as listed above

GENERAL PROVISIONS

Personnel Policy:

Employees of the Entities to this Agreement shall be subject to the personnel rules, law and regulations of their respective Entity, unless they are employed temporarily by another Entity to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Entity's personnel laws and regulations.

Modifications:

Modifications within the scope of this Agreement shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum of 20-day notice, signed and dated by all Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

Annual Review:

This Operating Plan is reviewed annually. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan.

Duration of Agreement:

This Operating Plan remains in effect until superseded. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all

OPERATIONS

Fire Notifications and Reporting:

All Fires and initial action on or near land under the protection of an entity to this agreement and all initial action will be reported promptly to the protecting entity through CIDC and further instructions agreed upon. Upon notification, if the protecting entity fails to properly recognize and claim ownership, suppression costs for the protecting entity's proportionate share will be assessed them upon discovering and proof of ownership by the supporting entity.

On any wildland fire within a county, the County Fire Warden will be notified. For a list of contacts for notification or requests of assistance see the directory.

BLM Land

Immediate suppression action will be taken by the cooperating parties within their capabilities. Immediate notification of all fires either on or threatening BLM will be given to the CIDC.

Fires within one mile of BLM land are considered a threat to BLM and will be reported to CIDC.

USWFS became the protecting agency for all BOR lands within the state of Wyoming (with the exception of B.O.R. surface in Lincoln County) As such, BOR lands shall be protected under the same terms as BLM lands; that is, mutual aid periods, billable responses, and cost share processes shall be the same for BOR as BLM. Both BLM and BOR will be signatory to thisAOP. All bills for fires on BOR lands shall be sent to BLM for payment.

BIA land

Immediate notification of all fires either on or threatening BIA lands will be given to Wind River Agency Fire Dispatch and to CIDC. Unless directed otherwise by an agency representative, immediate suppression action will be taken by the cooperating entities within their capabilities.

Fires within one mile of BIA land are considered a threat to BIA and will be reported to CIDC.

State Land

Immediate suppression action will be taken by the cooperating entities within their capabilities. Each fire district will have primary responsibility for initial attack on State lands within their district. Immediate notification of all fires either on or threatening State lands will be given to the appropriate County Sheriff's Office and to CIDC. Notification of fires on State Lands will be reported promptly to the Wyoming State Forestry Division Duty Officer.

The State or its representative suppression forces will participate in Reciprocal Fire Protection Services.

National Forest

Unless directed otherwise by an agency representative, immediate suppression action may be taken by the cooperating parties within their capabilities. Immediate notification of all fires either on or threatening National Forest Service lands will be given to the CIDC.

Private Lands

Immediate suppression action will be taken by the cooperating entities within their capabilities. Immediate notification of all fires either on or threatening private lands or private property will be given to the appropriate County Sheriff's Office and CIDC.

National Park Service (NPS) - Bighorn Canyon National Recreation Area (NRA)

Unless directed otherwise by an agency representative, immediate suppression action will be taken by the cooperating entities within their capabilities. For all fires discovered either on or threatening NPS Land, immediate notification of the fire will be given to the CIDC.

Big Horn County Fire Protection District #1 {Lovell Fire Department} is authorized by the National Park Service to respond to any wildfire or structural fire within the boundaries of Bighorn Canyon National Recreation Area south of the Crow Indian Reservation. Any such response will be governed by the reciprocal fire protection rules set forth in this agreement.

Wyoming Military Department Lands - Joint Operations Center

Immediate suppression action will be taken by the cooperating parties within their capabilities. Immediate notification of all fires either on or threatening Wyoming Military

Department Lands will be given to the CIDC. CIDC will notify Wyoming Military Department Agency Administrator. CIDC will notify the WSFD Duty Officer when the

initial attack is not sufficient to control a fire.

SPECIAL MANAGEMENT CONSIDERATIONS

In situations where a jurisdiction's initial response to a wildfire has the potential to affect other jurisdictions, the Unit Administrator Group will be assembled with representatives from all affected entities that are signatory to this agreement. Wildfire response actions will be coordinated to ensure a unified, active management approach focused on controlling the incident, protecting life and property, and minimizing impacts across jurisdictional boundaries

Partners Party to this Agreement:

All unplanned fires require a response and a decision. This is best communicated with clear objectives and an "incident strategy". The incident strategy is based on the following criteria (pages 3 and 4

- Should lead to meeting the objectives
- Risk to firefighters (Risk Management - probability and the consequences of fire impacting values at risk vs. the risk to firefighters put in place to mitigate the risk of fire impacting values.)
- Fuels, Weather and Topography influencing the fire and the anticipated spread of the fire
Values at Risk: Communities, Infrastructure, Watersheds, Social, Ecological, Cultural, etc.
Partner agencies and their objectives (if the fire is or is expected to be multi-jurisdictional)
Cost of meeting objectives
- Smoke Management: Coordination with Wyoming DEQ
- Desired conditions (outlined in the Land Management Plan Objectives or other documents)
Resource Availability
Fire Modelling Tools
- Seasonality- duration of fire/change in conditions

Agency Administrators and Fire Managers assess the criteria above and then develop a strategy to successfully manage the fire, and meet objectives. The strategy may use natural barriers, changes in weather, fuel changes or rely heavily on the efforts of firefighters and aircraft. It could be a combination of all these elements (and usually is).

Use of Heavy Equipment on Federal Lands:

On all federal lands, use of heavy equipment is not authorized for initial attack, unless an Incident Commander determines that human life or safety are threatened and the equipment will mitigate that threat. Otherwise, verbal consent must be obtained from the agency representative, followed by written documentation to the Incident Commander. It is recommended that a Resource Advisor (READ) be requested on all federal lands.

Aircraft Use:

Aircraft use (flight time, retardant cost, extended hours, etc...) for federal/state contracts, the use cost will be covered by the federal agencies if the fire is deemed a threat to federal lands (USFS will cover the use cost if it is deemed a threat to USFS jurisdiction, and BLM will cover if it was a threat to BLM jurisdiction) on the premise that the aircraft would have more than likely been dispatched by the agency anyway. If it is not deemed a threat to federal jurisdiction then the State will cover the use costs. If the definition of threat cannot be agreed upon, aerial resources will be paid for by the jurisdictional agency responsible for the fire during the initial response period or will be inserted into the cost share for extended attack incidents

Wildland Urban Interface Protection:

Structural fire suppression is the responsibility of the local entity. Keeping an approaching wildfire from reaching a structure may be the responsibility of any parties to this agreement depending upon the location of the wildfire and the chosen management strategy.

Fire Weather Systems:

The entities which are party to this agreement will cooperate in the gathering, processing, and use of fire weather data that meets current National Fire Danger Rating System (NFDRS) standards.

