

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

Join Zoom Meeting

<https://us06web.zoom.us/j/84015746481?pwd=AKo5xG4mC7Owl2bhR5wpaq8DfA8qir.1>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING FISCAL YEAR 2024-2025 BUDGET AMENDMENT

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

4. PUBLIC HEARING ORDINANCE 2025-6 REPLACING ORDINANCES 842, 854, and 1015 and ESTABLISHING COMPREHENSIVE REGULATIONS FOR THE PUBLIC AND PRIVATE COMMUNITY FOREST IN LANDER

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

5. PUBLIC HEARING ORDINANCE 2025-7 AMENDING TITLE 12-CITY ADMINISTRATIVE PROVISIONS, SECTION 12-5-5, "COMPENSATION OF OFFICERS AND EMPLOYEES" OF THE LANDER MUNICIPAL CODE

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

6. PUBLIC HEARING ORDINANCE 2025-8 GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, LLC ON BEHALF OF ITSELF AND ITS AFFILIATES ("VISIONARY") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("SYSTEM") IN THE CITY OF LANDER, WYOMING

- [A.](#) Open hearing
- B. Introduce and read
- C. Public comment
- D. Close hearing

7. COMMUNICATION FROM THE FLOOR

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

- A. Public Comment

8. MAYOR AND COUNCIL UPDATES

9. STAFF REPORTS

10. CONSENT AGENDA

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

- [A.](#) Approve July 8, 2025, Regular City Council Meeting Minutes
- [B.](#) Approve July 14, 2025, Special Meeting Minutes
- [C.](#) Approve July 22, 2025, Work Session Minutes
- [D.](#) Approve Bills and Claims

11. UNFINISHED BUSINESS (ACTION ITEMS)

- [A.](#) Approve second reading of Ordinance 2025-5 Rezoning a Parcel on Smith Creek Road Being a 12.14 -Acre Tract of Land in the NE1/4 Of Section 20 T33N R99W from R-5 Multi-Family Residential District to an Agricultural District

12. NEW BUSINESS (ACTION ITEMS)

- A. Approve first reading of Ordinance 2025-6 Replacing Ordinances 842, 854, And 1015 and Establishing Comprehensive Regulations for the Public and Private Community Forest in Lander
- B. Approve first reading of Ordinance 2025-7 Amending Title 12-City Administrative Provisions, Section 12-5-5, "Compensation of Officers and Employees" of the Lander Municipal Code
- C. Approve first reading of Ordinance 2025-8 Granting A Franchise to Visionary Communications, LLC on Behalf of Itself and Its Affiliates ("Visionary") to Operate and Maintain a Telecommunications System ("System") In the City of Lander, Wyoming
- [D.](#) Approve Resolution 1364 to Amend the FY 2024-2025 Budget
- [E.](#) Approve Resolution 1365 Amending Resolution 1251 to Accommodate a Change in Project Description for the Transportation Alternatives Program from the Wyoming Department of

Transportation Alternatives Program for the Purposes of Updating the Construction Plans for the Baldwin Creek, South 9th Complete Streets Project Awarded as CD23513

- F. Approve Resolution 1366 Amending Job Descriptions for Assistant Public Works Director and Police Chief
- G. Authorize the Mayor to sign the County 10 Advertising Agreement
- H. Approve Representative and Fee Agreement between the City of Lander and Adam Phillips for legal representation in the pending Board of Adjustments appeal
- I. Award bid E0525 for two (2) 2026 AWD Dodge Durango Pursuit Vehicles to the low bidder Sheridan Motors in the amount of \$42,909 per vehicle, for a total amount of \$85,818.00 and authorize the Mayor to sign the Notice of Award and Purchase Agreement for the same.

13. EXECUTIVE SESSION W.S. 16-4-405 (a)(vii) Consideration of the purchase of real property.

14. NEW BUSINESS (ACTION ITEMS)

- A. Approve and authorize the Mayor to sign Real Estate Purchase Agreement for a 0.76-acre tract of land located in the SW1/4SW1/4 Section 8 T33N R99W.

15. ADJOURNMENT

Upcoming Council Meetings:

Special Meetings:

6:00 PM Tuesday, August 26, 2025, City Council Chambers

Regular Meetings:

6:00 PM Tuesday, August 26, 2025, City Council Chambers

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

6:00 PM Tuesday, October 14, 2025, City Council Chambers

6:00 PM Tuesday, November 11, 2025, City Council Chambers

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

Work Sessions:

6:00 PM Tuesday, September 23, 2025, City Council Chambers

6:00 PM Tuesday, October 28, 2025, City Council Chambers

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

6:00 PM Tuesday, December 23, 2025, City Council Chambers

All meetings are subject to cancellation or change.

PUBLIC NOTICE
Notice of FY 24-25 Budget Amendment Public Hearing
City of Lander

NOTICE OF PUBLIC HEARING ON PROPOSED BUDGET AMENDMENT
Notice is hereby given that the Lander City Council will hold a public hearing on August 12, 2025 during the Regular Council Meeting at 6:00 PM at the City Council Chambers, 240 Lincoln Street, Lander WY 82520, to consider a proposed amendment to the municipal budget for Fiscal Year 2024-2025.

The purpose of the amendment is to address changes in revenue and expenditures not anticipated during the initial budgeting process, including the following:

Fund 10 – General Fund

Revenue:	
Building Permits	\$25,000
LOR Grant	98,690
Interest	\$139,310
Total Revenue	\$ 263,000

Expenditures:	
Other General	50,000
Building Inspector	8,000
Police	20,000
Streets	20,000
Rodeo Grounds	30,000
Building Repair & Maintenance	80,000
Weed & Pest	20,000
Lander Golf Course	25,000
Cemetery	10,000
Total Expenditures	\$263,000

Resolution 1364 containing the proposed budget amendment is available for public inspection at 240 Lincoln Street during regular business hours or at landerwyoming.org.

All interested persons are encouraged to attend the hearing and provide comments. Written comments may be submitted in advance to the City Clerk at 240 Lincoln Street or rfontaine@landerwyoming.org.

Rachelle Fontaine
City Clerk

Publish Lander Journal
July 26, 2025 and August 2, 2025

RESOLUTION 1364

A RESOLUTION TO AMEND THE 2024-2025 BUDGET

WHEREAS, the City of Lander needs to amend the budget to adjust allocations within the current budget and accept unanticipated income and reduce anticipated income and expenses; and

WHEREAS, notice of public hearing on such amendment was published in the Lander Journal, a legal newspaper published and of general circulation in the County of Fremont, Lander, Wyoming, on July 26, 2025, and August 2, 2025; and

WHEREAS, the public hearing was held on such amendment at a time and place specified in said notice at which time all interested parties were given the opportunity to be heard on August 12, 2025.

Fund 10 – General Fund

Revenue:

Building Permits	\$25,000
LOR Grant	98,690
Interest	\$139,310

Total Revenue \$ 263,000

Expenditures:

Other General	50,000
Building Inspector	8,000
Police	20,000
Streets	20,000
Rodeo Grounds	30,000
Building Repair & Maintenance	80,000
Weed & Pest	20,000
Lander Golf Course	25,000
Cemetery	10,000

Total Expenditures \$263,000

PASSED, APPROVED AND ADOPTED the 12th day of August, 2025.

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 August 12, 2025, 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

ORDINANCE NO. 2025-6
AN ORDINANCE REPLACING ORDINANCES 842, 854, AND 1015, AND
ESTABLISHING COMPREHENSIVE REGULATIONS FOR THE PUBLIC AND
PRIVATE COMMUNITY FOREST IN LANDER, WYOMING

WHEREAS, the City of Lander recognizes that trees are a vital component of the urban environment, providing environmental, aesthetic, and economic benefits to the community; and

WHEREAS, the proper care, maintenance, and planning of trees on public and private lands enhances public health, safety, and welfare, while also contributing to the ecological integrity of the region; and

WHEREAS, the City established a Lander Urban Forest Council (Lander Urban Forest Council) to guide, oversee, and coordinate urban forestry policies and activities in a structured, consistent, and professional manner; and

WHEREAS, the City has previously enacted Ordinances 842, 854, and 1015 to establish policies and procedures for tree care and urban forestry within city limits; and

WHEREAS, it has become necessary to update and consolidate those ordinances to reflect current best practices, clarify roles and responsibilities, and provide for the establishment of a Lander Urban Forest Council to oversee and guide the City's urban forestry program; and

NOW THEREFORE, be it ordained by the Governing Body of the City of Lander, the State of Wyoming, as follows:

SECTION 1: CREATION AND ESTABLISHMENT OF A LANDER URBAN FOREST COUNCIL

There is hereby created and established a Lander Urban Forest Council for the City of Lander, Wyoming, consisting of five or seven members appointed by the Mayor and approved by the City Council. The Parks and Recreation Department Director and/or Chairman of the Parks and Recreation Commission may serve as a member of the Lander Urban Forest Council.

SECTION 2: DUTIES AND RESPONSIBILITIES

- a. It shall be the responsibility of the Lander Urban Forest Council to study, investigate, counsel, develop and/or update annually, and administer a written advisory plan for the care, preservation, trimming, planting, replanting, removal or disposition of Public Community Forest trees. The annual plan will identify hazard trees in the Public and Private Community Forest.
- a. This advisory plan will be presented annually to the City Council, and upon their acceptance and approval shall constitute the official comprehensive City tree plan for Lander, Wyoming.
- a. The Lander Urban Forest Council, when requested by the City Council, shall consider, investigate, make findings, report, and recommend upon any special matter or question coming within the scope of its work.
- a. The Lander Urban Forest Council may offer guidance to Lander property owners and share information on tree planting and care upon request, at its discretion.

SECTION 3: OPERATIONS

The Lander Urban Forest Council shall elect its own officers and establish bylaws, subject to City Council approval, while maintaining a record of its proceedings. The terms of board members shall be defined in the Council's bylaws. A majority of members shall constitute a quorum for conducting business.

SECTION 4: DEFINITIONS

- a. Public Community Forest: Public community forest is defined as all street and park trees and other trees owned by the City.
- a. Private Community Forest: Private community forest is defined as all trees within municipal boundaries, excluding public community forest trees.
- a. Community Forest Manager: The community forest manager is defined as the official (public employee) representative of the Lander Urban Forest Council and as such is responsible for administration of the community forestry program. The Lander Parks and Recreation Director, or another public employee designated by the Mayor, shall be the Community Forest Manager.

SECTION 5: TREE SIZES & SPECIES

The following tree size classifications shall apply in subsequent sections:

- a. Small tree: up to 25 feet projected height at maturity.
- b. Medium tree: 25 feet to 40 feet projected height at maturity.
- c. Large tree: over 40 feet projected height at maturity.

New planting of noxious weed species, as determined by the State of Wyoming and the Lander Urban Forest Council, shall be discouraged.

SECTION 6: STANDARDS AND SPECIFICATIONS FOR TREE PLANTING AND CARE

For both Public Community Forest and Private Community Forest:

- a. No tree shall be planted closer than 20 feet to any street corner, measured from the point of nearest intersecting curbs or curb lines.
- b. No tree shall be planted closer than 20 feet to any fireplug.
- c. No tree shall be planted near public rights-of-way, public easements, or alleys that will cause damage to public property once the tree reaches maturity or reduces sight distance for motorists. Such trees shall be directed for removal, or removed, by the City if it is impacting curb, gutters, sidewalks, visibility, rights-of-way, or easements.
- d. No person, other than city employees or their designees, shall plant, remove, cut above the ground, or disturb any Public Community Tree.
- e. It shall be unlawful as a normal practice for any person, firm or city department to top any Public Community Forest tree. Topping is defined as severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other obstructions where other pruning practices are impractical may be exempted from this ordinance at the determination of the Lander Urban Forest Council.

SECTION 7: DEAD, DISEASED, OR HAZARDOUS TREES ON PRIVATE PROPERTY

- a. The City shall provide guidance to private landowners on the proper removal of dead or diseased trees on private property when such trees pose a significant threat to life, property, or the health of other trees within the City. The City reserves the right to remove any diseased or hazardous tree within the Public or Private Community Forests. Hazardous trees are defined as those with severe structural defects, splits, dead or damaged parts. Additionally, boughs, branches, and hedges must not obstruct visibility of, or overhang, public rights-of-way or easements in accordance with Lander Municipal Code section 11-9-6 Pruning: Corner Clearance.
- b. The City will notify property owners in writing about the hazardous tree or overhanging boughs, branches, and hedges and issue an order for removal. The responsibility for pruning or removal lies with the property owner and must be completed within the timeframe set by the City.
- c. Property owners may appeal the City's order in writing to the Board of Appeals within ten days of issuance. The Board will schedule a hearing within ten days of receiving the appeal and notify the owner of the date and time. The hearing will be conducted in accordance with the Wyoming Administrative Procedures Act. Unless the order is revoked or modified, it will remain in effect and must be followed by the property owner.

- d. If the property owner fails to comply within thirty days of the final order, the City will issue a citation and fine as outlined in the City Fee Schedule. Continued noncompliance may result in the City removing or destroying the hazardous tree, shrub, overhanging bough, or hedge, with all costs assessed to the property owner.
- e. These provisions do not apply in emergencies, which the City will determine as conditions that present an immediate safety or health hazard to the public.

SECTION 8: ARBORIST LICENSE AND BOND

It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing Public Community Forest or Private Community Forest within the City, without first applying for and procuring a City of Lander Arborist license. Prior to obtaining a license, they must show certification from the International Society of Arboriculture. Proof of such certification shall be filed with the City. Existing license holders without ISA certification must show proof of certification upon the next renewal. Unlicensed people may work for a company that has a licensed person on staff or in the company. Arborists shall adhere to ANSI A300 COMMON PRUNING PERFORMANCE STANDARDS and refrain from unsound trimming practices, such as stubbing or topping trees. Unsound practices are subject to review by the Lander Urban Forest Council and the Community Forest Manager.

The license fee shall be assessed annually in accordance with the City of Lander Fee Schedule and must be paid in advance. However, no license shall be required for public service companies or City employees performing such work as part of their official public service duties. Prior to the issuance of any license, each applicant must provide evidence of liability insurance coverage with minimum limits of \$500,000.00 for bodily injury and \$1,000,000.00 for property damage. Such insurance must explicitly indemnify and hold harmless the City of Lander from any claims, losses, or damages arising from the applicant's activities conducted under this license.

Arborists and/or private property owners must apply for and receive a street closure permit from the City of Lander for any pruning, treating, or removing of Private and Public Community Forests that occurs on or impacts City of Lander property, public rights-of-way, and public easements.

SECTION 9: CONFLICT WITH OTHER ORDINANCES

In the event anything contained in this Ordinance ____ is at variance or conflict with any other City ordinance in effect at the time of the passage of this ordinance, and particularly the City's zoning ordinances, then this ordinance shall be deemed subservient thereto, and the other ordinance or ordinances shall control.

SECTION 10: This Ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander and shall specifically supersede and replace ORDINANCES 842, 854, AND 1015.

SECTION 11: 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.

PUBLIC HEARING

PASSED ON FIRST READING

PASSED ON SECOND READING

PASSED ON THIRD READING

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

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

CERTIFICATE

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

Rachelle Fontaine, City Clerk

**CITY OF LANDER NOTICE OF PUBLIC HEARING
ORDINANCE 2025-6**

Notice is hereby given that a public hearing will be held to receive comments on Ordinance No. 2025-6 Replacing Ordinances 842, 854, And 1015, And E-stablishing Comprehensive Regulations for the Public and Private Community Forest in Lander, Wyoming on August 12, 2025, at during the Regular City Council Meeting 6:00 p.m. in the Council Chambers, City Hall, 240 Lincoln Street, Lander, Wyoming.

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

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

Rachelle Fontaine,
City Clerk

Publish, Lander Journal, July 26, 2025 and August 2, 2025

**CITY OF LANDER NOTICE OF PUBLIC HEARING
PROPOSED AMENDMENT TO TITLE 12 OF THE LANDER MUNICIPAL CODE**

Notice is hereby given that a public hearing will be held to receive comments on Ordinance 2025-7 and the proposed amendments to the Lander Municipal Code, Title 12 – City Administrative Provisions, Section 12-5-5, “Compensation of Officers and Employees.” on August 12, 2025, at 6:00 p.m. in the Council Chambers, City Hall, 240 Lincoln Street, Lander, Wyoming. The proposed amendment/addition contained in Ordinance 2025-7 Amending Title 12 – City Administrative Provisions, Section 12-5-5, “Compensation of Officers and Employees” is as follows:

12-2-5. Compensation of Officers and Employees. -

- (a) The Mayor’s annual salary is \$21,000 a year. The Mayor is also eligible for health insurance coverage as defined in the City of Lander ~~Personnel Rules~~ ***Policy and Procedure Manual*** and Managerial Guidelines
- (b) Each Council Member shall receive \$75.00 for actual attendance at each regular or special meeting of the City Council and at each meeting of committees that the Council Member shall attend ***as a liaison***. Each Council Member is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines.
- (c) The salaries of all other officers and employees shall be as shown on a ~~step-grade salary structure table~~ ***scale*** as filed with the City Clerk.
- (d) Compensation for each Fireman for regular and special meetings each fireman attends shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander. The yearly salary of each officer of the Lander Volunteer Fire Department shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander.
- (e) ***Any elected or appointed officers who are entitled to receive a salary or compensation under this section may elect not to receive all or a portion of the salary or compensation at any time during their term in accordance with Wyoming Statute §15-2-103 as it may be amended.***

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

A full copy of **Ordinance 2025-7** is available for review at City Hall or online at **www.landerwyoming.org**.

