



City of Riverton
Regular Council Meeting
Tuesday, October 1, 2024 at 7:00 pm
Riverton City Hall Council Chambers
816 N Federal Blvd.
Riverton, WY 82501

At 6:45 P.M. on Tuesday, October 1, 2024, 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: Mayor: Tim Hancock
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) Reports and Comments:
 - Council Committee Reports and Council Members' Roundtable.
 - City Administrator's Report.
 - Mayor's Comments.
- 8) Communication from the Floor – Citizen's Comments.
- 9) Consent Agenda:
 - Approval of the Minutes – September 17, 2024 Regular Council Meeting.
 - Approval of the Minutes – October 1, 2024 Finance Committee Meeting.
 - Approval of the Finance Committee Recommendations – October 1, 2024.
- 10) Optional ½% Excise Tax for Economic Development – Recipient Presentations: Golden Buffalo; Legacy Foam Solutions; and Miller Bulk Foods.
- 11) Consideration of Ordinance No. 24-006, 2nd Reading: Jaywalking.
- 12) Consideration of Resolution No. 1512: Police Department Fee Schedule.
- 13) Consideration of Resolution No. 1513: DOJ Grant Application Dispatch Equipment.
- 14) Airport Lease Agreement: Rendezvous Air, LLC
- 15) Executive Session.
- 16) Adjourn.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held September 17, 2024
7:00 PM

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

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

City Staff present: Administrative Services Director Mia Harris, City Engineer Brendan Thoman, Operations Division Manager Dan Adcock, Police Chief Eric Hurtado, Community Development Director Michael Miller, and Deputy City Clerk Max Batista.

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

Introduction & Oath of Office: Patrol Officers and Dispatcher - Police Chief Eric Hurtado introduced Patrol Officers Kendell Kramer and Emily Maus, and Dispatcher Trey Laird. Mayor Hancock conducted the Oath of Office.

Council Committee Reports & Council Members' Roundtable –Council Member Borders reported on the Paws & Pearls event she attended for the Paws for Life Animal League; Council Member Bailey reported on the Fix Our Roads Citizens Committee (FORCC) meeting; Council Member Larson reported on the Fremont County Solid Waste District Board meeting he attended; Council Member Salisbury reported on the Finance Committee meeting she attended. She also reported on Riverton High School Homecoming week.

Chief of Police's Report – Chief Eric Hurtado reported that the Evolve Diversify and Grow our Economy (EDGE) funding application period is open now through September 30, 2024. He also expressed appreciation for the Public Works Department and city staff for their coordination to ensure public safety during the homecoming parade and other events. Mr. Hurtado gave updates on the e-citation software capital project and staffing levels within the Police Department.

Mayor's Comments – Mayor Tim Hancock reported on a phone call he received from a citizen expressing appreciation for the Public Works Department. Mayor Hancock reported on the Tree Inventory Project, the Fiber Arts Guild, and the Heart Mountain Archeological Presentation events he attended.

Communication from the Floor – Riverton Middle School 4-H and FFA Club representatives attended to ask permission to hang flags during 4-H week and presented a proposed proclamation. It was the consensus of the council to allow flags during 4-H week and accept the proclamation declaring October 7, 2024, through October 12, 2024, as National 4-H week in Fremont County. The Riverton High School National Honor Society informed the public of their interest in serving the community. Jose Proo expressed his opposition to the Riverton Police Department. Julie Buller informed the council, city staff, and the public regarding changes being made addressing concerns of the Riverton Chamber of Commerce. Mrs. Buller also listed upcoming events the Riverton Chamber of Commerce is planning to host.

Consent Agenda – Administrative Services Director Mia Harris read the consent agenda items by title only: Approval of the Minutes – September 3, 2024 Regular Council Meeting; Approval of the Minutes – September 3, 2024 Executive Session; Approval of the Minutes – September 17, 2024 Finance Committee Meeting, Approval of the Finance Committee Recommendations – September 17, 2024; Approval of the Municipal Court Report for the month of August 2024; Open Container Permit Application: Archareya Friday, Birthday Party @ Sunset Park, September 22, 2024, 2:00 p.m. – 8:00 p.m.; claims to be paid in the amount of \$1,143,649.79, manual checks in the amount of \$3,100.00, payroll & liabilities for September 6, 2024, in the amount of \$222,808.19 for a total of \$1,369,557.98. Council Member Bailey moved, seconded by Council Member Larson, to approve the consent agenda as presented. Motion passed unanimously, with Council Member Bailey abstaining from the Bailey Enterprises claim on the claims approval list.

Optional 1/2% Excise Tax for Economic Development, Recipient Presentation – Riverton Youth Soccer Association – Administrative Services Director Mia Harris reported on the optional ½% sales tax. Mrs. Harris gave the floor to Josh Saltgaver with the Riverton Youth Soccer Association. Mr. Saltgaver then reported on how the Evolve Diversify and Grow our Economy (EDGE) funding has benefited the Riverton Youth Soccer Association.