Decision Process

Delegation of Authority:

Until a formal Delegation of Authority is in place, implement the following (pages 4 and 5).

1. Provide for firefighter and public life safety.
2. Protection of dwellings, improvements, developments, followed by protection of other resources to include, but not limited to; agricultural, cultural and natural.
3. Manage the fire with as little environmental damage as possible. Restrictions to suppression actions should be adhered to as they become known
4. Be cost effective and maintain costs commensurate with values at risk while expending the prudent amount of funds required in accomplishing the selected objectives.
5. Manage the human resources assigned in a manner that promotes mutual respect.
6. Consider management of the incident under NWCG 310-1 National Qualifications Standards.
7. Local resources working within their protection area or under local mutual aid agreements can utilize their local entity qualification and training standards.
8. The appropriate interagency Dispatch Center will be utilized for ordering and status updates to include the ICS Form 209 Incident Status Summary.
9. Consider fatigue along with other risks, hazards, and exposures.
10. Recommend a date to the jurisdictional entity on when to declare the fire out or any monitoring needs.
11. Share incident information relative to fire reporting needs with the jurisdictional entity.

Authorized Representatives/Signatures:

By signature below, all signatories to this Annual Operating Plan certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this AOP.

By my signature below, I authorize my signature to be photocopied into each and all of the Annual Operating Fire Plans for the Wyoming Interagency Cooperative Fire Management Agreement.

I understand that my agency will be provided a copy of the agreement with a photocopied signature page when the required signatures are obtained.

THE PARTIES HERE TO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

District 3 A.O.P. Signatures

Bureau of Land Management

District Manager, High Desert District (Print Name) Date

District Manager, Wind River/Bighorn Basin (Print Name) Date

Wyoming Military Department – Joint Operations Center

The Adjutant General (Print Name) Date

The United States Property and Fiscal Officer (Print Name) Date

Bureau of Reclamation

Area Manager (Print Name) Date

US Fish and Wildlife Service

CO/UT/WY Region (Print Name) Date

US Forest Service

Forest Supervisor – Shoshone NF (Print Name) Date

Forest Supervisor – Bighorn NF (Print Name) Date

USFS Grants and Agreements Coordinator (Print Name) Date

Park County

Park County Fire Warden (Print Name) Date

Chairman – Park Co. Fire District 1 (Print Name) Date

Chairman – Park Co. Fire District 2 (Print Name) Date

Chairman – Park Co. Fire District 3 (Print Name) Date

Chairman – Park Co. Fire District 4 (Print Name) Date

Washakie County

Washakie County Fire Warden (Print Name) Date

Chairman – Washakie Co. Commissioners (Print Name) Date

Chairman – Worland Fire Protection District 1 (Print Name) Date

Mayor of Ten Sleep (Print Name) Date

Chairman – Ten Sleep Rural Fire District (Print Name) Date

Hot Springs County

Hot Spring Co. Fire Warden (Print Name) Date

Chairman – Hot Springs Co. Commissioners (Print Name) Date

Chairman – Hot Springs Co. Fire District (Print Name) Date

Fremont County

Fremont County Fire Warden (Print Name) Date

Chairman – Fremont County Commissioners (Print Name) Date

Mayor – City of Lander (Print Name) Date

Chairman – Dubois Fire District (Print Name) Date

Chairman – Fremont County Fire District (Print Name) Date

Chairman – Jeffrey City Fire District (Print Name) Date

Chairman – Riverton Fire District (Print Name) Date

Bighorn County

Bighorn County Fire Warden	(Print Name)	Date
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Chairman – Bighorn Co. Commissioners	(Print Name)	Date
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Chairman – Bighorn Co. Fire District 1	(Print Name)	Date
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Chairman – Bighorn Co. Fire District 2	(Print Name)	Date
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Chairman – Bighorn Co. Fire District 3	(Print Name)	Date
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Chairman – Bighorn Co. Fire District 4	(Print Name)	Date
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Chairman – Bighorn Co. Fire District 5	(Print Name)	Date
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U.S. Wildland Fire Service

(Print Name) Date

Wyoming State Forestry Division

Wyoming State Forestry Division

(Print Name)

Date

ATTACHMENT C-1

DIRECTORY

Listed below are the Agency positions in order of authority for decisions within each Entity. For purpose of notification, request of assistance, approval of retardant or equipment use, and for representatives for the Unit Administrator Group use the call list which is arranged according to the order each Agency wants their representatives called. Each Agency representative will be responsible to follow the proper procedure for their Entity.

BLM Lands - District Fire Management Officer/Field Office Manager or their designated representative.

BOR Lands- BOR Agency Administrator or their designated representative.

State Lands - Assistant State Forester - Fire Management/District Forester/Duty Officer or their designated representative.

National Forest Lands - District Ranger/Forest Fire Management Officer or their designated representative.

BIA Lands - Fire Management Officer or their designated representative.

National Park Service Lands - Fire Management Officer/Chief Ranger or their designated representative.

U.S. Fish & Wildlife Service Lands - Manager or their designated representative.

Private Lands - County Commissioner, District Fire Board, County Fire Warden, or their designated representative.

Wyoming Military Department/WY Army National Guard – Joint Operations Center (JOC) or their designated representative

Agency Representatives

- a. Joel Peters- Wind River/Big Horn Basin BLM, Cody, Worland and Lander Field Offices.
- b. Mark Randall- High Desert District BLM, Rock Springs, Kemmerer, Pinedale, Rawlins Field Offices.
- c. Mahroni Williams - Chief of Water and Land Division, Bureau of Reclamation.
- d. Brent Godfrey - Big Horn County
- e. Ron Wempen- Fremont County
- f. Dion Robbins - Hot Springs County
- g. Jerry Parker - Park County
- h. Chris Kocher - Washakie County
- i. Dan Oakley - Wyoming State Forestry Division
- j. Jon Warder - USFS, Bighorn National Forest
- k. Sage Decker- USFS, Bighorn National Forest
- l. Will Basye- NPS, Bighorn Canyon National Recreation Area
- m. Fred Tucker- USFS, Shoshone National Forest
- n. Bryce Rogers - BIA, Wind River Reservation
- o. Erik Haberstick - USFWS
- p. Wyoming Army National Guard - JOC
- q. United States Wildland Fire Service

The above individuals will represent the participating agencies when a Unit Administrator Group is needed.

