



**CITY OF LANDER
REGULAR CITY COUNCIL MEETING**

**Tuesday, September 26, 2023 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

MINUTES

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

2. APPROVAL OF AGENDA

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

3. COMMUNICATION FROM THE FLOOR

A. Public Comment

Janelle Hahn addressed the Council concerning the solicitation of money from local governments for the shooting complex study. She encouraged the Council to follow the Fremont County Commissioners and protocol for application of funds.

4. UNFINISHED BUSINESS (ACTION ITEMS)

A. Ordinance 2023-3 Second Reading Amending Title 12, Section 12-3-3 Park and Recreation to Allow for Regulation of All Parks through Adopted Individual Park Rules

Motion made by Councilmember White to approve the second reading of Ordinance 2023-3 Amending Title 12, Section 12-3-3 Park and Recreation to Allow for Regulation of All Parks through Adopted Individual Park Rules, Seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

5. EXECUTIVE SESSION

A. Potential Litigation

Motion made by Councilmember Larsen to enter Executive Session at 6:08 P.M., Seconded by Councilmember D Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

Motion made by Councilmember J Hahn to exit Executive Session at 6:21 P.M., Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.

6. NEW BUSINESS (ACTION ITEMS)

A. Approve Representation and Fee Agreement with Adam Phillips for quiet Title Action

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

B. Approve Memorandum of Understanding Between Fremont County Sheriff's Office, The City of Riverton, The City of Lander, The Town of Dubois, and The Shoshoni Police Department for Law Enforcement Extraterritorial Assistance and Activities.

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

7. ADJOURNMENT

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

Being no further business to come before the Council, the meeting was adjourned at 6:26 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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

MEMORANDUM OF UNDERSTANDING
BETWEEN FREMONT COUNTY SHERIFFS' OFFICE, THE CITY OF RIVERTON
THE CITY OF LANDER, THE TOWN OF DUBOIS,
AND THE SHOSHONI POLICE DEPARTMENT
FOR LAW ENFORCEMENT EXTRATERRITORIAL ASSISTANCE AND ACTIVITIES

This Memorandum of Understanding (the "MOU") is entered into on the [] day of [], 2023, by and between Fremont County Sheriff's Office, 450 North 2nd Street, Lander, Wyoming 82520 (the "FCSO"), The City of Riverton, 816 N. Federal Blvd., Riverton, Wyoming 82501, (RPD) the City of Lander, 250 Lincoln Street, Lander, Wyoming 82520, (LPD), The Town of Dubois, 708 Mechem Street, Dubois, Wyoming 82513 (DPD), and the Town of Shoshoni, 214 Idaho Street, Shoshoni, Wyoming 82649, (the "SPD"). The FCSO, RPD, LPD, DPD and the SPD are hereinafter collectively referred to as "Party" or "Parties."

WHEREAS, because responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment capacities of either Party's department, each party hereto has requested the other parties to provide certified peace officers for law enforcement services in their respective jurisdictions in accordance with this MOU and W.S. 7-2-106(b); and

WHEREAS, the geographical boundaries of Parties to this MOU are located in the State of Wyoming, as to enable each party to render assistance to the other parties; and

WHEREAS, the intermixing of municipal and FCSO jurisdictions may cause potential confusion as to the actual jurisdiction of each entity's peace officers; and

WHEREAS, FCSO, RPD, LPD, DPD and SPD desire that officers of the other parties perform law enforcement functions and enforce the state's statutes within the boundaries of the other parties as necessary in the interest of public safety and as authorized under state statute; and

WHEREAS, pursuant to WYO. STAT. § 7-2-106(b), the FCSO, RPD, LPD, DPD and the SPD are authorized to enter into an MOU, to be approved by the respective governing bodies for Fremont County Sheriff's Office, the City of Riverton, Wyoming, the City of Lander, Wyoming, the Town of Dubois, Wyoming and the Town of Shoshoni, Wyoming, for the purpose of providing mutual law enforcement aid and assistance to each of the other parties; and

WHEREAS, WYO. STAT. § 7-2-106(b) authorizes the each of the parties hereto to request temporary assignment of certified peace officers from other Wyoming jurisdictions and to temporarily assign certified peace officers under their command to certain other Wyoming jurisdictions.

NOW, THEREFORE, subject to the limitations of this MOU and the provisions of WYO. STAT. § 7-2-106(e), the Parties agree as follows:

1. Effective Date: Pursuant to WYO. STAT. § 7-2-106(b), this MOU shall not be effective until it is approved by the respective governing bodies for FCSO, RPD, LPD, DPD and SPD and executed by the Parties.

2. Duration: This MOU shall be in full force and effect from the date that this MOU is executed by the Parties and shall remain in effect for a period of time not to exceed one (1) month beyond the current term of office of any participating Sheriff or Chief of Police. Notwithstanding the foregoing, any Party, with or without cause, may terminate this MOU:

(i) upon the giving of forty-five (45) days prior written notice of such termination to the other respective Parties or

(ii) by a written MOU signed and executed by the Parties.

