



City of Riverton
Regular Council Meeting
Tuesday, June 07, 2022 at 7:00 pm

Riverton City Hall Council Chambers
816 N Federal Blvd.
Riverton, WY 82501

At 6:45 P.M. on Tuesday, June 07, 2022, the Finance Committee will meet in the City Hall Council Chambers to consider bills to be paid. This meeting is open to the public.

- 1) Call to order.
 - 2) Pledge of Allegiance.
 - 3) Invocation.
 - 4) Roll call: Ward I: Kyle Larson, Dean Peranteaux
Ward II: Karla Borders, Kristy K. Salisbury
Ward III: Mike Bailey, Lindsey Cox
 - 5) Declaration of quorum.
 - 6) Approval of the Agenda.
 - 7) Communication from the Floor – Citizen’s Comments.
 - 8) Consent Agenda:
 - Approval of the Minutes – May 17, 2022 Regular Council Meeting.
 - Approval of the Minutes – May 17, 2022 Executive Session.
 - Approval of the Minutes – May 24, 2022 Council Work Session.
 - Approval of the Minutes – June 7, 2022 Finance Committee Meeting.
 - Approval of the Finance Committee Recommendations – June 7, 2022.
 - Replat: Mountain View Acres Fourth Subdivision Lot 2; Petitioner Jeffrey Menzies.
 - 9) Public Hearing & Consideration of Firework Permit Applications: Riverton Rendezvous & Riverton Little League.
 - 10) Public Hearing & Consideration of Ordinance No. 22-005, 1st Reading: RMC Title 17 Zoning Definition.
 - 11) Public Hearing & Consideration of Ordinance No. 22-006, 1st Reading: R4 Residential Zoning Revision.
 - 12) Consideration of Airport Ground Leases: Transferring from M&J Leisure LLC. to Henderson Strategic Fund, LLC.
- Reports and Comments:**
- 13) Council Committee Reports and Council Members’ Roundtable.
 - 14) City Administrator’s Report.
 - 15) Mayor’s Comments.
 - 16) Executive Session – Real Estate & Personnel.
 - 17) Adjourn.

“Excellence in Service to the Rendezvous City”

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held May 17, 2022
7:00 PM

The regular meeting of the Riverton City Council was held on the above date and time, duly convened by Mayor Richard P. Gard at 7:00 p.m. City Council Members present were Karla Borders, Dean Peranteaux, Kyle Larson (telephonically), and Kristy K. Salisbury. Council Member Salisbury led the pledge of allegiance; and Mayor Richard Gard conducted the invocation.

Roll call was conducted. Council Member Borders moved, seconded by Council Member Peranteaux to excuse Council Members Lindsey Cox and Mike Bailey from tonight's meeting. Motion passed unanimously. Mayor Gard declared a quorum of the Council.

City Staff present were: City Clerk/Human Resource Director Kristin S. Watson, City Administrator Tony Tolstedt, Public Works Director Kyle Butterfield, Police Chief Eric Murphy, Finance Director Mia Harris, Community Development Director Mike Miller, and Administrative Assistant Tisha Tuttle.

Approval of the Agenda – Council Member Peranteaux moved, seconded by Council Member Borders to approve the agenda, with the addition of an open container permit to the consent agenda. Motion passed unanimously.

Communication from the Floor/Response to Citizen's Comments – High School Senior Jamie Reinig addressed the Council regarding her desire to make hygiene items more accessible to the transient population. The Council offered many suggestions on options for this project and invited Jamie to speak to City staff for any further assistance. Alan Sinner co-chairman of the Northern Arapahoe Indian Tour Rodeo addressed the council regarding the scheduled rodeo June 17 – 19, 2022, and requested approval to fly Northern Arapahoe flags on the juncture of Federal and Main Street the week before the rodeo. There was no objection from the Council. Karin Broemer addressed the Council regarding the Riverton Chamber of Commerce Bike Rack Project and shared her opinion of the project.

Consent Agenda – City Clerk/Human Resource Director Kristin S. Watson read the consent agenda items by title only: Approval of the Minutes – May 03, 2022 Regular Council Meeting; Approval of the Minutes – May 17, 2022 Finance Committee Meeting; Approval of the Finance Committee Recommendations – May 17, 2022, claims to be paid in the amount of \$589,830.88, Elan credit card in the amount of \$4,835.09, manual check in the amount of \$150.00, payroll & liabilities for 5/6/22 in the amount of \$218,063.51, for a total of \$812,879.48; Approval of the Municipal Court Report for the Month of April 2022; Out of City Water Service Agreement: 270 Mountain View, Petitioner: Jeff Menzies; Open Container Permit Application: The Social Lounge & Night Club, Riverton Gay Pride Weekend Event, June 17, 2022, North 5th Street East (from East Main Street to alley), 2:00 PM – 2:00 AM; and Open Container Permit Application: The Lions Club, End of Year Celebration, June 06, 2022, Sunset Park 5:00 PM – 9:00 PM. Council Member Salisbury moved, seconded by Council Member Borders to approve the consent agenda as presented. Motion passed unanimously, with Council Member Peranteaux abstaining from Wyonet and Traveling Computers claims.

Memorandum of Understanding (MOU) Agreement – Chamber Bike Rack Project – City Administrator Tony Tolstedt reported on the proposed MOU with the Riverton Chamber of Commerce. The MOU is in reference to seeking permission for the Riverton Chamber of Commerce to place bike racks around town on City property. Bethany Baldes, Riverton Chamber of Commerce Vice President, stated that the Chamber has proposed five bike racks at various locations around town. Council Member Borders moved, seconded by Council Member Peranteaux, to approve the Memorandum of Understanding Agreement (MOU) between the City of Riverton and Riverton Chamber of Commerce as presented. Motion passed unanimously.

Major Avenue Pavement Improvement Project – Public Works Director Kyle Butterfield reported on the bid opening for Major Avenue. One bid was received from 71 Construction in the amount of \$658,690; the engineer's estimate was \$402,735. After negotiations, 71 Construction offered to negotiate the cost to \$603,208.70. Council Member Peranteaux moved, seconded by Council Member Salisbury to reject the bid received from 71 Construction for the Major Avenue Improvement Project, and direct staff to rebid the project next construction season. Motion passed unanimously.

Approval Of City Of Riverton Grant Application Policy – City Administrator Tony Tolstedt presented the proposed change to the City of Riverton Grant Application Policy, which would allow greater flexibility in the grant application process while maintaining appropriate oversight. Council Member Salisbury moved, seconded by Council Member Borders to approve the grant application policy changes as presented. Motion passed unanimously.

Airport Hangar Lease Agreement: Random Ranch – Public Works Director Kyle Butterfield presented the proposed airport hangar lease agreement with Random Ranch, LLC. The proposed lease agreement between the City of Riverton and Random Ranch, LLC will generate an annual revenue of \$2,376. Council Member Borders moved, seconded by Council Member Peranteaux to approve the airport hangar ground lease agreement with Random Ranch, LLC at Central Wyoming Regional Airport (RIW). Motion passed unanimously.

Approval of Wind River Visitors Council FY23 Budget – Helen Wilson, Executive Director of Wind River Visitors Council (WRVC), presented the annual WRVC proposed budget and answered questions from the previous meeting. Council Member Peranteaux seconded by Council Member Salisbury to remove from the table the WRVC budget approval. Motion passed unanimously. Council Member Borders moved, seconded by Council Member Peranteaux, to approve the Fiscal Year 2022-2023 Wind River Visitors Council Budget as presented. Motion passed unanimously.

Summer WAM Voting Delegate Form – City Administrator Tony Tolstedt reported on the upcoming Summer WAM Conference that will be held in Laramie. Council Member Borders moved, seconded by Council Member Salisbury, to approve Mayor Gard as the official voting delegate, and City Administrator Tony Tolstedt as the alternative voting delegate for the 2022 Summer WAM Convention. Motion passed unanimously.

Council Committee Reports & Council Members' Roundtable – Council Member Borders shared the events listed on GoRiverton. Council Member Salisbury reported on the Taste of Riverton that will be held on June 24th at City Park, and thanked the Riverton Police Department for their continuous efforts.

City Administrator's Report – City Administrator Tony Tolstedt reported on the following meetings: RECDA, Airport Board, Legislative Leadership Committee, and IDEA Inc. Mr. Tolstedt also reported that the EDGE funding application period is open and application can be found on the City of Riverton website. The upcoming budget meeting will be a work session May 24, 2022, and a special meeting on June 14, 2022. Both meetings will take place at 5:30 PM on the respective dates.

Mayor's Comments – Mayor Gard reported on the following meetings and events: National Day of Prayer; Riverton Ambassadors meeting; Cinco de Mayo Proclamation, commenting on the impact that tourism has on our community and in the State. Mayor Gard discussed the budget meetings that have taken place and the many facets of the process. Mayor Gard mentioned that several High School Students have written him letters regarding areas that the City could improve on. The Mayor commented on the meeting with Community Development Director Mike Miller and City Administrator Tony Tolstedt on code application surrounding the recent growth and building happening in Riverton.

Executive Session – Real Estate – Council Member Peranteaux moved, seconded by Council Member Borders to convene into Executive Session for the purpose of Real Estate. Motion passed unanimously at 8:19 p.m. Invited to attend the executive session were City Administrator Tony Tolstedt, City Clerk/Human Resource Director Kristin Watson, and Public Works Director Kyle Butterfield. Council Member Peranteaux moved, seconded by Council Member Borders to reconvene into regular Session at 9:13 p.m. Motion passed unanimously. ACTION ITEMS FROM EXECUTIVE SESSION: Council Member Peranteaux moved, seconded by Council Member Borders to proceed with the sale of both parcels of ground with the ability to negotiate survey costs. Motion passed unanimously.

Adjourn – There being no further business to come before the Council, Mayor Gard adjourned the Regular Council Meeting at 9:15 p.m. There was no objection from the Council.

CITY OF RIVERTON, WYOMING

Richard P. Gard
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

Publication Date:

RIVERTON CITY COUNCIL
Minutes of the
Work Session Meeting
Held May 24, 2022
5:30 PM

The work session meeting of the Riverton City Council was held on the above date and time, duly convened by Mayor Richard P. Gard at 5:38 p.m. City Council Members present were Karla Borders, Kyle Larson, and Kristy K. Salisbury. Council Member Larson led the pledge of allegiance and Mayor Gard conducted the invocation.

City Staff present: City Administrator Tony Tolstedt, City Clerk/Human Resource Director Kristin Watson, Public Works Director Kyle Butterfield, Police Chief Eric Murphy, Finance Director Mia Harris, Community Development Director Michael Miller, and Administrative Assistant Tisha Tuttle.

Approval of the Agenda – Council Member Larson moved, seconded by Council Member Salisbury to approve the agenda as presented. Motion passed unanimously.

Fiscal Year 2023 Budget Presentation & Discussion – City Administrator Tony Tolstedt presented a proposed budget that represents a balanced approach for operating the City of Riverton for fiscal year 2022 – 2023. Mr. Tolstedt offered a brief overview regarding the expenditures and revenues for the general fund and enterprise funds which include the water, wastewater (sewer), sanitation and airport funds. In conclusion, Mr. Tolstedt thanked the city staff for their diligence in achieving a balanced budget. No action from the Council was taken.

Adjourn – There being no further business to come before the Council, Mayor Gard adjourned the Work Session meeting at 6:52 p.m. There was no objection from the Council.