ANNUAL OPERATING PLAN CONDENSED FIRE DIRECTORY

AGENCY/TITLE	NAME	PHONE	EMAIL
Bureau of Land Management			
Cody Interagency Dispatch Center		307-578-5740 800-295-9954	wycdc@firenet.gov
Center Manager	Lauren Bellinger	307-578-5747 800-295-9954	lauren.bellinger@blm.gov (C) 307-250-7691
Assistant Center Manager	VACANT		
Paging/Answering Service		800-295-9954	
Expanded Dispatch			wycdc_expanded@firenet.gov
Wind River/Bighorn Basin District			
District Manager	Johanna Kramer	(B) 307-332-8408 (C) 307-522-8127	jkramer@blm.gov
Lander Field Manager	Ruth Miller	(B) 307-332-8435 (C) 406-598-2376	ramiller@blm.gov
Worland Field Manager	Stacy Whitman-Moore	(B) 307-522-8127 (C) 307-347-5133	swhitmanmoore@blm.gov
Worland Assistant Field Manager	Mike Peck	(B) 307-347-5122 (C) 307-388-3811	mpeck@blm.gov
Cody Field Manager	Cade Powell	(B) 307-578-5915 (C) 307-710-4630	cpowell@blm.gov
District FMO	Joel Peters	(B) 307-332-8482 (C) 307-388-4691	jjpeters@blm.gov
District AFMO Operations	VACANT	(B) (C)	
District AFMO Fuels	Rance Neighbors	(B) 307-347-5148 (C) 307-431-9878	rance_neighbors@blm.gov

High Desert District			
Casper Interagency Center		800-295-9953	
District FMO	Mark Randall	(B) 307-367-5353 (C) 307-231-9092	mrandall@blm.gov
District AFMO	Mike Wengert	(B) 307-352-0217 (C) 307-231-6051	mwengert@blm.gov
District AFMO Fuels	Chris Otto	(B) 307-328-4250 (C) 307-321-7561	c75otto@blm.gov
Bureau of Reclamation			
Chief of Water and Land Division	Mahonri Williams	307-261-5624	mlwilliams@usbr.gov
Wyoming Area Manager	Lyle Myler	307-261-5676	
Bureau of Indian Affairs-Wind River Agency			
FMO	VACANT		
Fire Operations	Jacob Binns	(B) 307-332-7807 (C) 307-330-5765	jacob.binns@bia.gov
Fuels	Connor Eckhout	(B) 307-332-7807	connor.eckhout@bia.gov
Prevention	Mike LaPointe	(C) 307-231-0898	michael.lapointe@bia.gov
National Park Service			
NPS Area FMO Grand Teton NP	Will Basye	(B) 307-690-9185	william_basye@nps.gov
NPS Area AFMO Grand Teton NP	Bill Mayer	(B) 307-739-3313 (C) 307-699-0139	bill_mayer@nps.gov
Bighorn Canyon NRA			
Visitor Center	307-548-5406	Lovell PD Dispatch	307-548-2215
Chief Ranger	Chris Valdez	(C) 406-696-7605	chris_valdez@nps.gov
US Fish and Wildlife Service			
FMO	Erik Haberstick	(C) 435-881-5715	

Bighorn National Forest			
Medicine Wheel District Ranger	VACANT	(B) 307-548-6541	
Medicine Wheel District FMO	Sage Decker	(B) 307-548-5313 (C) 307-272-5804	justin.decker@usda.gov
Medicine Wheel Assistant FMO	Garrin Ryg	(B) 307-548-5312 (C) 406-600-8554	garrin.ryg@usda.gov
Bighorn Forest FMO	Jon Warder	(B) 307-674-2631 (C) 307-752-2614	jonathon.warder@usda.gov
Resource Staff Officer	Cordell Perkins	(B) 307-674-2685 (C) 406-740-1781	cordell.perkins@usda.gov
Powder River District Ranger	Mike Thom	(B) 307-864-7806	micheal.thom@usda.gov
Powder River RD FMO	Matt Weakland	(B) 307-684-4644 (C) 605-641-4415	matthew.weakland@usda.gov
Shoshone National Forest			
Forest Supervisor	Ken Coffin	(B) 307-250-7665	kenneth.coffin@usda.gov
Shoshone Forest FMO	Fred Tucker	(B) 307-578-5123 (C) 307-272-0155	fredrick.tucker@usda.gov
Assistant Forest FMO	Beau Kidd	(B) 307-578-5180 (C) 208-521-0867	beau.kidd@usda.gov
North Zone District Ranger	Casey McQuiston	(B) 307-527-6921 (C) 307-296-6001	casey.mcquiston@usda.gov
North Zone FMO	Travis Clark	(B) 307-578-5221 (C) 307-208-2077	travis.l.clark@usda.gov
North Zone AFMO Fuels	Pete Freire	(B) 307-527-5207 (C) 307-899-5828	pete.freire@usda.gov
North Zone Fuels Operations	Tate Cavill	(B) 307-578-5221 (C) 406-396-0255	tate.cavill@usda.gov

Shoshone NF, continued			
Washakie District Ranger	Steve Schacht	(B) 307-332-9071 (C) 307-250-7680	steve.schacht@usda.gov
Wind River District Ranger	Jeff Von Kienast	(B) 307-455-4151	jeff.vonkienast@usda.gov
South Zone FMO (Lander)	Brandon Bonenberger	(B) 307-335-2152 (C) 307-330-6763	brandon.bonenberger@usda.gov
South Zone AFMO Operations (Dubois)	John Ellington	(B) 307-455-4156 (C) 307-240-1776	john.ellington@usda.gov
South Zone AFMO Fuels (Lander)	Brett Heller	(B) 307-335-2178 (C) 304-349-6360	brett.heller@usda.gov
County Cooperators			
Big Horn County			
County Fire Warden	Brent Godfrey	(C) 307-272-7018	bhcofirewarden@gmail.com
Deputy County Fire Warden	Tony Giles	(B) 307-568-2324 (C) 307-258-0347	bhxfirewarden902@gmail.com
Lovell Fire Chief	Zack Blain	(C) 307-272-2535	lovellfire@tctwest.net
Lovell Fire Hall		(B) 307-548-6427	
Fremont County			
Fremont County/Lander Dispatch		307-332-5611 or 800-967-2302	
Riverton Police Department		307-856-4891	
Fremont County Fire Protection District			
County Fire Warden District Chief	Ron Wempen	(B) 307-857-3030 (C) 307-851-2919	fcpdchief@gmail.com
Dep. Co. Fire Warden Deputy Dist. Chief	Chaz Brown	(B) 307-857-3030 (C) 307-714-0012	trainer@fremontcountyfire.com
Board Chairman	Paul Downey	(H) 307-856-1887 (C) 307-851-1521	downeywelding@yahoo.com