Rachelle Fontaine,
City Clerk

Publish, Lander Journal, July 26, 2025 and August 2, 2025

ORDINANCE 2025 - 7

AN ORDINANCE AMENDING TITLE 12 – CITY ADMINISTRATIVE PROVISIONS, SECTION 12-5-5, “COMPENSATION OF OFFICERS AND EMPLOYEES” OF THE LANDER MUNICIPAL CODE

WHEREAS the governing body of the City of Lander previously adopted Ordinance 1206, which included Section 12-5-5 “Compensation of Officers and Employees”;

WHEREAS Wyoming State Statute §15-2-103 was amended to allow any elected or appointed officers who are entitled to receive a salary or compensation under §15-2-103 to elect not to receive all or a portion of the salary or compensation at any time during their term.

WHEREAS the governing body of the City of Lander finds it in the best interest of the City to amend Section 12-5-5 accordingly, to allow any elected or appointed officer the option to waive all or part of their compensation during their term of service and to clarify existing language.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Lander, Wyoming:

SECTION 1: Section 12-5-5 of the Lander Municipal Code is hereby amended to read as follows:

12-2-5. Compensation of Officers and Employees. -

- (a) The Mayor’s annual salary is \$21,000 a year. The Mayor is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines
- (b) Each Council Member shall receive \$75.00 for actual attendance at each regular or special meeting of the City Council and at each meeting of committees that the Council Member shall attend **as a liaison**. Each Council Member is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines.
- (c) The salaries of all other officers and employees shall be as shown on a **step-grade salary structure table scale** as filed with the City Clerk.
- (d) Compensation for each Fireman for regular and special meetings each fireman attends shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander. The yearly salary of each officer of the Lander Volunteer Fire Department shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander.
- (e) **Any elected or appointed officers who are entitled to receive a salary or compensation under this section may elect not to receive all or a portion of the salary or compensation at any time during their term in accordance with Wyoming Statute §15-2-103 as it may be amended.**

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.

PUBLIC HEARING AUGUST 12, 2025

PASSED ON FIRST READING AUGUST 12, 2025

PASSED ON SECOND READING SEPETMBER 9, 2025

PASSED ON THIRD READING OCTOBER 14, 2025

PASSED, ADOPTED, AND APPROVED by the Mayor and City Council on the 14th day of October 14, 2025.

	AYE	NAY	ABSENT	ABSTAIN
Missy White	_____	_____	_____	_____
Dan Hahn	_____	_____	_____	_____
John Larsen	_____	_____	_____	_____
Josh Hahn	_____	_____	_____	_____
Julia Stuble	_____	_____	_____	_____
Melinda Cox	_____	_____	_____	_____
Monte Richardson	_____	_____	_____	_____

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on October 14, 2025, following passage, adoption and approval of Ordinance 2025-7, 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 October 18, 2025.

Rachelle Fontaine, City Clerk

**CITY OF LANDER - PUBLIC HEARING – ORDINANCE 2025-8
VISIONARY COMMUNICATIONS, LLC FRANCHISE AGREEMENT**

**AN ORDINANCE GRANTING A FRANCHISE TO VISIONARY
COMMUNICATIONS, LLC ON BEHALF OF ITSELF AND ITS AFFILIATES
("VISIONARY") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS
SYSTEM ("SYSTEM") IN THE CITY OF LANDER, WYOMING**

You are hereby notified that an opportunity will be given for you to give comment for or against the Franchise Agreement granting Visionary Communications, LLC , the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its, wires, conduits, conductors, cables and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, roadways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City ("Right-of-Way" or "Rights-of-Way"), for the purpose of providing telecommunications services to the City's inhabitants (hereinafter "Franchise"). The Franchise area is defined as the area within the legal boundaries of the City.

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

A copy of the proposed ordinance is available at the office of the City Clerk, 240 Lincoln St, Lander WY 82520, and on the City of Lander's website in the News section of the home page: <https://www.landerwyoming.org>.

Written comments should be received by 5:00 pm, August 8, 2025. Written comments will be accepted by email to Lance Hopkin lhopkin@landerwyoming.org or by written comment to the address above.

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

Rachelle Fontaine
City Clerk

Published Lander Journal July 26, 2025 and August 2, 2025.

ORDINANCE 2025-8

VISIONARY COMMUNICATIONS, LLC FRANCHISE AGREEMENT

AN ORDINANCE GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, LLC ON BEHALF OF ITSELF AND ITS AFFILIATES (“VISIONARY”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“SYSTEM”) IN THE CITY OF LANDER, WYOMING

The City hereby ordains that it is in the public interest to grant Visionary a Franchise to operate a System pursuant to the terms and conditions contained herein.

FINDINGS

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

Visionary’s technical ability, financial condition, legal qualifications, and character were considered in a full public proceeding after due notice and a reasonable opportunity to be heard on August 12, 2025;

Visionary’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and

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

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

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

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

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

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

Section 6) Remittance of Franchise Fee.

6.1 Correction of Franchise Fee Payments. Pursuant to the authority granted to municipalities to regulate and grant franchises under Wyo. Stat. Ann. Section 15-1-103 (a)(xxxiii) and in the interest of fiscal accountability, the following procedures shall apply. In the event that either the City or Visionary discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. If the party receiving the notice does not agree with the written notice of error, that party may challenge the written notice in writing within thirty (30) days; otherwise, the error shall be corrected and adjustments applied in the next quarterly payment following discovery. If the error results in an overpayment of the Franchise Fee to the City in excess of Five Thousand Dollars (\$5,000.00), credit for the overpayment shall be applied to the successive quarterly payments. If such period would extend beyond the term of this Franchise, Visionary may elect to require the City to refund the overpayment, with such refund amortized over the same period the error went undiscovered -- even if payments occur after termination date of this Franchise. All underpayments of the Franchise Fee shall be corrected in the next quarterly payment following discovery, together with interest computed at the rate established by the Wyoming Public Service Commission for customer security deposits from the date the amount was due until the date paid. In no event shall either party be obligated to correct, refund or recover any underpayment or overpayment which occurred more than five (5) years before the discovery of the error.

6.2 Audit of Franchise Fee Payments.

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

with applicable law. The Franchise Fee is separate and apart from permit fees and any amounts collected for taxes or surcharges paid to federal, state, or local governments.

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

Section 7) Records Inspection. Visionary shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such records and information as are reasonably necessary to enforce the terms of this Ordinance, and in such form and at such times as Visionary can reasonably provide. Subject to applicable laws, including the Wyoming Public Records Act (Wyo. Stat. Ann. Sections 16-4-201 through 16-4-205), any records or information designated by Visionary as proprietary or confidential and provided to the City for in-camera review shall be treated as confidential and shall not be disclosed publicly or used for any purpose other than verifying compliance with this Ordinance. Any such records provided to the City shall be promptly returned to Visionary following review, and the City shall not retain or reproduce any copies, except as may be reasonably necessary for recordkeeping by the City Clerk or legal counsel and only if such materials are protected under applicable confidentiality requirements. If a request is made under the Public Records Act for disclosure of Visionary’s confidential information, the City shall promptly notify Visionary in writing, so that Visionary may seek protective relief or other appropriate remedies. Unless and until a court of competent jurisdiction determines that such records must be disclosed under law, the City shall maintain their confidentiality. The City agrees to disclose confidential information only to those of its employees, representatives, legal counsel, or agents who have a legitimate need to know such information for purposes of enforcing the Franchise and who are under a legal obligation to preserve its confidentiality. Nothing in this section shall prevent the City from complying with a final court order requiring disclosure of records under the Wyoming Public Records Act or other applicable law.

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

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

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

Section 11) Insurance Requirements.

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

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

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

11.3 City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Visionary shall provide a copy of an endorsement providing this coverage.

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

Section 12) Maps and Installation of Visionary's Facilities.

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

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

12.3. Visionary shall, prior to commencing new construction (which involves disturbance of the Right-of-Way) or major reconstruction work in public Right-of-Way or other public places, apply for a permit from the City at Visionary's expense, which permit shall not be unreasonably withheld, conditioned or delayed. Visionary will abide by all applicable ordinances and reasonable rules, regulations and requirements of the

City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Visionary shall not be obligated to obtain a permit beforehand to perform emergency repairs to its Facilities but shall be required to contact the City prior to making any such repairs or reasonably soon thereafter following any need to restore Visionary's services. Permits shall not be required for routine maintenance or repair; however, permits shall be pulled after completion of emergency repairs so that the City will have a record of such work. All contractors and subcontractors of Visionary shall also be required to pull permits at their expense, as provided above, except for routine maintenance or repairs.

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

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

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

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

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

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

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

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

Section 13) Relocation of Facilities.

13.1 Relocation for the City. The City agrees to provide Visionary with as much advance written notice of any requirement for the City to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove Visionary's Facilities for a public purpose. Weather permitting, Visionary shall, upon receipt of advance written notice of not less than ninety (90) days or such reasonable period of time that the Parties may agree, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Visionary property located in the Rights-of-Way when required by the City consistent with its police powers.

Visionary shall be responsible for any costs associated with these obligations to the extent required under applicable federal, state or local law.

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

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

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

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

Section 16) Revocation of Franchise for Non-Compliance.

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

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

16.3 In the event that Visionary does not comply with subsection 16.2, above, the City shall schedule a public hearing to address the asserted non-compliance issue. The City shall provide Visionary at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

16.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 16.3, determines that Visionary is non-compliant with this Ordinance, the City may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages; or

- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 16.5, below.

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

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

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

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

Section 20) Force Majeure. Neither party shall be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by epidemics, pandemics, acts of terrorism, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or fiber cut or other damage or event that is reasonably beyond that party's ability to anticipate or control. This section also covers work delays caused by waiting for utility providers to service or monitor their utility poles on which Visionary's Facilities or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 21) Change of Law. Pursuant to the City’s authority under Wyo. Stat. Ann. Section 15-1-103(a)(xxxiii) and in recognition of the regulatory framework established by the Wyoming Telecommunications Act (Wyo. Stat. Ann. Section 37-15-101 et seq.), the parties acknowledge that this Franchise is subject to federal, state and local legal requirements. If, after the effective date of this Ordinance, there is any enactment or promulgation of a federal or state law, regulation, or administrative order, or a decision by a court of competent jurisdiction, that significantly affects the rights or obligations of Visionary or the City under this Ordinance or that materially impacts any provision hereof, including but not limited to the imposition, calculation, collection or treatment of Franchise Fees, either party may provide written notice to the other of its intent to request that the affected portion(s) of this Ordinance be amended or supplemented by addendum. Upon such notice, the parties shall enter into good-faith negotiations within sixty (60) days and shall make reasonable efforts to conclude such negotiations within thirty (30) days thereafter. Any mutually agreed amendment or addendum shall become effective upon adoption by the City Council and formal acceptance by Visionary. If the parties are unable to reach agreement within the timeframes stated above, either party may initiate legal action before a court of competent jurisdiction to conform the affected provisions of this Franchise to the new legal requirements, consistent with applicable law.

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

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

Visionary Communications, LLC
1001 S Douglas Hwy, Suite 201
Gillette WY 82716
Attn: Regulatory Department

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

Section 24) No Third Party Beneficiaries. This Franchise is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any other third party or entity.

Section 25) Headings. The headings of the sections and subsections are inserted for convenience of reference only and shall not affect the interpretation or meaning of the text herein.

Section 26) Severability. If any section, subsection, paragraph or sentence hereof is for any reason determined to be illegal, invalid, or unenforceable by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, subsection, paragraph or sentence hereof, all of which will remain in full force and effect for the Term of the Franchise and any renewal or renewals thereof.

Section 27) Venue. Venue for any judicial dispute between the parties shall be in State Court in Lander, Wyoming or the United States District Court for the District of Wyoming in Lander.

Section 28) Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 29) Effective Date. This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Lander.

APPROVED on 1st Reading this ____ day of _____, 2025

APPROVED on 2nd Reading this ____ day of _____, 2025

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

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

THE CITY OF LANDER
A Municipal Corporation

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

Visionary Communications, LLC
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

APPENDIX A

CALCULATION OF FRANCHISE FEE

Retail local exchange telecommunications services provided by Visionary to Visionary's customers within the City are subject to the Franchise fee outlined in this Franchise.

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

The following is a listing of revenue categories not representing the retail sale of local access services and, therefore, are excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

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

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, July 08, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, and Mayor White. COUNCIL MEMBERS ABSENT: John Larsen and Chad Cassidy. Declaration of a quorum. STAFF PRESENT: Interim Police Chief Kelly Waugh, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** Motion to approve made by Council Member Cox and seconded by Council Member Stuble. Council Members voting Yea: D Hahn, Cox, Stuble, and J Hahn. Motion passed.
3. **PUBLIC HEARING** Z 25.01, Rezoning Leafgreen property from R-5 to Agriculture

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

B. Assistant Mayor Rajean Strube Fossen read the proposed ordinance into the record.

C. Public comment. No Public Comment.

Council discussed rezoning a 12.14-acre tract of land from R-5 multifamily residential to an agricultural district. Jeff Leafgreen, the property owner, explained his intention to sell the land to a nursery owner who plans to grow trees for resale. Council Members discussed the potential for residential development in the area, which is a high need, and the associated infrastructure costs.

D. Mayor White closed the hearing at 6:10 PM.
4. **COMMUNICATION FROM THE FLOOR** Public Comment

None.
5. **MAYOR AND COUNCIL UPDATES**

Council Member Dan Hahn commented that the 4th of July parade and rodeo were great. The weather and rain helped cool things down.

Council Member Cox provided an update on LEDA, the Chamber and Brewfest.

Council Member Stuble expressed gratitude for the first responders and volunteers on the 4th of July and condolences to the family of Clyde Winchester.

Council Member Josh Hahn spoke about the parade. He expressed safety concerns with children running into the street and concerns about crowd control during the parade, suggesting a need for better organization to prevent accidents.

Mayor White also expressed appreciation for the 4th of July volunteers. She announced that International Climbers Festival and the Tour de Wyoming are coming to Lander. Both have permission to camp on the west side of City Park. She discussed water access limitations due to the McFarland Drive project, and the need to review previous council strategic plans before adopting the new one.
6. **STAFF REPORTS**

Interim Chief Waugh reported a significant decrease in calls for service and traffic crashes compared to the previous year, attributing it to the multi-jurisdictional DUI team's efforts. He also expressed concerns about crowd control during the parade, suggesting that making it illegal to throw candy from floats and using candy throwers could enhance safety. The Council discussed the need to engage with parade organizers, such as LOTRA and Maggie Appleby, to implement these changes and ensure the event's safety.

Assistant Mayor Strube Fossen provided updates on several construction projects in Lander, including the Lincoln Street closure, Gannett Peak sidewalks, and the Bishop Randall project. She also discussed the flood mitigation project, which is still in the planning stages and facing delays due to the Army Corps of Engineers' schedule. The project's cost has significantly increased, with estimates now ranging from \$16-20 million, and the City is seeking additional funding. Council and staff discussed concerns that the City cannot influence or affect the Army Corps of Engineer’s timeline.

City Clerk Fontaine commented that Council Member Cassady inquired about waiving meeting compensation. An ordinance change allowing this will be presented to the Council for consideration.