Public Hearing & Consideration of Ordinance No. 24-006 1st Reading: Jaywalking – Police Chief Eric Hurtado reported on Ordinance No. 24-006. This ordinance would create a new section in the Riverton Municipal Code to address jaywalking and the safe crossing of streets. Administrative Services Director Mia Harris read Ordinance No. 24-006 by title only. Council Member Bailey moved, seconded by Council Member Larson, to open the public hearing. Motion passed unanimously. No communication was received from the floor. Council Member Larson moved, seconded by Council Member Bailey, to close the public hearing. Motion passed unanimously. After discussion from the council and city staff, Council Member Larson moved, seconded by Council Member Bailey, to adopt Ordinance No. 24-006 on first reading. Motion passed unanimously.

Bid Award: New 4X4 UTV with Enclosed Cab and Heater – Operations Division Manager Dan Adcock reported on the budgeted new 4X4 utility terrain vehicle (UTV) for the Public Works Department. Council Member Larson moved, seconded by Council Member Bailey, to award Stotz Equipment the bid for the new 4X4 UTV with an enclosed cab and heater in the amount of \$24,100.00. After discussion from the council and city staff, the motion passed unanimously.

Bid Award: Smith Road Storm Drain Replacement Project – City Engineer Brendan Thoman reported on the Smith Road Storm Drain Replacement Project. Council Member Bailey moved, seconded by Council Member Larson, to award the bid for the Smith Road Storm Drain Replacement Project in the amount of \$140,596.00 to Alexander Excavation. After discussion from the council and city staff, motion passed unanimously.

Police Department Crime Scene Software Presentation – Oscar360 – Detective Seargent Eric Smits gave an Oscar360 software demonstration.

Airport Lease Agreement – Hudson Holdings, LLC – Operations Division Manager Dan Adcock reported on a proposed lease agreement for the installation of vending machines at the Central Wyoming Regional Airport. Council Member Bailey moved, seconded by Council Member Larson, to approve the lease agreement for the nine square feet of space in the secure area holding room located at Central Wyoming Regional Airport, to Hudson Holdings, LLC, for the installation of a snack and drink vending machine. Motion passed unanimously.

Adjourn – There being no further business to come before the Council, Council Member Larson moved, seconded by Council Member Bailey, to adjourn the Regular Council meeting at 9:26 p.m. Motion passed unanimously.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

Publication Date:

CITY COUNCIL STAFF REPORT

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

FROM: Eric Hurtado, Chief of Police

THROUGH: Kyle J. Butterfield, City Administrator

DATE: October 1st, 2024

SUBJECT: Ordinance 24-006 – Crosswalks

Recommendation: Following a public hearing, the City Council approves the second reading Ordinance No. 24-006.

Background: The Riverton Police Department has the responsibility to enforce municipal ordinances as they relate to the safe movement of traffic and pedestrians within the City of Riverton. In response to an increased number of complaints regarding persons crossing roadways in an unsafe manner, staff recommends the City Council adopt language in the Riverton Municipal Code to address the issue. Proposed Ordinance 24-007 creates this language and centers on the appropriate use of crosswalks. The proposed ordinance comes after staff researched state statutes and codes from other municipalities relating to jaywalking offenses.

Discussion: The proposed ordinance creates a new section in Riverton Municipal Code to address jaywalking and the safe crossing of streets. Of note, it includes the following:

- A requirement for pedestrians to yield the right-of-way to vehicles on the roadway and to not suddenly leave a curb or other place of safety to walk in the path of a vehicle;
- A requirement for vehicles to yield the right-of-way to any pedestrian who lawfully enters a crosswalk; and
- Defines intersection for the purpose of the newly created section of code.

Budget Impact: There is no direct financial impact in passing Ordinance No. 24-007.

PROPOSED ORDINANCE NO. 24-006

AN ORDINANCE AMENDING TITLE 10 “VEHICLES AND TRAFFIC”, CHAPTER 10.12 “ADDITIONAL TRAFFIC REGULATIONS”, TO CREATE SECTION 10.12.190 “CROSSWALKS”, OF THE RIVERTON MUNICIPAL CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 10.12.190 of the Municipal Code for the City of Riverton is hereby created to read as follows:

Section 10.12.190 Crosswalks.

A. Subject to the prohibitions contained in Subsection B, every pedestrian upon a roadway, at any point other than within a marked crosswalk, or within an unmarked crosswalk at an intersection, shall:

1. Yield the right-of-way to all vehicles upon the roadway so near as to constitute an immediate hazard;
2. Not suddenly leave a curb or other place of safety and walk or run into the path of a vehicle that is so close as to constitute an immediate hazard;
3. Not unnecessarily stop or delay traffic while in a marked or unmarked crosswalk.

B. A person may not cross upon a roadway, or any specially designated section of roadway, designated as a hazardous location for pedestrians to cross by the Chief of Police, and which has been posted as “No Pedestrian Crossing.”

C. The driver of a vehicle, shall yield the right-of-way to any pedestrian who lawfully enters a marked crosswalk, a crosswalk with traffic control devices, or an unmarked crosswalk at an intersection, until the pedestrian has ~~until the pedestrian has~~ reached a place of safety.

D. For use in this section, an intersection is defined as:

1. The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict;
2. The junction of an alley with a street or highway does not constitute an intersection.

Section 2. 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 09/17/2024

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this day of 2024.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Clerk of the City of Riverton, attest that Ordinance No. 24-006 was passed, adopted, and approved by the Governing Body of the City of Riverton on the day of , 2024. 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 , 2024.