Dubois Fire District			
Chief	Mike Franchini	(C) 307-450-8448	mfranchini@dteworld.com
Assistant Chief	AJ Albright	(C) 307-450-7040	
Board Chairman	Gary Bradbury	(C) 480-433-1638	garywyaz@gmail.com
Jeffrey City Fire District			
Chief	Vern Redland	(C) 307-797-6260	redland80@gmail.com
Assistant Chief	Tom Corbett	(C) 307-330-6118	
Board Chairman	Thad Dockery	(C) 307-330-6118	jc-fpd@outlook.com
Lander Fire Department			
Administrator	Chris Johnson	(B) 307-332-2209 (C) 307-330-4091	fireadmin@landerwyoming.org
Chief	Eric Siwik	(C) 307-714-0609	
Assistant Chief	Jeremy Bingaman	(C) 307-330-3198	
Riverton Fire District			
Administrator	Amy Hurtado	(B) 307-856-8248	rivfire@bresnan.net
Chief	Jesse Cassity	(C) 307-851-6605	
Assistant Chief	Eric Knowland	(C) 307-851-2618	
Board Chairman	Dennis Mazet		
Hot Springs County			
Thermopolis Dispatch		307-864-3114	
County Fire Warden	Dion Robbins	(C) 307-921-1283	hscwarden@ftconnect.net
Dep. Co. Fire Warden	Opie Love	(C) 307-921-1093	op00271962@gmail.com
Thermopolis Chief	Dale Andreen	(C) 307-921-1202	tvfd@rtconnect.net
TVFD Fire Hall		(B) 307-864-2821	

Park County			
Park County SO Dispatch		307-527-8700	
County Fire Warden Dist. #2 Administrator	Jerry Parker	(C) 307-899-7807	jparker@parkcountyfiredistrict2.com
Dep. Co. Fire Warden	Sam Wilde	(B) 307-527-8550 (C) 307-899-7508	swilde@parkcountyfiredistrict2.com Pager # 508
Fire Dist. #1 – Powell		(B) 307-754-2212	
Dist. #1 Administrator	Charlie Ziska	(C) 307-272-6961	
Powell Chief	Dustin Dicks	(C) 307-254-4058	chief@pvfd.net
Fire Dist. #2 – Cody	Jerry Parker	(Contact Information listed above)	
Clark Chief	Nate Hoffert	(C) 307-899-5275	nh82435@gmail.com
Meeteetsee Chief	Kirk Bennet	(C) 307-899-1143	mfire@tctwest.net
Washakie County			
Washakie Co. Dispatch		307-347-4253	
County Fire Warden	Chris Kocher	(B) 307-347-6379 (C) 307-431-2675	ckocher@worlandfire.org
Dep. Co. Fire Warden (Ten Sleep)	Shane Starbuck	(H) 307-366-2524 (C) 307-388-1144	starbuck@tctwest.net
Dep. Co. Fire Warden (Worland)	Troy Nelson	(C) 307-431-0674	tnelson@worlandfire.org
Wyoming Military Department			
Joint Operation Center		(O) 307-772-5112	

Wyoming State Forestry Division			
Duty Officer 307-777-5566			
Asst. State Forester FMO	Jerod Delay	(B) 307-777-3368 (C) 307-286-6315	jerod.delay@wyo.gov
AFMO – Ops/Training	Nathan Butler	(C) 307-631-1676	nathan.butler@wyo.gov
Fire Ops Specialist	Dan Oakley	(C) 307-438-5422	daniel.oakley@wyo.gov
District Forester	Frank Mitchem	(C) 307-823-3864	frank.mitchem@wyo.gov
Asst. Dist. Forester	Matt Emerson	(C) 307-631-2352	matt.emerson@wyo.gov

Glossary of Terms

Agency	An administrative division of a government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. A federal, tribal, state or local agency that has direct fire management or land management responsibilities or that has programs and activities that support fire management activities.
Agency Administrator	The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
Area of Critical Environmental Concern (ACEC)	An area of public lands where special management attention is required to protect and prevent irreparable damage to important historic, cultural, or scenic values, fish, and wildlife resources, or other natural system or processes, or to protect life or provide safety from natural hazards.
BLM	Bureau of Land Management
BOR	Bureau of Reclamation
County and local fire service Entities	County Fire Organizations, City Fire Organizations, Joint Powers Boards, or Fire Protection Districts.
Entities (Entity)	All Federal agencies, Wyoming State Forestry Division, counties, fire districts and local fire service organizations having jurisdictional responsibility for land and resource management and protection.
Escaped Prescribed Fire	Prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. Criteria for conversion are specified in, "Interagency Prescribed Fire Planning and Implementation Procedures Reference Guide."

Extended Attack	Actions taken on a wildfire that has exceeded the initial response.
Initial Attack (IA)	A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
Jurisdictional Entity	The Entity which has overall land and resource management, and/or protection responsibility as provided by Federal, State, or local law.
Line Officer	Managing officer, or designee, of the agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management.
Prescribed Fire	Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.
Protecting Entity	An entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.
Protection Area Maps	Official maps of the annual operating plans. Example: Maps showing protection area responsibilities.
Reciprocal Fire Protection	A Supporting Entity will take initial attack in support of the Protecting Entity. The Protecting Entity will not be required to reimburse the Supporting Entity for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the reciprocal period as defined in this plan, not to exceed 24 hours.
Reimbursable Fire Protection	Fire suppression resources will be paid for by the requesting Protecting Entity per the conditions in the Wyoming Interagency Fire Management Agreement, Wyoming Interagency Cooperative Fire Management Agreement and this Annual Operating Plan.

<p>Research Natural Area (RNA)</p>	<p>A physical or biological unit in which current natural conditions are maintained insofar as possible. These conditions are ordinarily achieved by allowing natural physical and biological processes to prevail without human intervention. However, under unusual circumstances, deliberate manipulation may be utilized to maintain the unique feature that the Research Natural Area was established to protect.</p>
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<p>State Lands</p>	<p>All lands under the jurisdiction of the Board of Land Commissioners.</p>
<p>State Park Lands</p>	<p>All lands under the jurisdiction of Wyoming State Parks, Historic Sites & Trails.</p>
<p>Structure Fire Protection</p>	<p>The protection of homes or other structures from an active wildland fire.</p>
<p>Supporting Entity</p>	<p>An entity providing suppression or other support and resource assistance to a Protecting Entity.</p>
<p>Suppression</p>	<p>A wildfire response strategy to "put the fire out", as efficiently and effectively as possible, while providing for firefighter and public safety.</p>
<p>Unit Administrator Group</p>	<p>A group consisting of all Jurisdictional Entities, consisting of two or more individuals assigned administrative responsibilities, to make coordinating decisions and recommendations within the framework of the Annual Operating Plan.</p>
<p>Wildfire</p>	<p>An unplanned, unwanted wildland fire including unauthorized human caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.</p>
<p>Wildland Fire</p>	<p>Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.</p>
<p>Wildland Fire (Unplanned Ignition)</p>	<p>Any non-structure fire, other than prescribed fire, that occurs in the wildland.</p>