7. CONSENT AGENDA

- A. Approve June 10, 2025, Regular City Council Minutes
- B. Approve June 24, 2025, Work Session Minutes
- C. Approve Bills and Claims

BLACK HILLS ENERGY GAS 6661.91,COMMUNITY CENTER REFUNDS REFUNDS 500,COMMUNITY CENTER REFUNDS REFUNDS 500,WATER REFUNDS WATER REFUNDS 115.21,WATER REFUNDS WATER REFUNDS 16.02,ROCKY MOUNTAIN POWER ELECTRICITY 24511.62,CITY SERVICE VALCON FUEL 19894.78,QUADIENT INC SUPPLIES 525.13,BLACK HILLS ENERGY GAS 2729.19,MASTERCARD VEHICLE REPAIR 218.55,MASTERCARD SUPPLIES/TOOLS & EQUIP 164.24,MASTERCARD OPERATIONS AND MAINTENANCE 129,MASTERCARD LIGHTS AND ELECTRICAL 170.86,MASTERCARD OFFICE EQUIP SUPPLIES & MAINT 197.65,MASTERCARD OPERATIONS AND MAINTENANCE 86.45,MASTERCARD VEHICLE REPAIR 56.64,MASTERCARD UNIFORMS 173.95,MASTERCARD TURF & GROUNDS MAINTENANCE 51.27,MASTERCARD TURF & GROUNDS MAINTENANCE 80.96,MASTERCARD SUPPLIES - 216.89,MASTERCARD HOUSEKEEPING SUPPLIES 390.45,MASTERCARD OPERATIONS AND MAINTENANCE 5.98,MASTERCARD ADVERTISING 1372.25,MASTERCARD VEHICLE REPAIR 207.9,MASTERCARD WW LAB/TESTING 345,MASTERCARD TELEPHONE 1121.6,MASTERCARD OPERATIONS AND MAINTENANCE 287.7,MASTERCARD TRASH COLLECTION 2292.07,MASTERCARD VEHICLE REPAIR 56.58,MASTERCARD VEHICLE REPAIR 58.02,MASTERCARD COMMUNITY PROGRAMS 26.97,MASTERCARD VEHICLE REPAIR 126.86,MASTERCARD TELEPHONE 1039.98,MASTERCARD SUPPLIES 40,MASTERCARD OPERATIONS AND MAINTENANCE 62.69,MASTERCARD OPERATIONS AND MAINTENANCE 186.59,MASTERCARD TELEPHONE & INTERNET 959.46,MASTERCARD COMMUNITY PROGRAMS 168.84,MASTERCARD TUITION & REGISTRATION 260,MASTERCARD OPERATIONS AND MAINTENANCE 7.07,MASTERCARD TURF & GROUNDS MAINTENANCE 543.13,MASTERCARD WAM CONVENTION EXPENSES 260,MASTERCARD VEHICLE REPAIR 144.84,MASTERCARD WATER SAMPLES TESTING 125,MASTERCARD BLDG GROUNDS MAINTENANCE 534,MASTERCARD BLDG GROUNDS MAINTENANCE 58.13,MASTERCARD VEHICLE REPAIR 93.99,MASTERCARD SUPPLIES 17.9,MASTERCARD TUITION & REGISTRATION 200,MASTERCARD OPERATIONS AND MAINTENANCE 20.32,MASTERCARD EMPLOYEE BENEFIT 16.71,MASTERCARD SUPPLIES 83.99,MASTERCARD SHOP SUPPLIES 48.95,MASTERCARD SUPPLIES 24.8,MASTERCARD REC. EQUIPMENT 17.99,MASTERCARD OPERATION/ MAINTENANCE STREETS 7.48,MASTERCARD REC. EQUIPMENT 101.45,MASTERCARD DUES-CONFERENCE & TRAVEL 260,MASTERCARD WW-OPERATIONS & MAINTENANCE 11.69,MASTERCARD SUPPLIES 600,MASTERCARD VEHICLE REPAIR 27.45,MASTERCARD BUILDING MAINTENANCE 6.83,MASTERCARD TUITION & REGISTRATION 295,MASTERCARD TURF & GROUNDS MAINTENANCE 1227.73,MASTERCARD VEHICLE REPAIR 49.2,MASTERCARD VEHICLE REPAIR 278.11,MASTERCARD REC. EQUIPMENT 174.1,MASTERCARD TOWING 285.5,MASTERCARD TOWING 310,MASTERCARD OPERATIONS AND MAINTENANCE 130.6,MASTERCARD OPERATIONS AND MAINTENANCE 311.92,MASTERCARD VEHICLE REPAIR 205,MASTERCARD SUPPLIES 6826.42,MASTERCARD SUPPLIES 20,MASTERCARD OPERATIONS AND MAINTENANCE 8.47,MASTERCARD WATER SAMPLES TESTING 110,MASTERCARD BLDG GROUNDS MAINTENANCE 22.6,MASTERCARD OPERATIONS AND MAINTENANCE 55.7,MASTERCARD TELEPHONE & INTERNET 1656.31,MASTERCARD TELEPHONE 899,MASTERCARD VEHICLE REPAIR 124.91,MASTERCARD BLDG GROUNDS MAINTENANCE 5,MASTERCARD INVESTIGATIVE FUNDS 270,MASTERCARD OPERATIONS AND MAINTENANCE 63.85,MASTERCARD PROFESSIONALS 249,MASTERCARD SUPPLIES 293.97,MASTERCARD SUPPLIES 255.47,MASTERCARD OPERATIONS AND MAINTENANCE 399.58,MASTERCARD VEHICLE REPAIR 21.78,MASTERCARD OPERATIONS AND MAINTENANCE 98.98,MASTERCARD REC. EQUIPMENT 96.47,MASTERCARD SUPPLIES 149,MASTERCARD WATER SAMPLES TESTING 15,MASTERCARD VEHICLE REPAIR 23.39,MASTERCARD SUPPLIES 23.89,MASTERCARD OPERATIONS AND MAINTENANCE 34.19,MASTERCARD OPERATIONS AND MAINTENANCE 274.4,MASTERCARD OPERATIONS AND MAINTENANCE 23.99,MASTERCARD OPERATIONS AND MAINTENANCE 55.99,MASTERCARD OPERATIONS AND MAINTENANCE 433.92,MASTERCARD TURF & GROUNDS MAINTENANCE 100.67,MASTERCARD BUILDING MAINTENANCE 42.82,MASTERCARD OPERATIONS AND MAINTENANCE 113.35,MASTERCARD OPERATIONS AND MAINTENANCE 16.19,MASTERCARD OPERATIONS AND MAINTENANCE 75.44,MASTERCARD TELEPHONE & INTERNET 2157.98,MASTERCARD SUPPLIES 80,MASTERCARD SUPPLIES 705.24,MASTERCARD SUPPLIES/CHEMICALS 7.18,MASTERCARD VEHICLE REPAIR 48.74,MASTERCARD WW LAB/TESTING 162.4,MASTERCARD SUPPLIES/TOOLS & EQUIP 26.23,MASTERCARD VEHICLE REPAIR 66.08,MASTERCARD OPERATIONS AND MAINTENANCE 122.91,MASTERCARD SUPPLIES/CHEMICALS 179.99,MASTERCARD WW LAB/TESTING 270,MASTERCARD BUILDING MAINTENANCE 478.41,MASTERCARD SUPPLIES 12.99,MASTERCARD SUPPLIES/TOOLS & EQUIP 30.98,MASTERCARD WW-OPERATIONS & MAINTENANCE 66.48,MASTERCARD OPERATIONS AND MAINTENANCE 33.7,MASTERCARD OPERATIONS AND MAINTENANCE 61.6,MASTERCARD SUPPLIES 120.64,MASTERCARD SUPPLIES 220.83,MASTERCARD VEHICLE REPAIR 159.8,MASTERCARD PROF AND CONSULTING 23.99,MASTERCARD VEHICLE REPAIR 130.18,MASTERCARD WW LAB/TESTING 161.61,MASTERCARD OPERATIONS AND MAINTENANCE 107.96,MASTERCARD WW LAB/TESTING 290,MASTERCARD TRAVEL 131.5,MASTERCARD WATER UTILITY BILLING 699.21,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD SUPPLIES 75.34,MASTERCARD SUPPLIES 31.55,MASTERCARD WW LAB/TESTING 163.11,MASTERCARD SUPPLIES 7.99,MASTERCARD EMPLOYEE BENEFIT 203.89,MASTERCARD OPERATIONS AND MAINTENANCE 56.08,MASTERCARD SHOP SUPPLIES 51.98,MASTERCARD REC. EQUIPMENT 106.44,MASTERCARD TRAVEL 30.45,MISC ONE TIME VENDOR INVESTIGATIVE FUNDS 130,MISC ONE TIME VENDOR INVESTIGATIVE FUNDS 140,HIGH

COUNTRY CONSTRUCTION LINCOLN ST PROJECT 461905.64,STATE OF WYOMING - ATTORNEY GENERAL SUPPLIES 156.71
CONSTRUCTION CO OPERATION/ MAINTENANCE STREETS 2695.71 CONSTRUCTION CO OPERATIONS AND MAINTENANCE
16664.93,7220 CONSULTING PROF AND CONSULTING 431.15,ALEXANDER EXCAVATION INFRASTRUCTURE
(WATER/SEWER) 169914.37,ALSCO LINENS 249.22,ALSCO LINENS 478.84,ALSCO SUPPLIES 36.05,ALSCO LINENS
123.43,ALSCO SUPPLIES 37.17,ALSCO LINENS 263.38,ARDURRA GROUP INC JEFFERSON STREET REHAB 14485,ARDURRA
GROUP INC TAXIWAY 3781.25,ARDURRA GROUP INC PROJECT COSTS 14485,BADGER METER INC METER REPLACEMENT
327.1,BILL JONES PLUMBING & HEAT OPERATIONS AND MAINTENANCE 110,BOBCAT OF THE BIG HORN BASIN INC
VEHICLE REPAIR 356.66,CITY PLUMBING & HEATING COMMUNITY PROGRAMS 1022.26,CREATIVE ENERGIES, LLC
COMMUNITY PROGRAMS 2000,DOOLEY ENTERPRISES, INC WEAPONS AND TACTICAL SUPPLIES 6913.74,DOWL
JEFFERSON STREET REHAB 3936.17,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 650,ELLIS CONCRETE INC
COMMUNITY PROGRAMS 7726.75,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 531.28,FERGUSON
ENTERPRISES INC OPERATIONS AND MAINTENANCE 144.84,FLEX SHARE BENEFITS FLEX SHARE FEES 263.05,FREMONT CO
SOLID WASTE DISPOS COMMUNITY PROGRAMS 2000,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION
38.6,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 16.2,FREMONT CO SOLID WASTE DISPOS TRASH
COLLECTION 20.2,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 29,FREMONT COUNTY TREASURER PRISONER
CARE 8855,FREMONT ELECTRIC OPERATION/ MAINTENANCE STREETS 385,FREMONT ELECTRIC OPERATION/
MAINTENANCE STREETS 940,FREMONT MOTOR COMPANY VEHICLE REPAIR 354.4,FRONTIER PROPERTY MAINTENANCE
COMMUNITY CENTER MAINTENANCE 925,HDR ENGINEERING INC OPERATIONS AND MAINTENANCE 2073.75,HDR
ENGINEERING INC PROF AND CONSULTING 9734.82,HDR ENGINEERING INC STORAGE TANK REPLACEMENT
14898.53,HOMETOWN OIL VEHICLE REPAIR 799,HUFF SANITATION BLDG GROUNDS MAINTENANCE 125,INQUIREHIRE
EMPLOYEE SCREENING 128.4,JOE JOHNSON EQUIPMENT VEHICLE REPAIR 1302.27,JOE JOHNSON EQUIPMENT VEHICLE
REPAIR 500,JOE JOHNSON EQUIPMENT VEHICLE REPAIR 188,KLEEN PIPE LLC VIDEO & CLEANING 10965.26,L N CURTIS &
SONS SUPPLIES 333.09,LANDER FREE MEDICAL ECONOMIC DEVELP PROJECTS 2841.96,LANDER ONE SHOT CLUB DUES
140,LANDER RECYCLE LLC SUPPLIES 240,LANDER RECYCLE LLC SUPPLIES 300,LANDER SENIOR CITIZENS CENTER BUILDING
MAINTENANCE 4980.5,LITTLE GREEN TRUCK ECONOMIC DEVELP PROJECTS 6034.94,METRON FARNIER METER
REPLACEMENT 158941.65,MPK&D LLC PROF AND CONSULTING 810,NORCO INC SHOP SUPPLIES 102.92,OFFICE SHOP,
INC. FUND EQUIPMENT REPLACEMENT 10199,OFFICE SHOP, INC. FUND EQUIPMENT REPLACEMENT 2572.54,ONE CALL
OF WYOMING OPERATIONS AND MAINTENANCE 82.95,PATRICK CONSTRUCTION INC MCFARLANE DRIVE
277779.82,PAYMERANG LLC PROF AND CONSULTING 600,PERRY COOK COMMUNITY PROGRAMS 326.77,POPO AGIE
PICKLEBALL ECONOMIC DEVELP PROJECTS 1514.2,PREMIER VEHICLE INSTALLATON INC VEHICLE REPAIR 189.6,RAMAKER
& ASSOCIATES PROF. & TECHNICAL SERVICE 1120,REWORX PROF AND CONSULTING 3840,RIVER OAKS
COMMUNICATIONS CORP PROF AND CONSULTING 4955,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING
1254,SLOW FOOD WIND RIVER DBA MEADOWLARK MARKET ECONOMIC DEVELP PROJECTS 1280.4,STOTZ EQUIPMENT
VEHICLE REPAIR 634.57,STRIKE CONSULTING GROUP FARTHING SLIP PROJECT 32565.25,STRIKE CONSULTING GROUP
METER REPLACEMENT 3192.5,STRIKE CONSULTING GROUP MCFARLANE DRIVE 13195,STRIKE CONSULTING GROUP
INFRASTRUCTURE (WATER/SEWER) 11690,STRIKE CONSULTING GROUP PROF AND CONSULTING 421.25,STRYKER SALES
LLC REPAIR AND MAINTENANCE SERVICE 450,STRYKER SALES LLC SUPPLIES 2208,SUMMIT WEST CPA GROUP, P.C. PROF
FEES COMPUTER 1979.78,SWEETWATER AIRE OPERATIONS AND MAINTENANCE 716.07,TEAM LABORATORY CHEM LLC
WW-OPERATIONS & MAINTENANCE 753,THATCHER COMPANY CHEMICAL FEED SUPPLIES 11561.87,THATCHER
COMPANY CHEMICAL FEED SUPPLIES 12870.93,TWEEDS WHOLESALE CO. CONCESSIONS -189.99,TWEEDS WHOLESALE
CO. TURF & GROUNDS MAINTENANCE 175.68,TWEEDS WHOLESALE CO. EMPLOYEE BENEFIT 116.32,TWEEDS WHOLESALE
CO. EMPLOYEE BENEFIT 171.04,TWEEDS WHOLESALE CO. TURF & GROUNDS MAINTENANCE 3228.16,WAMCO LAB INC.
WW LAB/TESTING 2400,WESTERN PRINTING CO. METER REPLACEMENT 588.88,WHITING LAW PC GENERAL ATTORNEY
822.5,WILD MOUNTAIN PAINTING COMMUNITY PROGRAMS 3700,WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT
20360,WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 1135,WWC ENGINEERING PROJECT COST - WELLS AT WTP
837,WYDOT - FINANCIAL SERVICES FUEL 5580.36,WYDOT - FINANCIAL SERVICES FUEL 4755.94,WYOGLOSS LLC VEHICLE
REPAIR 299.01,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 618.75,ADAM E PHILLIPS ATTORNEY
AT LAW GENERAL ATTORNEY 5000,CASELLE INC PROF AND CONSULTING 29472,FLEX SHARE BENEFITS HRA EMPLOYEE
ACCOUNTS 57000,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18195.05,OFFICE OF STATE LANDS & INVEST
DWSRF LOAN #180 - WATER 33000,OFFICE OF STATE LANDS & INVEST CWSFR LOAN #142 - STP 66000,OFFICE OF STATE
LANDS & INVEST DWSRF LOAN #194 - WATER 185000,RODNEYS COLLISION & CUSTOM CENTER OPERATION/
MAINTENANCE STREETS 236.25,TEGELER AND ASSOCIATES INSURANCE, O/THAN EMPLOYEE BEN 139515,WALLER TECIA
BUILDING MAINTENANCE 4400,WAMCAT DUES 75, PARTTIME WAGES: CEMETERY 5,164.25, CITY HALL 836.50,
MUNICIPAL COURT 1,233.23, POLICE DEPARMENT 1,562, WEED & PEST 3,905, AFLAC 467.29, CSSW 1554.50, COLONIAL
LIFE 232.55, PAYROLL TAXES 87267.88, DEFERRED COMP 6915.00, FLEXSHARE 1191.67, NCPERS 128.00, TRUSTMARK
379.66, WEBT 82909.11, WORKERS COMP 5434.55, WRS 60574.47.

Motion to approve made by Council Member Cox and seconded by Council Member Stuble. Council Member Stuble moved to amend the June 10, 2025, Minutes, 3 (c) to reflect that Council Member Stuble moved for a three-month probation period for the Grizzly Bar. Motion seconded by Council Member J Hahn.

Council Members voting Yea to approve the Consent Agenda as amended: D Hahn, Cox, Stuble, and J Hahn. Motion passed.

8. NEW BUSINESS (ACTION ITEMS)

- A. Accept Dean McKee's resignation from Lander Housing Authority

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

- B. Approve Ordinance 2025-5 Z 25.01 Rezoning on first reading.

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

Discussion: Council discussed the best zoning for this area in light of Lander's housing density and infrastructure challenges. The council noted that ordinances require three readings in order to pass, allowing time to gather more information.

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

- C. Approve Resolution 1362 Amending the City of Lander Policy and Procedure Manual as it pertains to On Call Pay and Travel Reimbursement

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

- D. Approve and authorize the Mayor to sign the Creative Energies Consulting Services Agreement

Motion to approve made by Council Member Stuble and seconded by Council Member Cox.

DISCUSSION: The council discussed a grant application for a solar project worth \$132,000, with a city investment of \$10,000. Council Member D Hahn expressed concerns about the contract language with Creative Energies, particularly regarding the non-refundable \$2,000 fee and the lack of clarity about the services provided.