Mia Harris
Administrative Services Director

CITY COUNCIL STAFF REPORT

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

FROM: Eric Hurtado, Chief of Police

THROUGH: Kyle J. Butterfield, City Administrator

DATE: October 1, 2024

SUBJECT: Fee Schedule for Police Reports and Services – Resolution 1512

Recommendation: The Riverton City Council approves the Riverton Police Department to begin charging for copies of police investigative reports and other services.

Background: The Riverton Police Department receives an average of 25-30 public police report requests per week. To request a copy of a report, one can either visit the office or submit the request online. Upon receiving the request, the police department's administrative assistant will have up to 10 business days to complete it if the report is complete. The decision to release a report will be based on Wyoming State Statutes and the R.P.D.'s Release of Information Policy. Reports are purged based on retention guidelines set forth by the State of Wyoming and the Riverton Police Department policy.

Discussion: The Riverton Police Department doesn't have a standard fee for public reports. However, our staff has researched other agencies in Wyoming to understand if and how much they charge to provide copies of Police Investigative reports as well as other services. The Police Administrative Assistant has processed over 1,000+ Requests for copies of Police Investigations this year.

We have attached an example of what other agencies charge for their public reports, as well as the proposed fee structure. Additionally, we have included our policy on public records for your reference.

Budget Impact: Potential recovery of most of the Office Supply and Printing expenses incurred by the City. In 2023 these line items totaled nearly \$9,000.

<u>Agency</u>	<u>Reports</u>	<u>CD/Flash Drives</u>
<u>Rock Springs PD</u>	\$3 – 5/per report online or in-office \$2 fee for credit/debit card	\$10/per CD, flash drive, or photos
<u>Laramie PD</u>	\$5.25/per report	
<u>Jackson PD</u>	\$15/per report requiring redaction \$15/per video and electronic report Additional \$16/per hour for research	
<u>Casper PD</u>	\$5/per report Additional \$5 for redaction	\$25/per videos
<u>Cody PD</u>	\$20 minimum up to 1 hour \$5 for each additional 15 minutes	
<u>Cheyenne PD</u>	\$5/per printed, GovQA or faxed	
<u>Sheridan PD</u>	\$10/per report \$5.00 First 20 Pictures, Additional \$1 over 20 \$45.00/hour Intensive / Research \$90/per hour body cam / dash cam, one hour minimum	

Below is the proposed Fee Schedule for Police Reports and Services

<u>Production & Copy Fees</u>	<u>Fee</u>
Standard 8.5" x 11" Black & White Copy (Per Report / Incident #) online or in office reports (up to 20 pages)	\$5.00
Additional pages (Over 20)	\$0.25 each
Redaction & Research Fee	Staff Time over one hour
Postage and Handling	Actual Cost
Release to Agencies and Victims Who are Considered a Victim of a "Crime Against Persons"	No Charge
Fingerprint Rolling Fee (Up to 2-Cards/Visit)	\$5.00
Notary	\$2.00
Breathalyzer (Per Test / Non-Custody)	\$1.00
Flash drive/CD Per ea. media device	Actual Cost

RESOLUTION NO. 1512

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON ADOPTING A FEE SCHEDULE FOR POLICE REPORTS, SERVICES, AND REPLICATION OF PICTURES/VIDEO ONTO MEDIA STORAGE DEVICE REQUESTS.

WHEREAS, the provisions of the Wyoming Public Records Act are contained in Wyoming State Statute 16-4-201 through 16-4-205 and defines rules and regulations pertaining to the definition of public records and the right of inspection; and

WHEREAS, Wyoming State Statute 9-2-410 states “All public records are the property of the state. They shall be delivered by outgoing officials and employees to their successors and shall be preserved, stored, transferred, destroyed or disposed of, and otherwise managed, only in accordance with W.S. 9-2-405 through 9-2-413.”; and

WHEREAS, Riverton Police Policy and Procedures number 1.19 regulates the handling of routine police reports, identifies restricted information which is “Privileged Information”; and

WHEREAS, public records are held in the City of Riverton archives, and dispositioned in accordance with the Wyoming State Archives Record Retention Schedule; and

WHEREAS, Wyoming State Statute 16-4-204 states that reasonable fees may be set by the official custodian for copies, printouts or photographs of public records;

WHEREAS, The Riverton City Council established fees for records request in City of Riverton Resolution No. 1504, which was adopted the 18th of June 2024

WHEREAS, rates charged for service fees related to police services and records requests are desired to reflect current prices; and

WHEREAS, the City of Riverton acknowledges its citizen’s rights to access available police records and documents and to obtain such documents pursuant to Wyoming State Law;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING, that the following fee schedule be adopted for all requests for police documents effective, October 2, 2024.

<u>Production & Copy Fees</u>	<u>Fee</u>
Standard 8.5" x 11" Black & White Copy (Per Report / Incident #) online or in office reports (up to 20 pages)	\$5.00
Additional pages (Over 20)	\$0.25 each
Redaction & Research Fee	Staff Time over one hour
Postage and Handling	Actual Cost
Release to Agencies and Victims Who are Considered a Victim of a “Crime Against Persons”	No Charge
Fingerprint Rolling Fee (Up to 2-Cards/Visit)	\$5.00
Notary	\$2.00
Breathalyzer (Per Test / Non-Custody)	\$1.00
Flash drive/CD Per ea. media device	Actual Cost

This fee schedule is not applicable to governmental entities and not intended for interdepartmental use.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Riverton, Wyoming, this ____ day of October 2024.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

CITY COUNCIL STAFF REPORT

TO: Mayor Tim Handcock and Members of the City Council

FROM: Eric Hurtado, Chief of Police

THROUGH: Kyle J. Butterfield, City Administrator

DATE: October 1st, 2024

SUBJECT: EDWARD BYRNE MEMORIAL JUSTIC ASSISTANCE GRANT 2024

Recommendation: The City Council approve Resolution No. 1513 for the submission of the Edward Bryne Memorial Justice Assistance Grant 2024.

