

CITY OF LANDER
AGENDA
AUGUST 9, 2022
6:00 p.m.
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS

- I. Pledge of Allegiance
- II. Call to Order
- III. Public Hearing
- IV. Approval of Agenda
- V. Oral Comments
 - A. Personal Privilege – Mayor and Council
 - B. Real Property Tax Appeal Update
 - C. Proclamation – Honoring Hunger Action Month
 - D. Communication from the Floor – Citizen’s Comments
 - E. Staff Discussion Items
- VI. Consent Agenda
 - A. Regular Meeting Minutes – July 12, 2022
 - B. Regular Meeting Minutes – July 26, 2022
 - C. Work Session Meeting Minutes – July 26, 2022
 - D. Bills and Claims
- VII. Resolutions
 - A. Resolution 1264 Amending the Job Description for the Building Inspector.
 - B. Resolution 1265 Exempting 351 Main Street From the Open Container Provisions of City Ordinance 2-2-12.
 - C. Resolution 1266 Safe Streets for All.
- VIII. New Business
 - A. Authorize Mayor to accept bid from Fremont Motors for new truck in the amount of \$38933.00.
 - B. Authorize Mayor to sign Services Agreement for Employer Testing with WorkWise.
 - C. Authorize Mayor to sign Contractual Agreement for Services with Southwest Counseling Services.
 - D. Approve subdivision 22.07 Spriggs Addition, Third filing replat
- IX. Executive Session – If Needed

Join Zoom Meeting

<https://us06web.zoom.us/j/85982843745?pwd=TUttbEhNMDdjZDhMWfKzWnBPdTcxZz09> Meeting

ID: 859 8284 3745 Passcode: 540240



CITY OF LANDER, WYOMING

OFFICE OF THE MAYOR

A PROCLAMATION Honoring Hunger Action Month

WHEREAS, addressing the food insecurity needs of children, youth, men, women, seniors, active military and veterans today is fundamental for the future of the City of Lander; and,

WHEREAS, hunger and poverty are issues of vital concern in Fremont County where 14.6% of people struggle with hunger, not knowing where their next meal will come from, or choosing between food and utilities, housing or medicine; and,

WHEREAS, the need for comprehensive, coordinated emergency food programs place upon our community a critical responsibility; and,

WHEREAS, the City of Lander is committed to combating hunger in every part of our community and providing additional resources to those in need; and,

WHEREAS, it is our responsibility as citizens of Lander to learn about hunger and to do our part in reducing that hunger; and,

WHEREAS, Lander partners with Lander Share and Care, Food Bank of Wyoming, a member of the Feeding America nationwide network of food banks and their local partner Lander United Methodist Church to educate people about the important role of hunger relief organizations raising awareness for the need to devote more resources and attention to hunger and food insecurity issues; and,

WHEREAS, more than 2500 residents of Fremont County rely, annually, on food provided by Wyoming Food Bank of the Rockies and their local partners; and

WHEREAS, Food Bank of Wyoming, its generous funders, volunteers and local partner agencies are committed to educating citizens on the role of food banks and hunger-relief efforts in solving hunger; and

WHEREAS, Food Bank of Wyoming provides over 10.9 million meals across Wyoming annually; and to engage each of us to help end hunger, one meal at a time, either through donations, social media shares or volunteer shifts; and

WHEREAS, the month of September is designated "Hunger Action Month" in order to bring attention to food insecurity in our communities;

NOW, THEREFORE, I, Monte Richardson, Mayor of the City of Lander, Wyoming do hereby proclaim September 2022 as Hunger Action Month and encourage all citizens to increase their understanding and awareness of food insecurity and how it impacts our nation, state, county and communities.

GIVEN UNDER, my hand and seal of the City of Lander, Wyoming to be affixed this 9th day of August in 2022.



Monte Richardson, Mayor

**CITY OF LANDER
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS
240 LINCOLN STREET
LANDER, WY 82520
July 12, 2022**

THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen (via zoom), Missy White, Julia Stuble, Chris Hulme (via zoom), Melinda Cox, Dan Hahn.

Governing Body Absent: None.

City Staff Present: City Clerk Tami Hitshe, City Treasurer Charri Lara, Assistant Mayor RaJean Strube Fossen, Human Resource Director Rachelle Fontaine, Assistant Public Works Director, Hunter Roseberry.

Call to Order.

Mayor Richardson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

- I. Pledge of Allegiance
- II. Call to Order-Mayor
- III. Public Hearing – New Restaurant Liquor License
 - (a) Open Public Hearing
 - (b) Introduce and Read – The Antler Restaurant and Bar, LLC #7
 - (c) Ask for comments
 - (d) Close Public Hearings 6:01
- IV. Approval of Agenda- Mayor Richardson moved to amend the agenda to include Resolutions 1251 and 1252.

MOTION: Council Member Stuble moved to amend the agenda as proposed and approve the Amended Agenda. Council Member Cox seconded the motion. Motion passed unanimously.

- V. Oral Comments
 - (a) Appointment of New City Clerk
 - (b) Personal Privilege – Mayor and Council

Council Member Larsen- Provided a report on the weekend activities. Wings and Wheels went extremely well. The car show was fantastic. The pancake breakfast went until 11 am. The food trucks were pleased. The preliminary report indicates rodeo went extremely well.

Council Member Hulme- Curious about maintenance and mowing of the Frisbee Golf Course. He would like that area on the schedule. He inquired about credit card problems at the rural water house. Charri Lara responded that the city is aware and working on the issue. If someone experiences a problem, please call, and let us know. The city is contemplating moving to a system that uses an online account and a PIN instead of credit cards. The Golf Board is hoping to find volunteers for tournaments. Please reach out to the golf pro if you would like to volunteer. Council Member Hulme appreciates Mayor's clarification concerning his decision on the public comment procedure, as Council Member Hulme was not part of that decision.

Council Member Hahn- The 4th of July Parade activities went well. For fire prevention purpose he would like to remind everyone to close house and vehicle doors and windows and not put fireworks trash in the back of pickup trucks.

Council Member Stuble- The Rotary Club served 1200 people at the picnic. She would like a shout out to Kevin, Brett and the crew. LIFT and LEDA met to discuss distributions of the half-cent tax economic development funds. No changes to the process are recommended at this time.

Council Member White- Echoes the great success of the 4th of July. The Wing and Wheels was great. She appreciates the Fire Department and their efforts. The Second Annual Pig Roast is on July 22nd. The next funding deadline is August 1st for the half-cent economic development. Any Lander business is eligible to apply. The application information is online. She would like to hear from to hear from the Fire Department if the sirens have been turned too low. The Riverton Airport made more money than the costs of flights in June.

Council Member Cox- Expressed gratitude to Tami Hitshe for her years of service. The 4th of July was great. She expressed concern the about the number of children in the middle of the street. She would welcome any ideas on how to reduce traffic to make it safer. Due to funding cuts, Eagles Hope, a transitional living center in Riverton serving all county residents, will be participating in Wyoming Gives requesting donations. The Senior Center is working on phases of beautification. The charging stations are staring to generate revenue.

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Mayor Richardson-The 4th was a great weekend. He thanked the fireman for their service. The Parade went well with 114 entries. The Rodeo went well, and the fireworks went off without a hitch. Next weekend is the Pig Roast at City Park. Thank you, Tami Hitshew, for your hard work.

(c) Staff Discussion Items

Assistant Public Works Director, Hunter Roseberry- No updates.