CITY OF RIVERTON, WYOMING

Richard P. Gard
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

Published:

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Michael Miller – Director of Community Development

THROUGH: Anthony Tolstedt – City Administrator

DATE: June 7th, 2022

SUBJECT: County Replat – Mountain View Acres Fourth Subdivision Lot 2

PETITIONER: Jeffrey Menzies

Recommendation: City Council approve the replat of Mountain View Acres Fourth Subdivision Lot 2

Background: This lot is not within the City Limits of Riverton but is within a half mile of the incorporated limits. As a courtesy, the County allows any plats and replats within a half mile of City limits be reviewed by both the Riverton Planning Commission and Riverton City Council.

Discussion: Lot 2 of the Mountain View Acres Subdivision is being divided into two lots, 2A and 2B. The County has sent their own utility reviews out but there have been no negative responses to date. No issues are anticipated due to easements that previously existed and have been allotted for each lot. The petitioner, Jeffrey Menzies, has requested City services for water which are already existing in that area. The petitioner has already signed a water agreement with the city, which was approved by City Council on May 17th, 2022. There is currently a recapture agreement for sewer services in the area of the lots.

This replat was certified by the Planning Commission on May 19th, 2022 and is scheduled to be brought before the County Planning Commission on June 23rd, 2022

Alternatives:

1. Approve the county replat
2. Deny the replat
3. Certify the replat with changes and amendments

Budget Impact: Approving this replat does not directly impact the current budget

CITY OF RIVERTON, WYOMING
COMMUNITY DEVELOPMENT DEPARTMENT
MINOR SUBDIVISION APPLICATION

This application is for subdivision of land into 5 lots or less. Please fill out completely. Use back or attach separate sheet if additional space is needed. Attach appropriate completed plat checklist. Please enter n/a next to any item that does not apply. Application fee is \$200.00 payable upon submittal of application.

1. Proposed name of Subdivision: MOUNTAIN VIEW ACRES, FOURTH SUBDIVISION, LOT 2 RE-SUBDIVISION

2. Date submitted: May 3, 2022

3. Type of Plat: Final _____

4. Legal description of property to be subdivided, attach copy of deed or title: **see Doc# 2022-1437040**

Subdivision Mountain View Acres, 4th Block _____ Lot 2

Parcel _____

5. Total area of this subdivision/parcel: 2.314 acres.

6. Existing zoning: _____

Proposed zoning: _____

7. Number of proposed lots (5or less): Two

Typical lot size: 1.15

8. Type of development proposed:

Residential (single family) 2.314 acres.

Residential (multi-family) 0.0 acres

Commercial 0.0 acres

Industrial 0.0 acres

Park and Open Space 0.0 acres

Street rights-of-way 0.0 acres

Other: _____ acres

9. Linear feet of proposed new streets: Total 0.0

10. Proposed public land dedication: 0.0 acres. Proposed alternative to all or part of public land dedication requirement: _____

11. Subdivider: Name, address and telephone number:

Jeffrey Menzles

270 Mtn. View Dr, Riverton, WY 82501

cell: 307-851-5880

Date Received

12. Property owner(s) name, address and telephone number (if other than above)

E-Mail Address: Jeffrey Menzies

13. Name, address and telephone number of person or firm preparing plat:

Hamilton Land Surveying, Inc.

P.O. Box 112, Lander, WY 82520

office: 307-332-2903

E-Mail Address: hamilton@wyoming.com

14. Name, address and telephone number of engineer designing improvements (if other than No. 13 above:

Dave Fehringer

Fremont Engineering & Surveying, Inc

64 Coal mine Rd, Lander, WY 82520

cell: 307-349-0840

15. Cost estimate for infrastructure. Submit letter of credit or some form of security as outlined in RMC 16.12.030 E.

Signature of Applicant or Agent: 

Chris D. Hamilton, AGENT

Print Name

Title

F-23740

WARRANTY DEED

FOR VALUE Received DEETTA HEMMING and SHAWN D. HEMMING, Trustees, or their successors in trust, under the Mary Etta Beck Revocable Trust, dated March 24, 1999, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby grant, bargain, sell, convey, warrant and confirm unto BARB MENZIES and JEFF MENZIES, wife and husband, Grantees, whose address is PO Box 2032, Riverton, WY 82501, and to the heirs and assigns of said Grantees, the following described premises, in Fremont County, Wyoming, to-wit:

Lot 2, Mountain View Acres Fourth Subdivision, Fremont County Wyoming.

TOGETHER WITH all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments and tenements appertaining or belonging thereto. Grantor covenants and agree with the said Grantees that said Trust is the lawful owner of said premises, with the right and power to convey the same, at the time of making and delivery hereof, the premises are unencumbered except as noted of record. The Grantor warrants the quiet and peaceable possession thereof and will defend the title to the premises or any interest thereto.

Dated: February 7, 2022.

Mary Etta Beck Revocable Trust, dated March 24, 1999

Deetta Hemming TTEE Shawn D. Hemming TTEE
DEETTA HEMMING, Trustee SHAWN D. HEMMING, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this 7 day of February, 2022, before me, a notary public in and for said State, personally appeared DEETTA HEMMING and SHAWN D. HEMMING, Trustees, or their successors in trust, under the Mary Etta Beck Revocable Trust, dated March 24, 1999, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Return to Grantees

Venessa F. Annan
Notary Public
Commission expires: Aug 13, 2024



AGREEMENT FOR PROVIDING A WATER SERVICE CONNECTION OUTSIDE THE
CORPORATE LIMITS OF THE CITY OF RIVERTON

This Agreement is made and entered into this ____ day of _____, 2022 by and between the City of Riverton, a Wyoming Municipal Corporation, hereinafter “Riverton”, and Jeff and Barbra Menzies, hereinafter referred to as “Menzies”, of 270 W. Mountain View Drive, Riverton WY 82501, otherwise known as Lot 2 of the Mountain View Acres Fourth Subdivision.

RECITALS

WHEREAS, Riverton operates a potable water utility within and without the corporate limits of the City of Riverton, Wyoming; and

WHEREAS, Riverton owns and maintains a sixteen-inch water main located within the West Mountain View Drive right-of-way adjacent to Lot 1 and Lot 2 of the Mountain View Acres Fourth Subdivision plat; and

WHEREAS, Riverton owns and maintains a six-inch water main located within the Chimney Rock Drive right-of-way adjacent to Lot 33, Lot 34, and Lot 43 of the Mountain View Acres Subdivision No. 2 plat; and

WHEREAS, Menzies desires to connect to Riverton’s potable water utility for their personal use and need; and

WHEREAS, Riverton Municipal Code 13.08.220 states the City Council may, in its sole discretion, enter into agreements with persons whose land lies outside the corporate limits to extend the city’s water system and supply water for the use, needs, and requirements of such persons; and.

WHEREAS, Riverton Municipal Code 13.08.230 states that before the City Council shall enter into any agreement to allow the persons the use of, or extension of, city water supplies outside the corporate limits, the person requesting shall submit evidence to the council and the council shall find that:

- A. The extension of water service is economically feasible;
- B. The property to be served is readily adaptable to and can be made to conform, within a reasonable time to be fixed by the council, to the then existing ordinances which relate to subdivision, platting, zoning and construction of improvements;

C. Adequate provision for the extension of sanitary sewer service or provision of on-site disposal of liquid wastes can be accomplished within a reasonable time to be fixed by the city council;

D. The area within which the property to be served lies can be reasonably expected to be annexed to the city within the foreseeable future;

E. Such extension or service would help promote the growth and development of the city;

F. Such extension or service would help promote the health, safety and welfare of the citizens of the city and is generally in the best interests of the citizens of the city.

NOW THEREFORE, for and in consideration of the parties' mutual promises as contained herein and the payment of monies as set forth herein, the parties agree as follows:

1. Riverton hereby agrees as follows:
 - a. It agrees the extension of water service to Menzies is economically feasible.
 - b. It agrees the extension or service of water to Menzies promotes the growth and development of the city.
 - c. It agrees the extension or service of water to Menzies will promote the health, safety, and welfare of the citizens of the city and is generally in the best interest of the citizens of the city.
 - d. It agrees to allow Menzies to connect to Riverton's potable water utility by tapping either the six-inch distribution water line via a corporation stop and service line or the sixteen-inch transmission water line with a tee and distribution line to serve the Mountain View Acres Fourth Subdivision.

2. Menzies hereby agrees as follows:
 - a. It shall be solely responsible for any and all costs associated with the physical connection and equipment required to receive water from Riverton's potable water utility.
 - b. It shall comply with the provisions of Title 13 Public Services, Chapter 4 Billing Procedure of Public Services of Riverton Municipal Code.
 - c. It shall comply with the provisions of Title 13 Public Services, Chapter 5 Water Service System of Riverton Municipal Code.
 - d. It agrees to conform, once the property associated to the requested water connection is annexed within the corporate boundary of the city, to the then existing ordinances which relate to subdivision, platting, zoning and construction of improvements.
 - e. It agrees to maintain an appropriate on-site system for the disposal of wastewater or sanitary sewer that complies with Department of Environmental

Quality and Fremont County regulations, or to connect to Riverton's sanitary sewer utility.

- f. It hereby irrevocably consents to the property associated with the requested water connection to be annexed into the corporate boundary of the city when the City Council determines it reasonable to do so. It further irrevocably consents to have the land zoned upon annexation as established by the City Council and in accordance with the City of Riverton Master Plan.

3. Any changes, modifications, revision, or amendments to this agreement which are mutually agreed upon by Riverton and Menzies shall be incorporated by written instrument, executed by all parties to this agreement.

4. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns, shall run with the land and constitute an encumbrance on the Property. The parties agree that this Agreement shall be recorded in the Office of the Fremont County Clerk.

5. By entering into this Agreement, the City of Riverton 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 contract. This Agreement 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.

6. This Agreement represents the entire agreement of the parties and all prior discussions, negotiations and agreement are incorporated herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