Background: The Riverton Police Department wishes to submit a grant to the Bureau of Justice Assistance to purchase NTP PoE clock, purchase two 24/7 dispatch chairs and pay year two of contract for Everbridge software; a mass notification platform. Last year grant the City received \$14,305, this year if awarded would be \$14,271.

Discussion: If approved, the grant funds will cover several components. These include the acquisition of an NTP (network time protocol) clock to ensure synchronized and accurate timekeeping across the department, and purchase two 24/7 dispatch chairs. Payment for year two of Everbridge, a mass notification software, which will significantly enhance the department's emergency communication capacity. These strategic investments aim to elevate the police department's service quality, strengthen inter-departmental coordination, and ultimately improve public safety outcomes.

Alternatives:

- Not approve the submission of the grant.
- Approve with amendments or stipulations.

Budget Impact: The referenced grant doesn't not require a match from the City.

RESOLUTION NO. 1513

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON AUTHORIZING THE SUBMISSION OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT TO THE BUREAU OF JUSTICE ASSISTANCE TO PURCHASE NTP POE CLOCK, PURCHASE TWO 24/7 DISPATCH CHAIRS AND PAY YEAR TWO OF CONTRACT FOR EVERBRIDGE SOFTWARE; A MASS NOTIFICATION PLATFORM.

WHEREAS, the City Council desires to participate in the Edward Byrne Memorial Justice Assistance Program to assist in funding the purchase NTP PoE clock, purchase two 24/7 dispatch chairs and pay year two of contract for Everbridge software; a mass notification platform; and

WHEREAS, the City Council recognizes the need for this project; and

WHEREAS, the Bureau of Justice Assistance receives federal monies for the support of programs that help make our Nation’s communities safer by strengthening our criminal justice system with the funding they need to reduce crime, support law enforcement, and combat victimization; and

WHEREAS, the Bureau of Justice Assistance administers the received funds and improvement projects through the Edward Byrne Memorial Justice Assistance Program; and

WHEREAS, projects approved through the Edward Byrne Memorial Justice Assistance Grant are fully funded with grant monies at a ratio of 100:0.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING that a grant application be submitted to the Bureau of Justice Assistance grant program to fund the purchase NTP PoE clock, purchase two 24/7 dispatch chairs and pay year two of contract for Everbridge software; a mass notification platform.

BE IT FURTHER RESOLVED, the Chief of Police and Administrative Services Director are hereby designated as authorized representatives of the City of Riverton on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Riverton, Wyoming, on this 1th day of October, 2024.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

CITY COUNCIL STAFF REPORT

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

FROM: Brian Eggleston, Public Works Director
Bruce Ransom, Airport Division Manager

THROUGH: Kyle Butterfield, City Administrator

DATE: October 1, 2024

SUBJECT: Lease Agreement- Rendezvous Air, LLC

Recommendation: The City Council approves the termination of the existing ground hangar lease for Planefinders, LLC and grants approval of a new ground hangar lease for Rendezvous Air LLC, at Central Wyoming Regional Airport (RIW).

Background: On September 24, 2024 the Airport Division Manager was notified by Darren L Bailey, Principal of Rendezvous Air, LLC and hangar owners Robert Steen and Richard Jones, Principals of Planefinders, LLC with a request for City Councils consideration of a termination of Planefinders, LLC existing ground hangar lease and the formation of a new ground hangar lease for Rendezvous Air LLC. Robert Steen and Richard Jones have agreed to terms with Darrin L. Bailey of Rendezvous Air LLC for the sale of their hangar and they are requesting a new lease for the ground hangar. Pursuant to FAA grant assurances and United States Code, the City of Riverton is required to make RIW as self-sustaining as possible under the specific circumstances existing at the airport. To do so, the City of Riverton has established a number of fees to charge users of airport facilities. One such fee comes from the hangar ground lease.

Discussion: Pursuant to the sale of the hangar to Rendezvous Air LLC, both parties have requested that the City Council consider a termination of the existing lease and the establishment of a new lease rather than the assumption of Planefinders existing lease. The termination and approval of a new lease would also be the preferred outcome from the Airports standpoint. The existing lease was established on March 21, 2012 with an initial period of 10 years and four (4) subsequent renewals of 10 years each for a lease of 50 years in total.

With the changes in FAA recommendations and grant assurance considerations since then, the new hangar leases have incorporated provisions into them that allow for the airport to preserve their rights under the grant assurances. For example, the new wording in the leases gives the airport the first right to match any hangar purchase offers made by a third party to the hangar owner. This preserves the airports right should the airport wish to retain the hangar in the event of a sale. Another change from some of the previous leases is the length of the lease. The FAA guidelines recommend that existing buildings be set up for leases of around 25 years or thereabout. The logic is that existing buildings may already be dated and 50 year leases may limit the airports ability to remove an outdated structure.