Assistant Mayor, RaJean Strube-Fossen-Working on connectivity problem with the LED signs. The Table Mountain Living design is 80 percent complete.

Treasurer, Charri Lara- The Fly-In had minimal fuel cost, less than \$700.00. ARPA money is in and claimed towards wages. An employee who recently submitted a retirement notice had duties at the Community Center so we will re-bid the Community Center facility manager work and include these duties.

City Clerk, Tami Hitshew- Congratulated Council Member Cox on her appointment as the Lady Tigers head basketball coach. Interviews are underway for the Deputy Treasurer/Clerk position.

Human Resource Director, Rachelle Fontaine- The required annual salary publication was emailed to the newspaper and should be published Saturday.

(d) Communication from the floor on a current agenda item.

Dan Mariotti 59 Sunshine Drive has problems with water hauling station taking credit cards. Charri Lara reiterated the city is trying to narrow the issue. The auditors recommended switching from a cash payment system due to liability issues.

VI. Consent Agenda

(a) Regular Meeting Minutes – June 14, 2022

(b) Regular Meeting Minutes – June 28, 2022

(c) Work Session Meeting Minutes – June 28, 2022

(d) Bills and Claims

FLEX SHARE BENEFITS 55000,FREMONT CO SOLID WASTE DISPOS 1208.4,SYBERTECH WASTE REDUCTION 1048.34,ONE CALL OF WYOMING 11.75,OFFICE OF STATE LANDS & INVEST 198000,SHIELDS CLEANING 3345.83,TEGELER AND ASSOCIATES 2676.36,WAM - WCCA 2500,VISIONARY BROADBAND 105.35,CASELLE INC 24168,ALSCO 45.08,ADAM E PHILLIPS ATTORNEY AT LAW 4460,LOCAL GOVERNMENT LIABILITY POOL 24331,Doug Firth 7063.39,FREMONT COUNTY TREASURER 19079.83,FREMONT COUNTY ASSN OF GOV 8000,LANDER GOLF & COUNTRY CLUB 37000,HEIN BOND ARCHITECTS 5727.22,"MULLINS, STUART" 1600,LANDER CHAMBER OF COMMERCE 15000,INQUIREHIRE 200,LONG BUILDING TECHNOLOGIES 187.5,LOZIER TERESA 950,OVERHEAD DOOR COMPANY 1809,WYOMING RETIREMENT SYSTEM 656.25,MASTERCARD 52061.47,TWEEDS WHOLESALE CO. 164.5,BILL JONES PLUMBING & HEAT 668,ARMSTRONG CONSULTANTS INC 3380,BADGER METER INC 161.4,HACH COMPANY 440.7,BOBCAT OF THE BIG HORN BASIN INC 90.98,CASPER STAR TRIBUNE 643.26,DRUG TESTING SERVICES LLC 490,DOWL 190,FREMONT CO SOLID WASTE DISPOS 70.8,FREMONT MOTOR COMPANY 534.9,GROATHOUSE CONSTRUCTION 419197,HDR ENGINEERING INC 3405,INBERG MILLER ENGINEERS 24979.25,ALSCO 935.61,DREAMLAND SKATEPARKS 11982,ERDMAN COMPANY 440000,AUTO MEDIC LLC 16416.75,FAGNANT LEWIS & BRINDA P.C. 5796.39,ARMSTRONG CONSULTANTS INC 16800,B & T FIRE EXTINGUISHERS 36,BOBCAT OF THE BIG HORN BASIN INC 12861.76,FREMONT CO SOLID WASTE DISPOS 1112.8,APEX SURVEYING 7418,BUDGET BLINDS OF FREMONT COUNTY 659,FAIRFIELD TREE AND LAWN CARE 1925,CPS DISTRIBUTORS INC 2068,FLEX SHARE BENEFITS 1000,DYTA CONSULTING 7500,HOMETOWN OIL 122.16,HACH COMPANY 1156.65,HUFF SANITATION 200,INBERG MILLER ENGINEERS 31168.75,LANDER ONE SHOT CLUB 100,LANDER SENIOR CITIZENS CENTER 2670.08,LONG BUILDING TECHNOLOGIES 187.5,LANDER VALLEY TREE CARE 300,"MCRAE, SHAWN" 225,SHERWIN WILLIAMS 1886.15,TWEEDS WHOLESALE CO. 924.48,RAMAKER & ASSOCIATES 800,"OFFICE SHOP, INC." 115.96,NAPA AUTO PARTS - LANDER 1807.95,THATCHER COMPANY 18476.49,TAYLOR DITCH CO. 100.5,WESTERN LAW ASSOCIATES 3783.25,TRIHEDRO 5000,VAN DIEST SUPPLY CO. 2710.95,WYOMING LAW ENFORCEMENT ACAD 350,WHITING LAW PC 1220,WYDOT - FINANCIAL SERVICES 7774.49,WYOMING FIRST AID & SAFETY SUPPLY 897.45,71 CONSTRUCTION CO

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15041.6,ALSCO 795.4,CENTURY LINK 705.54,POSTMASTER 5000,SWEETWATER AIRE 805.77

MOTION: Council Member Cox moved to approve the Consent Agenda. Council Member White made second. Motion passed unanimously.

VII. Resolutions

(a) Resolution 1251- TAP Attachment G-Authorizing Submission of Application through TAP for Baldwin Creek South 9th Complete Streets Project

MOTION: Council Member Stuble moved to approve Resolution 1251. Council Member Cox made second. Motion passed unanimously.

(b) Resolution 1252- TAP Attachment G-Authorizing Submission of Application through TAP for Popo River Park Pathway Project

MOTION: Council Member Cox moved to approve Resolution 1252. Council Member Stuble made second. Motion passed unanimously.

VIII. Ordinances

Third Reading

(a) Ordinance 2022-1 – Amending Title 4

MOTION: Council Member White moved to approve Ordinance 2022-1- Amending Title 4. Council Member Cox made second. Motion passed unanimously.

IX. New Business

(a) Approve new liquor license for The Antler Restaurant and Bar, LLC
MOTION: Council Member Cox moved to approve new liquor license for the Antler Restaurant Bar, LLC. Council Member Hahn made second. Motion passed unanimously.

(b) Authorize Mayor to sign Hangar lease with Mike and Kelly Poborsky, Space 202
MOTION: Council Member White moved to authorize Mayor to sign Hangar Lease with Mike and Kelly Poborsky, Space 202. Council Member Cox made second. Motion passed unanimously.

(c) Authorize Mayor to sign Hangar lease with Joel Otto, Space 411
MOTION: Council Member Stuble moved to authorize Mayor to sign Hangar lease with Joel Otto, Space 411. Council Member Cox made second. Motion passed unanimously.

(d) Authorize Mayor to sign Change Order with Hein Bond Architects for Maven Project

MOTION: Council Member Larsen moved to authorize Mayor to sign Change Order with Hein Bond Architects for Maven Project. Council Member White made second. Council Members Hahn, Stuble, White, Hulme and Larsen voted Aye, Council Member Cox voted Nay. Motion passed.

(e) Authorize Mayor to sign engagement letter from Fagnant, Lewis, Brinda, PC for the annual audit.
MOTION: Council Member Stuble moved to authorize Mayor to sign engagement letter from Fagnant, Lewis, Brinda, PC for the annual audit. Council Member White made second. Motion passed unanimously.