<p>Wildland Fire Decision Support System (WFDSS)</p>	<p>The Wildland Fire Decision Support System (WFDSS) is a web-based decision support system that provides a single dynamic documentation system for use beginning at the time of discovery and concluding when the fire is declared out. WFDSS is the decision support documentation platform for all federal wildfires. WFDSS allows the Agency Administrator to describe and assess the fire Situation, develop Incident Objectives and Requirements, develop a Course of Action, evaluate Relative Risk, complete an Organization Assessment, document the Rationale and publish a Decision.</p>
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<p><u>Wildland Fire Situation Analysis (WFSA)</u></p>	<p>A decision making process that evaluates alternative management strategies against selected safety, environmental, social, economical, political, and resource management objectives as selection criteria.</p>
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<p>Wilderness Study Area (<u>WSA</u>)</p>	<p>An area under study for possible inclusion as a Wilderness Area in the National Wilderness Preservation System. These areas are roadless, undeveloped, federal lands that retain their primeval character and influence, without permanent improvements or human habitation, and are managed to preserve their natural conditions.</p>
<p>Wildland Urban Interface (<u>WUI</u>)</p>	
<p>The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire.</p>	

<p>Wyoming Greater Sage Grouse (GRSG) <i>*These terms and definitions were pulled directly out of the:</i> Wyoming Greater Sage Grouse</p>	<p><i>Core Habitat:</i> Sage-grouse core habitat (as defined in the WY EO 2015-4) is one of two components of Sage-grouse Priority Habitat Management Areas. Core habitats are state-designated areas identified as the most important for GRSG (Greater Sage-Grouse) and include breeding, late brood-rearing, winter concentration areas. It does not include known, migration or connectivity corridors. Sage-grouse core habitat plus connectivity habitat together make up Sage-grouse Priority Habitat Management Areas.</p>
<p>Sage Grouse RMP/LRMV Amendments</p>	<p><i>General Habitat Management Areas:</i> Occupied (seasonal or year-round) habitat outside of priority habitat. These areas have been identified by the BLM in coordination with respective state wildlife agencies.</p> <p><i>Priority Habitat Management Area:</i> Sage-grouse priority habitats are areas that have the highest conservation value to maintaining or increasing Sage-grouse populations. These areas would include breeding, late brood-rearing, winter concentration areas, and where known, migration or connectivity corridors. Sage-grouse Priority Habitat Management Area includes core plus connectivity habitat.</p>

Fremont County

Fremont County Fire Warden (Print Name) Date

Chairman – Fremont County Commissioners (Print Name) Date

Mayor – City of Lander (Print Name) Date

Chairman – Dubois Fire District (Print Name) Date

Chairman – Fremont County Fire District (Print Name) Date

Chairman – Jeffrey City Fire District (Print Name) Date

Chairman – Riverton Fire District (Print Name) Date

FY 2026-2027 Wind River Visitors Council Budget PROPOSED						
A	B	C	D	E	F	G
	Budget Category	Code	2025-2026 Budget	2026-2027 Budget	Section 4, Item D. Budget	
1	Income					
2	Lodging Tax	4009	\$994,034	\$1,061,268		
3	Interest Earned	4501	\$3,591	\$3,855		
4	Destination Development Program	DD	\$0	\$300,000		
5	Total Revenue		\$ 997,625	\$ 1,365,123	\$ 1,365,123	100.00%
6						
7	Expenses					
8	Professional Services					
9	Accounting Services	5000	\$11,750	\$12,000		
10	Legal Services	5100		\$20,000		
11	Consulting	5200		\$10,000		
12	CPA Review or Audit	5300	\$15,500	\$16,000		
13	Total Professional Services		\$27,250	\$58,000	\$ 58,000	4.25%
14						
15	Board Expenses					
16	Board Expenses	5400	\$4,000	\$4,000		
17	Wyoming Governor's Hospitality & Tourism Convention, Board Leadership Symposium	5500	\$10,000	\$10,000		
18	Board Training	5600	\$9,000	\$5,000		
19	Total Board Expenses		\$23,000	\$19,000	\$ 19,000	1.39%
20						
21	WRVC Office and Services					
22	WRVC Office Services	6000	\$ 20,000	\$ 20,000		
23	Cellular Telephone Stipend (\$50 per month)	6400	\$ 600	\$ 600		
24	Conference/Trade Show Attendance, Mileage, Meals	6500	\$ 22,000	\$ 33,000		
25	Professional Development	6600	\$ 3,500	\$ 1,000		
26	Total WRVC Office and Services		\$46,100	\$54,600	\$54,600	4.00%
27						
28	WRVC Staff					
29	WRVC Payroll (two full time staff, two part time staff)	6100	\$ 182,976	\$ 199,500		
30	FUTA/SUTA/FICA Taxes, Workers Compensation, Unemployment Insurance (25% of payroll)	6200	\$ 45,744	\$ 49,875		
31	Staff Medical Benefits, Staff Retirement Benefits	6300	\$ 20,000	\$ 34,923		
32	Total WRVC Staff		\$248,720	\$284,298	\$284,298	20.83%
33						
34	Wind River Country Tourism Asset Development (TAD) \$265,317					
35	Community of Dubois 36.04% (FY 2025-2026 35.18%)	7000	\$87,425	\$95,620		
36	Community of Lander 29.42% (FY 2025-2026 30.35%)	7100	\$75,422	\$78,056		
37	Community of Riverton 34.54% (FY 2025-2026 34.47%)	7200	\$85,661	\$91,640		
38	Community of Shoshoni-Flat Rate	7300	\$9,900	\$10,570		
39	Community of Hudson-Flat Rate	7400	\$5,000	\$5,338		
40	Total Tourism Asset Development Program		\$ 263,408	\$ 281,225	\$ 281,225	20.60%
41						
42	Marketing Campaign					
43	Website Development	8000	\$74,313	\$26,428		
44	Direct Marketing, Leads, Online Marketing and Social Media	8025	\$151,390	\$96,280		
45	Google DMO Program	8050	\$0	\$0		
46	Regional & State Partnerships	8075	\$15,100	\$16,000		
47	Community Planning & Training	8100	\$11,040	\$11,040		
48	Photo and Video Library	8125	\$3,000	\$5,000		
49	Literature and Sticker Reprints	8150	\$43,000	\$29,000		
50	Press Relations/Events/Packages/Social Media	8175	\$56,340	\$61,440		
51	FAM Tours / Press Trips	8200	\$25,000	\$27,000		
52	Print Ads	8225	\$23,995	\$23,995		
53	Literature Distribution	8250	\$7,500	\$9,000		
54	Billboard in Shoshoni	8275	\$500	\$500		
55	Market Research and Analysis	8300	\$5,300	\$5,500		
56	Fulfillment Program	8325	\$10,000	\$8,000		
57	New Opportunities	8350	\$6,469	\$55,117		
58	Ambassador & Lodging Tax Education	8375	\$1,000	\$5,000		
59	Niche Target Marketing	8400	\$10,000	\$75,000		
60	Conference/Meeting Marketing	8425	\$5,000	\$5,000		
61	Group Tour Business	8450	\$2,500	\$5,000		
62	Support for Wind River Indian Reservation Interpretive Plan	8475	\$35,000	\$35,000		
63	International Marketing	8500	\$22,700	\$18,700		
64	Total Marketing Campaign		\$509,147	\$518,000	\$518,000	37.95%
65						
66	Air Service Marketing					
67	Air Service Marketing	9000	\$30,000	\$30,000	\$30,000	2.20%
68						
69	Board Discretionary Fund					
70	Board Discretionary Fund	9500	\$50,000	\$20,000	\$20,000	1.47%
71						
72	Destination Development Program (\$300,000)					
73	Destination Development Program (\$300,000)	DD	\$0	\$300,000		
74			\$0	\$300,000	\$300,000	21.98%
75	Total Expenses		\$ 1,197,625	\$ 1,565,123		114.65%
76	Cash From Prior Years' Surplus		\$200,000.00	\$200,000.00	\$200,000.00	
77	Over/(Under) Expenditures		\$0	\$0	\$0	

