



City of Riverton
Regular Council Meeting
Tuesday, May 5, 2026 at 7:00 pm

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

At 6:45 P.M. on Tuesday, May 5, 2026, 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, Karen E. Johnson
Ward II: Karla Borders, Rebecca Brothers
Ward III: Mike Bailey, Eric P. Carr
- 5) Declaration of Quorum.
- 6) Approval of the Agenda.
- 7) Introduction & Oath of Office: Patrol Officer.
- 8) Nurses Week Proclamation.
- 9) Building Safety Month Proclamation.
- 10) Missing Murdered Indigenous Relatives Awareness Day Proclamation.
- 11) Reports and Comments:
 - Council Committee Reports and Council Members' Roundtable.
 - City Administrator's Report.
 - Mayor's Comments.
- 12) Communication from the Floor – Citizens' Comments.
- 13) Consent Agenda:
 - Minutes of the April 21, 2026 Regular Council Meeting.
 - Minutes of the May 5, 2026 Finance Committee Meeting.
 - Finance Committee Recommendations from May 5, 2026.
 - Municipal Court Report for the Month of April 2026.
- 14) Real Estate Services Contract Agreement.
- 15) Public Hearing & Consideration of Resolution Nos. 1549, 1550, 1551: Utility Rate Adjustments.
- 16) Riverton Youth Council – FY27 Goals.
- 17) Downtown Parking Recommendation.
- 18) Consideration of Resolution No. 1552: Paws for the Cause Committee.
- 19) Airport Lease Agreements – Ground Lease for FBO Terminal & Fuel Farm.
- 20) Executive Session – If Needed.

“Excellence in Service to the Rendezvous City”

21) Adjourn.

NURSES WEEK PROCLAMATION

Whereas, registered nurses in Wyoming constitute our state’s largest health care profession, and

Whereas, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the Wyoming population in a wide range of settings, and

Whereas, the Wyoming Nurses Association, as the voice for registered nurses in this state, is working to chart a new course for a healthy nation that relies on increasing access to primary and preventive health care, and better utilization of all our state’s registered nursing resources, and

Whereas, professional nursing is an indispensable component of the safety and quality of care of hospitalized and non-hospitalized patients, and

Whereas, the demand for registered nursing services will be greater than ever because of the aging of the Wyoming population, emerging health challenges, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services, and

Whereas, more qualified registered nurses are needed in the future to meet the increasingly complex needs of health care consumers in this community, and

Whereas, the cost-effective, safe, and high-quality health care services provided by registered nurses will be an increasingly important component of the Wyoming health care delivery system in the future, and

Whereas, the Wyoming Nurses Association has declared May 6-12 as Nurses Week, with the theme “The Power of Nurses,” with appreciation for nurses’ unparalleled impact and their contributions to health care, and an open invitation to #ThankANurse for enriching our lives and the world we live in, therefore be it

NOW, THEREFORE, I, Timothy Hancock, Mayor of the City of Riverton, do hereby proclaim May 6-12, 2026, Nurses Week and be resolved, that the residents of Wyoming celebrate registered nurses’ accomplishments and efforts to improve our health care system and show our appreciation for the state’s registered nurses not just during this week, but at every opportunity throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Riverton to be affixed this 5th day of May, 2026.

Tim Hancock, Mayor

Attest: _____
Mia Harris, Administrative Services Director



City of Riverton
816 N Federal Blvd | Riverton, WY 82501 | ph: 307.856.2227 | fax: 307.856.8270
riverton@rivertonwy.gov | www.rivertonwy.gov





Proclamation

Building Safety Month — May 2026

Whereas, the City of Riverton, Wyoming is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council (ICC), a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work, and play, and;

Whereas, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes, and;

Whereas, Building Safety Month is sponsored by ICC to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity, and;

Whereas, “Built to Last” the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local, and global scale, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience, and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Tim Hancock, Mayor, City of Riverton, do hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Tim Hancock, Mayor