The City of Riverton

By: _____
Richard P. Gard, Mayor

By: Jeff Menzies
Jeff Menzies

Attest: _____
Kristin Watson, City Clerk

By: Barbra Menzies
Barbra Menzies

7. Signatures.

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

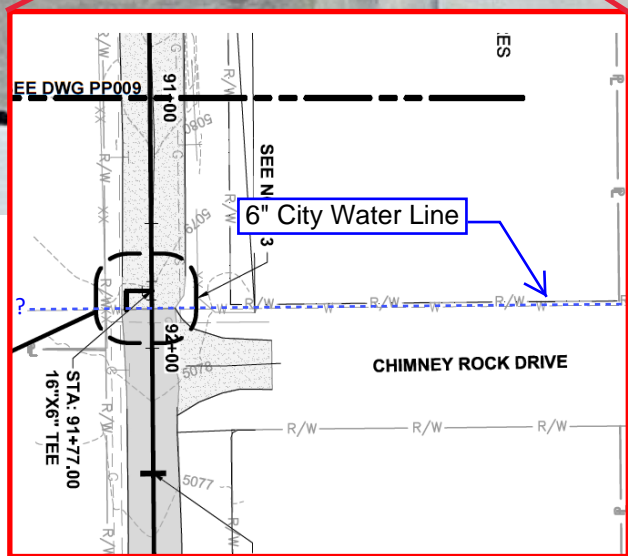
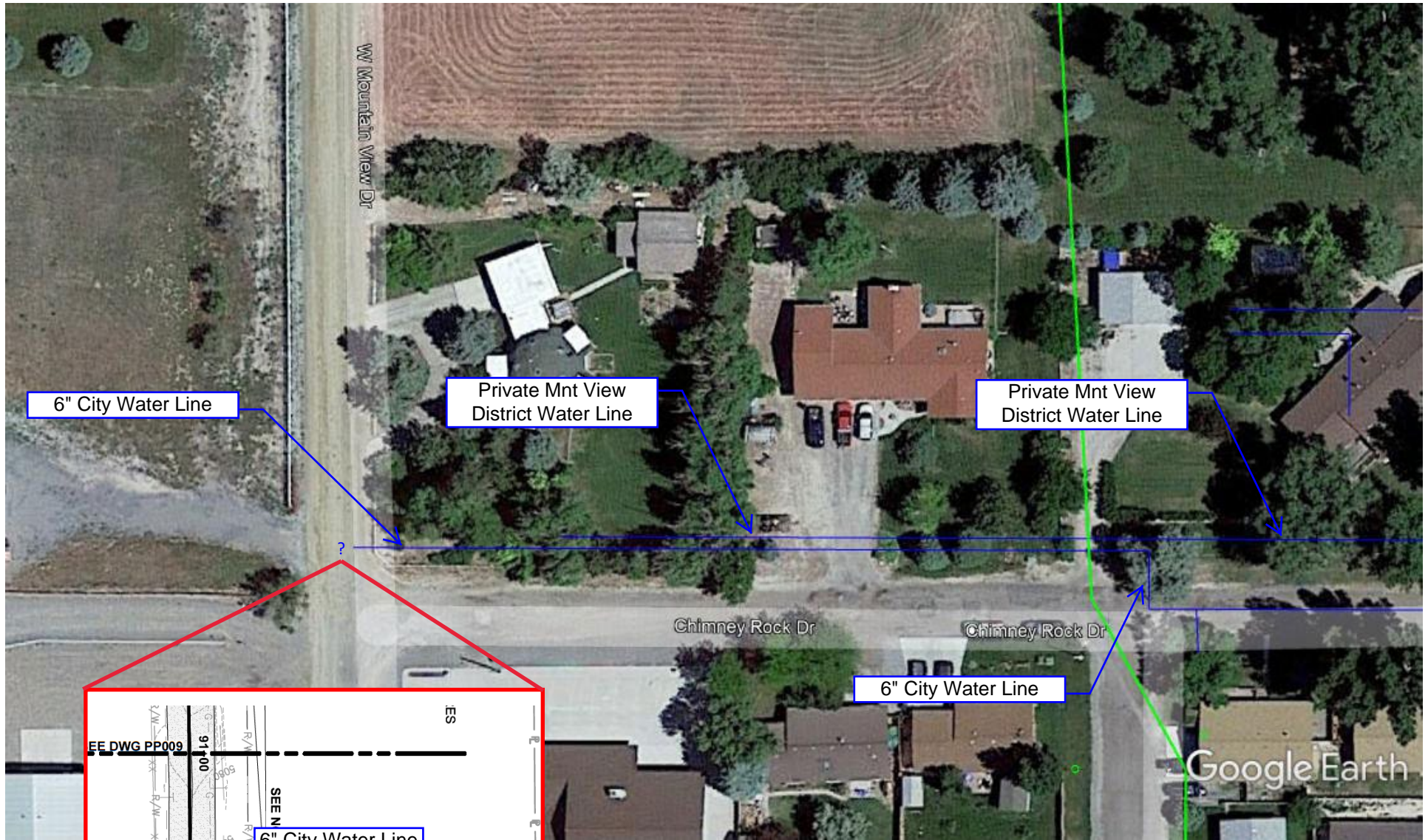
The foregoing instrument was signed and acknowledged before me by Jeff Menzies & Barbara Menzies known to me to be the person that executed the within instrument as the Lessee therein named, this 2 day of May, 2022.

Witness my hand and official seal.

K. Paulsen
Notary Public

My Commission expires: Oct 5, 2022

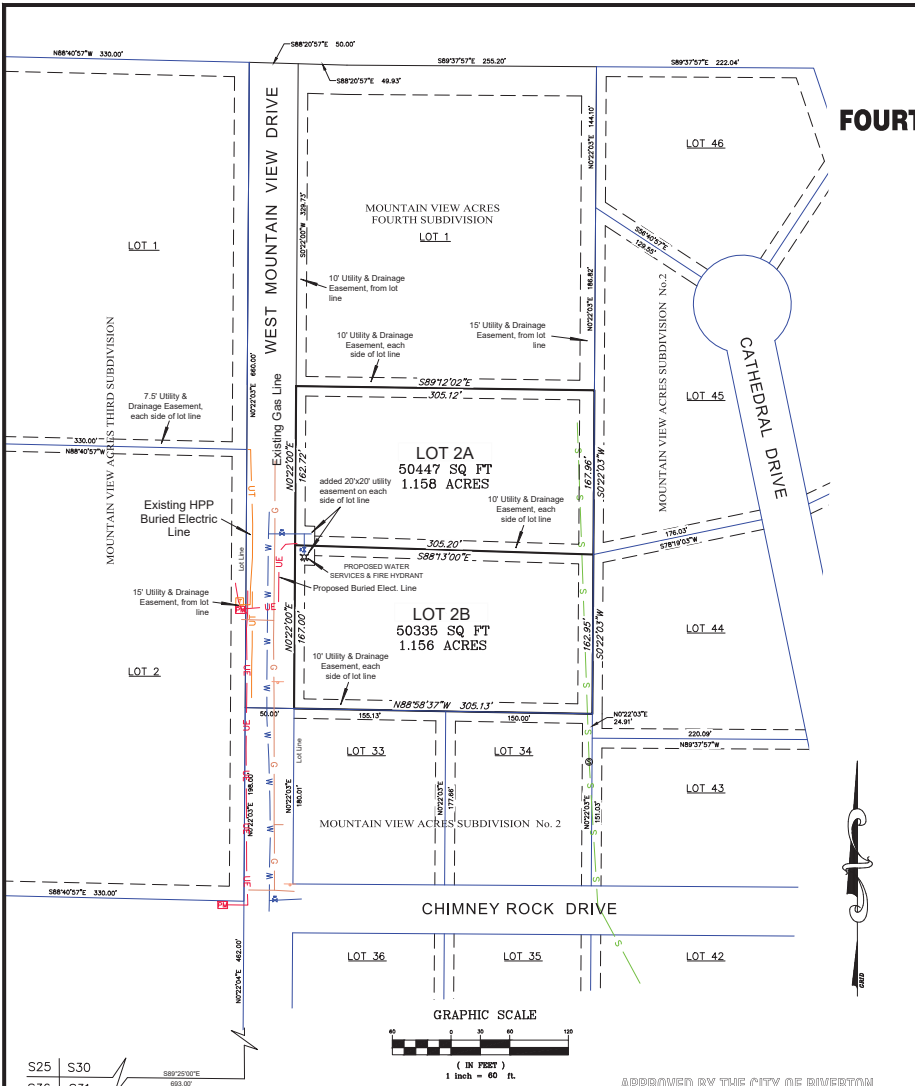






Curb Stops

Kingdom Hall of Jehovah's Witnesses



S25 | S30
S36 | S31

CLERK & RECORDER'S CERTIFICATE

This subdivision plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, Fremont County, WY was filed in the office of Clerk and Recorder of Fremont County this _____ day of _____, 2022, at _____ o'clock _____ M., and is duly recorded in Plat Cabinet _____ page _____

Document No. _____
Clerk & Recorder _____ Deputy Clerk _____

APPROVED BY THE CITY OF RIVERTON

This plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision is approved by the City of Riverton Planning Commission this _____ day of _____, 2022.

CHAIRMAN _____

This plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision is approved by the City of Riverton Council this _____ day of _____, 2022.

MAYOR _____

WITNESS; CITY CLERK _____

PLAT WITH UTILITIES OF:

**MOUNTAIN VIEW ACRES
FOURTH SUBDIVISION, LOT 2 RE-SUBDIVISION
FREMONT COUNTY, WYOMING**

LOCATED WITHIN
**SW1/4SW1/4 OF SECTION 30
TOWNSHIP 1 NORTH, RANGE 4 EAST
WIND RIVER MERIDIAN**

Review Date: 2022-05-03

COUNTY PLANNING COMMISSION CERTIFICATE

This subdivision plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, Fremont County, Wyoming was approved by the Fremont County Planning Commission this day of _____, 2022.

Planning Commission Member _____

COUNTY COMMISSIONERS' CERTIFICATE

This subdivision plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, Fremont County, Wyoming, is hereby approved by the Board of County Commissioners of Fremont County, Wyoming for filing with the Clerk and Recorder of Fremont County and for conveyance to the county of the public dedications shown hereon; subject to the provision that approval in no way obligates Fremont County for financing or construction of improvements on lands, streets, or easements dedicated to the public except as specifically agreed to by the Board of County Commissioners.

Dated this _____ day of _____, 2022.

Chairman _____

Witness my hand and seal of the County of Fremont this _____ day of _____, 2021.

Clerk & Recorder _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all men by these presents that the owner(s), Barb Menzies and Jeff Menzies, having interest in all real property described in a Warranty Deed recorded on February 8, 2022, in Document 2022-1437040. The boundary of this subdivision defined as Lot 2, Mountain View Acres Fourth Subdivision, Fremont County, Wyoming.

Mountain View Acres Fourth Subdivision was recorded on June 3, 2002, in Plat Cabinet S, Page 173 as Document 2002-1239901.

As appears on this plat is with the free consent, and in accordance with the desires of the undersigned owner(s) and proprietor(s), containing 2.314 acres, more or less, of which 0.00 acres are dedicated as public streets and 2.314 acres are in lots; have by these presents laid out, and surveyed as Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, in the County of Fremont, State of Wyoming; and do hereby dedicate and convey to and for the public use forever thereafter the roads as are laid out and designated on this plat, and do also reserve perpetual public easements for the installation and maintenance of utilities and for irrigation and drainage facilities as are laid out and designed on this plat. The dedication of the road or roads on this plat in no way obligates the Fremont County Commissioners to maintain such roads or accept them as county roads nor is the Subdivider relieved of the obligation to construct such roads or roads according to the requirements of the Fremont County Subdivision Regulations.

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

EXECUTED this _____ day of _____, 2022.

Barb Menzies Jeff Menzies

STATE OF WYOMING)
COUNTY OF FREMONT) S.S.

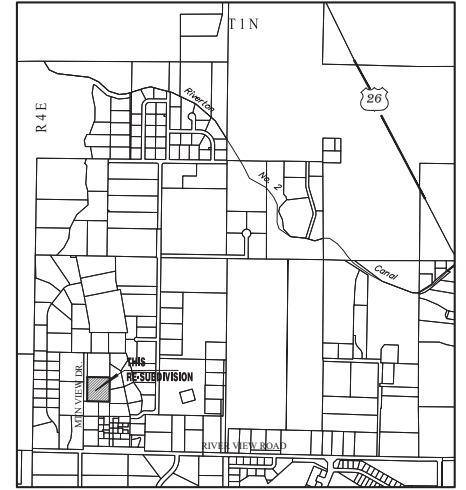
The foregoing dedication was acknowledged before me this _____ day of _____, 2022 by:
Barb Menzies and Jeff Menzies.