FY 2026-2027 Budget Notes

Code	Amount	Description
4009	\$1,061,268	Lodging Tax: This is the actual lodging tax revenue that was collected in fiscal year 2024 to 2025 and will serve as the budget for fiscal year 2026 to 2027.
4501	\$3,855	Interest Earned: Interest income in the beginning of fiscal year 2025 to 2026 averaged \$321.25 per month. This calculates to \$3,855 for the full fiscal year.
DD	\$300,000	Destination Development Program: The Wind River Visitors Council will receive Destination Development Program funds in fiscal year 2026 to 2027. These funds are received every other year.
5000	\$12,000	Accounting Services: This budget line has increased based on rising costs.
5100	\$20,000	Legal Services: Funds reserved for legal consultation and services as required.
5200	\$10,000	Consulting: Funds reserved for professional consulting services as required.
5300	\$16,000	CPA Review or Audit: This budget line has increased based on rising costs.
5400	\$4,000	Board Expenses: This budget line is remaining the same based on actual spendings.
5500	\$10,000	Wyoming Governor’s Hospitality & Tourism Convention/Board Leadership Symposium: The Wind River Visitors Council is budgeting for new Board Members to attend the Wyoming Governor’s Hospitality & Tourism Convention, and for two members of the Executive Team and the CEO to attend the Board Leadership Symposium.
5600	\$5,000	Board Training: Funds reserved to support the organization’s Destination Marketing Accreditation Program (DMAP) accreditation process.
6000	\$20,000	WRVC Office Services: This budget line is remaining the same based on actual spendings.
6400	\$600	Cellular Telephone Stipend: This budget line is for a \$50 per month cellular telephone stipend for the CEO.
6500	\$33,000	Conference Attendance, Mileage, Meals: This budget line includes attendance at ESTO, Destinations International Annual Convention, IRU,

		Wyoming Governor's Hospitality & Tourism Convention, Fall Hospitality & Tourism Summit, Accent West, Go West Summit and Travel Alliance Partnership (TAP).
6600	\$1,000	Professional Development: This budget line supports staff development.
6100	\$199,500	WRVC Payroll: This budget line pays the salaries of several full time and part time employees.
6200	\$49,875	Taxes, Workers Compensation, Unemployment Insurance: 25% of payroll.
6300	\$34,923	Staff Medical and Retirement Benefits: This budget line pays for medical insurance through the Wyoming Association of Municipalities (WAM) Blue Cross Blue Shield and retirement through the Wyoming Retirement System for full time employees.
7000	\$95,620	Dubois TAD: Dubois brought in 36.04% of the lodging tax in fiscal year 2024 to 2025.
7100	\$78,056	Lander TAD: Lander brought in 29.42% of the lodging tax in fiscal year 2024 to 2025.
7200	\$91,640	Riverton TAD: Riverton brought in 34.54% of the lodging tax in fiscal year 2024 to 2025.
7300	\$10,570	Shoshoni TAD: Lodging tax throughout Fremont County increased. Therefore, TAD funding increased.
7400	\$5,338	Hudson TAD: Lodging tax throughout Fremont County increased. Therefore, TAD funding increased.
8000	\$26,428	Website Development: This budget line includes blogs; website hosting and services; domain and plug-in renewals; an AI trip planner; website translation (German, French and Spanish); hosting security and email hosting.
8025	\$96,280	Direct Marketing, Leads, Online Marketing and Social Media: This budget line includes email marketing software; a Wyoming Tourism unlimited leads co-op; Search Engine Optimization (SEO); Generative Engine Optimization (GEO); paid social media; Wyoming Tourism sponsored content; banners on Wyoming Tourism; premium page sponsorship on Wyoming Tourism (Western Culture); Wyoming Tourism co-ops and National Park Trips leads.
8075	\$16,000	Regional and State Partnerships: This budget line includes the Wind River Visitors Council's podcast; the production of the Wind River Visitors Council's annual report; chamber memberships; and local and national partnerships and memberships.