(f) Authorize Mayor to sign grant agreement with FAA for Shift Taxiway A (Runway 22 End) (Phase III-Construction) in the amount of \$2,478,293.00.
MOTION: Council Member White moved to authorize Mayor to sign grant agreement with FAA for Shift Taxiway A (Runway 22 End) (Phase III-Construction) in the amount of \$2,478,293.00. Council Member Cox made second. Motion passed unanimously.

X. Adjourn Meeting

MOTION: Council Member White moved to approve to adjourn meeting. Council Member Cox made second. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 7:17 p.m.

The City of Lander

ATTEST:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, Human Resource Director

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**CITY OF LANDER
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS
240 LINCOLN STREET
LANDER, WY 82520
July 26, 2022**

THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen, Missy White, Julia Stuble, Chris Hulme, Melinda Cox, Dan Hahn.

Governing Body Absent: None.

City Staff Present: City Clerk/Human Resource Director Rachelle Fontaine, City Treasurer Charri Lara, Assistant Mayor RaJean Strube Fossen, Public Works Director Lance Hopkin (via zoom) Police Chief, Scott Peters, City Attorney, Adam Phillips.

Mayor Richardson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

- I. Pledge of Allegiance
- II. Call to Order-Mayor
- III. Approval of Agenda- Mayor Richardson moved to amend the agenda to include oral comment from Karen Wetzel concerning grant applications and pending resolutions

MOTION: Council Member White moved to amend the agenda as proposed and approve the Amended Agenda. Council Member Stuble seconded the motion. Motion passed unanimously.

- IV. Oral Comments
 - A. Karen Wetzel-Expressed her opposition to federal grant monies. She stated the Mayor represents the entire City of Lander and that 94 -95 % of the people feel that is not happening. They do not want any additional grant money that comes with strings attached. She expressed her concerns that the mayor and Council do not follow the Constitution. Budgeting for police department should be for officer pay raises.
- V. Consent Agenda
 - A. Resolutions
 - i. Resolution 1253 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 5th Street Improvements Project in the amount of \$6,900,000.
 - ii. Resolution 1254 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purposes of the 2023 Baldwin Creek Improvements Project in the amount of \$3,900,000.
 - iii. Resolution 1255 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 Buena Vista Improvement Project in the amount of \$6,700,000.
 - iv. Resolution 1256 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 Cascade Street Improvements Project in the amount of \$4,800,000.
 - v. Resolution 1257 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 Dillon Vista Improvements Project in the amount of \$4,400,000.

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- vi. Resolution 1258 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 1st Street Improvements Project in the amount of \$5,300.000.
- vii. Resolution 1259 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 Fremont Street Sewer Improvements Project in the amount of \$6,900.000.
- viii. Resolution 1260 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 Headworks Structure for Sewer Lagoons in the amount of \$5,500,000.
- ix. Resolution 1261 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 Lincoln Street Improvements Project in the amount of \$6,250.000.
- x. Resolution 1262 Authorizing Submission of an Application to the State Loan and Investment Board for a Grant Through Water and Sewer ARPA Grant Program Funding on Behalf of the Governing Body for The City of Lander. For the purpose of the 2023 McFarlane Drive Improvements Project in the amount of \$1,200.000.

MOTION: Council Member Cox moved to approve the Consent Agenda. Council Member White made the second. Discussion ensued between the Council Members concerning the requirements, the cost of the projects and the obligations of the city. Motion passed unanimously.

VI. New Business

A. Authorize Mayor to sign Fiscal Year 2023 Contract for Services to Victims of Crimes Between the State of Wyoming, Office of the Attorney General, Division of Victim Services and City of Lander, Lander Police Department

MOTION: Council Member Stuble moved to authorize Mayor to sign Fiscal Year 2023 Contract for Services to Victims of Crimes Between the State of Wyoming, Office of the Attorney General, Division of Victim Services and City of Lander, Lander Police Department

Council Member Larsen made the second. Motion passed unanimously.

V. Executive Session-Real Property

MOTION: Council Member White moved to enter executive session. Council Member Cox made second. Motion passed unanimously.

MOTION: Council Member White moved to adjourn the executive session. Council Member Stuble made the second. Motion passed unanimously.

VII. Adjourn Meeting

MOTION: Council Member Cox moved to adjourn meeting. Council Member Larsen made the second. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 6:47 p.m.

The City of Lander

ATTEST:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk/Human Resource Director

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**CITY OF LANDER
WORK SESSION MEETING
COUNCIL CHAMBERS
240 LINCOLN STREET
LANDER, WY 82520
July 26, 2022**

**THE CITY OF LANDER IS AN EQUAL OPPORTUNITY
EMPLOYER**

Governing Body Present: Mayor Monte Richardson, Council Members John Larsen, Melinda Cox, Julia Stuble, Missy White, Dan Hahn

Governing Body Absent: Chris Hulme

City Staff Present: City Treasurer Charri Lara, City Clerk/Human Resource Director, Rachelle Fontaine, Public Works Director Lance Hopkin (via zoom), Assistant Mayor RaJean Strube Fossen, Attorney Adam Phillips

I. Staff & Council Updates

Chief Peters- Received grant through Homeland Security for radios. He has submitted to WYDOT for ARPA funds as well. The department is dealing with a lot of code issues. E Ticketing should be running by October.

Airport & Fire Hall Facilities Manager, Chris Johnson- Has also applied for a zero match WYDOT grant for radios. Construction at the airport starts next month and should go about three months.

Assistant Mayor, RaJean Strube Fossen – Wind River Visitor signs are up and running. In August we should be issuing a form public nonprofit to advertise. An Open House is planned for August 3 from 2-6 pm. The design team will be available to answer questions concerning flood mitigation and Lance Hopkin will be available to answer questions concerning the 1% capital improvement projects, as well as other city staff. This is in addition to the flood mitigation meeting that will be held at 65% of design. City Treasurer, Charri Lara-The City has hired Kevin Kulow as the Deputy Treasurer. He will begin August 8. This is not a new position but a realignment of job duties due to a retirement.

City Attorney, Adam Phillips – Nothing

City Clerk/Human Resource Director Rachelle Fontaine- Bobby Cecrle was hired to fill the open Water Systems Operator position.

Council Member Stuble- Attended a Conservation District meeting. Discussed about dog park and maintenance of the park. The Wyoming Main Street Alliance peer visit was very productive. She will provide the report when it is completed.

Council Member Dan Hahn – Inquired if the Community Center sign is broken. The sign is broken

Council Member White–Inquired if the rural water house payment system was working. Charri Lara believes the magnetic strip is malfunctioning. The city is creating a system for people to create an account for users. She would like a discussion concerning the increasing volume of campers and the behaviors in City Park. She reported positive feedback from a constituent as to the council’s proactive approach.

Council Member Hulme-The Golf Course Board fundraiser, tournament, and silent auction went well. There was a wide variety of silent auction items. The Board is actively attempting to raise funding. The new Golf Pro is keeping the course in the best shape it has been in years.

Council Member Cox- She is concerned about homelessness and camping in City Park. Chief Peters commented there has been a population influx at the campground and camping is not living. Council Member Cox reported on the EE task force. She would like them to come to the council and present. She would like funding to be available to

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capitalize on easy energy efficient ideas. She would also like to discuss an avenue for the council to address constituent concerns and allow for dialogue.

Council Member John Larsen- The Pig Roast Friday and Saturday great activity. Several people thanked him for the event.

Mayor Richardson-Presented a Pig Roast report. It was more successful than last year. The event serves to raise awareness for mental health. Thirteen pigs were cooked, and food was served from noon to six o'clock at night. The Mayor thanked Chief Peters, John Larsen, RaJean and Ron Fossen, and Hunter Roseberry for staying all day.