Witness my hand and official seal:

My commission expires: _____
Notary Public _____

UTILITY LEGEND:

- UE = ELECTRIC (Approx.)
- UT = TELEPHONE (Approx.)
- G = GAS (Approx.)
- W = WATER LINE (Approx.)
- S = SEWER LINE (Approx.)
- E = ELECTRIC POWER PEDESTAL
- V = WATER VALVE
- T = TELEPHONE PEDESTAL
- H = WATER HYDRANT
- S = SEWER MANHOLE



LOCATION MAP:

SCALE: 1" = 80'

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO LOTS FROM LOT 2 OF MOUNTAIN VIEW ACRES FOURTH SUBDIVISION.
2. PUBLIC SEWAGE DISPOSAL SYSTEM IS AVAILABLE ALONG THE EAST LINE OF THIS SUBDIVISION.
3. WATER SYSTEM OR SOURCE FROM WELL AS SHOWN HEREON AND DETAILED IN WELL AGREEMENT MAKE A PART HEREOF.
4. WEST MOUNTAIN VIEW DRIVE IS A 50 FOOT WIDE PUBLIC ROAD WITH PUBLIC MAINTENANCE.
5. ALL UTILITY RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FOR THE BENEFIT OF ALL PROPERTY OWNERS LOCATED WITHIN THIS PLAT AND ALL PROPERTY OWNERS WHO REQUIRE SERVICES BEYOND THIS SUBDIVISION.
6. A SEARCH OF RECORDS ON FILE WITH WYOMING STATE ENGINEER'S OFFICE FOR LANDS WITHIN THE FOREGOING LOT 2 OF MOUNTAIN VIEW ACRES FOURTH SUBDIVISION INDICATE NO SURFACE WATER IRRIGATION RIGHTS.
7. STATE LAW DOES NOT RECOGNIZE ANY RIPARIAN WATER RIGHT. YOU SHALL HAVE NO RIGHT TO IRRIGATION WATER FLOWING PAST OR THROUGH THIS SUBDIVISION OTHER THAN THAT WHICH IS SPECIFICALLY ALLOCATED OR APPROPRIATED TO YOUR LOT VIA THE STATE ENGINEER'S OFFICE OR THE STATE BOARD OF CONTROL.
8. NO LOT OWNER SHALL IMPEDE, OBSTRUCT, DIRECT, OR IN ANY WAY POLLUTE ANY IRRIGATION DITCH ON LAND WITHIN THIS SUBDIVISION.
9. THE LOTS WITHIN THIS RE-SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DECLARATION OF PROTECTIVE COVENANTS, DATED DECEMBER 10, 1976, RECORDED IN A.F. BOOK 43, PAGE 1.
10. THE BEARINGS ON THIS PLAT ARE BASED UPON RECORD PLAT FOR MOUNTAIN VIEW ACRES SUBDIVISION. THE DISTANCES ARE BASED ON GPS MEASUREMENTS USING A GROUND SCALE FACTOR OF 1.0003154891 REFERENCED FROM A POINT NEAR THE PROJECT WITH A LATITUDE OF N40°15'04.3046" AND LONGITUDE OF W108°05'43.8748" AND A HEIGHT OF 5289.00 ft.

CERTIFICATE OF SURVEYOR

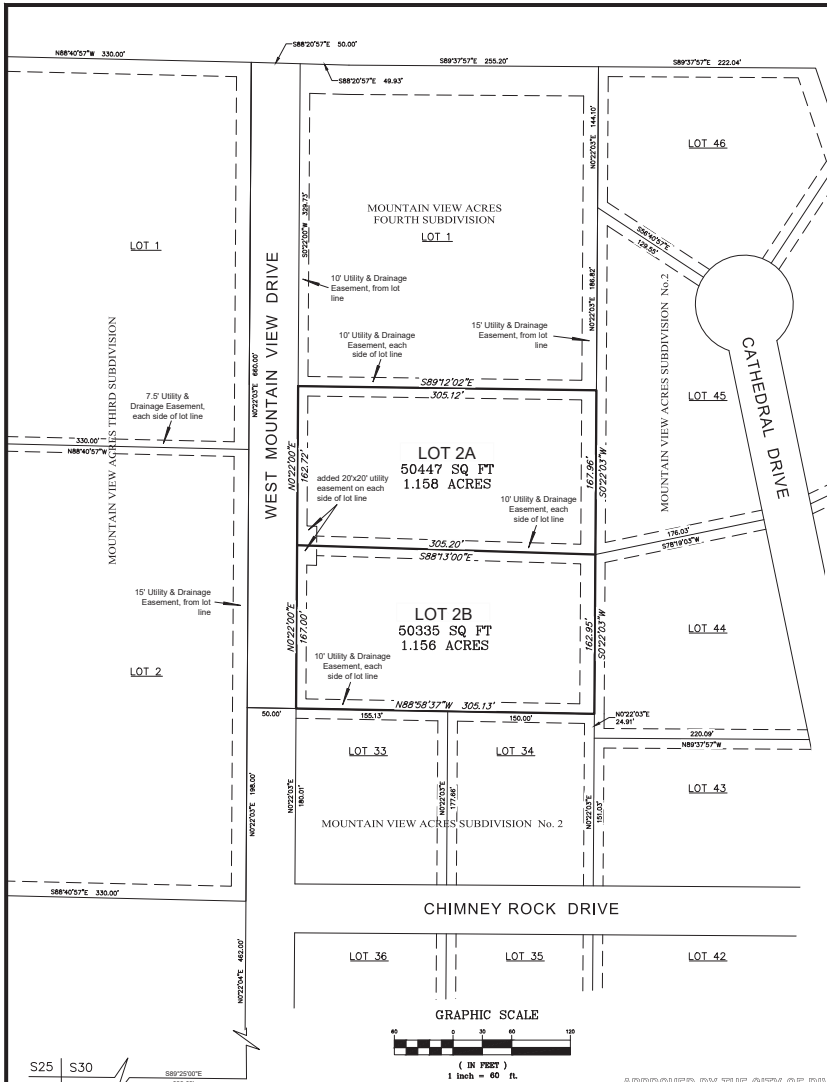
I, CHRIS D. HAMILTON, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete subdivision plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, County of Fremont, State of Wyoming, containing 100,782 square feet, or 2.314 acres, more or less, more or less, as laid out on a plat, dedicated and shown hereon; based upon a title report from Stewart Title Guaranty Company, File No. F-23740; this plat was made from an accurate survey of this property, made by me and/or under my supervision and correctly shows the location and dimensions of the lots and streets of said subdivision as the same are staked upon the ground in compliance with Fremont County regulations governing the subdivision of land.

In witness whereof I have set my hand & seal this _____ day of _____, 2022.



HAMILTON LAND SURVEYING
2204 NORTH SECOND STREET
P.O. BOX 112
LANDER, WYOMING 82520
(307) 332 - 2903

PROJECT:
122104
Sheet 1
of 1 Sheets



PLAT OF:
MOUNTAIN VIEW ACRES
FOURTH SUBDIVISION, LOT 2 RE-SUBDIVISION
FREMONT COUNTY, WYOMING
 LOCATED WITHIN
SW1/4SW1/4 OF SECTION 30
TOWNSHIP 1 NORTH, RANGE 4 EAST
WIND RIVER MERIDIAN

Review Date: 2022-05-03

COUNTY PLANNING COMMISSION CERTIFICATE

This subdivision plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, Fremont County, Wyoming was approved by the Fremont County Planning Commission this day of _____, 2022.

 Planning Commission Member

COUNTY COMMISSIONERS' CERTIFICATE

This subdivision plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, Fremont County, Wyoming, is hereby approved by the Board of County Commissioners of Fremont County, Wyoming, to be filed with the Clerk and Recorder of Fremont County and for conveyance to the county of the public dedications shown hereon; subject to the provision that approval in no way obligates Fremont County for financing or construction of improvements on lands, streets, or easements dedicated to the public except as specifically agreed to by the Board of County Commissioners.

Dated this _____ day of _____, 2022.

 Chairman

Witness my hand and seal of the County of Fremont this _____ day of _____, 2021.

 Clerk & Recorder

CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all men by these presents that the owner(s), Barb Menzies and Jeff Menzies, having interest in all real property described in a Warranty Deed recorded on February 8, 2022, in Document 2022-1437040. The boundary of this subdivision defined as Lot 2, Mountain View Acres Fourth Subdivision, Fremont County, Wyoming.

Mountain View Acres Fourth Subdivision was recorded on June 3, 2002, in Plat Cabinet S, Page 173 as Document 2002-1239901.

As appears on this plat is with the free consent, and in accordance with the desires of the undersigned owner(s) and proprietor(s); containing 2.314 acres, more or less, of which 0.00 acres are dedicated as public streets and 2.314 acres are in lots; have by these presents laid out, and surveyed as Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, in the County of Fremont, State of Wyoming; and do hereby dedicate and convey to and for the public use forever hereafter the roads as are laid out and designated on this plat, and do also reserve perpetual public easements for the installation and maintenance of utilities and for irrigation and drainage facilities as are laid out and designated on this plat. The dedication of the road or roads on this plat in no way obligates the Fremont County Commissioners to maintain such roads or accept them as county roads nor is the Subdivider relieved of the obligation to construct such roads or roads according to the requirements of the Fremont County Subdivision Regulations.

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

EXECUTED this _____ day of _____, 2022.

 Barb Menzies

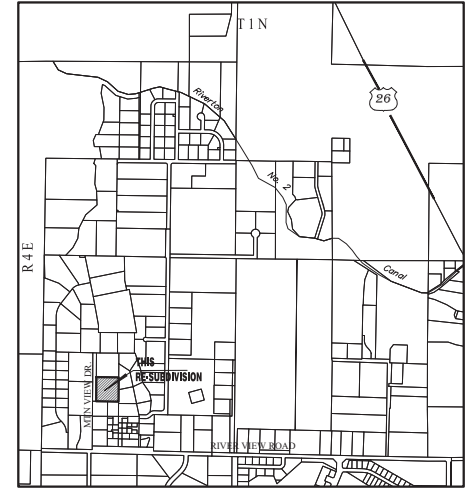
 Jeff Menzies

STATE OF WYOMING) S.S.
 COUNTY OF FREMONT)

The foregoing dedication was acknowledged before me this _____ day of _____, 2022 by:
 Barb Menzies and Jeff Menzies.