The FAA recommends that 50 year leases be reserved for new constructions since the average life of a new building is 50 years. This also offers an incentive for new hangar builders to make the investment on the airfield with a longer lease which also aids in lender financing options.

As depicted in the attached **Exhibit A**, the existing hangar is 50'x 40' and located on a portion of Lot 4 Block 1 of the Central Wyoming Regional Airport, Filing No. 1 plat. The Airport Board unanimously supports the sale of the hangar and the termination of the existing lease and the establishment of the new lease.

The hangar ground lease agreement includes the following:

- A term of ten years (10) with the option of exercising three (3) successive 5 year renewal terms.
- The initial term of the agreement shall be for a period of nine (9) months.
- The first years lease is prorated for the remaining nine (9) months in FY25.
- Requirements detailing maintenance expectations of the premises and improvements.
- Requirements to submit for approval any building additions in the future
- A rental rate of \$0.18/sq. ft. adjusted annually by the Consumer Price Index.
- First right of refusal for city to purchase the building or improvements atop the ground lease area.
- Expectations of the lessee at the time of lease expiration.
- Remedies for termination and default.
- Restriction of subleases or assignments without the city's approval.

Budget Impact: The proposed lease agreement between the city and Rendezvous Air LLC will have a neutral effect on the budget as the lease rates will be the same as the existing lease rates and will generate an annual revenue of \$372.24.

Planefinders LLC

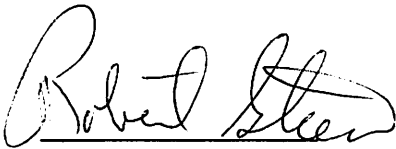
18th September, 2024

City of Riverton, Wyoming

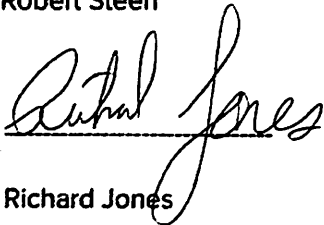
Dear Sirs,

Planefinders LLC, operated and owned by Robert Steen and Richard Jones currently have a lease contract for an airplane hanger with the City of Riverton for property at the Riverton Airport. Planefinders LLC has recently listed the hanger for sale, and it is under contract with a closing date of October 2024. We wish to terminate our lease, and the new owners will arrange a new lease with the City of Riverton to be instituted on the date of closing.

Sincerely,

A handwritten signature in cursive script that reads "Robert Steen". The signature is written in black ink and is positioned above a horizontal line.

Robert Steen

A handwritten signature in cursive script that reads "Richard Jones". The signature is written in black ink and is positioned above a horizontal line.

Richard Jones

**CENTRAL WYOMING REGIONAL AIRPORT
GROUND LEASE AGREEMENT FOR PRIVATE HANGAR**

This Agreement is entered into by the City of Riverton, Fremont County, Wyoming, a Municipal Corporation, ("City"), and Rendezvous Air, a Limited Liability Company ("Lessee"). The parties agree as follows:

1. LEASED PREMISES:

In consideration of the covenants hereinafter set forth to be kept and performed by Lessee, City hereby leases to Lessee the following described premises (the Premises): A lease agreement to include the footprint of an aircraft hangar over and across a portion of Central Wyoming Regional Airport, City of Riverton, Fremont County, Wyoming, said lease agreement as shown in Exhibit A and being more particularly described as follows:

A lease agreement to include the footprint of an existing aircraft hangar over and across a portion of Lot 4, Block 1, Central Wyoming 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 SW¼ 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 SW¼, said Section 18, thence N46° 41'23"W, 2317.68 feet to the POINT OF BEGINNING of this lease agreement description; thence S89° 55'05"W, 41.20 feet; thence N0° 04'55"W, 50.20 feet; thence N89° 55'05"E, 41.20 feet; thence S0° 04'53"E, 50.20 feet to the Point of Beginning of this lease agreement description containing 2,068 square feet more or less and subject to all easements rights-of-way and restrictions of record.

2. USE OF PREMISES:

A. Lessee's Rights and Obligations:

- i. The Premises shall be used for the express purpose of constructing, maintaining, and utilizing a hangar for the express purpose to hangar aircraft owned by Rendezvous Air, LLC or allowable sublets.
- ii. Lessee shall have quiet enjoyment of the Premises in accordance with the covenants in this Agreement.
- iii. Lessee shall not use the Premises to provide any kind of Commercial Aviation Services at Central Wyoming Regional Airport unless a Special Aviation Services Operator (SASO) Agreement is entered into between the City and Lessee.
- iv. Lessee shall keep and maintain the Premises and all improvements thereon and parts thereof in good and substantial repair and condition; maintain the Premises free from the accumulation of junk and debris; keep weeds and grass cut at all times; maintain all landscaped areas and keep parking lots and accesses on the Premises reasonably clear of snow; and 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 City.
- v. Maintenance of the Premises shall include an area extending ten (10) feet beyond the perimeter of any structures. In the event Lessee fails to so reasonably maintain or repair the Premises or improvements, City may, after providing written notice to Lessee, enter the Premises and perform the maintenance or repair. Lessee shall pay the costs of any such maintenance or repairs in addition to all other rental fees and other charges.