Attest: _____
Mia Harris, Administrative Services Director



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Missing and Murdered Indigenous Relatives Awareness Day Proclamation

WHEREAS, the City of Riverton is located near the Wind River Indian Reservation and shares a deep and lasting connection with the Eastern Shoshone and Northern Arapaho peoples, whose cultures, histories, and lives contribute immeasurably to our community; and

WHEREAS, Indigenous women and girls face alarmingly high rates of violence, murder, and disappearance compared to other populations, a crisis that affects families and communities across Wyoming and the nation; and

WHEREAS, Wyoming's Native American population experiences significant disparities in missing persons and homicide rates, and the memory of those who are missing or murdered must be honored through awareness, advocacy, and action; and

WHEREAS, May 5th has been recognized nationally as **Missing and Murdered Indigenous Relatives Awareness Day** in memory of Hanna Harris, a Northern Cheyenne woman murdered in 2013, and in solidarity with all those who seek justice and healing; and

WHEREAS, the City of Riverton is committed to promoting public awareness, supporting families and survivors, and working toward justice for Native communities affected by this ongoing crisis;

NOW, THEREFORE, BE IT RESOLVED, that I, Tim Hancock, Mayor of the City of Riverton, Wyoming, do hereby proclaim **May 5, 2026**, and every May 5th thereafter, as:

MISSING AND MURDERED INDIGENOUS RELATIVES AWARENESS DAY

in Riverton, Wyoming, and encourage all citizens to honor the memory of those missing and murdered, to support community-based solutions, and to stand in solidarity with Indigenous peoples in the pursuit of justice, healing, and change.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Riverton to be affixed this 5th day of May, 2026.

Tim Hancock, Mayor

Attest: _____
Mia Harris, Administrative Services Director



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RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held April 21, 2026
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 Eric Carr, Rebecca Brothers, Mike Bailey, Karla Borders, and Karen Johnson. Council Member Johnson led the Pledge of Allegiance, and Council Member Brothers conducted the invocation.

Roll call was conducted. Council Member Borders moved, seconded by Council Member Bailey, to excuse Council Member Larson from the meeting. The motion passed unanimously. Mayor Hancock declared a quorum of the council.

City Staff present: City Administrator Kyle Butterfield, Administrative Services Director Mia Harris, Public Works Director Brendan Thoman, Police Chief Eric Hurtado, Police Lieutenant Eric Smits, Community Development Director Gary Michaud, and Deputy City Clerk Max Batista.

Approval of the Agenda – Council Member Johnson moved, seconded by Council Member Borders, to approve the agenda as presented. The motion passed unanimously.

Introduction & Oath of Office: Patrol Officers – Police Chief Eric Hurtado introduced Patrol Officer Jeffrey Manning, and Mayor Hancock conducted the Oath of Office.

National Apprenticeship Week Proclamation – Mayor Hancock presented a proclamation declaring April 26, through May 2, 2026, as National Apprenticeship Week.

Council Committee Reports & Council Members' Roundtable – During the roundtable, Council Members provided updates on recent meetings, activities, and upcoming community events. Council Member Brothers reported attending the Riverton Youth Council meeting and the Rotary Cleanup event, while Council Member Bailey reported attending the Airport Board meeting and the Rotary Cleanup event and noted the upcoming Boys & Girls Club Breakfast. Council Member Borders shared her participation in the 250th Semiquincentennial meetings and also highlighted the upcoming Boys & Girls Club Breakfast. Council Member Johnson expressed appreciation to all who participated in the Rotary Cleanup event. Council Member Carr reported on his attendance at the Chamber Lunch & Learn event and discussed the optional ¾% tax, reminded residents to remain cautious during construction season and watch for work zones, and addressed Community Development Director Gary Michaud and the Police Chief to request clarification regarding the Community Service Officer (CSO) position.