8100	\$11,040	Community Planning and Training: This budget line includes sponsored content, display ads and sponsoring #Snapped on County 10.
8125	\$5,000	Photo and Video Library: This budget line includes new photo and video acquisition.
8150	\$29,000	Literature and Sticker Reprints: This budget line covers the cost of printing new Vacation Guides, State co-op stickers and Your Day, Your Adventure pocket cards.
8175	\$61,440	Press Relations/Events/Packages/Social Media: This budget line includes Wind River Country’s monthly event calendar, public relations, social media management, industry and consumer newsletters and Muckrack (a media database).
8200	\$27,000	FAM Tours / Press Trips: This budget line has increased based on rising costs.
8225	\$23,995	Print Ads: This budget line includes a full page ad in the Wyoming Official Travel Guide and a full page ad in the National Park Journal, Yellowstone.
8250	\$9,000	Literature Distribution: This budget line includes multi-state literature distribution, literature distribution in Teton County and a rack space in the Jackson Hole airport.
8275	\$500	Billboard in Shoshoni: This budget line covers the annual cost of the Wind River Country billboard in Shoshoni.
8300	\$5,500	Market Research and Analysis: Funds reserved for CoStar, which provides occupancy rates and other lodging industry data used to monitor tourism performance.
8325	\$8,000	Fulfillment Program (postage, packets): This budget line includes postage and handling of vacation packets.
8350	\$55,117	New Opportunities: This budget line supports new projects that are unknown at this time.
8375	\$5,000	Ambassador and Lodging Tax Education: This budget line is increasing to support ambassador outreach and lodging tax education efforts.
8400	\$75,000	Niche Marketing: This budget line includes support for the trek program through the Fremont County Museums. It also focuses on marketing campaigns for specific audiences. These campaigns include airport travelers, veterans, winter, rodeo/west, cultural explorers, sightseeing adventurers, active recreationalists, etc.
8425	\$5,000	Conference/Meeting Marketing: This budget line is for conference

		and meeting marketing.
8450	\$5,000	Group Tour Business: This budget line is for group tour marketing.
8475	\$35,000	Wind River Indian Reservation Interpretive Plan: This budget line supports projects on the Wind River Indian Reservation. Fiscal year 2026 to 2027's projects include powwow support, a Wind River Indian Reservation welcome video and marketing for Recompete projects.
8500	\$18,700	International Marketing Programs: This budget line supports a Great American West partnership program and Brand USA's international programs.
9000	\$30,000	Air Service Marketing: This budget line supports air service marketing through the FAST group. It is remaining the same based on this fiscal year's actual spendings.
9500	\$20,000	Board Discretionary Fund: This budget line is a discretionary fund to support projects, activities and/or initiatives that the Wind River Visitors Council Board of Directors deems fit.
DD	\$300,000	Destination Development Program: Established by the Wyoming Office of Tourism, this program provides funding and guidance to help communities strengthen tourism infrastructure, visitor experiences and destination readiness while supporting long-term economic sustainability.
Cash from prior year surplus	\$200,000	Cash From Prior Year Surplus: This cash carryover supports some large fiscal year 2026 to 2027 projects.

**Wind River Visitors Council (WRVC)
Fiscal Year 2026 to 2027 Budget Narrative**

Summary

The Wind River Visitors Council, a Destination Marketing Organization (DMO), is charged with the responsibility of investing lodging tax revenues to facilitate wider promotion and marketing of Fremont County and the Wind River Indian Reservation (branded as Wind River Country) as a tourist and visitor destination.

The Wind River Visitors Council’s mission is to stimulate tourism by increasing awareness of, and encouraging visitation to, the unique destinations, activities and events in Wind River Country.

Fiscal Year 2026 to 2027 Budget

The Wind River Visitors Council budget received its first reading on March 26, 2026, for the fiscal year beginning July 1, 2026 and ending June 30, 2027. The public budget hearing will take place during the WRVC Board meeting on May 28, 2026, at 10 a.m. at the Lander Library, 200 Amoretti Street, Lander.

Revenue

The Wind River Visitors Council uses the previous full fiscal year’s actual lodging tax revenue for its budget. The last full fiscal year was FY 2024 to 2025, which had a lodging tax revenue of \$1,061,268, which is the number that you’ll see in the budget.

In fiscal year 2026 to 2027 the Wind River Visitors Council will receive lodging tax revenue and a \$300,000 Destination Development Program grant.

Oversight

Because the Wind River Visitors Council’s revenue exceeded \$1,000,000 in fiscal year 2024 to 2025, the organization was required by state statute to have a CPA financial audit conducted. The financial audit was submitted to the Wyoming Department of Audit and the County Clerk’s office as public record.

Budgeted Income		Percent of Budget
Lodging Tax Collections, Interest Income and Destination Development Program Funds	\$1,365,123	100%

Budgeted Expenses	Cost	Percent of Budget
Professional Services	\$58,000	4.25%
Board Expenses	\$19,000	1.39%
Office and Services	\$54,600	4%

Wind River Visitors Council Staff	\$284,298	20.83%
Tourism Asset Development (TAD) Program	\$281,225	20.60%
Marketing Campaign	\$518,000	37.95%
Air Service Marketing (FAST)	\$30,000	2.20%
Board Discretionary Fund	\$20,000	1.47%
Destination Development Program	\$300,000	21.98%
TOTAL	\$1,565,123	114.65%
Cash From Prior Year Surplus	\$200,000	
Over/(Under) Expenditures	0	

Lodging Tax Vote

The two percent lodging tax was renewed in November 2022 with strong support, receiving 72 percent of the vote. It will appear on the ballot again in November 2026.

The five percent statewide lodging tax went into effect on January 1, 2021, and Fremont County started receiving two percent of that when Fremont County’s tax went up for renewal. The state lodging tax guarantees two percent lodging tax collections to Fremont County. The remaining two percent was on the 2022 ballot for public vote to bring the County’s collections to its four percent rate.

Tourism Asset Development (TAD) Program distributions for FY 2026/2027 will be:

Dubois 36.04%	7000	\$95,620
Lander 29.42%	7100	\$78,056
Riverton 34.54%	7200	\$91,640
Shoshoni-flat rate	7300	\$10,570
Hudson-flat rate	7400	\$5,338
Total TAD Program		\$281,225

Fremont County Lodging Tax Collections

(Source: Wyoming Department of Revenue)