Witness my hand and official seal:

My commission expires: _____ Notary Public



LOCATION MAP:

SCALE: 1" = 800'

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO LOTS FROM LOT 2 OF MOUNTAIN VIEW ACRES FOURTH SUBDIVISION.
2. PUBLIC SEWAGE DISPOSAL SYSTEM IS AVAILABLE ALONG THE EAST LINE OF THIS SUBDIVISION.
3. WATER SYSTEM OR SOURCE FROM WELL AS SHOWN HEREON AND DETAILED IN WELL AGREEMENT MAKE A PART HEREOF.
4. WEST MOUNTAIN VIEW DRIVE IS A 50 FOOT WIDE PUBLIC ROAD WITH PUBLIC MAINTENANCE.
5. ALL UTILITY RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FOR THE BENEFIT OF ALL PROPERTY OWNERS LOCATED WITHIN THIS PLAT AND ALL PROPERTY OWNERS WHO REQUIRE SERVICES BEYOND THIS SUBDIVISION.
6. A SEARCH OF RECORDS ON FILE WITH WYOMING STATE ENGINEER'S OFFICE FOR LANDS WITHIN THE FOREGOING LOT 2 OF MOUNTAIN VIEW ACRES FOURTH SUBDIVISION INDICATE NO SURFACE WATER IRRIGATION RIGHTS.
7. STATE LAW DOES NOT RECOGNIZE ANY RIPARIAN WATER RIGHT. YOU SHALL HAVE NO RIGHT TO IRRIGATION WATER FLOWING PAST OR THROUGH THIS SUBDIVISION OTHER THAN THAT WHICH IS SPECIFICALLY ADJUDICATED OR APPROPRIATED TO YOUR LOT VIA THE STATE ENGINEER'S OFFICE OR THE STATE BOARD OF CONTROL.
8. NO LOT OWNER SHALL IMPEDE, OBSTRUCT, OR IN ANY WAY POLLUTE ANY IRRIGATION DITCH ON LAND WITHIN THIS SUBDIVISION.
9. THE LOTS WITHIN THIS RE-SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DECLARATION OF PROTECTIVE COVENANTS, DATED DECEMBER 10, 1976, RECORDED IN A.F. BOOK 43, PAGE 1.
10. THE BEARINGS ON THIS PLAT ARE BASED UPON RECORD PLAT FOR MOUNTAIN VIEW ACRES SUBDIVISION. THE DISTANCES ARE BASED ON GPS MEASUREMENTS USING A GROUND SCALE FACTOR OF 1.0003154891 REFERENCED FROM A POINT NEAR THE PROJECT WITH A LATITUDE OF N43°15'04.3046" AND LONGITUDE OF W103°05'43.8749" AND A HEIGHT OF 5289.00 ft.

CERTIFICATE OF SURVEYOR

I, CHRIS D. HAMILTON, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete subdivision plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, County of Fremont, State of Wyoming, containing 100,782 square feet, or 2.314 acres, more or less, more or less, as laid out, platted, dedicated and shown hereon; based upon a file report from Stewart Title Guaranty Company, File No. F-23740; this plat was made from an accurate survey of this property, made by me and/or under my supervision and correctly shows the location and dimensions of the lots and streets of said subdivision as the same are staked upon the ground in compliance with Fremont County regulations governing the subdivision of land.

In witness whereof I have set my hand & seal this _____ day of _____, 2022.



CLERK & RECORDER'S CERTIFICATE
 This subdivision plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision, Fremont County, WY was filed in the office of Clerk and Recorder of Fremont County this _____ day of _____, 2022, at _____ o'clock _____ M., and is duly recorded in Plat Cabinet _____ page _____ Document No. _____
 Clerk & Recorder _____ Deputy Clerk _____

APPROVED BY THE CITY OF RIVERTON
 This plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision is approved by the City of Riverton Planning Commission this _____ day of _____, 2022.
 _____ CHAIRMAN
 _____ MAYOR
 _____ WITNESS; CITY CLERK

This plat of Mountain View Acres Fourth Subdivision, Lot 2 Re-Subdivision approved by the City of Riverton Council this _____ day of _____, 2022.

HAMILTON LAND SURVEYING
 2204 NORTH SECOND STREET
 P.O. BOX 112
 LANDER, WYOMING 82520
 (307) 332 - 2903

PROJECT:
 122104
 Sheet 1
 of 1 Sheets



RIVERTON
WYOMING
CITY OF RIVERTON
EVENT APPLICATION
&
USE OF PUBLIC SPACE

All applicable fees must be paid at time of submittal and are non-refundable. Please provide two (2) business days for staff approved items and up to three (3) weeks for council approved items (street closures, open container permits, & fireworks permits). Please contact the City Clerk's office at (307) 856-2227 with any questions.

EVENT INFORMATION			
NAME OF APPLICANT/RESPONSIBLE PARTY:	ADDRESS, CITY, STATE, ZIP:		
ORGANIZATION (IF APPLICABLE):			
CONTACT PHONE NUMBER:	CONTACT EMAIL ADDRESS:		
NAME & PURPOSE OF EVENT:			
LOCATION OF EVENT:			
DATE(S) OF EVENT:			
TIME OF EVENT:			
FROM	AM/PM	TO	AM/PM
WILL THE EVENT OCCUPY A PUBLIC AREA? (park, street, etc.) <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 1.		WILL THE EVENT HAVE A LOUDSPEAKER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 3.	
WILL THE EVENT HAVE ALCOHOL PRESENT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 2.		WILL THE EVENT HAVE FIREWORKS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 4.	

Upon signing any portion of this application, the applicant agrees to follow all rules and regulations set forth by the Riverton City Council and any current orders or directives issued by the Governor.

For alcohol related permits, the applicant accepts all responsibility for ensuring that no one under 21 years of age will be allowed access to any alcoholic beverages during the function and assumes responsibility for civil and criminal liability in the event a person under the age of 21 consumes or possesses alcohol at the function.

FOR OFFICE USE ONLY	
SECTION 1: PUBLIC AREA USE PERMITS	
<input type="checkbox"/> PARK RESERVATION	\$30.00
<input type="checkbox"/> STREET OR RIGHT-OF-WAY CLOSURE	\$50.00
SECTION 2: ALCOHOL PERMITS	
<input type="checkbox"/> OPEN CONTAINER*	\$25.00
<input type="checkbox"/> CATERING	\$50.00
<input type="checkbox"/> MALT BEVERAGE	\$50.00
<input type="checkbox"/> MANUFACTURER'S OFF-PREMISE	\$50.00
SECTION 3: LOUDSPEAKER PERMIT	
<input type="checkbox"/> LOUDSPEAKER	\$25.00
SECTION 4: FIREWORKS PERMIT	
<input type="checkbox"/> FIREWORKS*	\$25.00
TOTAL PAYMENT:	
*REQUIRES COUNCIL APPROVAL	

SECTION 1: PUBLIC AREA USE PERMITS

TYPES OF PERMITS:

PARK RESERVATION

STREET OR RIGHT-OF-WAY CLOSURE

FEE:

\$30.00

\$50.00

CODE PROVISION:

FOR USE OF PARK SHELTER AREA

RMC 10.04 TEMPORARY TRAFFIC MODIFICATION

PARK RESERVATION (SHELTER ONLY):

SPECIAL REQUESTS (i.e. bounce house, stakes, electricity, etc.)

This only reserves the shelter area and does not guarantee cleanliness of facilities or use of restrooms - please plan accordingly.

Alcohol is not permitted without proper permit (see Section 2, if alcohol will be requested).

Bounce houses, tents, stakes, etc. must be approved by parks staff.

The location shall be left clean and free of debris.

Megan Simms

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: _____

AMOUNT PAID: _____

SIGN

WEBSITE

APPROVED / DENIED ON: _____

City Clerk Signature

OTHER CONDITIONS SET FORTH BY PARKS SUPERVISOR (OR DESIGNEE):

STREET OR RIGHT-OF-WAY CLOSURE REQUEST:

LOCATION DESCRIPTION OF DESIRED CLOSURE:

CLOSURE IMPACT (i.e. total closure, partial closure, remain open to traffic) **Attach event map and traffic control plan:**

EVENT DESCRIPTION:

STREET BARRICADES:

CITY

EVENT SPONSOR

PLEASE EXPLAIN BARRICADE TYPE PER TRAFFIC CONTROL PLAN.

PLEASE EXPLAIN HOW YOU WILL NOTIFY NEIGHBORS WHO MAY BE IMPACTED BY THE REQUESTED CLOSURE (i.e. door hangers, letters, in-person request, etc.):

STATE HIGHWAYS REQUIRE ADDITIONAL PERMITTING FROM WYDOT

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: _____

AMOUNT PAID: _____

APPROVED / DENIED ON: _____

City Clerk Signature

OTHER CONDITIONS SET FORTH BY CHIEF OF POLICE (OR DESIGNEE):

OTHER CONDITIONS SET FORTH BY PUBLIC WORKS DIRECTOR (OR DESIGNEE):

SECTION 3: LOUDSPEAKER PERMIT

TYPES OF PERMITS:	FEE:	CODE PROVISION:
<input type="checkbox"/> LOUDSPEAKER	\$25.00	RMC 8.16.010 Allows loudspeakers & amplifiers by permit between 8:00 AM and 12:00 AM

LOUDSPEAKER PERMIT:

PLEASE EXPLAIN THE NATURE OF EQUIPMENT, THE VOLUME OF AMPLIFICATION, AND THE PURPOSE OF THE SOUND:

Permit only issued for times between 8:00 AM and 12:00 AM.
 Permit not to exceed four (4) months.

Megan Simms
 Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: _____ DATES APPROVED: _____ TIMES APPROVED: _____

APPROVED / DENIED ON: _____ Chief of Police Signature

OTHER CONDITIONS SET FORTH BY CHIEF OF POLICE (OR DESIGNEE):

SECTION 3: LOUDSPEAKER

SECTION 4: FIREWORKS PERMIT

TYPES OF PERMITS:	FEE:	CODE PROVISION:
<input type="checkbox"/> FIREWORKS*	\$25.00	RMC 8.04.010 Allows fireworks displays by permit with Council approval only.

FIREWORKS PERMIT:

PERSON IN CHARGE OF FIREWORKS DISPLAY OR PYROTECHNIC OPERATIONS:

LIST TYPES AND CLASS OF FIREWORKS TO BE DISPLAYED:

EVENT DESCRIPTION (Attach site map):

FIREWORKS DISPLAY MUST FOLLOW PROVISIONS OF THE CURRENT INTERNATIONAL FIRE CODE (IFC) CHAPTER 56, SECTIONS 5608.1-5608.10 AND CHAPTER 4, SECTION 403; AND NFPA 1123 OR NFPA 1126.
 APPLICANT IS REQUIRED TO ADVERTISE IN LOCAL NEWSPAPER OR MEDIA OUTLETS TO INFORM THE PUBLIC OF THE EVENT(S).

Attach letter of recommendation from Riverton Volunteer Fire Department Fire Chief.
 Required attendance at public hearing.

Megan Simms
 Signature of Applicant

***REQUIRES COUNCIL APPROVAL**

FOR OFFICE USE ONLY

DATE PAID: _____ PUBLIC HEARING DATE: _____

APPROVED / DENIED BY COUNCIL ACTION ON: _____ City Clerk Signature

OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:

SECTION 4: FIREWORKS

Riverton Volunteer Fire Department

Assistant Chief- Jake Blumenshine
Treasurer/ Fire Capt- Jesse Cassity
RRT Administrator- Matt Lee

Secretary- Chance Hinkle
Fire Captain- Ralph Estell
Training Captain- Seth Rohn



Fire Chief - Brian Hutchins

June 2, 2022

To Whom it May Concern:

On behalf of the Riverton Volunteer Fire Department I am endorsing the use of fireworks for a display to be held July 16, 2022. With the understanding that the firework display will be held at the Jaycee park, as it has been held there in the past.

RFD will be on standby with wildland trucks and an engine company if anything should arise.

The final decision to launch or cancel will be made mutually between the ranking fire officer on scene and a licensed pyrotechnician in the case of unfavorable conditions (for example wind or drought.)

If you have any questions please feel free to contact me directly at (307)840-0582 or by email rfdfirefighter51@gmail.com

Thank you,

Brian Hutchins

Brian Hutchins
Fire Chief

Protecting Lives and Property

404 S. Broadway • Riverton, Wyoming 82501 • Ph: (307) 856-8248 • Fx: (307) 857-0860

3D

Jaycee Park



City of Riverton, Wyoming



FIREWORKS PERMIT APPLICATION

A non-refundable processing fee of \$25.00 is due at the time of filing.