- II. The Lander Valley Farmers Market Board of Directors discussion concerning the successes of the farmers market and their desire to collaboratively explore a permanent, stable weekly location for the market.

Helen Wilson, Toby Schmidt, Bailey Brennan and Jeff were present to discuss a permanent location for the farmer's market primarily this season and next season as well. A discussion was held, concerning potential locations for the market, park fee schedules, setting precedents for various organizations, the benefit to the community and small businesses the market provides. The Mayor will schedule a meeting with the Parks Department, himself and the farmer's market to explore options and solutions.

Adjourned 7:55 p.m.

The City of Lander
A Municipal Corporation

Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City/Clerk Human Resource Director

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RESOLUTION 1264

A RESOLUTION AMENDING THE JOB DESCRIPTION FOR THE BUILDING INSPECTOR

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

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

WHEREAS, the Governing Body wishes to amend the job description for the Building Inspector;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Lander that the job descriptions for the Building Inspector which are attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED the 9th day of August, 2022

The City of Lander
A Municipal Corporation

Attest:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on August 9, 2022 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: Building Inspector
Department: Inspection (Building/Planning)
Division: Public Works
Grade: 8 \$49,407-76,974
Salaried Non-Exempt
Effective Date: 8/22

GENERAL PURPOSE

Incumbents are responsible for inspecting industrial, commercial and residential buildings to ensure compliance with applicable codes and regulations. Responsibilities may include performing inspections for construction and installation of building systems; reviewing construction plans and specifications; interpreting requirements and restrictions; and maintaining detailed records. Receives general guidance from the Assistant Public Works Director or higher-level supervisory staff.

This position is driving essential (see driving requirements below).

ESSENTIAL FUNCTIONS

1. Inspects building construction work completed or in progress to ensure that the methods, techniques and materials used are in compliance with approved plans, codes, requirements, and City ordinances.
2. Conducts, and documents, inspections during all phases of construction for compliance with codes, requirements, and City ordinances.
3. Coordinates inspections with other City departments and divisions.
4. Reviews building system plans and specifications to ensure compliance with code; authorizes changes in work procedures.
5. Interprets and communicates building requirements and restrictions to

architects, contractors, builders and the general public.

6. Identifies potentially unsafe or illegal conditions at permitted work sites; recommends corrective measures and follows-up to ensure action has been taken.

7. Prepares and maintains construction and building inspection results, files, and logs; prepares related reports.

8. Provides technical assistance and direction to other building inspection staff in an area of building inspections.

9. Represents the City of Lander by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.

10. Follow all City safety procedures. Report all accidents/incidents immediately to the supervisor.

11. Performs other duties of a similar nature or level.

12. Other duties as assigned

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.

Knowledge & Abilities (position requirements at entry):

Knowledge of:

- Building related codes and ordinances enforceable by the City, including the International Building Codes and local ordinances.
- Advanced principles and techniques of building inspection work.
- Building materials and methods of construction.
- Research methods and sources of information related to building code enforcement. Construction principles and methods.
- Principles of structural design and engineering mathematics.
- Documentation methods.
- Construction inspection methods.
- Customer service principles.
- Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes.

Ability(position requirements at entry):

Ability to:

- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, codes, and standard construction practices.
- Maintain current knowledge of issues, trends and developments in regulatory standards and building code requirements.
- Make mathematical computations rapidly and accurately.
- Read and interpret complex building plans, specifications, and building codes. Enforce necessary regulations with fairness, tact, and impartiality.
- Understand and carry out oral and written directions.
- Prepare clear and concise reports.
- Communicate clearly and concisely, both orally and in writing.
- Follow written and verbal instructions.

- Maintain a neat and professional appearance.
- Establish and maintain effective working relationships with those contacted in the course of work including City officials and the general public.

Skills (position requirements at entry):

Skill in:

- Providing customer service.
- Preparing and maintaining clear and concise records and reports.
- Reading construction complex drawings, plans, and/or specifications.
- Inspecting complex construction projects.
- Troubleshooting problems.
- Documenting observations.
- Operating in a courteous, knowledgeable and tactful manner with staff and general public.
- Operating modern office equipment, computers, software and operating systems/applications. Oral and written communication sufficient to exchange or convey information and to receive work direction.

MINIMUM QUALIFICATIONS

Training and Experience

- Minimum of eight years of building experience in the field of construction and building systems installation.
- Associate's Degree in building construction or a related field preferred but not required.

Licensing and Certification Requirements

Licensing Requirements:

- Possession of, or ability to obtain, a valid Wyoming Driver's License.
- Possession of, or ability to obtain, an International Code Council (I.C.C.) Inspector Certification as a Residential Building Inspector, Commercial Building Inspector, and Plan Review Inspector within six (6) months of hire.

SUPPLEMENTAL INFORMATION & PHYSICAL REQUIREMENTS

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

Women, minorities, and individuals with disabilities are encouraged to apply. 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 a successful background screen and pre-employment drug test. Applicants who have failed a pre-employment screen or have been terminated from the City of Lander are ineligible for employment consideration for 12 months. You will become eligible for consideration 12 months from the date of your incident (pre-employment screen or termination).

Driving records are required for all new employees regardless of the position's driving requirements. If the employee has not held a Wyoming driver's license for the last three years, the employee must provide at their own initiation and expense a driving record from their previous state(s) of residence.

Physical Requirements:

Positions in this class typically require: stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, hearing, seeing and repetitive motions.

Medium work: Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to lift, carry, push, and pull or otherwise move objects, including the human body.

Incumbents may be subject to extreme temperatures, noise and dust.

Driving Requirements:

For driving essential positions, employment with the City of Lander is contingent upon a satisfactory driving record. A driving record that reflects any of the following criteria is considered unsatisfactory:

- 1) Convicted of three (3) or more moving violations within the previous 36 months (three separate, individual incidents);
- 2) A conviction within the previous 36 months of any of the following:
 - Driving under the influence of drugs or alcohol;
 - Leaving the scene of an accident;
 - Fleeing to avoid arrest;
 - Reckless Driving;
 - Homicide or assault by motor vehicle;
 - Driving without auto insurance;
 - Driving on a suspended license;
 - Refusal to take blood/breathalyzer test for suspected DUI or impaired driving.

If you have questions regarding the background screen, pre-employment drug test or driving record, please contact the Human Resources Office at (307)332-2870 prior to accepting a job offer.

GUIDELINES

Employees are required to follow the established guidelines of the City to include, but are not limited to, the employee handbook, safety policies and procedures, and departmental policies and procedures. These guidelines require judgment, selection, and interpretation in application. This position helps develop division guidelines.

The City of Lander is an at-will employer. This means that either party – the employee or the employer – may end employment at any time, with or without cause, with or without notice. All the terms, conditions and benefits of employment with the City are subject to change at any time, with or without notice, at the discretion of the City.

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

Employee's Name (Printed)

Employee's Signature Date

RESOLUTION 1265

**A RESOLUTION EXEMPTING 351 MAIN STREET
FROM THE OPEN CONTAINER
PROVISIONS OF CITY ORDINANCE 2-2-12**

WHEREAS, The Middle Fork Restaurant will be hosting the packet pickup event for WYO131 Gravel Race sponsored by the Lander Cycling Club at 351 Main Street, from 5:00 to 7:00 p.m., on September 9, 2022, and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander, 351 Main Street, be exempt from the provision of City Ordinance 2-2-12 on September 9, 2022 from 5:00 a.m. to 7:00 p.m.