- B. City's Rights and Obligations:
- i. City shall indicate to Lessee in writing its approval of any proposed leasehold improvements based on submitted plans and specifications. Such approval shall not be unreasonably withheld, delayed or conditioned.
 - ii. City, its employees, agents, and representatives shall have the right to enter upon the Premises to inspect the Premises at any reasonable hour with reasonable notification. This Agreement does not authorize the City to inspect confidential records, files, or documents.
 - iii. City reserves a right of flight for the passage of aircraft in the airspace above the surface of the Premises and for the noise and fumes inherent in the operation of aircraft including landing, taking off, and operating aircrafts now known or hereafter used for flight or navigation.
 - iv. City shall be responsible for maintenance and snow removal of common use aprons, taxiways, and runways.

3. LEASEHOLD IMPROVEMENTS:

- A. Lessee shall, at its sole expense, pay all costs and expenses associated with the construction of all building(s) and improvements on the Premises.
- B. Lessee shall obtain a building permit from City and the approval of City for any building(s) or improvements placed thereon, and not to alter the same without first submitting all plans and specifications to City and obtaining approval therefore.
- C. Lessee shall submit to City for approval a complete set of plans and specifications of all proposed construction to include but not limited to:
 - i. Building plan – showing the type of building construction desired, type of building foundations proposed, type of exterior coverings facade and colors, roof materials etc., exterior building elevations, and floor plan including all dimensions. The building plan shall include an architectural streetscape view of all four sides of the building. Building design shall meet the snow and winds loads for our region.
 - ii. Site plan – a graphic representation of the proposed development showing the boundary of the site, all building locations, landscaped areas, site access, parking, drive and loading areas. The site plan shall be drawn to an appropriate scale (1"=30', 1"= 40', etc.) and shall include the dimension of all lots, and include a complete land development summary which includes gross site area, floor area, landscape area, lot coverage by principal and accessory structures, and number of parking and loading areas proposed.
 - iii. Landscape plan – concept level landscape plan to include locations and general description (deciduous, conifer, shrub, ground cover, turf, etc.). Any special use areas such as common areas and snow storage should be shown. Names of planting materials, sizes, quantities and a planting and maintenance plans for all proposed plant materials should be provided.
 - iv. Grading and drainage plan – conceptual plan showing existing and proposed contours with drainage depicted by flow arrows.
 - v. Utility plan – horizontal utility layout showing service lines and how they will be routed from mains. Any easements should be shown on this plan.
- D. The aforementioned plans and specifications once approved shall be attached to this Agreement as **Exhibit B**.

- E. Lessee shall file FAA Form 7460-1 with the Federal Aviation Administration (“FAA”) and obtain approval from the FAA prior to commencing any construction or alteration; City shall be copied on all correspondence to FAA.
- F. Lessee shall diligently pursue construction of the building(s) and improvements so that they will be completed within six (6) months from the date of this Agreement. Lessee shall not be responsible if the completion is delayed by virtue of strike, catastrophes, shortage of material, delays occasioned by actions of local, state, or federal agencies, or acts of God, or other causes beyond the control of Lessee.
- G. Aircraft aprons and hangar floors shall meet design criteria for the heaviest aircraft that could utilize the proposed hangar.
- H. Lessee shall within ninety (90) days after full development of the building(s) and improvements, provide City with a complete set of as-built drawings for the improvements that include at a minimum the plans required in 3.C. of this Agreement.

4. TERM:

- A. This Agreement shall be effective for a term of ten years commencing October 1, 2024 and terminating July 1, 2034 with an option for three (3) successive renewal terms of five (5) years each. The first year of the initial term of this Agreement shall be for a period of nine (9) months commencing on the 1st day of October 2024 and running through the 30th day of June 2025. The first year’s lease payment will be prorated to reflect nine (9) months of the standard twelve (12) month annual rental fee as outlined in Paragraph 5.
- B. Ninety (90) days prior to the expiration of this Agreement, Lessee shall provide written notice to City of Lessee’s intention to exercise aforementioned optional renewal terms. If the Agreement is not then in default, Lessee shall have the option to renew this Agreement on such terms and conditions mutually agreed between the parties.

5. RENTAL FEE:

- A. Lessee shall pay to City for the right of utilizing and renting the Premises an annual rental fee of \$372.24 (2,068 sq. ft. X \$0.18 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.
- B. Lessee agrees to pay interest on any billing thirty (30) days or more past due at a rate of 1.5% per month or 18% per year

6. TAXES AND ASSESSMENTS:

Lessee shall pay promptly when due all taxes and assessments which may be levied or charged against the Premises or the building(s) and improvements erected thereon.

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 City. All utility arrangements shall be the sole responsibility of Lessee.