Name of Applicant: Riverton Little League

Address: PO Box 1083

Telephone Number: 840 1845 Kristina

Event for the purpose of fireworks display: Championship Night Fireworks

Location of the Event: Saban Complex

Start/Finish time of the event: 9:30pm - 11:00pm 6-30-2022

Person in charge of fireworks display or pyrotechnic operations. Flying Phoenix

Conditions of Permit

- Fireworks displays must follow guidelines established per Chapter 33, Sections 3301, 3302, 3308 and Chapter 4 Section 403, International Fire Code (IFC) current edition as specified by RMC and NFPA 1123 or NFPA 1126.
- ✓ Letter of recommendation from the Fire Chief of the Riverton Volunteer Fire Department must accompany permit application
- Required attendance at public hearing, upon notification
- ✓ Attach site plan per IFC 2003, Section 3308.2.1.
- ✓ Required advertising in local newspaper or media to inform the public of the event(s).
- List type(s) and Class of fireworks to be displayed (IFC 3308.3).

Class B cakes

Class B shells 5 inches and smaller

Signature of Applicant: [Signature]

Date: 6/1/22

Approved/Denied by Council action on _____, 20____.

CITY OF RIVERTON, WYOMING

City Clerk

Date application filed _____	Fee Paid _____
Public Hearing date _____	Date advertised _____
Notification to Owner _____	Copy to City Staff _____

Riverton Volunteer Fire Department

Assistant Chief- Jake Blumenshine
Treasurer/ Fire Capt- Jesse Cassity
RRT Administrator- Matt Lee

Secretary- Chance Hinkle
Fire Captain- Ralph Estell
Training Captain- Seth Rohn



Fire Chief - Brian Hutchins

June 1, 2022

To Whom it May Concern:

On behalf of the Riverton Volunteer Fire Department I am endorsing the use of fireworks for a display to be held June 30, 2022. With the understanding that the firework display will be held at the baseball fields on Smith Rd.

RFD will be on standby with wildland trucks and an engine company if anything should arise.

The final decision to launch or cancel will be made mutually between the ranking fire officer on scene and a licensed pyrotechnician in the case of unfavorable conditions (for example wind or drought.)

If you have any questions please feel free to contact me directly at (307)840-0582 or by email rfdfirefighter51@gmail.com

Thank you,

Brian Hutchins

Brian Hutchins
Fire Chief

Protecting Lives and Property

404 S. Broadway • Riverton, Wyoming 82501 • Ph: (307) 856-8248 • Fx: (307) 857-0860

little league fields riverton wy

Sort by More Filters



SHOW LIST



Change in usual location - would like to be east of complex

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Michael Miller – Director of Community Development
THROUGH: Anthony Tolstedt – City Administrator
DATE: June 7th, 2022
SUBJECT: ORDINANCE 22-005 – TITLE 17 ZONING DEFINITION ADDITION

Recommendation: The City Council adopt on First Reading Ordinance No. 22-005, Title 17 Zoning Definition Addition

Background: This definition addition was brought forth from the Planning Commission when City Council requested the Planning Commission provide research and recommendations regarding R-4 Residential zoning.

Discussion: Adding this definition in Riverton Municipal Code will allow developers to build open parking structures that follow engineering and building code within the City of Riverton.

Changes to RMC 17.05.010 Definitions

“Open parking garage” means a Type I or Type II construction open on two or more sides. Use is exclusively for parking or storage of vehicles. A side is considered open when the total area of the distributed openings are not less than 50% of the exterior projected area. An engineered or standard approved foundation design is required. It is required to meet or exceed wind and snow loading per local design criteria.

Planning Commission approved Ordinance No. 22-005 Title 17 Zoning Definition Addition on May 5th, 2022

Alternatives: In considering Ordinance 22-005, the Planning Commission may explore the following alternative actions:

1. Amend Riverton Municipal Code to add the definition for Open Parking Garage
2. Deny the request to change the Ordinance and continue to follow current practices and codes
3. Approve the changes with amendments and/or stipulations

Budget Impact: Adopting Ordinance No. 22-005 does not directly impact the current budget

PROPOSED ORDINANCE NO. 22-005

AN ORDINANCE AMENDING TITLE 17 “ZONING” TO REVISE CHAPTER 17.08 “DEFINITIONS”, SECTION 17.08.010 “DEFINITIONS”, OF THE RIVERTON MUNICIPAL CODE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, FREMONT COUNTY, WYOMING:

Section 1.

Title 17, Chapter 17.08 is hereby amended to read as follows:

Chapter 17.08 Definitions

17.08.010 Definitions.

“Open parking garage” means a Type I or Type II construction open on two or more sides. Use is exclusively for parking or storage of vehicles. A side is considered open when the total area of the distributed openings are not less than 50% of the exterior projected area. An engineered or standard approved foundation design is required. It is required to meet or exceed wind and snow loading per local design criteria.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2022.

CITY OF RIVERTON, WYOMING

By: _____
Richard P. Gard
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 22-005 was passed, adopted, and approved by the Governing Body of the City of Riverton on the _____ day of _____, 2022. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being _____.

Kristin S. Watson
City Clerk/Human Resource Director

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Michael Miller – Director of Community Development

THROUGH: Anthony Tolstedt – City Administrator

DATE: June 7th, 2022

SUBJECT: ORDINANCE 22-006 – R-4 RESIDENTIAL ZONING CHANGES

Recommendation: The City Council adopt on First Reading Ordinance No. 22-006, R-4 Residential Zoning Changes

Background: City Council requested that the Planning Commission conduct research and provide insight into the R-4 Residential Zoning for the City. The Planning Commission formed an R-4 Committee that researched and provided options to change some R-4 zoning requirements. The proposal was presented in front of City Council on April 19th and the changes were received with positivity.

Discussion: This ordinance is a change directly based on the R-4 Committees recommendations. Changes to the lot area and height and floor area are being recommended for change in the code to clearly define what is allowed on a lot zoned R-4. The changes recommended remove code that cascades into R-4 from R-1.

Changes to RMC 17.40.020 Lot Area

~~A. The lot area for a one-family dwelling must be a minimum of four thousand (4,000) square feet;~~

~~—B. The lot area for a multiple family dwelling must be a minimum of four thousand (4,000) square feet plus four hundred fifty (450) square feet for each additional living unit greater than two;~~

~~—C. A. Not more than fifty (50) percent of the lot area may be covered by the main and accessory buildings *except for open parking garages*; and~~

~~—D. B. Off-street parking must be provided pursuant to the provisions set forth in Chapter 15.36, as amended. (Ord. 16-004 § 1, 2016; Ord. 07-011 § 1, 2007; prior code Appx. B § 28)~~

Changes to RMC 17.40.030 Height and floor area

A. The maximum height of any building located in a residential R-4 district must be not more than fifty (50) feet.

~~—B.— The floor area of a one-family dwelling must be not less than eight hundred fifty (850) square feet on the first floor level above the ground. The total floor area requirement may be met by adding together the floor area of two or more levels, if:~~

~~—1.— The basement level is not more than forty-two (42) inches below the ground level; and~~

~~—2.— The first floor level above the ground has a floor area of not less than six hundred (600) square feet.~~

~~—C.— The floor area of each living unit in a multiple-family dwelling with two living units must be a minimum of four hundred twenty-five (425) square feet with not less than four hundred twenty-five (425) square feet on any one level.~~

~~—D. B.~~ The floor area of each living unit in a multiple-family dwelling with more than two living units must be a minimum of three hundred (300) square feet. (Ord. 16-004 § 1, 2016; Ord. 07-011 § 1, 2007; prior code Appx. B § 29)

Alternatives:

1. Amend Riverton Municipal Code to reflect changes to the lot use and height and floor requirements in an R-4 zoned area
2. Deny the request to change Riverton Municipal Code and keep the R-4 Zoning lot use and height and floor requirements as they are
3. Approve the changes with amendments and/or stipulations

Budget Impact: Adopting Ordinance No. 22-006 does not directly impact the current budget

PROPOSED ORDINANCE NO 22-006

AN ORDINANCE AMENDING TITLE 17 “ZONING”; CHAPTER 17.40 “R-4 RESIDENTIAL DISTRICT”; SECTION 17.40.020 “LOT AREA”; SECTION 17.40.030 “HEIGHT AND FLOOR AREA” OF THE RIVERTON MUNICIPAL CODE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, FREMONT COUNTY, WYOMING:

Section 1.

Title 17, Chapter 17.40, Section 17.40.020, Section 17.40.030 is hereby amended to include the following:

Section 17.40.020 Lot area.

In a residential R-4 district:

~~A. The lot area for a one-family dwelling must be a minimum of four thousand (4,000) square feet;~~

~~B. The lot area for a multiple-family dwelling must be a minimum of four thousand (4,000) square feet plus four hundred fifty (450) square feet for each additional living unit greater than two;~~

~~C. A.~~ Not more than fifty (50) percent of the lot area may be covered by the main and accessory buildings *except for open parking garages*; and

~~D. B.~~ Off-street parking must be provided pursuant to the provisions set forth in Chapter 15.36, as amended. (Ord. 16-004 § 1, 2016; Ord. 07-011 § 1, 2007; prior code Appx. B § 28)

Section 17.40.030 Height and floor area.

A. The maximum height of any building located in a residential R-4 district must be not more than fifty (50) feet.

~~B. The floor area of a one-family dwelling must be not less than eight hundred fifty (850) square feet on the first floor level above the ground. The total floor area requirement may be met by adding together the floor area of two or more levels, if:~~

~~1. The basement level is not more than forty-two (42) inches below the ground level; and~~

~~2. The first floor level above the ground has a floor area of not less than six hundred (600) square feet.~~

~~C. The floor area of each living unit in a multiple-family dwelling with two living units must be a minimum of four hundred twenty-five (425) square feet with not less than four hundred twenty-five (425) square feet on any one level.~~

~~D. B.~~ The floor area of each living unit in a multiple-family dwelling with more than two living units must be a minimum of three hundred (300) square feet. (Ord. 16-004 § 1, 2016; Ord. 07-011 § 1, 2007; prior code Appx. B § 29)

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This ordinance shall take effect from and after its passage, approval, and publication as required by law and ordinances of the City of Riverton.

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2022.

CITY OF RIVERTON, WYOMING

By: _____
Richard P. Gard
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director


ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 22-006 was passed, adopted, and approved by the Governing Body of the City of Riverton on the _____ day of _____, 2022. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being _____.

Kristin S. Watson
City Clerk/Human Resource Director

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Kyle J. Butterfield, Public Works Director 

THROUGH: Anthony Tolstedt, City Administrator

DATE: June 7, 2022

SUBJECT: Transfer of M&J Leisure, LLC Lease Agreements

Recommendation: The City Council approves the transfer or assignment of rights, privileges, uses, or interest in the ground lease agreements between the City of Riverton and M&J Leisure, LLC to Henderson Strategic Fund, LLC.

Background: M&J Leisure, LLC holds two ground leases at Central Wyoming Regional Airport. The first is a hangar supporting Classic Air Medical and the second supports fuel tanks privately operated by Classic Air Medical. Chad Henderson of Allegiance Leasing and M&H Leisure, LLC recently informed the city that the leasehold improvements associated with the above referenced leases were transferred to the Henderson Strategic Fund, LLC, which is owned and operated by Tony Henderson, his brother.

Discussion: In light of the aforementioned transfer of leasehold improvements, the city must now consider a transfer of associated ground leases from M&J Leisure, LLC to Henderson Strategic Fund, LLC. Each of the existing agreements allow for the lessee to transfer or assign leasehold improvements and lease interests to another party. However, the lessee is first required to receive consent from the city in order to do so.