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

- E. Approve and authorize the Mayor to sign Lander Municipal Airport Hangar Space Land Lease Agreement between the City of Lander and Ironman Aircraft Hangars LLC for Space No. 113

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

- 9. **ADJOURNMENT** Motion to approve made by Council Member Cox and seconded by Council Member Stuble. Council Members voting Yea: D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 7:07 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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

CITY OF LANDER MISSION STATEMENT

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

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Preserving the past, while embracing the future.

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	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Monday, July 14, 2025 at 5:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1.

CALL TO ORDER Mayor White led the Pledge of Allegiance and called the meeting to order at 5:00 PM. COUNCIL MEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, and Mayor White. COUNCIL MEMBERS ABSENT: Chad Cassidy. Declaration of a quorum. STAFF PRESENT: Assistant Mayor RaJean Strube Fossen, City Clerk Rachelle Fontaine.
2.

APPROVAL OF AGENDA

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

NEW BUSINESS (ACTION ITEMS)

A.

Approve Resolution 1363 Authorizing the Submission Of An Application For Federal Funding Through The Transportation Alternatives Program Administered By The Wyoming Department Of Transportation For City Of Lander For The Purposes Of The Lander Sidewalk Phase 2 Project.

Council Member D Hahn moved to approve, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
4.

ADJOURNMENT

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

Being no further business to come before the Council, the meeting was adjourned at 5:05 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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

	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, July 22, 2025 at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

- 1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Josh Hahn, Julia Stuble, Melinda Cox, John Larsen, Chad Cassady, and Mayor White. COUNCIL MEMBERS ABSENT; Dan Hahn. Declaration of a quorum. STAFF PRESENT: Interim Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips (arrived at 6:57 PM), City Clerk Rachelle Fontaine.
- 2. **APPROVAL OF AGENDA** Council Member Larsen moved to approve, seconded by Council Member J Hahn. Council Members voting Yeah: Larsen, Cassady, Cox, Stuble and J Hahn. Motion passed.
- 3. **MAYOR AND COUNCIL UPDATES**

Council Member Larsen provided an update on the successful Pig Roast event and mentioned the upcoming Hazardous Waste Disposal day on July 26th.

Council Member Cassady thanked the council for their patience and commented that the Pig Roast was well attended.

Council Member Cox inquired whether the Golf Course was able to resolve the water issue. The problem was a power issue that is being fixed. The Golf Course is doing well. LEDA meets tomorrow. The Community Service Block Grant is still in limbo with funding activities.

Council Member Stuble thanked Council Member Larsen for his leadership with the Pig Roast. She provided an EE Task Force update. She will be reaching out to shuffle liaison assignments for Council Member Cassady. She thanked Council Member J Hahn for raising parade safety concerns. She would like the council to address the need for policy changes regarding candy distribution at parades. This process will start with meeting with the parade organizers.

Mayor White highlighted two impressive examples of community assistance. First, Lander Volunteer Fire Department and Council Member Josh Hahn participated in a collaborative response effort in a Fremont County house fire, involving various local departments. This example underscored the shared value placed on community support and mutual aid. Second, a significant search and rescue operation was conducted for a solo hiker missing on Gannett Peak. The operation involved assistance from multiple regions, including Sublette County, Teton SAR with helicopter support and technical climbers, and members from Dubois SAR, along with extensive participation from Lander-based responders.

She commended the Parks and Recreation team for their hard work during a very busy summer season. Recent events such as the Pig Roast, Lander Presents, and the Tour de Wyoming marked the tail end of their peak workload. The department manages over 50 acres across and often must adjust routine maintenance around scheduled events. She commented that Interim Chief Waugh is expected to provide additional details on the police department handbook. She reminded council that the council’s role is to review and provide feedback on policy elements only. Procedural components fall outside the council’s scope and should not be subject to edits or critique.

4. **STAFF REPORTS**

Interim Chief Waugh commented that his staff had some terrible calls. He his very proud of how they handled the calls. He discussed the proposed new department policy and procedure manual highlighting new policies on mobile data terminals, body cameras, and mental health support. The council agreed to review the policy sections of the manual and schedule a future work session.

Public Works Director Hopkin provided updates on several ongoing infrastructure projects, including the Bishop Randall paving and Lincoln Street construction, noting delays and challenges with contractor schedules. He explained the process of managing contracts, including liquidated damages for delays, and emphasized the importance of balancing project completion with local contractor capabilities.

Assistant Mayor Strube Fossen also discussed upcoming projects to be bid in the fall and mentioned a CISA risk assessment for city systems. Additionally, she shared that Lander was approached for a Brownfield Grant to

assess and potentially remediate hazardous sites, and the City is in the final plan review for the Jefferson Street extension.

Clerk Fontaine informed the council there may be several public hearings scheduled during the August 12, 2025, regular council meeting including a Budget Amendment, the Tree Board Ordinance, the Ordinance allowing elected officials to waive compensation, and the Visionary Franchise Ordinance.

5. NEW BUSINESS (NON-ACTION ITEMS)

- A. Discussion regarding allocation of remaining Half Cent Sales Tax funds.

The council discussed the allocation of remaining economic development tax funds, with approximately \$960,682 available for distribution. They reviewed funding needs for WRTA (\$312,602) and Fremont Air Service Team (\$1,264,636) through July 2027, with the county having approximately \$1.9 million in unobligated funds. The council discussed the original 30/70 spending ratio requirement. The council has discretion over how to allocate the remaining funds. Some council members expressed their belief that transportation infrastructure and economic development projects are eligible for additional funding from the 70% that was not specifically designated for the airport or WRTA.

Council Member Stuble proposed setting aside \$200,000 for recreational infrastructure projects for City parks, though some council members expressed concerns about diverting funds from the original voter intent. The council agreed to further consider the allocation options, with particular attention to staying true to the original ballot language while also addressing community needs and noted that future funding sources like Maven Revenue recapture and TAD grants might provide more flexibility for city projects.

- B. Proposed Draft Ordinance 2025-7 amending Title 12- City Administrative Provisions Section 12-5-5, "Compensation of Officers and Employees" of the Lander Municipal Code

The council reviewed proposed ordinance 2025-7. The compensation ordinance updates some language and would allow elected officials to elect not to receive compensation. This will move forward with a public hearing and first reading at the August 12, 2025, Regular City Council meeting.

- C. Proposed Draft Ordinance 2025-8 Visionary Communications, LLC Franchise Agreement

The council reviewed proposed ordinance 2025-8. The franchise agreement will be revised with minor changes suggested by the Civil City Attorney. This ordinance will forward with a public hearing and first reading at the August 12, 2025, Regular City Council meeting.

6. EXECUTIVE SESSION

- A. Litigation (W.S. 16-4-405 (a) (iii))

Council Member Larsen moved to adjourn to Executive Session for litigation. The motion was seconded by Council Member Cox. Council members voting Yeah: Larsen, Cox, Cassady, Stuble and J Hahn. Motion passes. The Council entered Executive Session at 7:53 PM.

Council Member Cox moved to exit Executive Session. The motion was seconded by Council Member Stuble. Council members voting Yeah: Larsen, Cox, Cassady, Stuble and J Hahn. Motion passes. The Council exited Executive Session at 8:12 PM.

7. ADJOURNMENT Being no further business to come before the Council, the meeting was adjourned at 8:12 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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CITY OF LANDER

Invoice Register - Council - Paper
Input Dates: 7/10/2025 - 8/13/2025Page: 1
Aug 07, 2025 03:54PM

7220 CONSULTING LLC	adjust microphone location in court roon.	431.15
Total 7220 CONSULTING LLC (1221):		431.15
AARON SCHUBERT	Easement-Gannett Peak Sidewalks	1,595.00
Total AARON SCHUBERT (1514):		1,595.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		5,000.00
ADAPCO INC	PermaSease 3-15 mosquito aduicide - 90 gallo	5,534.00
Total ADAPCO INC (9):		5,534.00
ADELLE SIMON	LVYV registrations for 2nd-4th grade and LVYV	780.00-
Total ADELLE SIMON (1404):		780.00-
ALEXANDER EXCAVATION	construction app for Bishop Randall	165,367.49
Total ALEXANDER EXCAVATION (21):		165,367.49
ALSCO	Micro Tech Towels	37.17
ALSCO	Community Center Linens	154.82
ALSCO	Community Center Micro Towels	37.17
ALSCO	Community Center Linens	37.17
ALSCO	Community Center Linens	92.04
ALSCO	Community Center Linens.	94.16
ALSCO	Community Center Micro Towels	37.17
Total ALSCO (917):		489.70
ARDURRA GROUP INC	LND Reconstruct Apron - Design	2,458.75
Total ARDURRA GROUP INC (1390):		2,458.75
AYRES ASSOCIATES INC	Master Plan - Professional Services trough Jun	6,860.00
AYRES ASSOCIATES INC	Maintenance Facilities Master Plan Project	7,340.00
Total AYRES ASSOCIATES INC (1434):		14,200.00
B & M SEPTIC AND EXCAVATION SERVICES	Dillon Bathroom Sewer Line Repair	4,860.00
Total B & M SEPTIC AND EXCAVATION SERVICES (1369):		4,860.00
BADGER METER INC	Cust# 490182 Beacon Mobile Hosting JULY20	327.30
Total BADGER METER INC (44):		327.30
BARRY CINEMAS INC	summer movie program	3,060.00
Total BARRY CINEMAS INC (694):		3,060.00
BAYCOM INC	Mobile Data Computers	16,520.00
Total BAYCOM INC (1503):		16,520.00

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BILL JONES PLUMBING & HEATING INC	LOR Foundation - Phase 2 Drinking Fountains -	2,700.00
Total BILL JONES PLUMBING & HEATING INC (57):		2,700.00
BLACK HILLS ENERGY	Natural Gas JULY2025	98.62
BLACK HILLS ENERGY	Natural Gas JULY2025	379.13
BLACK HILLS ENERGY	Natural Gas JULY2025	684.80
BLACK HILLS ENERGY	Natural Gas JULY2025	136.48
BLACK HILLS ENERGY	Natural Gas JULY2025	268.24
BLACK HILLS ENERGY	Natural Gas JULY2025	46.95
Total BLACK HILLS ENERGY (465):		1,614.22
BLUE360 MEDIA	Wyoming criminal & traffic law manual	101.95
Total BLUE360 MEDIA (1177):		101.95
BRAVO COMPANY, INC	Tactical - Police	1,667.00
Total BRAVO COMPANY, INC (1140):		1,667.00
CASELLE INC	Training	250.00
Total CASELLE INC (86):		250.00
CASSANDRA PATARO	Easement-Gannett Peak Sidewalks	495.00
Total CASSANDRA PATARO (1510):		495.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement 13th Period	208.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement 13th Period	18.98
CENTRAL BANK & TRUST	Petty Cash Reimbursement 13th Period	189.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement 13th Period	30.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement 13th Period	6.15
CENTRAL BANK & TRUST	Petty Cash Reimbursement JULY2025	12.00
CENTRAL BANK & TRUST	Petty Cash Reimbursement JULY2025	6.15
CENTRAL BANK & TRUST	Petty Cash Reimbursement JULY2025	10.24
Total CENTRAL BANK & TRUST (96):		480.52
CITY OF RIVERTON	Air Service - 1/2 cent	15,809.91
Total CITY OF RIVERTON (943):		15,809.91
CITY PLUMBING & HEATING INC	2" Copper pipe (1 foot length) - repair rodeo gr	18.21
Total CITY PLUMBING & HEATING INC (105):		18.21
CITY SERVICE VALCON	Aviation Fuel - airport	26,148.69
Total CITY SERVICE VALCON (1146):		26,148.69
COMMUNICATION TECHNOLOGIES INC	Parks Building Internet Work	1,155.00
Total COMMUNICATION TECHNOLOGIES INC (116):		1,155.00
COMMUNITY CENTER REFUNDS	COMMUNITY CTR DEPOSIT REFUND	500.00
Total COMMUNITY CENTER REFUNDS (1210):		500.00

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COWBOY SUPPLY HOUSE	Cust #1119 Cleaning Supplies - Community Ctr	677.54
COWBOY SUPPLY HOUSE	Cust #1119 Cleaning Supplies - Community Ce	188.28
Total COWBOY SUPPLY HOUSE (121):		865.82
CPS DISTRIBUTORS INC	Irrigation sprinklers; valves, couplings, joints --	2,817.40
Total CPS DISTRIBUTORS INC (124):		2,817.40
CRUM ELECTRIC	Ballfield Light Replacement	63,517.14
Total CRUM ELECTRIC (127):		63,517.14
DEALERS ELECTRICAL SUPPLY	Replacement GFCIs for Centennial Park	220.31
Total DEALERS ELECTRICAL SUPPLY (648):		220.31
DOROTHY LEE PENCE	Easement-Gannett Peak Sidewalks	250.00
Total DOROTHY LEE PENCE (1507):		250.00
ECONO SIGNS	street signs	181.96
Total ECONO SIGNS (1159):		181.96
EMPLOYEE REIMBURSEMENTS	EMPLOYEE BENEFIT REIMBURSEMENT	331.98
Total EMPLOYEE REIMBURSEMENTS (154):		331.98
ENGINEERING ASSOCIATES	Quiet Title	4,349.75
Total ENGINEERING ASSOCIATES (1431):		4,349.75
ENGINEERING DESIGN ASSOCIATES	Engineering for Popo Agie River Park plat and a	7,646.54
Total ENGINEERING DESIGN ASSOCIATES (1325):		7,646.54
ENTENMANN ROVIN CO	Badges	395.00
Total ENTENMANN ROVIN CO (156):		395.00
FERGUSON ENTERPRISES INC	10"" mj plug	382.72
FERGUSON ENTERPRISES INC	6"" sleeves, megalugs and gaskets	2,000.29
Total FERGUSON ENTERPRISES INC (553):		2,383.01
FLEX SHARE BENEFITS	Administrative Fees JUNE 2025	131.53
FLEX SHARE BENEFITS	Administrative Fees JUNE 2025	131.52
Total FLEX SHARE BENEFITS (173):		263.05
FREMONT CHEVROLET-GMC	Ignition cylinder	72.44
Total FREMONT CHEVROLET-GMC (179):		72.44
FREMONT CO SOLID WASTE DISPOS	rodeo waste	110.60
FREMONT CO SOLID WASTE DISPOS	Pig Roast trash removal	38.60
FREMONT CO SOLID WASTE DISPOS	LL Dugout 42.60 LL dugout43.40, lander live 26.	112.60
FREMONT CO SOLID WASTE DISPOS	trash	31.40
FREMONT CO SOLID WASTE DISPOS	4th of July Trash Disposal - Rodeo Grounds; Ma	54.20

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FREMONT CO SOLID WASTE DISPOS	Trash disposal - Climber's Fest	99.80
FREMONT CO SOLID WASTE DISPOS	Post Climber's Festival trash and Bike Wyoming	14.00
FREMONT CO SOLID WASTE DISPOS	Parks trash disposal - Large capacity bags	20.20
Total FREMONT CO SOLID WASTE DISPOS (183):		481.40
FREMONT COUNTY ASSN OF GOV	Ground transportation - 1/2 cent	7,904.95
FREMONT COUNTY ASSN OF GOV	Dues	4,000.00
FREMONT COUNTY ASSN OF GOV	Dues	4,000.00
Total FREMONT COUNTY ASSN OF GOV (187):		15,904.95
FREMONT COUNTY SCHOOL DIST #1	Tiger Golf Camp	1,760.00
FREMONT COUNTY SCHOOL DIST #1	LVHS Volleyball Activities	600.00
Total FREMONT COUNTY SCHOOL DIST #1 (1446):		2,360.00
FREMONT COUNTY TREASURER	JAIL	4,565.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	20,670.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	686.25
FREMONT COUNTY TREASURER	JAIL BILL	5,995.00
FREMONT COUNTY TREASURER	Dispatch: Additional amount owed for July 2025	3,066.36
FREMONT COUNTY TREASURER	Dispatch: Additional amount owed for July 2025	94.84
Total FREMONT COUNTY TREASURER (190):		35,077.45
FREMONT MOTOR COMPANY	Ford Truck	41,399.00
FREMONT MOTOR COMPANY	Ram Truck	52,732.00
FREMONT MOTOR COMPANY	Ford Truck	41,399.00
FREMONT MOTOR COMPANY	Dodge Durango	40,351.00
FREMONT MOTOR COMPANY	Brake booster	301.60
Total FREMONT MOTOR COMPANY (194):		176,182.60
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00
Total FRONTIER PROPERTY MAINTENANCE (1484):		925.00
GAMBLES	Fridge	1,824.00
Total GAMBLES (200):		1,824.00
GEORGE RENTALS 2 LLC	Easement-Gannett Peak Sidewalks	770.00
Total GEORGE RENTALS 2 LLC (1508):		770.00
GREAT DANE PROPERTIES LLC	Easement-Gannett Peak Sidewalks	525.00
Total GREAT DANE PROPERTIES LLC (1512):		525.00
GREGCO	sidewalk construction	201,830.35
Total GREGCO (1504):		201,830.35
HDR ENGINEERING INC	Gannett Peak Sidewalk Const Eng	10,603.09
HDR ENGINEERING INC	Tank and Pump Station Const Eng	23,801.25
HDR ENGINEERING INC	Wastewater Master Plan Eng	4,572.50
Total HDR ENGINEERING INC (994):		38,976.84