PASSED, APPROVED AND ADOPTED the 9th day of August, 2022.

THE CITY OF LANDER
A Municipal Corporation

ATTEST: By _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on August 9, 2022, 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 1266

A RESOLUTION SUPPORTING SAFE STREETS FOR ALL WITH THE GOAL OF REDUCING INCIDENTS ON ALL CITY OF LANDER TRANSPORTATION ROUTES

WHEREAS, During the years of 2017-2022 there were 11 Pedestrian Involved Incidents and 12 Cyclist Involved Incidents recorded by WYDOT within the Lander City Limits; and

WHEREAS, it will benefit the Citizens of the City of Lander to provide infrastructure improvements with a goal to reduce the number of those incidents; and

WHEREAS, the Governing Body of the City of Lander has adopted both the 2020 Safe Routes and Walkable, Bikeable Routes Study and the 2020 Long Range Transportation Plan which place a high priority on multimodal transportation routes for users of all ages and abilities; and

WHEREAS, the City of Lander will, whenever possible, incorporate complete street designs and improvements throughout town as infrastructure improvements are made,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Lander that future infrastructure projects will consider using complete street designs and construction methods to provide safe multi-modal transportation routes for users of all ages and abilities with the goal of reducing incidents from the 2017-2022 levels.

PASSED, APPROVED AND ADOPTED the 09th day of August 2022

The City of Lander
A Municipal Corporation

Attest:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on August 09, 2022, 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
REQUEST FOR BIDS
2 – NEW RAM 1500 REG CAB 4X4 TRADESMEN PICKUPS

The City of Lander is asking for bids for the above listed vehicles. Bid specifications may be picked up at City Hall, 240 Lincoln Street, Lander, Wyoming, 307-332-2870 or online at the City of Lander's website, www.landerwyoming.org.

Signed and original bids must be received by Tami Hitsheew, City Clerk, City of Lander, by **2:00 p.m., Tuesday, July 19, 2022**. Bids must be in writing, sealed and clearly marked "with what vehicle you are bidding for" on the outside of the envelope. Bids will be opened at Lander City Hall Council Chambers, 240 Lincoln Street, Lander, Wyoming 82520 at 2:00 p.m., July 19, 2022. A bid bond, cashiers check or certified check of 5% must accompany all bids. All bids must be good for 60 days after opening. All bids must include the total cash price for the base bid and separate prices for each and all of the available options.

The City of Lander reserves the right to waive any or all informalities in the bidding process and the City of Lander reserves the right to accept or reject any or all bids and to accept the bid which is deemed to be in the best interests of the City of Lander, all by State Statutes.

The City of Lander is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age and handicapped status in employment or the provision of services.

The City of Lander does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its programs or activities. The City of Lander has an employee designated to coordinate compliance with the nondiscrimination requirements contained in Section 504 of the ADA regulations.

In accordance with Wyoming Statutes 16-6-101 et. Seq., a preference is hereby (will be) given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the State.

Tami Hitsheew
City Clerk

Publish: Lander Journal
Sunday July 6, 2022
Sunday July 13, 2022

MINIMUM SPECIFICATION
NEW 1500 TRADESMAN REG CAB 4X4 8 FT BOX

1. ENGINE - 3.6 V6 24V VVT Engine ✓
2. Cold weather package including engine block heater. ✓
3. 8-Spd Auto 850RE Transmission ✓
4. White exterior color ✓
5. Full size spare tire ✓
6. Power and remote entry group ✓
7. Trailer tow package ✓
8. Utility group ✓
9. 8 ft box ✓

1X022123

FCA US LLC INVOICE

2108-A
 PLANT ZONE DEALER VEHICLE ID NUMBER INVOICE NO. INVOICE DT.
 SALTILLO 74 43348 3C6NRS AJONG339735 N-DJ7-54493333 07/13/22
 SHIP FREMONT MOTOR COMPANY
 TO: 1731 West Main Street
 LANDER WY 82520-
 SOLD FREMONT MOTOR COMPANY
 TO: 1731 West Main Street
 LANDER WY 82520-
 PAID FOR BY: BANK OF AMERICA
 CREDIT SALE XX CASH SALE
 SHIPPING WT. 6129
 SAE HP 49.1
 000-053000-00

BODY & EQUIP.	DESCRIPTION	FACTORY WHOLESALE PRICE
DJ7L62	RAM 2500 TRADESMAN REG CAB 4X4	42,962.00
PSC	Billet Silver Metallic Clear Coat	184.00
TXXB	HD Vinyl 40/20/40 Split Bench Seat	NO CHARGE
ADB	Protection Group	133.00
AHD	Heavy Duty Snow Plow Prep Group	180.00
A61	Tradesman Level 1 Equipment Group	1,371.00
DFX	8-Spd Auto 8HP75-LCV Transmission	NO CHARGE
DK3	Elec Shift-On-The-Fly Transfer Case	272.00
ESB	6.4L V8 Heavy Duty HEMI MDS Engine	NO CHARGE
GPG	Mirrors-Tow Pwr Adj Heat Black	180.00
LHL	Auxiliary Switches - I/P Mounted	133.00
NHK	Engine Block Heater	88.00
XH2	Trailer Brake Control	364.00
YG2	5.2 Additional Gallons of Gas	15.00
2GA	Customer Preferred Package 2GA	
2TA	Customer Preferred Package 2TA	
4EA	Sold Vehicle	
4NU	Fuel Fill/Battery Charge	105.00
4UQ	T3AC	125.00
457	DESTINATION CHARGE	1,795.00
	HB146600/SFP 48800/SOP 192100	

01

MDH # 071313

CURRENT W/SOP
 EP 45712 43815
 PP 47503 45526
 DR 47232 45235

USE DEALERCONNECT TO OBTAIN KEY INFORMATION

SOLD ORDER PRICE PROTECTION

ONLY FOR CUSTOMERS LISTED ABOVE

SOLD ORDER PRICE PROTECTED 48,745.00

45,910.00

JUL 14 2022

MSRP RETAIL TOTAL 50,655.00

TOTAL 47,907.00

ORIGINAL INVOICE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS
 VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.

13330 - 46441.00

Fremont Motor Co.
 1731 W Main
 Lander WY
 82520

Bid Price is \$38933⁰⁰

Truck Has a 8/21/22 ETA

SERVICES AGREEMENT FOR EMPLOYEE TESTING

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and WorkWise, a Department of Transportation (DOT) and non-DOT drug screen consortium program, whose address is 1320 Bishop Randall Drive, Lander, Wyoming 82520, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to complete and provide services as described herein at such times and in such a manner as is required; and,

WHEREAS, the Contractor agrees to perform the services described herein upon the terms and conditions set forth in 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 Contractor as follows:

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **SCOPE OF WORK.** The Contractor shall provide the services as follows:
Administer the City of Lander’s workplace drug and alcohol program, ensure the City meets all testing requirements and maintains compliance with Department of Transportation (DOT) regulations and all requirements of the City’s non-DOT guidelines. Contractor will provide random selection services per Federal requirements and/or the City’s policy. All laboratory services for the program will be provided by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. Contractor will provide licensed Medical Review Officer (MRO) services for the City who oversees positive drug results, insuring the validity of the results. Provide annual statistical reporting to our clients, or other required entities. Contractor will comply with any requirements of the Federal Motor Carrier Safety Act, and clearinghouse requirements. The City will provide a list of DOT and non-DOT covered employees with social security numbers to Contractor each quarter. Assign a designated employer representative (DER) with authority to confidentially disclose employee names to Contractor, receive test results, and ensure all random selected participants complete testing. Receive individual test results and follow confidentiality and record retention requirements.