3. Purposes: The purposes of this MOU are to: With Regard to Law Enforcement Extraterritorial Assistance and Activities

(a) Permit any party hereto to assign certified peace officers to any other party hereto for law enforcement services within the jurisdictional boundaries of any other party hereto, as requested by the law enforcement agencies of the Parties referenced in this MOU. No Party has a duty to provide mutual aid law enforcement assistance under this MOU. Each Party has discretionary authority to decide whether to respond to a request for assistance from any other Party and each Party has discretionary authority to determine the nature and extent of its response. In the event a Party agrees to respond to a request from the other Party, the terms and conditions set forth in this MOU shall apply.

(b) Authorize any entity hereto, through its Police Department or Sheriff's Office, to provide general law enforcement services in those geographic areas of jurisdictional boundaries of any other party. For purposes of this MOU, general law enforcement services shall consist of responding to, investigating, and enforcing violations of the Wyoming Criminal Code, other Wyoming Statute, or Municipal Codes that any other entity hereto is authorized to enforce in a manner consistent with the level of performance of peace officers throughout the State of Wyoming. Each party hereto will be authorized to act and otherwise provide general law enforcement services in any situation in which a felony, misdemeanor, crime, other statutory offense or Municipal Code violation has been or is being committed in the officer's presence or respond to any situation where loss of human life or serious injury has occurred or is likely to occur and when such officer is within the geographical boundaries of another entity hereto due to official police duties.

4. Responsibilities of Parties.

(a) Any entity hereto may request assistance of any other entity hereto, to assign certified peace officers under their respective command to perform law enforcement duties within the jurisdiction of the requesting entity. A Party which chooses to respond to a request

for assistance from another Party shall assign certified peace officers who, while so assigned and performing duties, shall be subject to the direction and control the requesting Party's Sheriff or Chief of Police, and shall have full peace officer authority within the requesting Party's jurisdiction during the assignment pursuant to WYO. STAT. §. 7-2-106(b).

(b) In all instances where an officer of one entity is providing general law enforcement services (as defined in Section 3(b), above) in the geographic areas of another entity, the responding entity shall notify the requesting entity of the situations involving felonious crimes and service of search warrants and the requesting entity shall be given the option to retain primary jurisdiction in those incidents. In such instances, the responding officer shall be subject to the direction and control of the requesting entity or designee. Nothing in this subsection (b) or elsewhere in this MOU shall be construed to limit or otherwise affect the investigatory or law enforcement authority of any party hereto.

(c) Any citations written by a municipal officer for violations of any Wyoming State Statute or law in unincorporated areas of Fremont County shall command the alleged violator to appear before the Circuit Court of the Ninth Judicial District, Fremont County, Wyoming. RPD, LPD, DPD or SPD personnel shall be available to appear before the Circuit Court as needed to prosecute each violation. Any citations for misdemeanor offenses written by FCSO or by another party hereto for violations of Wyoming State Statute or a violation of any City or Town Ordinance in a Town or City shall command the alleged violator to appear before the Municipal Court of the entity in whose jurisdiction the offense was committed. Each party hereto shall have full cooperation from the other parties officers, agents and employees so as to facilitate the performance of this MOU. Each Party shall give prompt and due consideration to all requests from the other Parties regarding delivery of general law enforcement services and shall work cooperatively to achieve the service called for herein. Such request may be transmitted in person, by phone, radio, electronic medium, or by a third party. Any reasonable transmittal shall be sufficient to invoke this MOU.

5. Specification of Certified Peace Officers Covered by Assignment: It is mutually understood and agreed that, pursuant to WYO. STAT. § 7-2-106(b), only certified peace officers in good standing may be assigned pursuant to a request for assistance under this MOU.

6. Geographical Boundaries of Territory Covered: Pursuant to WYO. STAT. § 7- 2-106(b), certified peace officers requested by any entity hereto shall perform services within its own municipality or in the jurisdictional boundaries of the requesting agency, except to the extent permitted by WYO. STAT. § 7-2-106(a).

7. Complaints: Complaints arising against any officer or personnel as a result of a cooperative effort under this MOU shall be investigated by the Chief of Police of the responding entity or Sheriff and notification made to the chief or police or sheriff of the requesting agency of the circumstances and findings. All incidents involving the shooting of a subject, whether intentional or accidental, shall be investigated by the State of Wyoming, Division of Criminal Investigation.

8. Responsibilities of Requesting Party: Each requesting Party will advise responding peace officers of administrative and procedural requirements within the jurisdiction of the assignment.

9. Costs and Compensation:

(a) The cost for equipment, training and resources for each certified officer assigned under this MOU shall be the responsibility of that officer's home agency. Home agency is defined as the agency that regularly employs the officer. All equipment provided to use shall remain the property of the party that purchased the property.

(b) Each Party to this MOU shall be responsible for compensation of the certified officers from their home agency.

(c) No requesting agency shall not be called upon to pay or assume any liability for the direct payment of any salaries, wages or other compensation to any responding agency personnel performing extraterritorial law enforcement services hereunder. Additionally, a requesting agency shall not be liable for compensation or indemnity to any responding agency personnel for injury or sickness arising out of his/her performance under this MOU.