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HEALTH EQUITY	Employer ID #8470505 Administrative Fees J	135.98
HEALTH EQUITY	Employer ID #8470505 Administrative Fees J	135.97
HEALTH EQUITY	Employer ID #8470505 HRA Prefunding	48,000.00
HEALTH EQUITY	Employer ID #8470505 HRA Prefunding	8,000.00
HEALTH EQUITY	Employer ID #8470505 Additional HRA Prefund	1,000.00
HEALTH EQUITY	Prefunding Flex Spending JULY2025	18,538.24
HEALTH EQUITY	Admin Fees AUG2025	135.98
HEALTH EQUITY	Admin Fees AUG2025	135.97
Total HEALTH EQUITY (1502):		76,082.14
HIGH COUNTRY CONSTRUCTION	Lincoln Street Construction	819,842.70
Total HIGH COUNTRY CONSTRUCTION (1062):		819,842.70
HIGH MOUNTAIN ELECTRIC	Electrical upgrades to exterior of rodeo restroo	2,445.00
Total HIGH MOUNTAIN ELECTRIC (1109):		2,445.00
HOLTHOUSE APPRAISAL GROUP	Appraisal costs for land acquisition Popo Agie R	5,000.00
Total HOLTHOUSE APPRAISAL GROUP (1207):		5,000.00
HOMETOWN OIL	15w40 5 gal	159.90
HOMETOWN OIL	Gas	72.94
HOMETOWN OIL	fuel	17.14
HOMETOWN OIL	Fuel - Parks	226.85
Total HOMETOWN OIL (230):		476.83
HUFF SANITATION INC	4th of July Porta Potties	1,000.00
Total HUFF SANITATION INC (239):		1,000.00
HUGHEY AND PHILLIPS	two new REIL's for the airport. Tried to get two o	9,447.50
Total HUGHEY AND PHILLIPS (1175):		9,447.50
INQUIREHIRE	screening	102.30
Total INQUIREHIRE (1087):		102.30
JASON SPARKS	Easement-Gannett Peak Sidewalks	250.00
Total JASON SPARKS (1515):		250.00
JIRDON AGRICHEMICALS	T-nex	1,463.20
JIRDON AGRICHEMICALS	4,000 lb. 22-8-10 winterizing fertilizer; 100 lb. gr	3,245.00
Total JIRDON AGRICHEMICALS (263):		4,708.20
KLEEN PIPE LLC	root cutting on 8th street	1,474.98
KLEEN PIPE LLC	storm drain 9th and Sweetwater	4,795.76
Total KLEEN PIPE LLC (1032):		6,270.74
KYLE DUBA	Easement-Gannett Peak Sidewalk	970.00
Total KYLE DUBA (1505):		970.00

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L N CURTIS & SONS	citrosqueeze PPE/Turnout cleaner	441.19
L N CURTIS & SONS	structure boots	579.65
Total L N CURTIS & SONS (276):		1,020.84
LANDER FREE MEDICAL	1/2 Recipient	2,841.96
Total LANDER FREE MEDICAL (1458):		2,841.96
LANDER PET CONNECTION	Dog Impound contract	8,000.00
Total LANDER PET CONNECTION (1241):		8,000.00
LANDER SENIOR CITIZENS CENTER	July 2025 Maintenance Expenses	1,859.13
Total LANDER SENIOR CITIZENS CENTER (296):		1,859.13
LOCAL GOVERNMENT LIABILITY POOL	Insurance Premium	41,727.00
Total LOCAL GOVERNMENT LIABILITY POOL (316):		41,727.00
MASA	B2BCOL AUG2025	228.00
Total MASA (1167):		228.00
MASTERCARD	Firearms equipment	1,442.00
MASTERCARD	Packing tape	6.83
MASTERCARD	Supplies	80.00
MASTERCARD	Dump run 820 lbs	29.80
MASTERCARD	Dump Run 4240 lbs	166.60
MASTERCARD	Supplies	60.78
MASTERCARD	groceries for employee appreciation	20.24
MASTERCARD	Supplies	49.97
MASTERCARD	Phones - All	47.80
MASTERCARD	Phones - All	702.06
MASTERCARD	Phones - All	250.28
MASTERCARD	Phones - All	1,719.57
MASTERCARD	Phones - All	25.76
MASTERCARD	Phones - All	114.13
MASTERCARD	June 2nd Set of BacT samples	75.00
MASTERCARD	Extension power cord for Ellis tank sump, glove	98.94
MASTERCARD	snacks for programs	35.95
MASTERCARD	Fuel	51.10
MASTERCARD	icee pops for programs	17.94
MASTERCARD	hand soap and cleaning sponges	12.35
MASTERCARD	cleaning, maint misc supplies	146.40
MASTERCARD	Employee Benefit	15.14
MASTERCARD	Employee benefit	140.85
MASTERCARD	Coleslaw for city luncheon	19.95
MASTERCARD	snacks for programs, water	91.36
MASTERCARD	incorrect charge	39.00
MASTERCARD	misc supplies	408.60
MASTERCARD	Shipment back to Michaels Fencing	17.31
MASTERCARD	BacT sample on Bishop Randal Water Line	15.00
MASTERCARD	sprayer and cleaning supplies	68.00
MASTERCARD	supplies for camp	202.66
MASTERCARD	Fraud charge on my card transaction not mine	5.99
MASTERCARD	Prof fees - LCCC	249.00
MASTERCARD	Postage - EPA	79.10
MASTERCARD	food for camp	268.47

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MASTERCARD	July 2nd set of BacT samples	75.00
MASTERCARD	camp supplies	35.96
MASTERCARD	Spectrum Phone MAY2025 Acct# 156821201	129.98
MASTERCARD	Spectrum Phone MAY2025 Acct# 156821201	130.00
MASTERCARD	Spectrum Phone MAY2025 Acct# 156821201	130.00
MASTERCARD	Spectrum Phone MAY2025 Acct# 156821201	260.00
MASTERCARD	Spectrum Phone MAY2025 Acct# 156821201	130.00
MASTERCARD	Spectrum Phone MAY2025 Acct# 156821201	130.00
MASTERCARD	Spectrum Phone MAY2025 Acct# 156821201	130.00
MASTERCARD	Acct#173012201 Fiber JUNE2025	449.50
MASTERCARD	Acct#173012201 Fiber JUNE2025	449.50
MASTERCARD	Engraving for Monte's gavel block - end of term	15.75
MASTERCARD	IFC Renewal	100.00
MASTERCARD	Supplies	59.88
MASTERCARD	Housekeeping supplies	455.84
MASTERCARD	Supplies - LCCC	354.24
MASTERCARD	307 Shredding	75.00
MASTERCARD	Accessories for L7 new work CELL px	30.82
MASTERCARD	nitrile gloves for rescue calls	95.99
MASTERCARD	Fingerprint cards and ink pad for new perspectiv	81.49
MASTERCARD	Nitrile gloves for Patrol	78.71
MASTERCARD	Ice Scoop for fire hall	18.52
MASTERCARD	128gb flashdrive to store the plant backups on	12.99
MASTERCARD	Restroom signs for rodeo grounds	7.88
MASTERCARD	batteries for the airport and fitting for 100LL tank	38.97
MASTERCARD	Fireproof and waterproof safe to store backup of	78.22
MASTERCARD	Fireproof and waterproof safe to store backup of	78.22
MASTERCARD	Tarp to cover filter media bags	249.98
MASTERCARD	office supplies	75.85
MASTERCARD	battery's for auto doser's at lift stations	40.95
MASTERCARD	office supplies	20.69
MASTERCARD	Replacement Desktops	1,847.98
MASTERCARD	Replacement Laptops	2,280.00
MASTERCARD	Fire prevention supplies	1,500.00
MASTERCARD	Fire prevention supplies	768.00
MASTERCARD	Water Utility Billing	706.61
MASTERCARD	Gaskets: Fire hose irrigation sprinklers city park.	4.80
MASTERCARD	2 in. suction hose for sprinkler system and cam l	379.98
MASTERCARD	Lugs, circuit breaker cables	77.96
MASTERCARD	Motor oil lawn mowers	49.98
MASTERCARD	20 Rainbird sprinklers @ \$10.22 apiece - Parks	204.36
MASTERCARD	Metal sign for Rodeo Restrooms	25.73
MASTERCARD	Grill sign for North Park, LOR Foundation Thank	67.11
MASTERCARD	POSTAGE/MAIL	4.48
MASTERCARD	Refill 2 patrol extinguishers	77.00
MASTERCARD	Recharge extinguisher for L16 Dishwasher fire	31.00
MASTERCARD	PD fix lighting in hallway/replace ballist	128.56
MASTERCARD	Dues	77.84
MASTERCARD	COFFEE PURCHASE FOR TRAVEL TO TRAIN	7.07
MASTERCARD	Car wash soap for patrol vehicles	18.98
MASTERCARD	Narc test kits for Patrol	376.87
MASTERCARD	AWS	23.22
MASTERCARD	Repair AC unit on top of PD roof	1,538.43
MASTERCARD	Running conduit and mounting solenoid to dryw	621.00
MASTERCARD	Bac t testing	15.00
MASTERCARD	2025 APT Annual Conf. Virtual	299.50
MASTERCARD	2025 APT Annual Conf. Virtual	299.50
MASTERCARD	Credit sales tax	42.64-
MASTERCARD	Credit tax	42.64-
MASTERCARD	Supplies	40.00

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MASTERCARD	Semi-Annual Kitchen Fire Suppression Inspecti	233.50
MASTERCARD	Acct #3024-9062730-001 Trash Removal JUN	165.63
MASTERCARD	Acct #3024-9062730-001 Trash Removal JUN	180.61
MASTERCARD	Acct #3024-9062730-001 Trash Removal JUN	158.17
MASTERCARD	Acct #3024-9062730-001 Trash Removal JUN	1,028.36
MASTERCARD	Acct #3024-9062730-001 Trash Removal JUN	759.30
MASTERCARD	team t's for t ball	162.50
MASTERCARD	t ball program team shirt	12.50
MASTERCARD	camp shirts	1,130.00
MASTERCARD	Jc shirts for camp	110.00
MASTERCARD	Acct #8313 30 043 0151349 Airport Phone JU	125.89
MASTERCARD	Acct #8313 30 043 0016823 City Hall Phone J	15.77
MASTERCARD	Lumen-Century Link JUNE2025	89.25
MASTERCARD	Lumen-Century Link JUNE2025	200.32
MASTERCARD	Lumen-Century Link JUNE2025	427.68
MASTERCARD	Lumen-Century Link JUNE2025	121.32
MASTERCARD	Lumen-Century Link JUNE2025	121.32
MASTERCARD	MAVERIK STORE PURCHASE FOR TRAVEL F	16.59
MASTERCARD	Google Workspace JUNE2025	1,082.40
MASTERCARD	Google Workspace JUNE2025	1,082.40
MASTERCARD	Tap 1/4	17.98
MASTERCARD	Relay	31.98
MASTERCARD	trimmer line	11.69
MASTERCARD	Dinner WAM	10.39
MASTERCARD	hotel room WAM	328.00
MASTERCARD	Hotel Rebate on MasterCard Stmt	13.12-
MASTERCARD	water and gatorade for 5th street leak	27.96
MASTERCARD	Car Wash	8.00
MASTERCARD	MDT Mounts	3,023.88
MASTERCARD	Wood for training prop	65.11
MASTERCARD	Parts for wall mounted drinking fountain	50.64
MASTERCARD	PSHR Dues	420.00
MASTERCARD	18 volt app.	119.99
MASTERCARD	Battery	4.00
MASTERCARD	food for camp	30.57
MASTERCARD	July 2025 1st set of BacT samples	75.00
MASTERCARD	tools for Assistant Public Works Dir to complete	328.21
MASTERCARD	Housekeeping supplies	103.00
MASTERCARD	Annual TTHM HAA5 Testing	766.00
MASTERCARD	Annual VOC and IOC testing	515.00
MASTERCARD	June Wastewater testing	345.00
MASTERCARD	June Wastewater Sampling	345.00
MASTERCARD	Redd Fox Park's annual CCR	125.00
MASTERCARD	June Wastewater Sampling	345.00
MASTERCARD	Cam lock fittings for suction hose	26.28
MASTERCARD	Equipment paint for water fountain frames	69.93
MASTERCARD	Paint for water fountains	19.98
MASTERCARD	Dewalt string trimmer to weed whack around th	289.99
MASTERCARD	battery	95.47
MASTERCARD	Shop Towels	43.96
MASTERCARD	Car wash soap for trucks	32.54
MASTERCARD	Class Registration	55.00
MASTERCARD	conference registration fee	55.00
MASTERCARD	tire foam cleaner	8.49
MASTERCARD	meter adapters	392.66
MASTERCARD	intake gaskets and knock sensors	150.06
MASTERCARD	shifter cable and bushings	130.06
MASTERCARD	return shifter cable	48.59-
MASTERCARD	stock order	74.60
MASTERCARD	battery cable, terminal ends, wire loom, 15w40	108.46

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MASTERCARD	hoses and fittings	88.86
MASTERCARD	stock order	177.41
MASTERCARD	engine cooler lines	77.36
MASTERCARD	def for sewer jet	33.18
MASTERCARD	struts	74.62
MASTERCARD	battery	144.84
MASTERCARD	Alternator	512.99
MASTERCARD	pulley	44.80
MASTERCARD	stock order	46.94
MASTERCARD	bumper marker's	61.98
MASTERCARD	Def Fluid for airport	33.18
MASTERCARD	brake booster	143.43
MASTERCARD	134A refrigerant	264.99
MASTERCARD	Door handle and credit	7.12-
MASTERCARD	trailer junction box and wiring.	62.19
MASTERCARD	stock order	74.08
MASTERCARD	intake gasket set	108.64
MASTERCARD	temp sensor, warranty thermostat	18.97
MASTERCARD	battery	144.84
MASTERCARD	Travel	370.64
MASTERCARD	Travel	370.64
MASTERCARD	Scanner - court	224.99
MASTERCARD	3 sheets of osb board	69.33
MASTERCARD	Housekeeping supplies	3.79
MASTERCARD	e-coli testing for June 2025	270.00
MASTERCARD	hotel for WAM	522.00
MASTERCARD	June car wash bill 2025	50.35
MASTERCARD	Acct #142816 JULY2025	828.16
MASTERCARD	Acct #142816 JULY2025	828.15
MASTERCARD	Past Asst Chief badges	332.76
MASTERCARD	Past LT Badges	307.76
MASTERCARD	Past Captain Badge	308.09
MASTERCARD	Digital Code Renewal for ICC	170.00
MASTERCARD	Digital Storage	65.25
MASTERCARD	Epoxy to repair broken parts at plant	8.99
MASTERCARD	BACKGROUND CHECK	10.00
MASTERCARD	BACKGROUND SCREENING	89.98
MASTERCARD	BACKGROUND CHECK	3.00
MASTERCARD	Spray Foam to keep mice and other varmints ou	19.78
MASTERCARD	Spray nozzle for garden hose	26.09
Total MASTERCARD (327):		44,977.15
METRON FARNIER	Meter Project Const	76,039.03
Total METRON FARNIER (1451):		76,039.03
MICHAEL JOHN DICK	Easement-Gannett Peak Sidewalk	250.00
Total MICHAEL JOHN DICK (1506):		250.00
MICHAELS FENCE & SUPPLY INC	New box for gate	13,500.00
MICHAELS FENCE & SUPPLY INC	Hy-Security gate motor for the airport	1,341.81
MICHAELS FENCE & SUPPLY INC	Installation of new gate box and electronics	2,934.00
Total MICHAELS FENCE & SUPPLY INC (337):		17,775.81
MIDLAND IMPLEMENT CO	bearing, spacers, snap ring, and bolt	146.59