City Administrator's Report – City Administrator Butterfield expressed appreciation to the Information Technology (IT) team and the Fremont County Sheriff's Office, provided updates on Riverton Police Department staffing, and congratulated Lieutenant Smits and Fyler on their promotions. He also shared an update on the Joint Committee on Funding Key Services in relation to the optional ¾% tax and reported on his attendance at the Rotary Cleanup event. He then yielded the floor to Public Works Director Brendan Thoman, who provided updates on current and upcoming construction projects.

Mayor's Comments – Mayor Hancock reported on the upcoming Fremont County Association of Governments (FCAG) meeting he plans to attend, outlined the optional ¾% tax, and highlighted his planned attendance at the Boys & Girls Club Breakfast, DUI Taskforce meeting, and Wyoming Association of Municipalities (WAM) Region IV meeting. He also provided an update regarding the Joint Powers Agreement with the Wind River Visitors Council.

Communication from the Floor – Chuck Rogers expressed his concerns with the intersection of West Main Street and Hill Street. Larry Wallace with the Wind River Animal Welfare Association expressed his opposition to the idea of animal euthanization at PAWS for Life Animal League.

Consent Agenda – Administrative Services Director Mia Harris read the consent agenda items by title only: Minutes of the April 7, 2026 Regular Council Meeting; Minutes of the April 14, 2026 Council Work Session; Minutes of the April 21, 2026 Finance Committee Meeting; Finance Committee Recommendations from April 21, 2026. Finance Committee Chair Eric Carr reported that the Finance Committee approved claims to be paid in the amount of \$331,856.67, Elan credit card in the amount of \$6,113.46, payroll & liabilities for April 7, 2026, and payroll for April 16, 2026, in the amount of \$248,776.73, for a total of \$586,746.86. Council Member Bailey moved, seconded by Council Member Borders, to approve the consent agenda as presented. The motion passed unanimously, with Council Member Bailey abstaining from the claims related to Bailey Enterprises, Inc.

Community Development Department Annual Report – Community Development Department Gary Michaud and staff delivered a presentation on the activities of the Community Development Department.

Recess – Mayor Hancock called for a recess at 8:22 p.m. and reconvened the meeting at 8:36 p.m.

Council Member Bailey moved, seconded by Council Member Carr, to remove the Consideration of Resolution Nos. 1549, 1550, 1551: Utility Rate Adjustments until the next Regular Council Meeting. The motion passed unanimously.

New National Opioid Settlement Agreement – Six Remnant Defendants – City Administrator Kyle Butterfield reported on the New National Opioid Settlement Agreement. Council Member Johnson moved, seconded by Council Member Borders, to agree to opt-in to the Six Remnant Defendants Settlement Agreement and give signatory authority to the City Administrator. After discussion involving the council and city staff, the motion passed unanimously.

Consultant Selection – Real Estate Services – City Administrator Kyle Butterfield reported on the Real Estate Services Consultant selection process. Council Member Carr moved, seconded by Council Member Bailey, to select the highest-rated firm and approve the selection committee’s recommendation of Home Source Realty to provide professional real estate services, and to direct staff to finalize a contract for the services. The motion passed unanimously.

PAWS for Life Animal League Discussion – Mayor Hancock led the discussion regarding PAWS for Life Animal League. After discussion involving the council and members of the PAWS Board, no action was taken.

Executive Session – Real Estate – Council Member Bailey moved, seconded by Council Member Carr, to convene into executive session for the purpose of Real Estate. The motion passed unanimously at 9:41 p.m. City Administrator Kyle Butterfield was invited to attend. Council Member Carr moved, seconded by Council Member Johnson, to reconvene into regular session. The motion passed unanimously at 10:25 p.m.