Budget Impact: There is no budget impact on this action since it represents a transfer of existing leases and will not change revenues associated with them.

LEASE AND CONCESSION AGREEMENT

This Agreement is entered into by the CITY OF RIVERTON, Fremont County, Wyoming, a Municipal Corporation, ("City"), and M & J Leisure, LLC, ("Lessee"). The parties agree as follows:

1. In consideration of the covenants hereinafter set forth to be kept and performed by Lessee, City hereby leases to Lessee the following described property: Lot 7, Tank Farm Plat, Riverton Regional Airport.
2. TERM: This Agreement shall be effective for a term of ten years commencing April 1, 2012 and terminating March 31, 2022, with an option for five successive renewal terms of one year each on such terms and conditions as may be mutually agreed between the parties.
3. ANNUAL CASH RENTAL: Lessee shall pay to City for the right of utilizing and renting the above-described space an annual rental fee of \$663.00 (3,900 sq. ft. X \$0.17 per sq. ft.), said rental fees to be adjusted annually on the first day of April by applying the formula as set forth in this paragraph. The annual average for the United States for all items in the Consumer Price Index for the 12-month period ended in December as published by the U.S. Department of Labor shall be compared with the average one year preceding. The percentage increase or decrease resulting shall be applied to the amount of cash rental set forth in this section.
4. ADDITIONAL RENT FROM AVIATION FUEL SALES: In addition to the minimum cash rental payments set forth above, the Lessee shall pay to City five cents (5¢) for each gallon of all aviation fuel, including jet fuel, but excluding ground automotive fuel, loaded by the Lessee for sale, which additional rent shall be paid to City on or before the tenth (10) day after the close of the calendar month for such fuel loadings made during the preceding month. Rent payments made hereunder shall be accompanied by a statement from the Lessee showing the quantities by gallon of all aviation fuel loaded in the month accounted for and a statement from the fuel supplier stating the number of gallons delivered to Lessee during said month.
5. TAXES AND ASSESSMENTS: Lessee shall pay promptly when due all taxes and assessments which may be levied or charged against the premises or the buildings and improvements erected thereon.
6. BUILDING PERMITS: Lessee shall obtain a building permit from City and the approval of the City for any buildings or improvements placed thereon, and not to alter the same without first submitting all plans and specifications to the City and obtaining approval therefore.

7. UTILITIES: Any utilities or other public services which Lessee desires to use on the premises shall be placed underground in easements prescribed for such use and "as built" plans of the locations of such utility lines shall be provided to the Airport Manager. All utility arrangements shall be the sole responsibility of Lessee.
8. MAINTENANCE OF PREMISES: Lessee shall:
- 8.1 Keep and maintain the premises and all improvements thereon and parts thereof in good and substantial repair and condition;
 - 8.2 Maintain the premises free from the accumulation of junk and debris;
 - 8.3 Keep weeds and grass cut at all times; and
 - 8.4 Not place, nor permit or suffer to be placed, advertising signs on the premises, nor painted on any buildings or improvements situated thereon, without the prior written approval of the Lessor.
9. SUBLETS AND ASSIGNMENTS: Lessee shall not assign this lease nor to sublease the premises without the prior written consent of City.
10. CONFORMANCE WITH LAWS: Lessee shall comply with all local, state, and federal laws, and regulations, and shall not engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religious belief. Lessee shall not use or permit the use of the premises or any part thereof for any purpose that may be contrary to local, state, or federal laws and regulations, either as the same are now or may hereinafter be enacted. Including, without limitation, Federal Aviation Agency regulations and the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F shall not discriminate against any individual because of religious belief.
11. HOLD HARMLESS AND INSURANCE: Lessee shall save and keep City harmless from any and all liability, damages or injury resulting from the use and occupancy of said premises by Lessee. Lessee shall obtain and keep in force throughout the term of this Lease liability insurance with the following minimum coverages with limits not less than:
- 11.1 \$250,000.00 for any one injury;
 - 11.2 \$500,000.00 for any one accident; and
 - 11.3 \$100,000.00 for properly damage.
- Lessee shall be liable for any loss and damage to Lessee's property as a result of fire or other cause, including vandalism, malicious mischief or other criminal activity. Lessee shall furnish copies of the liability and physical damage insurance policies to City.
12. LOSS OR DESTRUCTION OF DEMISED PREMISES: In the event the premises is wholly or partially destroyed or damaged so as to render the whole or substantial part

thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within 120 days after the date of which the damage or destruction occurs, then this Lease Agreement, at the option of City, shall cease and terminate as of the date on which the destruction or damage occurred. Upon such termination, City shall repay to Lessee any rents theretofore paid by the Lessee with respect to any period subsequent to the date of such termination and thereon Lessee shall immediately surrender possession of the premises to City. If such destruction or damage can be repaired within the 120-day period referenced above, Lessee shall forthwith repair the same with all reasonable diligence and at its own expense, and the lease shall continue in full force and effect.

13. LEASE EXPIRATION: Lessee shall promptly surrender up and deliver possession of said premises to City in as good order and condition as when received by Lessee upon expiration of this lease or upon the termination thereof, as herein provided, except normal wear and tear and damage incurred by an Act of God or otherwise beyond the control of Lessee.
14. OPERATIONS COMPLIANCE: Lessee agrees to conduct all operations in accordance with the "Airport Operations Manual: Riverton Regional Airport", as the same currently exists and may from time to time be amended, and pursuant to all applicable rules and regulations of the Federal Aviation Administration. Lessee agrees that the premises shall be used exclusively for purposes related to aviation.
15. CIVIL RIGHTS COMPLIANCE. Lessee shall not discriminate in hiring practices, contracts, licenses, or services against any individual by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion. The details of compliance methods are explained in Title 49, Part 21, "Effectuation of Title VI of the Civil Rights Act of 1964", copies of which may be obtained from the Government Printing Office.
16. AIRCRAFT PARKING AND TIE DOWN: Lessee shall have the right to park and to provide airplane tie downs for lease or rent on that portion of the leased premises situated within the Airport Operations Area. The areas are to be marked and designated as parking or tie down areas and shall have the written approval of the Airport Manager. The Airport Manager may review any and all approved tie down and parking arrangements and require rearrangement or relocation of the tie downs and parking areas to provide for safety of the airport.
17. LIEN RIGHT: All property of Lessee which is now, or hereafter may be at any time during the term of this Lease Agreement, upon the premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of any rent and for my other damages arising from a breach by the Lessee of any covenant in the Agreement, and the Lessor may take possession of said property or any part or parts thereof and sell or cause the same to be sold at a public or private sale, with or without

notice to the highest bidder for cash, and apply the proceeds of said sale towards the cost thereof, and then toward the debt owed by Lessee to City or other damages.


18. AIRPORT TERMINAL EXPANSION OR ALTERATION: If, in the opinion of the City, said premises or any part thereof are necessary for the future expansion, improvements, or alterations of the Riverton Regional Airport Terminal Building, the City shall have the right to terminate this lease as to all or any part of the leased premises, upon giving ninety days written notice of such cancellation or termination to the Lessee; providing however, City shall pay the Lessee the fair market value of all improvements permanently erected by Lessee upon the part of the demised premises then subject to cancellation, and in the event the parties are unable to agree upon a fair market value, each party shall appoint an arbitrator and said arbitrators, acting jointly shall determine the fair market value of said improvements, and the amount of their determination shall be binding on both parties.
19. TERMINATION: This lease is made upon the condition that Lessee shall punctually perform all the covenants herein set forth to be performed by it, and if at any time there shall be a default in such performance and said default shall continue for a period of thirty days after notice therefore given the Lessee by City, City may at any time thereafter terminate this lease and re-enter upon the premises, take possession thereof and all improvements erected upon the premises by the Lessee shall become the property of City without further compensation.
20. NOTICES: Notices to Lessee required to be provided herein shall be sufficient if sent by United States Mail with sufficient postage prepaid and addressed to Lessee as follows:

M & J Leisure, LLC
5039 Fillmore
Ogden, UT 84403
21. ATTORNEY'S FEE: In the event this Lease is placed in the hands of an attorney for collection of rental, fees or damages, due or becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease, or for failure to observe any of the covenants of this Lease, Lessee shall pay City reasonable attorney's fees for services rendered City in that regard.
22. NONWAIVER: Any waiver by City of any breach of any covenant herein contained to be performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent City from declaring a forfeiture for any succeeding breach, either of the same or other conditions of the covenant.
23. BINDER: This lease shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

24. INDEPENDENCE OF AGREEMENT: It is understood and agreed that nothing herein is intended, or should be construed as in any way establishing a relationship of co-partners between the parties hereto, or as constituting Lessee as the agent, representative, or employee of City for any purpose, or in any manner whatsoever. The Lessee shall remain an independent contractor with respect to all services performed hereunder.
25. GOVERNMENTAL IMMUNITY: Nothing in the Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

DATED: Jan. 3, 2013

CITY OF RIVERTON, WYOMING
A Municipal corporation

By: 
Steven M. Weaver, City Administrator

ATTEST:


Courtney V. Schlander
City Clerk

M & J Leisure, LLC
A Utah Limited Liability Company

By: 
Tony Henderson
M & J Leisure, LLC

STATE OF Utah)
) SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me by Tony Henderson of M & J Leisure, LLC, known to me to be the person that executed the within instrument as the Lessee therein named, this 18 day of December, 2012.

Witness my hand and official seal.



Notary Public



My Commission Expires: _____

LEASE AGREEMENT

This Agreement is entered into by the CITY OF RIVERTON, Fremont County, Wyoming, a Municipal Corporation, ("City"), and M & J Leisure, LLC ("Lessee"). The parties agree as follows:

1. In consideration of the covenants hereinafter set forth to be kept and performed by Lessee, City hereby leases to Lessee the following described premises:

A lease agreement to include the footprint of an existing aircraft hangar over and across a portion of Lot 1, Block 1, Riverton Regional Airport Filing No. 1, as recorded in Drawer 1, Page 151 in the office of the Fremont County Clerk and Records, Lander, Wyoming, located in the SW¹/₄ of Section 18, T.1N., R.4E., W.R.M. City of Riverton, Fremont County, Wyoming, said lease agreement being more particularly described as follows:

Commencing at the SE corner of the SW¹/₄, said Section 18, thence N39°58'57"W, 2493.80 feet to the **POINT OF BEGINNING** of this lease agreement description; thence S89°54'19"W, 136.40 feet; thence N0°05'41"W, 100.37 feet; thence N89°54'19"E, 136.40 feet; thence S0°05'41"E, 100.37 feet to the Point of Beginning of this lease agreement description containing 13,690 square feet more or less and subject to all easements rights-of-way and restrictions of record.

2. TERM:

2.01: This Agreement shall be effective for a term of ten years commencing April 1, 2012 and terminating March 31, 2022 with an option for four successive renewal terms of ten year each.

2.02: Ninety (90) days prior to the expiration of this Lease Agreement, City shall contact by letter Lessee informing Lessee of the pending expiration and subsequent option to renew. If the Lease Agreement is not then in default, Lessee shall have the option to renew this Lease Agreement on the such terms and conditions mutually agreed between the parties except for the establishment of the land rental as herein provided. Option shall be for a period of ten (10) years and shall be exercised by notice in writing given to the City not less than thirty (30) days before the last day of the expiring term.