Any other information or specifics relating to services to be provided by Contractor may be attached to this Agreement via Exhibit or Attached Article/Document. Additionally, the Contractor shall provide the following: management, supervision, labor, supplies, materials, equipment, and tools required to effectively, efficiently, and satisfactorily perform the contract services set forth herein, or any other Task Order attached to this Agreement. The work shall comply with codes and standards applicable to each type of work and as listed herein.

3. COMPENSATION. In consideration of the Contractor providing the above-described duties, the City agrees to pay to the Contractor _____ payable to Contractor as follows: Invoices must be submitted by the 25th of the month in order to be processed for payment at the next regularly scheduled City Council meeting which occurs on the second Tuesday of each month.
4. RELATIONSHIP BETWEEN PARTIES. Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers' compensation or unemployment insurance. The Contractor shall pay all of their own taxes on compensation paid to the Contractor pursuant to this Agreement.
5. LIABILITY. The work to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.
6. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
7. DURATION. This Agreement shall commence on the ____ day of _____ 2022. This Agreement shall continue in full force and effect until the 31st day of December 2023. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
8. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES. Unless otherwise agreed to herein, the Contractor shall be required to furnish any and all

labor, subcontractor services, supplies, tools, and equipment to complete the work described in this contract.

9. SUBCONTRACTORS. In the event the Contractor is required or desires to retain subcontractors, the Contractor shall be solely responsible for any and all services and payment of said Subcontractors. Additionally, the Contractor shall indemnify and hold the City harmless from any current or future claims from a Subcontractor against the Contractor.
10. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
11. PROTECTION AND DAMAGE. The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.
12. 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.
13. 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.
14. 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.
15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day
of _____, 2022.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
MONTE RICHARDSON, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

CONTRACTOR:

BY: _____
SIGNATURE

PRINT NAME

CONTRACTUAL AGREEMENT FOR SERVICES

This agreement is between LANDER CITY GOVERNMENT, and SOUTHWEST COUNSELING SERVICE of Sweetwater County.

Recitals

- A. Lander City Government desires to secure the service of Southwest Counseling Service to implement and administer and Employee Assistance Program (EAP).
- B. Both of the aforementioned parties hereby agree to the terms and condition as outlined herein and indicate acceptance thereof of execution of this instrument.
- C. Lander City Government and Southwest Counseling Service agree that Southwest Counseling Service shall perform such professional for the employees. Lander City Government shall compensate Southwest Counseling Service during the period of July 1, 2022 through June 30, 2023 for such services, as set forth in the agreement.

Agreements

1. Scope of Services

Delivery of services as described herein are available to any full-time or part-time employees, spouses and dependents covered under the employee's benefit plan and the Mayor and Council Members.

2. Description of Services

The Employee Assistance Program is to provide the following: (1) consultation and technical assistance to the company around the "troubled and/or problem employee". (2) Evaluation, referral and treatment service for employees of Lander City Government who are suffering from personal, family, emotional or other problems which are interfering, or could interfere with successful coping with the normal daily demands of job, family, and community. The services outlined below are covered by the contract fee are of no additional cost to the company, or employees, with the following exceptions.

- A. The programs that Southwest Counseling Service defines as providing intensive outpatient treatment is not covered by this contract.
- B. In the case of the employee is court-ordered to evaluation or treatment, regular SCS fees will be established and charged to the employee or family member in order to need with the intent of the court.

Services

1. Provide training sessions for Lander City Government supervisors and department heads to enable them to identify employees needing assistance. These sessions shall be offered at the start of the EAP to allow all supervisors and department heads to attend. This service is for individuals, as LCG deems necessary and will include a printed guide.
2. Provide to employees evaluation and diagnostic services. Qualified professional staff will counsel with employees to assess the nature of the problems, and recommend treatment or other corrective action as indicated.
3. Provide referral information and services to employees. If it is determined that an employee needs to be referred to another treatment program, then the EAP will provide the referral and follow-up.
4. Provide treatment services to employees and defined family members. In situations where the evaluation results indicate treatment, such services will be offered and provided by qualified professionals. Treatment sessions offered under the EAP will be limited to three (3) sessions for the period of July 1, 2022 through June 30, 2023, inclusive of the intake assessment and psychiatric medication appointments. Each psychiatric medication appointment will count as one session.
5. Conduct a general orientation program for all covered employees. This program will be designed to acquaint employees with services of the EAP and how to access those services. This program will be made available to all employees at the start of the EAP.
6. Provide twenty-four (24) hours emergency counseling services by a designated staff professional using the telephone referral method.
7. Provide flyers to be displayed advertising the services available to employees and their families. The form and content of all printed matter shall comply with established Lander City Government policies and procedures.
8. Provide information programs on emotional health topics twice per year, as requested by Lander City Government. These programs may be presented in multiple meetings, at the discretion of Lander City Government and Southwest Counseling Service.
9. Provide consultation services not to exceed one on-site and/or video conferencing visit per month to Lander City Government upon request. This service is designed to assist Lander City Government in assessing a situation involving a problem and/or troubled employee for arriving at a disposition or course of action that is in the best interest of Lander City Government and the employee.

10. Acquire pertinent information furnished by Lander City Government on overall employee absenteeism, productivity, turnover, and receipt of disability and hospital/ medical payments for cost-benefit analysis.
11. Provide regular statistical reports to an EAP coordinator designed by Lander City Government detailing usage of service and including other information as agreed upon.
12. Southwest Counseling will assign a professional staff member to act as liaison with Lander City Government.
13. Provide a mutually satisfactory brochure describing the services of the EAP for distribution to employees.
14. Additional supervisor training and employee orientation will be conducted, as Lander City Government and Southwest Counseling Service deem necessary.

Provisions

1. Fees

Upon the condition that Southwest Counseling shall faithfully keep and perform all of the terms and conditions of this agreement, Lander City Government agrees to pay Southwest Counseling Service for each service rendered at a rate of \$120.00 (one-hundred and twenty) per session. These payments will be invoiced after services are rendered. If additional supervisor training or employee orientation services are requested by Lander City Government, additional fees set at the training session rate of \$60.00 (sixty) per hours will be assessed. These additional training session fees can be arrived by mutual agreement of both parties. This is in full consideration for the services to be performed pursuant to this agreement. These fees could be adjusted on a yearly basis because of cost factors, by mutual agreement of both parties.

2. Confidentiality

Southwest Counseling Service shall not, during the term of this agreement or any extension thereof, or at any time thereafter, report to any other party any confidential information acquired or which may be acquired in the performance of the professional services under this agreement. Southwest Counseling Service agrees to treat as confidential and not to use for personal business advantage or to disclose to anyone other than to the patient/client any information except a regular statistical report to Lander City Government EAP Coordinator detailing usage of services. Client/patient confidentiality shall extend to communications between a patient/client and professional staff and shall include records of the identity, diagnosis, evaluation, or treatment of a patient/client, which are created and maintained by a professional at Southwest Counseling Service under Wyoming State law.

3. HIPAA

The parties may receive from or create on behalf of each other certain health or medical information ("Protected Health information" or "PHI" as defined in 45 CFR Section 164.501) in connection with the performance of the Agreement. Use or disclosure of the PHI is subject to protection under state and federal law, including the health Insurance Portability and Accountability Act of 1996. Public Law 104-191 (HIPAA") and regulations promulgated there under by the US Department of Health and Human Services ("Regulations"). Although the parties may not presently know their precise legal status and relationship under HIPAA, the parties nevertheless specifically agree that they will take such action as necessary, including amending the Agreement, to implement in a timely manner the requirements of HIPAA, the Regulations, and other applicable laws relating to the security and confidentiality of PHI.