8. SUBLETS AND ASSIGNMENTS:

Lessee shall not transfer, assign or otherwise alienate its interest in the Premises or sublet any part of the Premises without first obtaining City's written consent. City shall not unreasonably withhold, delay, or condition consent to any such assignment or subletting to any responsible corporation, individual or other business entity capable of receiving such assignment. Neither this Agreement nor any interest herein shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law

9. LIABILITY:

- A. Lessee shall assume liability for damage to property of, or personal injury to, its directors, officers, agents, employees, invitees and guests arising out of, or in connection with, the Lessee's use of the Premises; and to the extent permitted by applicable law, the Lessee shall indemnify, defend and save harmless the City from any and all liabilities, actions, claims, suits, losses, damages, damage to property, and injuries to persons, of whatsoever kind or nature resulting from or arising out of any acts of commission or omission by the Lessee, its agents, employees or customers, or arising from or out of the Lessee's occupation or use of the Premises or privileges granted.
- B. Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, comprehensive general liability and property damage insurance of not less than \$1,000,000 per occurrence protecting City against any and all liability from Lessee's use of the Premises or this Agreement. Lessee shall obtain and maintain fire insurance in an amount approved by City, but not in excess of the current value of the improvements.
- C. The insurance policy(s) specified above shall name City as an additional insured. Lessee shall furnish a certificate from the insurance carrier(s) showing insurance to be in full force and effect during the term of this Agreement. All policies shall provide for a minimum of ten working days' notice to City in the event of cancellation, non-renewal, or material change in the terms
- D. The insurance limits heretofore prescribed are subject to compliance with any future legislative action changing the coverage requirements in compliance with the Wyoming Governmental Immunity Act.
- E. Lessee bears sole risk of loss to all personal property on the Premises.
- F. If the Premises are damaged by fire or other casualty, this Agreement shall remain in effect and Lessee shall be obligated to replace any buildings or structures, using any insurance proceeds to fund such repairs or replacements.

10. RIGHT OF FIRST REFUSAL:

Lessee shall not sell the building(s) and improvements on the Premises prior to the end of the Agreement term unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Lessee receives a written offer to sell the building(s) and improvements on the Premises from a third party, which Lessee desires to accept, prior to the end of the Agreement term, Lessee shall give written notice to City, and such notice shall include a copy of the third party's written offer. City shall have thirty (30) days after receipt of such notice to match the third party's written offer by advising Lessee in writing that it will do so. If City does match such offer, City and Lessee shall close such transaction on the terms of the third party's offer, substituting only City for the third party. If City does not match the third party's written offer, Lessee may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Agreement. If, however, the sale to the identified third party does not close on the exact terms identified in the written offer, Lessee shall be obligated to re-offer said building(s) and improvements to City on the changed terms. The failure of City to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to City is not fully consummated

by the third party identified in the written offer. In no event shall the Lessee or any purchaser remove the building(s) and improvements unless requested to do so by City.

11. LEASE EXPIRATION:

- A. This Agreement shall expire on the last day of the term as defined in paragraph 4 herein. In the event a new agreement is not negotiated under the conditions of paragraph 11.C. hereunder, the building(s) and improvements placed upon the Premises by Lessee shall be removed at its own expense within sixty (60) days from the expiration of this Agreement with the understanding that weather may require an extension of time. In the event of removal of building(s) and improvements, the Premises must be left clean, orderly and as close to the original condition as reasonably possible, to include fine grading to allow for proper drainage. All components of the improvements removed from the Premises shall be completely removed from the site and disposed of away from Central Wyoming Regional Airport. Lessee shall not remove any permanent improvement, such as a floor upon which the hangar building sits, plumbing, electrical lines or other utilities without City's approval.
- B. If any building(s) and improvements or personal property is not disposed of as provided in paragraph 11.A. to the extent permitted by applicable law, they shall revert to, and absolute title shall vest in, City.
- C. In the event Lessee desires to continue to occupy the Premises, it may request that City grant a new agreement. Lessee shall be eligible for a new agreement on the Premises provided the following conditions are met by Lessee:
 - i. The Premises and all building(s) and improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and interior walls, ceilings, floors, doors, and any other items including those which are structural and/or aesthetic in nature. City reserves the right in its sole discretion to determine what constitutes a state of good repair.
 - ii. Tenant shall be in compliance with all other provisions of this Lease.

12. DEFAULT AND TERMINATION:

- A. If Lessee defaults in performance of any term of this Agreement and that default remains for a period of thirty (30) days after written notice of default, City may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due. In the former event, City may re-enter and take complete possession of the Premises and building(s) and improvements and remove Lessee's personal property, whereupon this Agreement, and all the rights of Lessee, shall terminate. City may also use any manner allowed by law to regain possession.
- B. If City defaults in its performance of any term of this Agreement and that default remains for a period of thirty (30) days after written notice of default, Lessee may terminate this Agreement.
- C. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within thirty (30) days remove all personal property from the Premises. Any remaining property is deemed abandoned by Lessee and belongs to City.
- D. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
- E. Lessee agrees that at the expiration or termination of the Agreement, it will cease to utilize the Premises for the purpose herein stated. Should Lessee hold over the use after thirty (30) days after the expiration of the Agreement, such holding over will be as a user at sufferance for which use it shall pay rental fees at double the amount herein provided and in addition be liable for any and all damages, costs and

expenses resulting from such use including all costs of collection and reasonable attorney fees.

13. 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.

14. REQUIREMENTS OF THE UNITED STATES:

This Agreement is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreement between City and the United States relative to the operation or maintenance of the Central Wyoming Regional Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal agency in the extension, expansion or development of said airport and facilities.