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Total MIDLAND IMPLEMENT CO (341):		146.59
MULLINS, STUART	Summer basketball program/Beaver St Clair Cli	2,250.00
Total MULLINS, STUART (1316):		2,250.00
NORCO INC	Acct #GT871 Cylinder Rental	99.60
Total NORCO INC (364):		99.60
OFFICE SHOP, INC.	Repair	1,043.02
OFFICE SHOP, INC.	Printer-Copier reconnect after switching to Spec	75.00
Total OFFICE SHOP, INC. (373):		1,118.02
ONE CALL OF WYOMING	dig tickets for June 2025	46.25
Total ONE CALL OF WYOMING (374):		46.25
PATRICK CONSTRUCTION INC	McFarlane Dr Const	197,954.48
Total PATRICK CONSTRUCTION INC (385):		197,954.48
PAULA R CRONK	Easement-Gannett Peak Sidewalks	1,250.00
Total PAULA R CRONK (1509):		1,250.00
PAYMERANG LLC	JULY 2025 Services	100.00
PAYMERANG LLC	JULY 2025 Services	100.00
PAYMERANG LLC	Monthly Fee 6/1-6/30 2025	100.00
PAYMERANG LLC	Monthly Fee 6/1-6/30 2025	100.00
Total PAYMERANG LLC (1447):		400.00
PINECREEK PARTNERS	Easement-Gannett Peak Sidewalks	385.00
Total PINECREEK PARTNERS (1513):		385.00
PIONEER MUSEUM	MAW Pioneer School summer program	2,655.00
Total PIONEER MUSEUM (1415):		2,655.00
PRESTIGE CHEMICALS	cold mix sample	347.23
Total PRESTIGE CHEMICALS (1501):		347.23
RDO EQUIPMENT CO	steering ram rebuild kits	419.88
Total RDO EQUIPMENT CO (1414):		419.88
RIVER OAKS COMMUNICATIONS CORP	Wind River Franchise; Visionary Franchise; Blac	6,115.25
Total RIVER OAKS COMMUNICATIONS CORP (1402):		6,115.25
RIVERTON RANGER INC	Legal Ad - Minutes 7.8.2025	611.00
RIVERTON RANGER INC	Legal Ad - Minutes 7.14.2025	65.00
RIVERTON RANGER INC	Legal Ad - 8.7.2025 Public Hearing	39.00
RIVERTON RANGER INC	Legal Ad - 8.7.2025 Public Meeting	39.00
RIVERTON RANGER INC	Legal Ad - Rezoning Request	39.00

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RIVERTON RANGER INC	Legal Ad - Rezoning Request	39.00
Total RIVERTON RANGER INC (505):		832.00
ROBERT R FORTON	Easement-Gannett Peak Sidewalks	2,475.00
Total ROBERT R FORTON (1511):		2,475.00
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 JULY2025	5,024.37
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 JULY2025	637.74
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 JULY2025	3,637.59
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 JULY2025	5,902.72
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 JULY2025	84.47
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 JULY2025	4,684.88
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 Electricity AUG2025	3,115.68
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 Electricity AUG2025	4,034.38
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 Electricity AUG2025	777.00
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 Electricity AUG2025	242.85
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 Electricity AUG2025	4,941.55
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 Electricity AUG2025	7,241.29
Total ROCKY MOUNTAIN POWER (435):		40,324.52
STRIKE CONSULTING GROUP	Bishop Randall Eng	13,123.75
STRIKE CONSULTING GROUP	McFralane Dr Const Eng	9,771.25
STRIKE CONSULTING GROUP	River Design Work	13,083.50
Total STRIKE CONSULTING GROUP (1112):		35,978.50
SUMMIT WEST CPA GROUP P.C.	Partial Audit	5,250.00
SUMMIT WEST CPA GROUP P.C.	Partial Audit	5,250.00
SUMMIT WEST CPA GROUP P.C.	IT Work	1,250.00
SUMMIT WEST CPA GROUP P.C.	Acct #26532.00 IT Services - July 2025	250.00
Total SUMMIT WEST CPA GROUP P.C. (1328):		12,000.00
TEAM LABORATORY CHEM LLC	cutrine plus for ponds	8,186.50
TEAM LABORATORY CHEM LLC	mega bugs for sewer ponds	3,752.50
Total TEAM LABORATORY CHEM LLC (493):		11,939.00
THATCHER COMPANY	Tanker of Aluminum Sulfate	11,625.44
THATCHER COMPANY	Pup of Chlorine	10,676.15
Total THATCHER COMPANY (498):		22,301.59
TWEEDS WHOLESALE CO.	food/snacks for camp	166.47
Total TWEEDS WHOLESALE CO. (523):		166.47
VAN DIEST SUPPLY CO.	Sunwet spray adjuvant. Mentholated Seed Oil	149.44
VAN DIEST SUPPLY CO.	Ranger Pro Glyphosate Herbicide; Quinstar 4L (	1,204.00
VAN DIEST SUPPLY CO.	3-D Turf Herbicide; Escort XP Herbicide	656.55
Total VAN DIEST SUPPLY CO. (542):		2,009.99
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00

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Total WALLER, TECIA (1333):		4,400.00
WAM - WCCA	Annual dues to WYO CMA	150.00
WAM - WCCA	WYO City Managers conference fees	125.00
Total WAM - WCCA (546):		275.00
WATER REFUNDS	REFUND - WATER - ENOS	125.64
WATER REFUNDS	REFUND - WATER - CLEMENTS	33.53
WATER REFUNDS	REFUND - WATER - EMERSON	136.14
WATER REFUNDS	REFUND - WATER - WHIPPLE	106.61
WATER REFUNDS	REFUND - WATER-ELEVATION WELLNESS	134.17
WATER REFUNDS	REFUND - WATER CAMPBELL	125.98
WATER REFUNDS	REFUND - WATER ZGURICH	88.61
WATER REFUNDS	REFUND - WATER DIDN'T USE	563.82
Total WATER REFUNDS (552):		1,314.50
WESTERN LAW ASSOCIATES	June Services	3,448.23
WESTERN LAW ASSOCIATES	Legal Services JULY 2025	2,520.98
WESTERN LAW ASSOCIATES	Legal Services JUNE 2025	122.50
Total WESTERN LAW ASSOCIATES (559):		6,091.71
WESTERN PRINTING CO.	Water Billing Envelopes July 2024 - June 2025	5,749.50
Total WESTERN PRINTING CO. (560):		5,749.50
WHITING LAW PC	JULY 2025 Services	805.00
Total WHITING LAW PC (564):		805.00
WILLIAM H SMITH & ASSOC	Lincoln Street Const Eng	31,592.50
WILLIAM H SMITH & ASSOC	Lincoln Street Mat Testing	10,980.00
WILLIAM H SMITH & ASSOC	Baldwin Cr Eng	2,520.00
Total WILLIAM H SMITH & ASSOC (1058):		45,092.50
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2025 13th Period	1,433.55
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2025 13th Period	171.62
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2025 13th Period	716.77
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2025 13th Period	716.77
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2025	3,206.78
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2025	272.03
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2025	1,603.40
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2025	1,603.40
Total WYDOT - FINANCIAL SERVICES (606):		9,724.32
WYOGLOSS LLC	Broken glass pane. City Park Building. SE pane	1,251.00
Total WYOGLOSS LLC (1370):		1,251.00
WYOMING ASSN. OF MUN.	Dues	5,313.50
WYOMING ASSN. OF MUN.	Dues	5,313.50
Total WYOMING ASSN. OF MUN. (599):		10,627.00
WYOMING RETIREMENT SYSTEM	Volunteer fire pension	656.25

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Total WYOMING RETIREMENT SYSTEM (614):

656.25

Grand Totals:

2,376,671.36

Report GL Period Summary

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

July 31, 2025 Net Payroll

\$ 281,475.85

Transmittals

Aflac	\$	467.29
Child Support	\$	1,554.50
Colonial Life	\$	232.55
Payroll Taxes	\$	96,687.04
Fascorp - Deferred Comp	\$	6,990.00
NCPERS - Prudential Life	\$	128.00
Trustmark Insurance Benefits	\$	379.66
WEBT - WY Educators Benefit Trust (Health Ins.)	\$	82,904.49
Workers Comp	\$	5,963.36
Wyoming Retirement System	\$	66,956.94

Part time employee gross wages by department for the pay period 6/19/2025 – 7/18/2025

Cemetery = \$5,539.50

City Hall = \$871.50

Municipal Court = \$1,105.65

Parks - \$22,993.46

Police = \$1,364.00

Weed & Pest = \$6,930.00

ORDINANCE 2025-5

AN ORDINANCE REZONING A PARCEL ON SMITH CREEK ROAD
BEING A 12.14-ACRE TRACT OF LAND IN THE NE1/4 OF SECTION 20 T33N R99W
from R-5 Multi-Family Residential District to A – Agricultural District

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

12.14-acre tract of land in the NE1/4, Section 20, T33N, R99W withing the City of Lander, Fremont County Wyoming, and

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

WHEREAS, the planning commission reviewed the rezoning request on June 5, 2025, at a public hearing and found the request to be in concert with the adopted 2025 Master Plan Growth Priority areas 2 and 3 and therefore recommends approval of the rezoning by a unanimous vote; and

WHEREAS, the Governing Body of the City of Lander, Wyoming has conducted a public hearing on the first reading of this ordinance July 8, 2025, in accordance with City Code Section 4-8-5 on the requested changes to the zoning map as described herein; and,

NOW THEREFORE, BE IT ORDAINED that the Governing Body of the City of Lander, Wyoming approves the requested rezoning for the property legally described above from R-5 Multi-Family Residential District to A- Agricultural District as illustrated on Exhibit A attached hereto and incorporated herein..

BE IT FURTHER ORDAINED, that the approval of the request and the zone change takes effect immediately and be reflected on the City of Lander District Zoning Map.

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 JULY 8, 2025

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

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

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

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

of general circulation within Lander, Wyoming, the effective date and publication being _____, 2025.

Rachelle Fontaine, City Clerk

DRAFT

RESOLUTION 1364

A RESOLUTION TO AMEND THE 2024-2025 BUDGET

WHEREAS, the City of Lander needs to amend the budget to adjust allocations within the current budget and accept unanticipated income and reduce anticipated income and expenses; and

WHEREAS, notice of public hearing on such amendment was published in the Lander Journal, a legal newspaper published and of general circulation in the County of Fremont, Lander, Wyoming, on July 26, 2025, and August 2, 2025; and

WHEREAS, the public hearing was held on such amendment at a time and place specified in said notice at which time all interested parties were given the opportunity to be heard on August 12, 2025.

Fund 10 – General Fund

Revenue:

Building Permits	\$25,000
LOR Grant	98,690
Interest	\$139,310

Total Revenue \$ 263,000

Expenditures:

Other General	50,000
Building Inspector	8,000
Police	20,000
Streets	20,000
Rodeo Grounds	30,000
Building Repair & Maintenance	80,000
Weed & Pest	20,000
Lander Golf Course	25,000
Cemetery	10,000

Total Expenditures \$263,000

PASSED, APPROVED AND ADOPTED the 12th day of August, 2025.

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 August 12, 2025, 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 NO. 1365

A RESOLUTION AMENDING RESOLUTION 1251 TO ACCOMMODATE A CHANGE IN PROJECT DESCRIPTION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FROM THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE PURPOSES OF UPDATING THE CONSTRUCTION PLANS FOR THE BALDWIN CREEK, SOUTH 9TH COMPLETE STREETS PROJECT AWARDED AS CD23513

WITNESSETH

WHEREAS, the governing body for City of Lander was awarded a Transportation Alternatives Program (TAP) grant in 2023 known as CD23513 to assist in funding this project;

WHEREAS, the governing body for City of Lander was also awarded an APRA grant in 2023 for the same project;

WHEREAS, the Transportation Alternatives Program (TAP) requires that federal funding criteria be met for their portion of the project deliverables, and City of Lander agrees to ensure satisfaction of all requirements;

WHEREAS, City of Lander acknowledges that WYDOT had requested an updated project description from the original award to accommodate project changes when the two funding sources were combined into one set of plans;

WHEREAS, the governing body for City of Lander agrees to set aside a minimum of \$118,875.00 from the 1% optional tax line item in its budget for the required nine and fifty-one hundredths (9.51%) local match on the project;

WHEREAS, the governing body for City of Lander acknowledges the Transportation Alternatives Program (TAP) is funded on a reimbursement basis and all invoices must be 100% paid by City of Lander prior to reimbursement through the Transportation Alternatives Program (TAP). City of Lander acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by City of Lander of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for City of Lander that a Change of Scope is being submitted to WYDOT recognizing that the original funding award of \$1,131,125 in federal Transportation Alternatives Program (TAP) be allowed to remain intact.

BE IT FURTHER RESOLVED, THAT RaJean Strube Fossen and Lance Hopkin are hereby designated as the Project Administrators, of City of Lander to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED AND ADOPTED THIS 12th day of August 2025.

THE CITY OF LANDER
A Municipal Corporation

ATTEST:

By: _____
Missy White, Mayor

Rachelle Fontaine



City of Lander

Job Description

Title:	Police Chief	Grade 14	104,627-163,785
Department:	Police	Effective Date:	6/2021
Division:	Administration FT EXEMPT	Last Revised:	6/2021

In an effort to create organizational clarity, and to empower its employees, the City of Lander has identified ten core competencies that all employees are expected to meet in order to help fulfill the mission of the City. It is expected that employees will meet their responsibilities as detailed below, including observable commitment to the mission of the City and these values.

GENERAL PURPOSE

Performs professional, administrative and managerial duties related to planning, organizing, directing, and coordinating the enforcement of federal, state and local laws as needed to preserve the peace and protect citizen rights and property.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the Mayor & City Council. **Police Chief is an appointed position subject to Lander Municipal Code 12-2-3 and W.S. 15-3-204.**

SUPERVISION EXERCISED

Provides ~~general~~ supervision to all **police** department-personnel directly or through subordinate supervisors. **Provides direct supervision including but not limited to timecard approval, scheduling, vacation and sick leave approval, employee evaluations for Captain and or Sergeant positions.**

ESSENTIAL FUNCTIONS

Recommends and implements department policies and procedures consistent with executive and legislative directives from the mayor and city council; **exercises discretion and independent judgment** and develops organizational structures including lines of authority, responsibility and communication in order to carry out the policies and goals for city law enforcement; revises organizational structure as required; makes recommendations affecting the creation of city ordinance addressing public safety issues.

Plans law enforcement programs and implements strategies in order to better carry out policies and goals; reviews department performance and effectiveness and formulates action to upgrade a departmental efficiency and capability as needed; searches funding alternatives and writes applications for grants.

Directs the preparation and administration of departmental budgets; reviews large budget expenditures; approves all ordering, supplying and billing; verifies costs incurred by the department; insures payrolls are submitted promptly and accurately.

Supervises personnel functions of the department; directs the supervision of department personnel; assures adequate shift scheduling; maintains personal file of department personnel; establishes policies for hiring and firing; conducts interviews; evaluates employee performance; makes decisions affecting employee selection, retention, advancement, discipline and

termination; writes and/or reviews letters of recommendation or reprimand; handles grievances and disciplinary matters related to work assignments, interpersonal relationships, officer conduct and general behavior; evaluates and assures delivery of necessary training needed by the department; handles, reviews and takes corrective action on police liability issues and citizen complaints.

Prepares and submits periodic reports to mayor and city council and the federal and state officials regarding departmental activity; prepares a variety of other reports as appropriate; assists in developing and making recommendations for traffic planning for installation of traffic control devices.

Meets with elected and/or appointed officials, other law enforcement agencies, community and business representatives and the public in all aspects of city law enforcement activities; assumes responsibility for departmental public relations.

Attends various state, local, task force, interagency, legal-update, and other meetings to maintain an effective networking system and provide coordination within the law enforcement agencies and other departments; coordinates and conducts departmental meetings; attends conferences and meetings to keep abreast of current trends in law enforcement.

Participates in, directs, and coordinates emergency actions, criminal investigations, traffic enforcement, and other enforcement activities as required; assumes incident command as officer in charge (OIC); supervises and monitors the maintenance of police record keeping system; monitors reports; reviews and assists with daily criminal case logs; recommends course of action and investigative case strategies.

Directs maintenance and safekeeping of physical evidence, stolen property, abandoned property and other items falling under custody of city police department; controls and oversees city equipment and property assigned to the police department.

Coordinates with Human Resources concerning law enforcement employee personnel Files, policies, discipline actions, hiring, firing, advancement and promotion.

Performs related duties as required.

CORE COMPETENCIES

- **Adaptability:** Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Changes approach/method to best fit the situation/work assignment.
- **Communication:** Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- **Cooperation:** Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- **Customer Service:** Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.

- Dependability: Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- Initiative: Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- Job Knowledge: Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.
- Judgment: Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- Planning & Organization: Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.
- Quality: Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

MINIMUM QUALIFICATIONS

1. Education and Experience:

- A. Graduation from a college or university with a bachelor's degree in police science, criminology or some other related field; AND
- B. Ten (10) years of progressively responsible law enforcement experience; three (3) years of which must have been in a supervisory capacity; OR
- C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

Thorough knowledge of law enforcement principles, methods and techniques; legal and political environment associated with police administration; federal, state, county and city ordinances; principles of law enforcement administration; investigative procedures and practices; legal liabilities associated with arrest and law enforcement; police tactics, negotiations, resources, command structure and use of force; court room procedures and laws of evidence; principles of effective supervision and employee motivation, interpersonal communication skills and public relations; budgetary practices and procedures and fiscal management; local geography, road systems, and boundaries; standard first-aid administration. Working knowledge of English, grammar and technical writing skills. Some knowledge of principles of psychology and sociology.

Skill in the proper use and care of firearms and familiar with the operation of other special police equipment; the management of sensitive law enforcement issues and interdepartmental conflicts; basic CPR, First Aid and emergency response driving.