3. ANNUAL CASH RENTAL: Lessee shall pay to City for the right of utilizing and renting the above-described space an annual rental fee of \$2,327.30 (13,690 sq. ft. X \$.17 per sq. ft.), said rental fees to be adjusted annually on the first day of July by applying the formula as set forth in this paragraph. The annual average for the United States for all items in the Consumer Price Index-U for the 12-month period ended in May as published by the U.S. Department of Labor shall be compared with the average one year preceding. The percentage increase shall be applied to the amount of cash rental set forth in this section.

4. TAXES AND ASSESSMENTS: Lessee shall pay promptly when due all taxes and assessments which may be levied or charged against the premises or the buildings and improvements erected thereon.
5. BUILDING PERMITS: Lessee shall obtain a building permit from City and the approval of the City for any buildings or improvements placed thereon, and not to alter the same without first submitting all plans and specifications to the City and obtaining approval therefore.
6. UTILITIES: Any utilities or other public services which Lessee desires to use on the premises shall be placed underground in easements prescribed for such use and "as built" plans of the locations of such utility lines shall be provided to the Airport Manager. All utility arrangements shall be the sole responsibility of Lessee.
7. MAINTENANCE OF PREMISES: Lessee shall:
 1. Keep and maintain the premises and all improvements thereon and parts thereof in good and substantial repair and condition;
 2. Maintain the premises free from the accumulation of junk and debris;
 3. Keep weeds and grass cut at all times; and
 4. Not place, nor permit or suffer to be placed, advertising signs on the premises, nor painted on any buildings or improvements situated thereon, without the prior written approval of the Lessor.
 5. Maintenance of the premises shall include an area extending ten (10) feet beyond the perimeter of any structures.
8. SUBLETS AND ASSIGNMENTS:
 - 8.01: Lessee shall not assign, sublease, or transfer any of the rights, privileges, uses or interest arising hereunder unless first obtaining the written acknowledgement of City.
 - 8.02: Upon receipt of written acknowledgement of City under Section 8.01, Lessee shall then have the right to sublease all of the space demised hereunder; provided, however, that the Subtenant shall be subject to the same conditions, obligations and terms as set forth herein, and Lessee shall be responsible for the observance of Subtenant of the terms and covenants of the Lease Agreement. Lessee shall provide City a copy of any such sublease agreement.
 - 8.03: Upon written acknowledgement by City under Section 8.01, Lessee shall have the

right to transfer ownership of all structures, installations and improvements on the demised premises. Upon completion of the transfer and the signing of the Lease Agreement by the new owner/Lessee, the previous Lessee's Lease Agreement is terminated and any and all liability and financial interest is severed between former Lessee and City. The term of the Lease Agreement between City and new Lessee shall be that stipulated by the Lease Agreement of the former Lessee.

8.04: At all times and without notification of City by Lessee, Lessee is allowed to lease hangar space to other aircraft owners for the purposes of aircraft storage.

9. CONFORMANCE WITH LAWS: Lessee shall comply with all local, state, and federal laws, and regulations, and shall not engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religious belief. Lessee shall not use or permit the use of the premises or any part thereof for any purpose that may be contrary to local, state, or federal laws and regulations, either as the same are now or may hereinafter be enacted. Including, without limitation, Federal Aviation Agency regulations and the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F shall not discriminate against any individual because of religious belief.
10. LIABILITY: Lessee shall defend, and indemnify City from any and all loss, expense or liability, resulting from negligence of Lessee or any of its employees or agents in their use and occupancy of said premises, except that Lessee shall not be liable for loss or damage to City's property caused by fire or other hazards including vandalism and malicious mischief insured under an extended coverage endorsement. Lessee shall obtain and keep in force throughout the term of this lease a commercial general liability policy of insurance with limits not less than:

General Aggregate Limit	\$500,000.00
Products/Completed Operations Aggregate	\$500,000.00
Personal and/or Advertising Liability Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00
Fire Damage Limit	\$ 50,000.00
Medical Expense Limit (any one person)	\$ 5,000.00

Lessee shall furnish current certificates of insurance to City annually and City shall, at Lessee's request, furnish current evidence of insurance to Lessee as regards City's property insurance. The insurance limits are subject to compliance with any future legislative action changing the coverage requirements in compliance with the Wyoming Governmental Immunity Act.

11. LOSS OR DESTRUCTION OF DEMISED LEASEHOLD IMPROVEMENTS: In the event the leasehold improvements are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within 120 days after the date of which the damage or

destruction occurs, then this Lease Agreement, at the option of City, shall cease and terminate as of the date on which the destruction or damage occurred. Upon such termination, City shall repay to Lessee any rents theretofore paid by the Lessee with respect to any period subsequent to the date of such termination and thereon Lessee shall immediately surrender possession of the premises to City. If such destruction or damage can be repaired within the 120-day period referenced above, Lessee shall forthwith repair the same with all reasonable diligence and at its own expense, and the lease shall continue in full force and effect.

12. LEASE EXPIRATION: Lessee shall promptly surrender up and deliver possession of said premises to City in as good order and condition as when received by Lessee upon expiration of this lease or upon the termination thereof, as herein provided, except normal wear and tear and damage incurred by an Act of God or otherwise beyond the control of Lessee.

13. LEASE TERMINATION/ALTERATION:

12.01: In the event it becomes necessary to alter or replace this Lease Agreement due to events and conditions unforeseeable at the initiation of this Agreement, upon mutual consent of both parties a good faith effort shall be made by City and Lessee to enter into a new Lease Agreement mutually acceptable to both parties within ninety (90) days prior to the termination of this lease.

12.02: In the event the new Lease Agreement is unacceptable to Lessee, it is considered that no agreement has been reached and the lease shall be terminated. City shall by certified letter inform Lessee of said termination, and the termination date shall be considered to be the date of the receipt of the certified letter by Lessee.

12.03: Upon termination of this agreement by the passage of time or otherwise, the City shall have the option to require either the removal of all structures, installations or improvements within one hundred and twenty (120) days (as per 12.02) at Lessee's expense, or the sale by Lessee of all such structures, installations and improvements on the premises. In the event of a sale, City shall allow Lessee sufficient time to affect a sale at fair market value for all improvements on the premises. During the period prior to the sale, Lessee shall observe the terms and conditions of the new Lease Agreement. Upon written request by Lessee, City can extend the 120-day vacating period indefinitely to account for any factors it deems reasonable.

12.04: At any time, Lessee shall have the right at Lessee's expense to remove the structures, installations and improvements on the premises and deliver possession to City in as good order and condition as when received by Lessee said premises and terminate the Lease Agreement.

14. OPERATIONS COMPLIANCE: Lessee agrees to conduct all operations in accordance with the "Airport Operations Manual: Riverton Regional Airport", the Riverton Regional

Airport – Commercial Minimum Standards as the same currently exists and may from time to time be amended, and pursuant to all applicable rules and regulations of the Federal Aviation Administration. Lessee agrees that the premises shall be used exclusively for purposes related to aviation.

15. CIVIL RIGHTS COMPLIANCE. Lessee shall not discriminate in hiring practices, contracts, licenses, or services against any individual by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion. The details of compliance methods are explained in Title 49, Part 21, “Effectuation of Title VI of the Civil Rights Act of 1964”, copies of which may be obtained from the Government Printing Office.
16. LESSEE’S RIGHTS: In addition to the rights described elsewhere in this Agreement, Lessee shall have the use of the aforesaid premises for construction, installations or general improvements for the primary purpose of non-commercial storage and maintenance of aircraft. Additionally, other uses of the premises by the Lessee shall be permitted as long as the primary use remains for non-commercial storage and maintenance. Leasing of hangar space by the Lessee to other aircraft owners for the purpose of aircraft storage is considered non-commercial use.
17. LIEN RIGHT/NON-PERFORMANCE: Leasehold improvements on the premises shall be bound by and subject to a lien for the payment of any rent and for any other damages arising from a breach by the Lessee of any covenant in the Agreement, or for the non-performance of any covenant, and the Lessor may take possession of said improvements and sell or cause the same to be sold at a public or private sale to the highest bidder for cash, and apply the proceeds of said sale towards the cost thereof, and then toward the debt owed by Lessee to City for other damages. In the event of such sale, City must first notify by registered letter Lessee City’s intent 60 (sixty) days prior to the sale. Any proceeds of such a sale above the cost of the sale and debt owed by Lessee to City or other damages owed by Lessee shall be returned to the Lessee. After such sale, Lessee shall have no further obligation to the City.
18. AIRPORT EXPANSION OR ALTERATION: If, in the opinion of the City, said premises or any part thereof are necessary for the future expansion, improvements, or alterations of the Riverton Regional Airport, the City shall have the right to terminate this lease as to all or any part of the leased premises, upon giving ninety days written notice of such cancellation or termination to the Lessee; providing however, City shall pay the Lessee the fair market value of all improvements permanently erected by Lessee upon the part of the demised premises then subject to cancellation, and in the event the parties are unable to agree upon a fair market value, each party shall appoint an arbitrator and said arbitrators, acting jointly shall determine the fair market value of said improvements, and the amount of their determination shall be binding on both parties.
19. NOTICES: Notices to Lessee required to be provided herein shall be sufficient if sent by United States Mail with sufficient postage prepaid and addressed to Lessee as follows:

M & J Leisure, LLC
5039 Fillmore
Ogden, UT 84403

20. ATTORNEY'S FEE: In the event this Lease is placed in the hands of an attorney for collection of rental, fees or damages, due or becoming due hereunder, or to take possession of the premises and/or improvements, or to enforce compliance with the Lease, or for failure to observe any of the covenants of this Lease, Lessee shall pay City reasonable attorney's fees for services rendered City in that regard. In the event this Lease is placed in the hands of an attorney for failure by City to fully meet its obligations in a timely and professional manner, City shall pay Lessee reasonable attorney's fees for services rendered Lessee in that regard.
21. DISPUTE RESOLUTION: The parties hereto agree that if a dispute arises between them that they are not able to resolve between themselves, then they shall submit the dispute to non-binding mediation prior to either party filing suit. It is specifically acknowledged by the parties that submitting the matter to mediation shall be a condition precedent to either party filing a legal action in court and a remedy that must be exhausted prior to the filing of any such action. If the parties are unable to agree upon a mediator, then each shall select a mediator, and the two mediators shall select a third mediator, which third mediator shall conduct the mediation.
22. NONWAIVER: Any waiver by City of any breach of any covenant herein contained to be performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent City from declaring a forfeiture for any succeeding breach, either of the same or other conditions of the covenant.
23. BINDER: This lease shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
24. INDEPENDENCE OF AGREEMENT: It is understood and agreed that nothing herein is intended, or should be construed as in any way establishing a relationship of co-partners between the parties hereto, or as constituting Lessee as the agent, representative, or employee of City for any purpose, or in any manner whatsoever. The Lessee shall remain an independent contractor with respect to all services performed hereunder.
25. GOVERNMENTAL IMMUNITY: Nothing in the Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

DATED: _____, 2012.

CITY OF RIVERTON, WYOMING

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A Municipal corporation

By: Steven M. Weaver
Steven M. Weaver, City Administrator

ATTEST:

Courtney V. Soklander
City Clerk

M & J Leisure, LLC

By: Tony Henderson
Tony Henderson
M & J Leisure, LLC

STATE OF Utah)
) SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me by Tony Henderson of M & J Leisure, LLC, known to me to be the person that executed the within instrument as the Lessee therein named, this 18 day of December, 2012.

Witness my hand and official seal.

Chad Blain Henderson



Notary Public

My Commission Expires _____