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
July	\$68,977.20	\$88,147.68	\$87,331.20	\$57,078.97	\$128,851.47	\$121,114.01	\$149,196.33	\$153,777.75	\$131,568.25
August	\$97,863.24	\$132,820.79	\$116,138.02	\$103,524.40	\$166,881.99	\$159,201.31	\$141,275.66	\$145,592.64	\$162,521.65
September	\$136,510.43	\$121,074.32	\$110,570.80	\$119,039.14	\$141,012.80	\$131,327.68	\$141,487.84	\$161,718.51	\$143,271.99
October	\$135,684.13	\$92,822.73	\$131,303.72	\$96,609.43	\$104,610.46	\$161,539.35	\$173,406.62	\$190,436.85	\$212,472.36
November	\$60,656.37	\$74,941.32	\$62,477.23	\$55,640.27	\$127,396.06	\$66,529.20	\$62,740.43	\$67,751.20	\$57,505.10
December	\$19,345.61	\$19,015.36	\$39,919.44	\$41,054.05	\$42,669.91	\$42,757.39	\$35,378.38	\$42,773.77	\$67,563.64
January	\$35,059.29	\$20,424.06	\$34,534.93	\$30,150.89	\$39,330.21	\$42,626.27	\$51,443.45	\$49,424.70	\$57,799.73
February	\$35,103.14	\$35,548.75	\$32,238.55	\$35,123.06	\$40,338.62	\$46,395.65	\$31,916.64	\$50,426.86	\$58,175.84
March	\$32,397.61	\$29,958.44	\$36,985.04	\$37,491.44	\$44,848.47	\$41,104.69	\$41,225.46	\$35,153.24	\$48,878.66
April	\$37,741.83	\$34,868.18	\$32,041.45	\$45,623.20	\$57,967.09	\$55,490.21	\$53,218.64	\$59,241.68	
May	\$30,913.52	\$37,983.64	\$17,600.12	\$45,320.51	\$55,570.82	\$42,656.79	\$50,072.66	\$42,790.17	
June	\$37,353.76	\$47,084.25	\$29,190.44	\$62,844.46	\$67,132.87	\$68,395.46	\$62,672.01	\$62,180.41	
Total	\$727,606.13	\$734,689.52	\$730,330.94	\$729,499.82	\$1,016,610.77	\$979,138.01	\$994,034.12	\$1,061,267.78	\$939,757.22

Some Highlights from Fiscal Year 2025 to 2026 (so far)

In addition to marketing to local, state, national and international audiences, the Wind River Visitors Council continues to lead and support a wide range of projects that strengthen Wind River Country as a destination. Highlights from the current fiscal year (2025 to 2026) are listed below.

Wind River Country Heritage Quest: A Digital Discovery

The Wind River Visitors Council, in partnership with Fremont County Museums, launched Wind River Country Heritage Quest: A Digital Discovery on January 1. This app-based experience invites participants to explore 15 sites across Wind River Country through short audio stories centered on themes of liberty, equality, memory and belonging. Built on the TravelStorys platform, the project encourages exploration, engagement and connection to place, while supporting Fremont County’s participation in the United States’ 250th anniversary.

Website Rebuild

The Wind River Visitors Council is nearing completion of a full rebuild of the Wind River Country website, scheduled to launch during National Travel and Tourism Week. The redesigned platform features a modern, visually immersive experience, streamlined navigation and stronger storytelling. It also introduces enhanced AI-driven search visibility and an interactive itinerary-building tool, encouraging longer stays and deeper exploration throughout the region.

Community Cocktail and Mocktail Project

In partnership with Wyoming Whiskey and local venues, the Wind River Visitors Council launched a community cocktail and mocktail project celebrating the creativity and character of Wind River Country. Community members submitted paired recipes inspired by the region, with tasting and voting events taking place in Dubois, Lander and Riverton during National Travel and Tourism Week. The winning cocktail will be featured at the Wyoming Whiskey booth during Brewfest in Lander.

Wayfinding Signage Across Multiple Communities

The Wind River Visitors Council continues to oversee a multi-community wayfinding initiative funded through the Wyoming Office of Tourism’s Destination Development Program. Installation is now complete in Dubois, with Lander and Riverton nearing completion. The project has expanded to include Hudson and Shoshoni, where design work is complete and planning continues. Once finished, the system will create a cohesive and welcoming visitor experience across Wind River Country.

Your Day, Your Adventure Pocket Guides

New pocket guides were developed for Dubois, Lander and Riverton to help visitors easily plan one-hour, three-hour or full-day experiences. Designed for distribution at visitor centers, lodging properties and local businesses, these guides encourage deeper exploration of each community.

Resident Sentiment Survey

In partnership with the University of Wyoming, the Wind River Visitors Council completed a resident sentiment survey examining public perceptions of tourism. Results show strong support for tourism, with insights helping guide future destination management efforts to balance economic benefits with community priorities.

Destination Marketing Accreditation Program (DMAP)

The Wind River Visitors Council has begun the process of applying for the DMAP through Destinations International. This program represents the industry’s benchmark for organizational excellence and reflects a commitment to best practices in governance, transparency and stakeholder engagement.

Ongoing Podcast: Wyoming’s Wind River Country: Yellowstone’s Unique Neighbor

The Wind River Visitors Council continues to produce its monthly podcast, sharing stories that highlight the people, landscapes and experiences of Wind River Country. Episodes are released on the fourth Thursday of each month and explore topics ranging from outdoor recreation to local history and culture.

ORDINANCE 2025-13

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

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

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

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

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

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

SECTION 1:

TITLE 2

SALE, LICENSING AND USE OF ALCOHOLIC AND MALT BEVERAGES

Section

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

2.1.1 General – Adoption of State Alcohol Beverage Laws

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

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

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

2.1.2 Definitions

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

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

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

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

2.1.3 License and Application Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.4 Term, Renewal and Expiration of License

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

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

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

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

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

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

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

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

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

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

(i) Any other reason pursuant to state statute.

2.1.5 Fees

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

2.2.1 Mandatory Standards for the Sale and Possession of Alcoholic Beverages

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

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

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

D. Bottle clubs.

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

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

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

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

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

2.2.2 Plan Of Operation Required

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

(a) An operational statement describing the location and layout of the licensed building, licensed premises and/or dispensing area;

(b) Schedule of all days and hours of operation;

(c) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);

(d) Description of specific alcohol inventory management practices that are relevant to the license at issue;

(e) Description of specific crowd control and security practices that are relevant to the license at issue;

(f) Description of other information that is relevant and pertinent to the operation of the licensee's licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the city governing body at the time of renewal, transfer or issuance of the license;

(g) Description of delivery and/or curbside services if offered by the licensee;

(h) A bar and grill shall define the type of entertainment it intends to provide.

(i) Alcohol Server Training plan and schedule.

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

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

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

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

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

Type of Violation	Fine	Points
Failure to pay Sales Tax within 45 business days of Sales Tax Hold Notice	\$1000	14
Sale to minor	\$500	10
Sale to intoxicated person Sale to any patron who is obviously intoxicated or is obviously physically endangering people, or property in the licensed premises	\$500	10
Failure to notify law enforcement concerning removal of persons from the premises,	\$500	10
Unauthorized Alcohol Service (including but not limited to: failure to obtain appropriate permit, selling while suspended, or selling alcohol not purchased from wholesaler)	\$500 \$1000	3 30
Failure of bar and grill and restaurant liquor license holder to provide food service while dispensing alcoholic beverages in accordance with state statute	\$375	7
After-hours Sale/Service	\$250	5
Unauthorized gambling	\$250	5
Failure to maintain adequate records as mandated by state liquor division pertinent to gross revenue receipts required of	\$450 \$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
40-44 15-20 Points	Present a correction plan within 7 business days of notification
45-49 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