4. Anonymity

Southwest Counseling Service shall not refer in any manner to Lander City Government or any affiliate of Lander City Government in any publication or promotional or advertising material, written or oral, without obtaining the proper written consent of Lander City Government.

5. Insurance Coverage

Southwest Counseling Service warrants that each staff professional working within the EAP shall have adequate professional liability coverage. Southwest Counseling agrees to provide adequate proof of this coverage to Lander City Government upon request.

6. Taxes

Southwest Counseling Service shall be fully responsible for payment of all state and federal income taxes, social security taxes, and any other taxes or payment which may be due and owing by Southwest Counseling as a result of the amounts paid under this agreement to Southwest Counseling Service by Lander City Government, and Southwest Counseling Service shall indemnify and hold harmless Lander City Government for any such payment which may be due and owing by Southwest Counseling Service.

7. Assignment

This agreement shall be binding upon and inure solely to the benefit of the parties hereto and no other person other than enrolled employees and their families shall acquire or have any rights under or by virtue of this agreement. The parties agree that Southwest Counseling Service shall not assign its right or obligations under this agreement. Southwest Counseling will be allowed to subcontract services as they deem necessary for the EAP.

8. Termination

This agreement will be reviewed on an annual basis unless terminated by Lander City Government or Southwest Counseling Service with a thirty (30) day written notice to the other. Upon such termination, and subject to the satisfactory performance of the aforesaid professional services to that date, Lander City Government will pay Southwest Counseling Service for services rendered.

9. Renewal

This agreement shall be binding for a period indicated in the Recitals of this agreement. At that time considerations of changing service and/ or fees will take place based upon the contract experience.

10. Legal Obligations

Southwest Counseling agrees to comply with all local, state and federal laws, rules and regulation applicable to the delivery of the here to noted services.

Entire Agreement: Counterparts

This agreement constitutes the entire agreement between the parties, and supersedes any and all prior verbal or written statements, promises and agreement between the parties with respect to the subject matter of this agreement. This agreement may be executed in one or more counterpart copies, each of which shall constitute an original and complete executed copy, without the production of the other copies.

This agreement becomes effective on October 1, 2020.

Lander City Government

240 Lincoln Street

Lander, WY 82520

Date



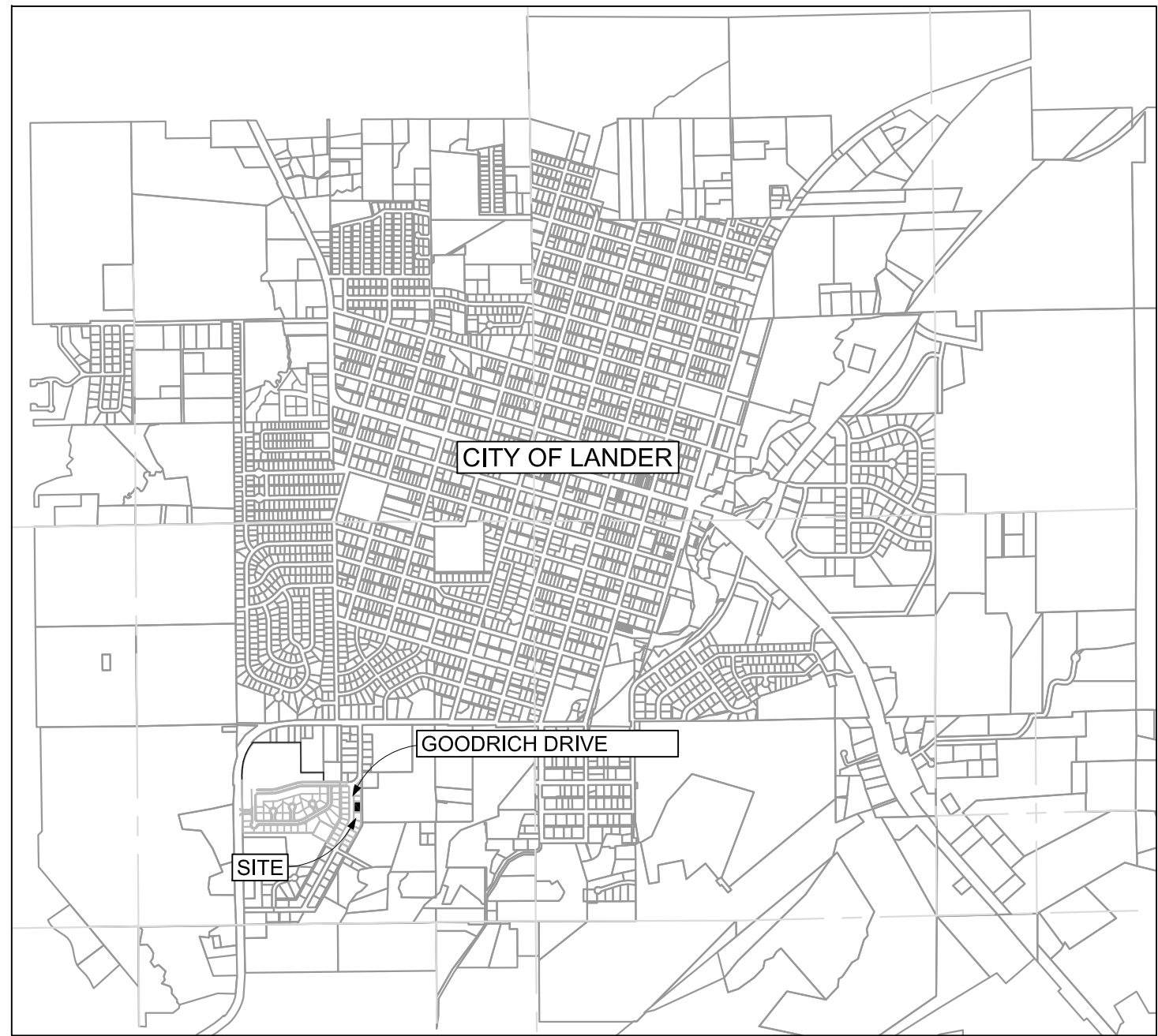
Southwest Counseling Service, Board Chair

1124 College Drive

Rock Springs, WY 82901

7.27.22

Date



VICINITY MAP
SCALE: 1" = 2000'

LEGEND:

- Set Property Corner - 2" Aluminum Cap on a 5/8" x 24' rebar marked PELS 10052
Found 1-1/2" Aluminum Cap PLS 6448
Legal Description Corner Designation
Subdivision Boundary
Utility Easements
Setback Lines
Concrete walks, driveways, structures
Fence lines
Water lines
Sewer lines

REPLAT INFORMATION:

2 LOTS - 24,265 SF (0.56 AC.)
ZONE R2

CITY COUNCIL CERTIFICATE:

Approved by the City Council of Lander on this ____ day of ____ 2022.

Mayor

City Clerk

CLERK OR RECORDERS CERTIFICATE:

This plat was filed for record on the Office of the Clerk and Recorder at ____ o'clock ____, on the ____ day of ____, 2022 and is duly recorded in Plat Cabinet ____, Page ____, No ____

Clerk

Deputy Clerk

PLANNING COMMISSION CERTIFICATE:

This plat approved by the City Of Lander Planning Commission on this ____ day of ____ 2022.