Adjourn – There being no further business to come before the Council, Council Member Brothers moved, seconded by Council Member Johnson, to adjourn the Regular Council meeting at 10:26 p.m. The motion passed unanimously.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director


Publication Date:

**RIVERTON MUNICIPAL COURT
REPORT**

**CASH RECEIPTING
MARCH 27 2026 THROUGH APRIL 30, 2026**

TOTAL DOCKETS FOR APRIL 107									
	TOTAL	ADMIN			CREDIT				TOTAL
DATE	RECVD	FEES	FINES	COSTS	CARD	BOND	VCF	REST	RECVD
3/27-4/2/26	\$ 4,030.00	\$ 6.00	\$ 2,316.00	\$ 20.00	\$ 1,503.00	\$ 100.00		\$ 75.00	\$ 4,030.00
4/2-4/9/26	\$ 3,349.00	\$ 899.00	\$ 1,325.00	\$ 20.00	\$ 405.00	\$ 700.00	\$ -	\$ -	\$ 3,349.00
4/10-4/16/26	\$ 1,320.00	\$ 6.00	\$ 467.00	\$ -	\$ 202.00	\$ 600.00	\$ 25.00	\$ 20.00	\$ 1,320.00
4/17-4/23/26	\$ 2,500.00	\$ -	\$ 960.00	\$ 20.00	\$ 400.00	\$ 1,100.00	\$ -	\$ 20.00	\$ 2,500.00
4/24-4/30/26	\$ 2,952.03	\$ 14.00	\$ 876.00	\$ 20.00	\$ 1,967.03			\$ 75.00	\$ 2,952.03
SUB TOTAL	\$ 14,151.03	\$ 925.00	\$ 5,944.00	\$ 80.00	\$ 4,477.03	\$ 2,500.00	\$ 25.00	\$ 190.00	\$14,151.03
VCF	\$ 225.00	\$100 PD W/ CC 3/27; \$100 PD W/ BOND POSTED 11/26/25							
REST	\$ 115.00	\$100 PD W/ CC 4/22							
BOND	\$ 2,500.00								
<u>BCK GRNDS</u>									
E Shoshone	\$ 100.00								
WRC	\$ 340.00								
TOTAL	\$ 11,751.03								
							JUDGE MCKEE		

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Kyle J. Butterfield, City Administrator 
DATE: May 5, 2026
SUBJECT: Agreement for Professional Real Estate Services – Home Source Realty

Recommendation: The City Council approves the agreement with Home Source Realty for professional real estate services and authorizes Mayor Hancock to execute the contract.

Background: On April 19, 2026, the City Council reviewed the results of a qualifications-based selection process for professional real estate services and approved the recommendation of the selection committee to engage Home Source Realty. The prior agreement for these services expired in March 2026, necessitating the solicitation and selection of a new contract for continued services.

Discussion: Following Council direction, staff has worked with Home Source Realty to finalize a professional services agreement. The proposed contract, attached for Council review, establishes a four-year term beginning May 6, 2026, and concluding May 6, 2030.

The terms and conditions of the agreement are consistent with those included in the City's previous contract for real estate services (March 2022 through March 2026). Specifically, the agreement provides for brokerage compensation of six percent (6%) of the gross sales price for real estate transactions in which Home Source Realty serves as the listing broker. Additionally, the agreement establishes compensation of three percent (3%) of the gross sales price for transactions in which Home Source Realty acts as the buyer's agent, serves as an intermediary, or operates as a licensee with a customer.

The agreement continues to provide the City with access to professional real estate services including, but not limited to, marketing, evaluation, acquisition, exchange, and disposition of real property. These services are particularly important for ongoing development and sale of lots within the City-owned industrial park and other properties.

Budget Impact: Costs associated with this agreement are transaction-based and will only be incurred upon the successful completion of real estate transactions. The commission structure remains unchanged from the prior contract and will be applied as applicable to each transaction.