(d) The cost of any damage to equipment belonging to a certified peace officer or his employer while acting pursuant to this MOU shall be borne by the officers' home agency.

10. Liability and Governmental Immunity:

(a) Except as provided in this MOU, neither Party agrees to insure, defend, or indemnify the other Party. By entering into this MOU neither Party waives its governmental immunity under the Wyoming Governmental Claims Act, or other applicable law and each Party reserves all immunities and defenses available to them as governmental entities under the laws of the State of Wyoming and the Constitution and laws of the United States.

(b) A peace officer acting pursuant to this MOU outside his own jurisdiction shall be deemed to be acting within the scope of his duties for purposes of the Wyoming Governmental Claims Act and the state self-insurance program, WYO. STAT. § 1-41-101 through § 1-41-111, or the local government self-insurance program, WYO. STAT. § 1-42-201 through § 1-42-206. Any suit relating to those activities contemplated under this MOU shall be brought only under the terms of the Wyoming Governmental Claims Act in the state district court having jurisdiction, or in the federal district court for the District of Wyoming, if appropriate. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to peace officers while they perform their duties in their own jurisdiction shall also apply to them when acting pursuant to the terms of this MOU.

(c) The Parties enter into this MOU as separate, independent governmental entities and officials and shall maintain such status throughout. Employees assigned under this MOU shall be considered and shall remain employees of their respective law enforcement agencies at all times and for all purposes under this MOU. No employee of the City shall be deemed an employee of the requesting entity.

Each Party has executed this MOU through its duly authorized representatives on the dates set forth below.

Recommended by:

Ryan Lee

Christopher Konija

Sheriff, Fremont County

Chief of Police, Shoshoni

Date

Date

Eric Hurtado

Scott Peters

Chief of Police, Riverton

Chief of Police, Lander

Date

Date

Sean Hampton

Chief of Police, Dubois

Date

Accepted on behalf of Town of Shoshoni, Wyoming

Joel, Highsmith, Mayor

Date

(SEAL)

Attest:

,Clerk

Accepted on behalf of City of Riverton, Wyoming

Timothy Hancock, Mayor

Date

(SEAL)

Attest:

,Clerk

Accepted on behalf of City of Lander, Wyoming

Monte Richardson, Mayor

Date

(SEAL)

Attest:

,Clerk

Accepted on behalf of Town of Dubois, Wyoming

Patricia Neveaux, Mayor

Date

(SEAL)

Attest:

,Clerk

ORDINANCE 2023-3

AMENDING TITLE 12, SECTION 12-3-3, PARKS AND RECREATION TO ALLOW FOR REGULATION OF ALL PARKS THROUGH ADOPTED INDIVIDUAL CITY PARK RULES

WHEREAS, a provision for City Park Rules specific to each municipal park should be included in Section 12-3-3.

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Lander, in the State of Wyoming, as follows:

SECTION 1: AMENDMENT “12-3-3 Parks And Recreation” of the City of Lander Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

12-3-3 Parks And Recreation

A. City Park Rules

1. Hours of Operation. All parks and recreational facilities within the City owned and maintained by the City for the public shall be closed between the hours of eleven p.m. and five a.m. each day, and it is unlawful for any person to be in any such park or recreational facility during these hours, with the following exceptions:
 - a. Overnight camping shall be allowed in City Park at those spots which are expressly designated and marked for that purpose. Overnight campers are limited to staying no more than three consecutive nights or staying longer than a period of 72 consecutive hours. There shall be no fees charged for camping in a city-designated camping area.
 - b. While city-recognized organized activities are occurring, e.g., softball games, rodeos, etc., the park shall remain open until the organized activity has finished.
 - c. Persons using the City Park access road in order to access private residences located on the City Park access road.
2. Persons found to be violating Section 12-3-3(a) shall be notified by any City Employee, including Parks and Recreation employees, to vacate the premises and in the event, they fail to do so shall be guilty of trespassing within the meaning of the Lander City Code Ordinance 7-5-1.

AFTER AMENDMENT

12-3-3 Parks And Recreation

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A. Individual City Park Rules

All parks and recreational facilities within the City maintained by the City for the public shall have park rules for each park location as created by Resolution and approved and adopted by the Governing Body. Each park location shall have posted signage listing park rules pertaining to each location.

SECTION 2: Violation of this Ordinance shall constitute a misdemeanor, unless otherwise stated, and upon conviction shall be punishable by a maximum fine of \$750.00 or imprisonment for not more than six months. Forfeitable bonds will be as set forth in the Lander Municipal Court Bond Schedule as adopted from time to time.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4: 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 5: 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 September 12, 2023

PASSED ON SECOND READING September 26, 2023

PASSED ON THIRD READING October 10, 2023

PASSED, ADOPTED AND APPROVED by the Mayor and the CITY OF LANDER COUNCIL on the 10th day of October 2023.

| | 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 _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, 2023, following passage, adoption and approval of Ordinance 2023-3, Monte Richardson, 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 11 2023.

Rachelle Fontaine, City Clerk