Ability to administer and supervise city-wide comprehensive law enforcement program; exercise sound judgment in evaluating situations, and in making decisions in emergency situations; assure compliance with and follow safety practices and procedures common to

law enforcement work; operate a personal computer and various programs, such as Microsoft Word, Excel, Spillman law enforcement software, etc.; communicate effectively verbally and in writing; establish and maintain effective working relationships with elected and appointed officials, other law enforcement agencies, service and community organization, private businesses and the public.

3. Special Qualifications:

Must possess a valid Wyoming driver's license. Must be P.O.S.T. certified professional police officer and must maintain certification by attending a minimum of 40 hours of specialized training every two years.

4. Work Environment:

~~Tasks require a variety of physical activities generally involving muscular strain such as walking, standing, stooping, sitting and reaching. Talking, hearing and seeing required to perform daily functions. Mental application utilizes memory for details, emotional stability and discriminating thinking and creative problem solving. Frequent travel required in course of performing portions of job functions.~~

The Chief of Police operates in a dynamic and multifaceted environment that includes both administrative and field settings. The position involves frequent interactions with elected officials, law enforcement personnel, and members of the public, requiring a high degree of professionalism, discretion, and situational awareness. Work is performed in office settings, patrol units, community locations, and occasionally in high-stress or hazardous conditions.

Duties may require extended periods of sitting or standing, as well as physical activities such as driving, walking, reaching, stooping, or lifting light objects. Vision, hearing, and verbal communication skills are essential for daily functions. The role demands strong mental acuity, emotional resilience, and the ability to manage sensitive or complex issues under pressure. Frequent travel within and outside the city may be necessary for meetings, training, and law enforcement coordination.

This position may require availability during evenings, weekends, holidays, and emergencies. The Chief is expected to respond promptly to critical incidents and serve as the department's lead representative in both routine and crisis situations.

DRIVING REQUIREMENTS:

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

SUPPLEMENTAL INFORMATION

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

Employment with the City of Lander is contingent upon successful background screening, driving record and pre-employment, an annual FMCSA Clearinghouse Query for CDL holders, and a pre-employment drug test. Employees that perform safety-sensitive tasks are subject to pre-employment and/or continued random drug testing. These tasks include but are not limited to: Emergency response/rescue, working with hazardous materials and chemicals and solid or liquid waste, operating, or maintaining water and wastewater systems, driving for the City of Lander, operating power-driven equipment or machinery, working with or around children.

If you have questions regarding the background screen, pre-employment, or random drug test, please contact the Human Resource Director at (307) 332-2870 X-7 before accepting the job offer.

GUIDELINES

Employees are required to follow the City’s established guidelines of the City including, but not limited to, the employee handbook, safety policies and procedures, and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application.

The City of Lander is an at-will employer.

I have read this job description and understand my job duties and responsibilities. I can perform the essential functions as outlined with or without accommodations. I understand that my job description may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

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

Employee’s Name (Printed)

Employee’s Signature

Date

RESOLUTION 1366

A RESOLUTION AMENDING THE JOB DESCRIPTIONS FOR ASSISTANT
PUBLIC WORKS DIRECTOR AND POLICE CHIEF

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

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

WHEREAS, the Governing Body wishes to amend the job descriptions for Assistant Public Works Director and Police Chief.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Lander that the job descriptions for the Assistant Public Works Director and Police Chief, as attached hereto and incorporated herein, are hereby amended.

PASSED, APPROVED AND ADOPTED the 12th day of August, 2025.

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 Governing Body of the City of Lander at a regular meeting held on August 12, 2025 and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

City of Lander

Job Description

Title: Assistant Public Works Director	Grade: 12 \$69,250-107,888
Department: Public Works	Effective Date: 2/05/2022
Division: Administration FT NON-EXEMPT	Last Revised: 12/9/2022

GENERAL PURPOSE

Under direction from the Public Works Director directs, supervises, and coordinates all phases of city-wide public works operations and employees.

SUPERVISION RECEIVED

Works under the guidance and direction of the Public Works Director.

SUPERVISION EXERCISED

Provides supervision and direction to the Building Inspector and other departmental employees as assigned.

ESSENTIAL FUNCTIONS

- Serves as Acting Public Works Director in the absence of the Director.
- Supervises and coordinates Building Inspector and Department, including overseeing permitting and inspections.
- Supervises, reviews and approves timecards, approves vacation and sick leave requests for public works employees and the Airport and Fire Hall Facilities Manager.
- Performs employee evaluations.
- Reviews and approves employee purchase orders.
- Participates in recommendations for hiring, firing, advancement, and promotion.
- Attends staff, City Council Meetings, and other meetings as required.
- Assists and participates in development and implementation of goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures.
- Assists and participates in the development and administration of the annual budget and capital improvement plan; forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
- Supervises, coordinates, and inspects projects related to all aspects of Public Works.
- Assists in the selection, training, motivation, and evaluation of Public Works personnel; provide or coordinate staffing and safety training; works with employees to correct deficiencies; implements and maintains discipline and termination procedures.
- Supervises, monitors and enforces safety practices.
- Provides citizens with information over the telephone and in-person; responds to and resolves citizens' complaints,
- Supervises, plans, directs, coordinates, inspects, and reviews the construction management and the work plan for staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

- Contributes to a positive group environment by complying with all safety policies, practices, and procedures, and reporting all unsafe activities to Director and/or supervisors; Participates in initiative-taking team efforts to achieve departmental and City-wide goals; assisting other co-workers on special projects as required and providing leadership to others through example and by sharing knowledge and skills.
- Performs other duties as assigned or required.

CORE COMPETENCIES

- Adaptability: Adapts to changes in work environment, procedures, and assignments; Manages competing demands; Accepts criticism and feedback; Change's approach/method to best fit the situation/work assignment.
- Communication: Expresses ideas and thoughts both verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.
- Cooperation: Establishes and maintains effective relations; Displays positive outlook and pleasant manner; Exhibits tact and consideration; Offers assistance and support to co-workers; Works cooperatively with supervisor and co-workers.
- Customer Service: Displays courtesy and sensitivity; Manages difficult / emotional customer situations; Responds promptly to customer needs; Meets commitments; Solicits customer feedback to improve service.
- Dependability: Consistently reports to work on time ready to begin work; Responds promptly to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- Initiative: Volunteers readily; Seeks increased responsibility; Identifies opportunities to improve systems & procedures; Asks for help when needed.
- Job Knowledge: Competent and knowledgeable in key result areas; Exhibits ability to learn and apply new skills; Requires minimal supervision; Displays understanding of how job relates to others.
- Judgment: Displays a willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision making process; Makes timely decisions.
- Planning & Organization: Prioritizes and plans work activities; Uses time efficiently; Plans and uses available resources; Works in an organized manner.
- Quality: Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

KNOWLEDGE:

- Principles and practices of project management in a government environment.
- Fundamentals of civil engineering and project planning.

- Methods and techniques of the design, construction, and maintenance of public works infrastructure, including sewer, road, and street construction, collection, and delivery of culinary and wastewater systems.
- Regulations and laws, including but not limited to those regulations concerning DEQ and EPA.
- Principles and practices of cost accounting, budgeting, personnel administration, and strategic planning.

SKILLS AND ABILITIES:

- Analyzing Public Works issues, evaluating alternatives, and making logical recommendations based on findings.
- Inspecting designs, details, estimates, plans, and specifications.
- Analyzing and evaluating technical engineering data and documentation.
- Analyzing needs and prioritizing projects to meet the needs.
- Developing and implementing long-range plans and procedures for cost-effective management of allocated resources.
- Assessing and prioritizing multiple tasks, projects and demands.
- Effectively managing and leading staff and delegating tasks and authority.
- Creating a work environment that fosters teamwork, creativity, and ethical standards.
- Operating a personal computer utilizing a variety of software applications and other office equipment.
- Establishing and maintaining effective working relationships with public officials, outside agencies, and the public.
- Effectively communicating verbally (in-person, telephone, and radio) and in writing.
- Concentrating and paying close attention to detail and the ability to manage multiple concurrent activities.
- Teaching, presenting, and communicating concepts and principles of asset management to Public Works staff with a wide and diverse backgrounds and skill set.

MINIMUM QUALIFICATIONS:

- Bachelor's Degree in Engineering, Public Administration, or related field is required.
- **Four (4) years' experience in managing Public Works projects, including 2 years supervisory experience, OR**
- **Equivalent combination of education and experience.**
- Must obtain ICC Residential Building Inspector certification and ICC Commercial Building Inspector certification within one year of date of hire.
- Must have a valid driver's license with an acceptable driving record.

WORK ENVIRONMENT & PHYSICAL REQUIREMENTS

Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, not generally involving muscular strain, related to walking, standing, stooping, sitting, reaching. Occasionally lifts 50 lbs. Essential functions require talking, hearing, and seeing. Common eye, hand, finger dexterity exists. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking, and creative problem-solving. Periodic travel is required in the normal course of job performance. Occasionally works in outdoor

weather conditions. May be subject to common noises associated with office work including telephone and printers, as well as loud noises associated with traffic and heavy equipment.

DRIVING REQUIREMENTS:

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

SUPPLEMENTAL INFORMATION

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

Employment with the City of Lander is contingent upon successful background screening, driving record and pre-employment, an annual FMCSA Clearinghouse Query for CDL holders, and a pre-employment drug test. Employees that perform safety-sensitive tasks are subject to pre-employment and/or continued random drug testing. These tasks include but are not limited to: Emergency response/rescue, working with hazardous materials and chemicals and solid or liquid waste, operating, or maintaining water and wastewater systems, driving for the City of Lander, operating power-driven equipment or machinery, working with or around children.

If you have questions regarding the background screen, pre-employment, or random drug test, please contact the Human Resource Director at (307) 332-2870 X-7 before accepting the job offer.

GUIDELINES

Employees are required to follow the City’s established guidelines of the City including, but not limited to, the employee handbook, safety policies and procedures, and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application.

The City of Lander is an at-will employer.

I have read this job description and understand my job duties and responsibilities. I can perform the essential functions as outlined with or without accommodations. I understand that my job description may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description.

Employee’s Name (Printed)

Employee's Signature

Date

Advertising Agreement

Account City of Lander

Related to Modified Community Partnership 2025/26

Start Date Aug 1, 2025

Consultant Teri Caldwell-Udell

Reference # 594111000055116005

Approved by:
Anne Even
aeven@landerwyoming.org

Description
Modified Community Partnership

Up to 3 Sponsored Post Per Month

+ 6 Job Listing's Per Year, and any additional job listing's @ \$200.00 per Job Listing

Sponsored post and Job listings must come ready to post with a photo included.

5K Per Year

Item & Description	List Price	Qty	Discount	Amount
Community Partnership - Custom Plan	\$ 5,000.00	1	\$ 0.00	\$ 5,000.00
Modified Community Partnership				
Up to 3 Sponsored Post Per Month				
+ 6 Job Listing's Per Year, and any additional job listing's @ \$200.00 per Job Listing				
Sponsored post and Job listings must come ready to post with a photo included.				
5K Per Year				
Sub Total				\$ 5,000.00
Paid Amount				\$ 5,000.00
Grand Total				\$ 5,000.00
THIS IS NOT AN INVOICE				
Invoice will be emailed to contact above unless otherwise stated				

Terms & Conditions

1. Community Partner

Advertiser will receive an inventory of the above mentioned number of credits to be used during the term of this agreement for products and services offered by County 10. Descriptions of various products and services and the

- b. Monthly Social Media Content Ideas and Templates
- c. Exclusive Brand Page on county10.com
- d. Free Job Listings on the County 10 Jobs Board
- e. Automatic 10% off any products and services not available for use with credits
- f. Dedicated Account Manager

Section 12, Item G.

2. Term

The term of this Agreement shall commence on the agreement date listed above and shall continue for the term of one year, unless otherwise stated above in this agreement, after which this agreement will continue Month-to-Month until terminated or renewed.

2. Termination

Either party may terminate this agreement with written notice to the other party. If Advertiser terminates this contract before the end of the term or elects not to renew the contract, unused credits may be used within a 3 month period following the termination of contract.

3. Changes to Plan and Purchase of Additional Credits

Plans may be upgraded at any time during the contract. Both parties must agree, in writing, to the change in balance of credits and invoicing schedule prior to the upgrade. Plans may not be downgraded during the term of the contract. Additional credits are available to Community Partners, and may be purchased during the term of this agreement for \$275 each

4. Payment Plan

County 10 will provide an invoice on the First of the Month following execution of this agreement with regular installments due each month following or according to the Payment Plan established above. Payments are non-refundable; except in County 10 advertising credit. Failure to pay will result in termination of services after 90 days and submission to Collections after 120 days with no payment.

5. Ownership of Work

All completed work product shall be owned by Client. Kairos Communications may keep a copy of work product prepared for Client. All fees, services, documents, recommendations, and reports are confidential. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Kairos Communications for inclusion on the website or in advertising above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Atmosphere Marketing and its subcontractors from any liability or suit arising from the use of such elements.

6. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

7. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this Advertising Agreement as of the date signed.

Approval Signature

Community Partnership Credits

A credit in the Community Partner Program is worth between \$250 and \$275, depending on your plan. Local Advertising Products and many services may be mixed and matched through the contract period to give maximum flexibility in marketing tactics. Products not available for use with credits are available for a minimum 10% off regular price.

Products available for use with credits*

Sponsored Post (Client Created).....	1 Credit
Sponsored Post Content Creation.....	1 Credit
50k+ Impressions (no cap) Display Advertising.....	1 Credit
Block of 42 :30 Radio Spots.....	1 Credit
Radio Show Sponsorship (per Month).....	1 Credit
2 Hour Live Remote.....	2 Credits
Sponsored Series (Annual commitment).....	30 Credits
Client Asset Video Creation.....	1 Credit
Graphic Design (2 designs, one at a time).....	1 Credit
Local Lead Generation Campaign.....	Custom, 2 Credit Min
Audience Engagement Contest.....	Custom
Branding Quizzes.....	Custom
Event Live Streaming.....	Custom, 2 Credit Min
Photography/Videography/Drone Shots.....	1 Credit per Hour
Custom Campaign Development.....	Custom
Custom Campaign Events.....	Custom

Products not available for credit use (10% min discount)*

Printing, SWAG, Social Media Management, Website Design & Services, Web Presence & Client Experience Tools, Organic SEO, Targeted Digital Ads, Social Ads, Email Marketing

*Product offerings subject to change, may not be a comprehensive list.

BID TABULATION

2025 AWD DODGE DURANGO PURSUIT VEHICLES (2)			City of Lander Bid #E0525	BID OPENING DATE: July 9, 2025, 2PM. Lander City Hall, 240 Lincoln Street, Lander WY
BIDDER		Resident Bidder WS 16-6-101	WS 15-1-113 5% BID BOND or Cashiers check	BASE BID
Fremont Motors	Lander, WY	yes	not required	43,622 each
Sheridan Motors	Sheridan, WY	yes	not required	42,909 each
Nelson Auto Center, Inc.	Fergus Falls, MN	No	not required	43,618 each -

INVITATION TO BID
CITY OF LANDER, WYOMING
LANDER, WY 82520
PHONE: (307) 332 2870

BID NUMBER: E0525 CONTACT: Interim Chief Waugh OPEN DATE: July 9, 2025 BID TIME: 2:00 PM BID LOCATION: City Hall, 240 Lincoln Street, Lander WY 82520	The City of Lander is a political subdivision of the State of Wyoming and is a tax-exempt entity.
Sealed bids will be received in the above City office until the date and time set for opening, for the items shown below. If awarded this bid, the undersigned bidder agrees to furnish the proposed goods and/or services at the prices stated below in accordance with the General Provisions, Special Provisions, and other applicable bidding documents including specifications.	

The City of Lander will receive sealed bids for up to two (2) 2025 or (2) 2026 AWD Dodge Durango Pursuit Vehicles for the City of Lander, FOB destination City of Lander Maintenance Shop, 1390 Buena Vista Drive, Lander, WY, in accordance with the attached specifications. The City reserves the right to evaluate variations from the specifications and to award the bid that best meets its needs at the least cost.

The model submitted may be an approved equal, with written approval of the City of Lander. Any vendors wishing to submit a substitute model **MUST** provide product documentation and any bid exceptions two weeks before the bid opening. The City of Lander will publish a written listing of any allowed substitute/equivalent models via an Addendum. **ALL** substitution requests and bid exceptions shall be submitted via email to the Interim Chief Waugh at kwaugh@landerwyoming.org no later than **June 30, 2025 at 2:00 PM**. The City of Lander **WILL NOT** consider any substitution requests or bid exceptions that are not pre-approved.

ITEM DESCRIPTION: (2) 2025 or (2) 2026 AWD DODGE DURANGO PURSUIT VEHICLE

Bidder to specify Make/Model/Year of vehicle: 2026 DODGE DURANGO

(Each) \$ 42,909⁰⁰

(Total/Qty 2) \$ 85,818⁰⁰

Please state delivery time frame: 90-120 AppX # DAYS ARO

Bidders shall be required to accompany each bid with a bid bond or if the bid is one hundred fifty thousand dollars (\$150,000.00) or less, any other form of bid guarantee approved by the city, equal to at least five percent (5%) of the total bid amount, with sufficient surety and payable to the city. Bidders shall not be required to accompany a bid with a bid bond or other form of bid guarantee if the bid is for the purchase or lease of a new automobile or truck that costs less than one hundred thousand dollars (\$100,000.00). (see paragraph 14 of the General Provisions attached). If claiming to be a resident bidder, please attach a copy of your "State of Wyoming Certificate of Residency Status".