15. OPERATIONS COMPLIANCE:

In addition to all provisions of this Agreement, Lessee agrees to comply with the following documents now in effect or hereafter amended: Airport Operations Manual: Central Wyoming Regional Airport, the Central Wyoming Regional Airport Minimum Standards for Commercial Activities, the Central Wyoming Regional Airport Part 139 Airport Certification Manual, the Airport Security Plan, and all other policies, rules and regulations adopted by City, as all presently adopted, but also including any and all amendments made after the date of this Agreement. Copies of all documents are available for inspection in the Airport Division Manager's office. Lessee agrees that the premises shall be used exclusively for purposes related to aviation.

16. FEDERAL AVIATION ADMINISTRATION LEASE REQUIREMENTS:

A. Lessee for itself, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land": that:

- i. no person on the grounds of race, gender disability, color or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to, discrimination in the use of said facilities;
- ii. that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, gender disability, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- iii. that Tenant shall use this paragraph in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary of State, Part 21, Nondiscrimination in Federally assisted programs on the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices of each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

- C. Lessee shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color or national origin.
- D. Non-compliance with provisions (i), (ii) and (iii) in subparagraph A. above after written findings, shall constitute a material breach thereof, and in the event of such non-compliance, City shall have the right to terminate this Agreement and the estate hereby created without liability therefore, or at the election of City or the United States, either or both of said Governments shall have the right to judicially enforce said provisions (i), (ii) and (ii).
- E. Lessee agrees that it shall insert the above four provisions in any lease by which Lessee grants a right to any person, firm or corporation to render accommodations and/or services to the public on the Premises.
- F. Lessee agrees to comply with the notification and review requirements covered in Part 77 of Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any plan, modification or alteration of any present or future building or structure situated on the Premises.
- G. It is understood and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.
- H. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from or operating at Central Wyoming Regional Airport.
- I. Lessee by accepting this Agreement, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Premises above the elevation set in the airport zoning. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.
- J. Lessee, by accepting this Agreement, expressly agrees for itself, its successors and assigns, that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from Central Wyoming Regional Airport or otherwise constitute a hazard. In the event the aforementioned covenant is breached, City reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

17. AIRPORT EXPANSION OR ALTERATION:

If, in the opinion of the City, the Premises or any part thereof are necessary for the future expansion, improvements, or alterations of the Central Wyoming 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 (90) 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.

18. NOTICES:

Notices required to be provided herein shall be sufficient if sent by United States Mail with sufficient postage prepaid and addressed as follows:

If to City, addressed to:

Office of the Public Works Director City of Riverton
816 N Federal Boulevard
Riverton, WY 82501

If to Lessee, addressed to:

Rendezvous Air, LLC
P.O Box 1326
Riverton, WY 82501

19. 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 Agreement, or for failure to observe any of the covenants of this Agreement, Lessee shall pay City reasonable attorney's fees for services rendered City in that regard. In the event this Agreement 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.

20. 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.

21. SEVERABILITY:

If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

22. NO THIRD PARTY BENEFICIARY INTENDED:

This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.

23. 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.

24. 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.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this day and year.

DATED: _____ 2024.

CITY OF RIVERTON, WYOMING
A Municipal Corporation

By: _____
Tim Hancock, Mayor

ATTEST:

By: _____
Mia Harris, Administrative Services Director

RENDEZVOUS AIR, LLC

By: _____
Darren L. Bailey

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

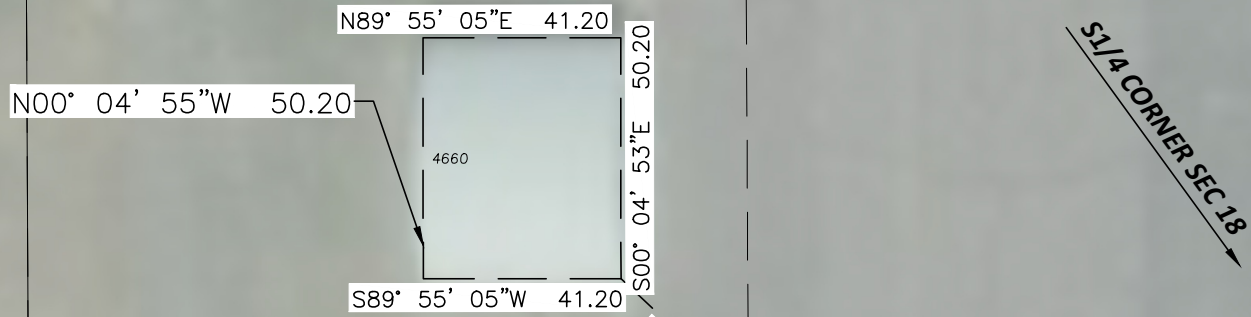
The foregoing instrument was acknowledged before me by known to me to be the person that executed the within instrument as the Lessee therein named, this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT "A"



A parcel of land in the W1/2SW1/4 of Section 18, T1N, R4E, WRM; Fremont County, Wyoming and more particularly described as follows:

A lease agreement to include the footprint of an existing aircraft hangar over and across a portion of Lot 4, Block 1, Central Wyoming 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 SW¼ 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 SW¼, said Section 18, thence N46° 41'23"W, 2317.68 feet to the POINT OF BEGINNING of this lease agreement description; thence S89° 55'05"W, 41.20 feet; thence N0° 04'55"W, 50.20 feet; thence N89° 55'05"E, 41.20 feet; thence S0° 04'53"E, 50.20 feet to the Point of Beginning of this lease agreement description containing 2,068 square feet more or less and subject to all easements rights-of-way and restrictions of record.