Chairman

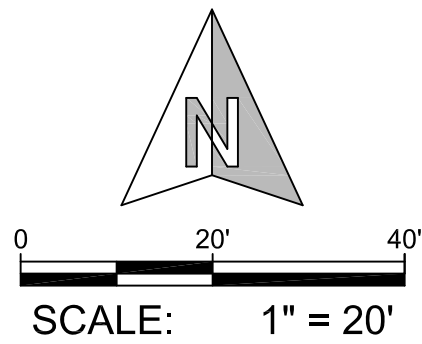
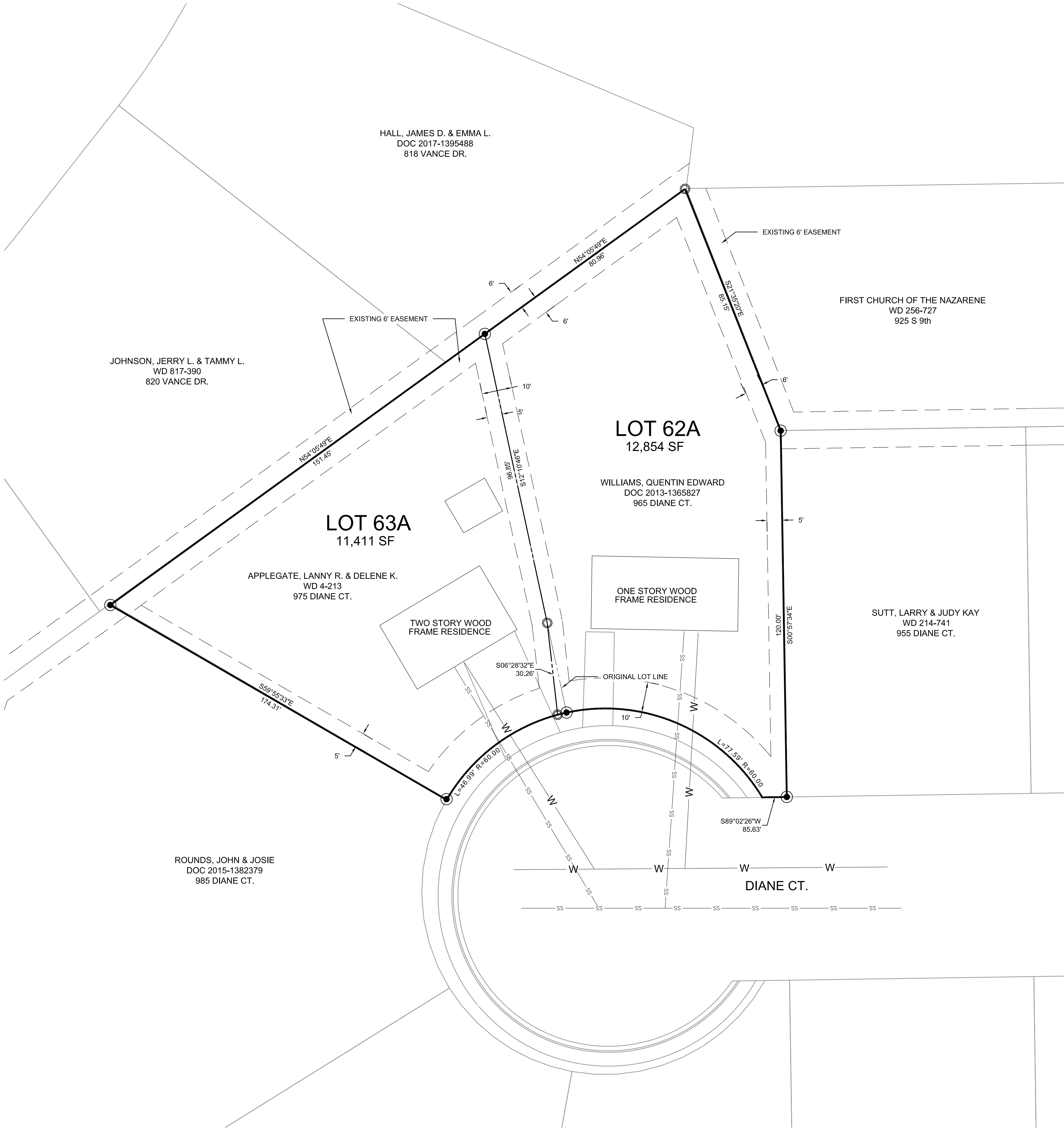
CITY ENGINEER CERTIFICATE:

Data on this plat approved by the City Of Lander Engineer on this ____ day of ____ 2022.

City Engineer

SPRIGGS ADDITION, THIRD FILING
BLOCK 5
LOTS 623 & 63,
RE-PLAT

E1/2SE1/4, SECTION 13, T33N, R100W, 6th PM
CITY OF LANDER, WY
FINAL PLAT



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all men by these presents that:

QUENTIN EDWARD WILLIAMS, being the owner of Lot 62, Block 5, Spriggs Addition, Third Filing, to the City of Lander, as recorded in Document 2013-1365827 on September 5, 2013;

-AND-
LANNY R. & DELENE K. APPLGATE, being the owners of Lot 63, Block 5, Spriggs Addition, Third Filing, to the City of Lander, as recorded in Document WD 4-213;

As it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner, have caused that this property to be replatted into lots as shown and designated the same to be henceforth known as SPRIGGS ADDITION, THIRD FILING, BLOCK 5, LOT 62 & 63 RE-PLAT, CITY OF LANDER, FREMONT COUNTY, STATE OF WYOMING; and do hereby dedicate to the City of Lander, and its licensees for perpetual public use all streets, alleys, easements and other public lands within the boundary lines of the plat as already otherwise dedicated for public use.

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

All rights under and by virtue of the homestead exception laws of the State of Wyoming are hereby waived and released.

EXECUTED this ____ day of ____, 2022

Quentin Edward Williams

STATE OF WYOMING }
COUNTY OF FREMONT } SS.

The foregoing dedication was acknowledged before me by Quentin Edward Williams, this ____ day of ____, 2022.

By: _____

Witness my hand and official seal

My commission expires _____

EXECUTED this ____ day of ____, 2022

Lanny R. Applegate Delene K. Applegate

STATE OF WYOMING }
COUNTY OF FREMONT } SS.

The foregoing dedication was acknowledged before me by Lanny R. Applegate and Delene K. Applegate, this

____ day of ____, 2022.

By: _____

Witness my hand and official seal

My commission expires _____

NOTES:

- Considering the bearings on this plat are based upon WYOMING STATE PLANE COORDINATES, WEST CENTRAL ZONE, NAD83, U.S. Survey feet. The distances are based upon a grid to ground scale factor of 1.0003175737 referenced from control point NGS "HART" with a latitude of 42°50'16.188N and a longitude of 108°43'02.355W and an ellipsoid height of 5337.6 feet.
- All bearings and distances shown on this plat are as measured.

CERTIFICATE OF SURVEYOR

I, David A. Fehringer, of Lander, Wyoming, do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, complete, and correct representation of the SRPIGGS ADDITION - THIRD FILING, LOTS 62 & 63, BLOCK 5, RE-PLAT; that this survey had referenced the Goodrich Addition, to the Town of Lander, Fremont County, Wyoming; that this plat was made from an accurate survey of said property, made by me, and correctly shows that location and dimensions of the lot and the subdivision to the best of my knowledge.