The undersigned bidder certifies that the firm submitting this bid is [] is not [] a Wyoming resident bidder as defined by Wyoming Statute §16-6-101.

The undersigned bidder certifies that the bidder's vehicles comply with and meet the specification requirements for Bid Number E0525 as set forth in the DODGE DURANGO PURSUIT VEHICLE AWD SPECIFICATIONS.

Bidder's Name: <u>Sheridan Motors</u>	E-mail: <u>Brett.Osborne@SheridanMotors.com</u>
Bidder's Address <u>3270 Wrench Drive</u>	City: <u>Sheridan</u> St. <u>WY</u> Zip <u>82801</u>
<u>Sheridan WY 82801</u>	Fax:
Phone: <u>307-678-3411</u>	Title: <u>Fleet Manager</u>
Signature: <u>[Signature]</u>	<u>307-262-1235 Direct</u>
<u>Brett Osborne</u>	

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GENERAL PROVISIONS

1. Bidders failing to use the bid form provided by the City will be disqualified. Only one copy of the bid is required. Alternate bids will not be considered unless the alternate was previously approved by the City. The bid proposal shall not contain any recapitulation by the bidder of the work to be done or items to be furnished in an attempt to condition the bid. Any such recapitulation will not be deemed to vary any of the provisions of the Invitation to Bid. Any deviation from the specifications shall be clearly indicated by the bidder. Bids must be signed in the space provided on the face of the bid. The signature shall be that of a person authorized to bind the company in a legal contract. Unsigned bids will not be considered.
2. Bids may not be withdrawn for 45 days after the bid opening. Bids may be revised prior to opening in writing, signed by an authorized representative of the company; or fax or email prior to the bid opening and followed with proper written confirmation received by the City within three calendar days thereafter. No bid may be revised after the opening.
3. Bids will be publicly opened and read at the time and place advertised for the opening of the bid, as shown on the "Invitation to Bid". Written addenda will be issued to all bidders of record in the event any changes are made to the bidding documents or if the bid opening date or time is revised. Requests for bid clarification shall be made no later than ten (10) days prior to the opening date. The City's response will be provided to all bidders of record. No bid received after the opening time has arrived will be considered. Late bids will be returned unopened. It is the sole responsibility of the bidder to ensure that bids arrive by the date and time specified. The bid shall be submitted in a sealed envelope that shows the bid number or name of the item or service being bid, and the date and time of opening to ensure against premature opening of the bid. Faxed or emailed bids will not be accepted. If the City of Lander City Hall is closed for any reason at the date and time scheduled for bid opening, the bid opening will automatically be rescheduled for the same time on the next working day that City Hall is officially open.
4. The award will be made to the qualified, responsible Wyoming resident bidder submitting the lowest responsive bid if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. Bidders are required to indicate their residency status in the space provided on the face of the bid. If the bidder is a resident bidder, they may be asked to provide a copy of the "State of Wyoming Certificate of Residency Status". The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved. The basis for the award will be on total bid unless stated otherwise, and will include, where applicable, trade-in allowances, discounts, and other factors that may be indicated in the "Invitation to Bid". Prompt payment discounts of less than 20 days will not be considered in the award; otherwise, terms are net 30 days. In all cases where trades are shown on the "Invitation to Bid", the City reserves the right to trade or not to trade as deemed in its best interest. Trade-ins are "As Is-Where Is". If the City elects not to trade, the award will be based as stated above, without taking the trade(s) into consideration for the total bid amount. The City reserves the right to reject any or all bids and to waive any formality or technicality in any proposal in the interest of the City. Unit prices shall reflect all costs relative to furnishing the item, for if the accepted bid exceeds budgeted funds, the City may decrease or delete items; or if funds are available and additional quantities are needed, the City may increase quantities as necessary. The basis of payment will be for actual

quantities ordered and received. If applicable to this Invitation to Bid, a formal contract may not be executed, but rather, a purchase order will be issued to the successful bidder for the goods or services to be purchased as a result of this invitation to bid. **The City reserves the right to reject the item(s) delivered, if the item does not meet the specifications provided by the City and the item(s) can't be fixed. The City will not accept the item(s), and the bidder will forfeit their bid bond.**

5. When an item requested in the bid is identified by a brand name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless his bid proposal so indicates and he has obtained prior approval from the City for the item. The reference to the brand name, trade name, or catalog number is intended to be descriptive but not restrictive and only to indicate to the bidder articles that will be satisfactory. Bid for other brands, makes, etc., will be considered provided the bidder clearly states on their proposal exactly what they are proposing to furnish, and has submitted to the City at least **ten (10)** days prior to the bid opening date, illustrations, specifications, or other descriptive matter which clearly indicates the character of the article(s) to be covered by this bid, and has obtained the prior approval of the City for the proposed "equal". The City reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes which contains major or minor variations from specifications or other requirements, but which may comply substantially therewith. Wyoming materials and products of equal quality and desirability shall have preference over materials and products produced outside the state.
6. All items proposed shall be new and the manufacturer's current model unless the City specifically requests or addresses used or demo products in the specifications. The City reserves the right to call for demonstration of products or services at no cost to the City prior to award of the bid.
7. All bid prices shall be quoted F.O.B. to the applicable City Department, Lander, Wyoming unless the City specifically states otherwise elsewhere in the bidding documents.
8. All applicable federal, state, and City laws, ordinances, or regulations shall apply to products or services purchased as a result of this bid. The provisions of Wyoming Statute § 15-1-113, incorporated herein by reference are an express part of these bidding documents. All bid and contract documents shall be interpreted and construed according to the laws of the state of Wyoming.
9. The bidder shall state warranty on labor and materials in months, years, hours, miles, etc., as applicable. The bidder shall assume all costs of all labor, materials, per diem, freight, transportation, and any other items incidental to warranty maintenance or repairs.
10. The bidder shall comply fully with all requirements of the Equal Employment Opportunity Commission (EEOC) and the Americans with Disabilities Act (ADA) in the same manner as is expected from the City of Lander. If the bidder or the bidder's employees or subcontractors are found in violation of these requirements, any order placed as a result of this bid may be canceled. The bidder shall be responsible for all such noncompliant action and shall defend, hold harmless, and indemnify the City of Lander therefrom.

11. All parties to this bid and to any order or agreement resulting from this bid assure that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of the requirements of this bid on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy, qualifying disability, sexual orientation, or gender identity. The bidder agrees to include the language of this paragraph in all agreements associated or connected in any way with the furnishing of products or services as a result of this bid.
12. In submitting a bid for this project, the bidder agrees if awarded the bid, to defend, hold harmless, and indemnify the City, its officials, employees, and authorized volunteers against any claims and costs, including attorney's fees, arising during or resulting from the successful bidder's performance of any work or furnishing any product, and shall carry such liability insurance as necessary to achieve this objective. The successful bidder acknowledges its understanding of this paragraph and realizes it may have a financial responsibility to the City hereunder. The City does not waive any applicable defenses and expressly reserves the right to invoke governmental immunity pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101, et seq. for any claim arising out of the performance of this work.
13. Parts of these General Provisions may be supplemented or superseded by specific requirements of the Invitation to Bid, Specifications, or Special Provisions.
14. Bidders shall be required to accompany each bid with a bid bond or if the bid is one hundred fifty thousand dollars (\$150,000.00) or less, any other form of bid guarantee approved by the city, town or joint powers board, equal to at least five percent (5%) of the total bid amount, with sufficient surety and payable to the city. Bidders shall not be required to accompany a bid with a bid bond or other form of bid guarantee if the bid is for the purchase or lease of a new automobile or truck that costs less than one hundred thousand dollars (\$100,000.00). The 5% bid guarantee may be in the form of a bid bond secured by a surety or guaranty company authorized to do business in the State of Wyoming. Cashiers' checks, cash deposits, personal checks or company checks (unless certified) will not be accepted. In the event Trade-Ins are shown on the "Invitation to Bid," the bid guarantee shall include the total value of the Bid amount, including the value of Trade-Ins. For example, if the Bid amount includes \$50,000 in equipment and \$10,000 in Trade-Ins, the bid guarantee would be \$3,000 ($5\% \times (\$50,000 + \$10,000)$). The bid guarantee will ensure that the bidder will not withdraw his bid within 45 days after the bid opening and that he will execute the contract and furnish such bonds, insurance certificates, and other documents; as required in the Bidding Documents; and in the event of the bidder's failure thereof, the bidder shall be liable to the City on account of the default for the amount of the bid guarantee as liquidated damages in accordance with Wyoming Statute § 15-1-113. The bid guarantee of unsuccessful bidders will be returned promptly.

LIQUIDATED DAMAGES

Unavoidable Delays:

A delay in the delivery of one or more items due under this Contract shall be deemed to be unavoidable if the delay: (1) was not reasonably expected to occur in connection with, or during, the Contractor's performance; and (2) was not caused by the Contractor's negligence or intentional misconduct.

Notification of Delay:

The Contractor shall provide immediate verbal or electronic notification to the City when the Contractor becomes aware of any event or circumstance that will delay the delivery of any item or items due under this Contract. The Contractor shall also provide written notice to the City no later than five (5) calendar days after the verbal or electronic notice. The written notice shall include complete and detailed information relating to the events and circumstances causing the delay and the anticipated duration of the delay.

It is understood by the City of Lander that a certain manufacturer's model of equipment may not meet every specification stated herein. All variances must be expressly stated and each variance shall be evaluated based on the preferences of the City of Lander. Any variance from these specifications may be accepted or rejected at the City of Lander's sole discretion.

Request for Extension:

If the Contractor wishes to seek an extension of time for the delivery of one or more items due under the Contract, the Contractor shall supply any information to the City so that they can determine whether the delay is truly unavoidable. The City will examine the request and supporting information supplied by the Contractor to determine whether the Contractor is entitled to an extension, and if so, the duration of such extension. The City may grant an extension of time if consistent with the mutual duties of the City of Lander and the Contractor to engage in good faith and fair dealing. The City will notify the Contractor of this determination in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to reimbursement for damages, compensation, loss of profits, or any other expenses that may be incurred by the Contractor due to delays in the delivery of one or more items due under this Contract.

Liquidated Damages:

If the delivery of any item is delayed and the delay is not unavoidable, the Contracting Officer may assess as liquidated damages a sum equal to a tenth of a percent (10%) of the per item price per calendar day or \$30.00 per item per calendar day, whichever is greater. These damages shall be deducted from any money due, or which may thereafter become due the Contractor under this Contract. **NOTE: Refusal to pay Liquidated Damages will void the bid.**

1. Exterior Color: White Knuckle Clear-Coat Exterior Paint
2. Interior Color: Black Interior Color
3. Interior Style: Cloth Front Bucket Seats with Vinyl Rear Seat
4. Engine, 3.6L V6 24V VVT Pentastar Engine with Stop/Start
5. Transmission 8-Speed Automatic 850RE Transmission.
6. All Wheel Drive.
7. Instrument Panel Mounted Electronic Shifter
8. Upfitter Electronic Module (VSIM)
9. Police ABS 4-Wheel Heavy-Duty Disc Brakes
10. Police Tuned Suspension
11. Engine Hour Meter
12. Equipment Mounting Bracket
13. Police Floor Console
14. Black Vinyl Floor Covering
15. 130-MPH Maximum Speed Calibration.
16. Auxiliary Switches.
17. Advanced Multistage Front Air Bags, Supplemental Side-Curtain All-Rows Air Bags, Supplemental Front Seat-Mounted Side Air Bags.
18. ParkView® Rear Back-Up Camera
19. ParkSense® Rear Park-Assist with Stop Blind-Spot and Cross-Path Detection
20. 4-Wheel Traction Control
21. Class IV Receiver-Hitch
22. Electronic Stability Control
23. 24.6-Gallon Fuel Tank
24. Remote Keyless-Entry Push-Button Start
25. 220-Amp Alternator
26. Black left LED Spot Lamp
27. Uconnect® 4 with 8.4-inch Touch Screen Display AppleCarPlay®, Google Android Auto™ AND SiriusXM® Capable
28. Integrated Voice Command
29. Steering Wheel Mounted Audio Controls
30. 8-Way Power Driver and Manual Passenger Seats 4-Way Power Lumbar Adjustable Driver Seat
31. Air Conditioning with 3-Zone Automatic Temp Control
32. Tilt / Telescope Steering-column

- 33. Tire Pressure Monitoring Display
- 34. 18-inch x 8.0-inch Black Steel Wheels W/ Bright Hub Caps
- 35. 255/60R18 BSW On/Off Road Tires
- 36. Full-size spare tire with Matching Wheel
- 37. Heated Mirrors with fold
- 38. Rear Window Wiper/ Washer
- 39. Skid-Plate Group -Fuel Tank Skid Plate, Transfer Case Skid Plate, Suspension Skid Plate, Underbody Skid Plate.
- 40. Power Liftgate
- 41. Security Alarm
- 42. Four Key Fobs
- 43. Secure Park Package
- 44. Enhanced Accident Response System.
- 45. Hill Start Assist
- 46. Power Train Warranty - 60,000 Mile Powertrain Warranty
- 47. Bumper to Bumper Warranty – 3 Years or 36,000 MILE

Yes on ALL



STATE OF WYOMING

CERTIFICATE OF RESIDENCY

Contractor Number: 1297

SHERIDAN MOTORS, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.
GRANTED THIS 2nd DAY OF AUGUST TWO THOUSAND AND 24

A handwritten signature in black ink, appearing to read "Michele Johnson", written over a horizontal line.

Michele Johnson, Program Manager

EXPIRATION DATE: 8/1/2025

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 0108202435

Notice of Award

Date: August 13, 2025, 2025

Project: (2) 2025 or (2) 2026 Dodge Durango AWD Pursuit Vehicles	
Owner: City of Lander	Owner's Contract No.: E0525
Contract: (2(2) 2025 or (2) 2026 Dodge Durango AWD Pursuit Vehicles	Engineer's Project No.: N/A
Bidder: Sheridan Motors	
Bidder's Address: 3270 Wrench Drive, Sheridan, WY 82801	

You are notified that your Bid dated 07/07/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **(2) 2026 Dodge Durango AWD Pursuit Vehicles**.

The Contract Price of your Contract is for all vehicles, resulting in the amount totaling \$85,818 for both vehicles (\$42,909 each).

You must comply with the following conditions precedent within [30] days of the date you receive this Notice of Award.

1.

Deliver to the Owner [1] fully executed **(2) 2025 Dodge Durango Pursuit AWD Vehicles** Purchase Agreement.
2.

Follow and abide by all terms and conditions set forth in the Invitation to Bid, Bid Form with attached General Provisions, and Specifications Bid Number E0225, and Purchase Agreement.
3.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lander, WY

Owner

By:

Authorized Signature

Title

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(2) 2025 or (2) 2026- AWD DODGE DURAGO **PURSUIT VEHICLES** **PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into this 13th day of August, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Sheridan Motors, whose address is 3270 Wrench Drive, Sheridan, WY 82801, hereinafter referred to as “Bidder”.

RECITALS

WHEREAS, the City advertised an Invitation to Bid for two (2) 2025 OR TWO (2) 2026 AWD Dodge Durango Pursuit Vehicles as set forth in Bid Number E0525,

WHEREAS, the Bidder submitted a completed and signed Invitation to Bid, Bid Form Number E0525 including the attached General Provisions and Specifications, dated July 7, 2025; and,

WHEREAS, the City authorized a Notice of Bid Award #E0525 for two (2) 2026 AWD Dodge Durango Pursuit Vehicles to the low bidder Sheridan Motors in the amount of \$42,909 each \$85,818 for two, based on the completed and signed Invitation to Bid, Bid Form Number E0525 including the attached General Provisions and Specifications; and

WHEREAS, the Bidder agrees to provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0225 including the General Provisions Specifications, according to the terms and conditions set forth in the signed Invitation to Bid, Bid Form Number E0525 including the General Provisions Specifications, dated and this Agreement.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Bidder as follows:

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **DESCRIPTION OF WORK.** The Bidder shall provide the equipment as set forth in their completed and signed Invitation to Bid, Bid Form Number E0525 including the attached Specifications, and a copy of those documents are attached hereto and incorporated herein as the terms and conditions of this Agreement.
3. **TERMS TO BE EXCLUSIVE.** The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as

herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

4. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
5. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming.
6. CORPORATIONS. If this Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Agreement and agree to provide each party with a certified copy of the resolution allowing the same.
7. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
8. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
9. GOVERNMENTAL IMMUNITY. The City does not waive its Governmental Immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this agreement available to it pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
10. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
11. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day
of _____, 2025.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
Missy White, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

BY: _____
Sheridan Motors_