Home Source Realty, Inc.
Office 307-856-4663
Fax 307-856-4135

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT
SELLER AGENCY
(AGRICULTURAL)
(VACANT LAND)

1 **I. EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**, from May 06, 2026 through
2 May 06, 2030, inclusive, for and in consideration of the real estate brokerage services described below to be
3 performed by Home Source Realty, Inc., duly-licensed Wyoming real estate
4 broker (hereinafter "Broker"), and City of Riverton (hereinafter
5 "Seller"), whether one or more, hereby lists with said Broker, upon the terms and conditions set forth herein, the
6 following described property situated in the County of Fremont
7 Wyoming, commonly known as Piper Drive Lot 5 and
8 more particularly described as ("Property") RIW Industrial Park Lots 1,2,4, and 5

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12 **II. SELLER AUTHORIZATION AND AGENCY**

- 13 A. Seller hereby grants to Broker an exclusive right to sell such property within said time at the price and on
14 the terms herein stated, or at such other price and terms which may be accepted by Seller.
- 15 B. Seller hereby acknowledges that Broker and Broker's Salespeople are acting as Intermediaries in this
16 transaction. An Intermediary may assist the parties throughout the transaction with communication,
17 contract terms, and closing of the transaction. Seller consents that Broker may assist the Buyer and Seller
18 in the same transaction if the Buyer wants to look at or submit an offer on a property Broker has listed for
19 sale.
- 20 C. Seller has received and read a Real Estate Brokerage Disclosure Form which is made a part of the Contract
21 and is **attached hereto**.
- 22 D. Seller acknowledges that this Agreement is the initial agreement between the Parties and that compensation
23 is the Broker's agreed upon and appropriate compensation for services performed and that Seller will not
24 be liable for a greater commission for agreeing to a new brokerage relationship with Broker.
- 25 E. Seller further authorizes Broker, at **Broker's expense**, to:
 - 26 1. Accept earnest money deposits and retain such deposits in its trust account or with an authorized funds
27 holder until the parties thereto have agreed in writing to the disbursement of such deposits;
 - 28 2. Advertise the property, place a For Sale sign on the property, show the property at reasonable times,
29 and conduct open house promotions;
 - 30 3. Seller hereby authorizes and directs Broker to disclose to any MLS or Board of REALTORS® of which
31 it is a member, all prospective Subagents, prospective Buyers and/or Buyer's Agents, certified
32 appraisers, and/or prospective Intermediaries, conditions disclosed by Seller to Broker regarding the
33 real and/or personal property. Submit to MLS: (select one) Yes No; Install a lock box: (select
34 one) Yes No
 - 35 4. Offer cooperation and compensation to brokers who: (select applicable)
36 Are acting as Subagents, Broker shall offer compensation as follows _____ percent of
37 the gross sales price or \$ _____.
38 Are acting as Buyer's Agents, Broker shall offer compensation as follows 3.0 percent of
39 the gross sales price or \$ _____.
40 Are acting as Intermediaries, Broker shall offer compensation as follows 3.0 percent of
41 the gross sales price or \$ _____.
42 Are acting as Licensees with Customer, Broker shall offer compensation as follows
43 3 percent of the gross sales price or \$ _____.
 - 44 5. Report the closed sale and the terms thereof to any MLS or Board of REALTORS® of which it is a
45 member for further release to its members, or to potential clients, certified appraisers, or customers, for
46 their use as comparable market data and statistics; and
 - 47 6. List properties for other prospective Sellers without breaching any duty or obligation to Seller.

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III. PRICE AND TERMS

The Listing price shall be (\$ _____) Dollars payable upon the following terms and conditions: (select applicable) Cash Assumption New Loan Seller Financing (see terms in additional provisions).

IV. BROKER COMPENSATION

- A. The amount or rate of real estate commission is not fixed by law. It is set by each Broker individually and may be negotiable between Seller and Broker.
- B. Seller hereby agrees to pay Broker as compensation for Broker's services: (select applicable) Six% of the purchase price \$ _____ Other _____
 ///
- C. In case of any sale or exchange of the subject property within said listing period by Broker, or by any person, Seller shall pay the compensation at closing.
- D. "Sale," as used in this Contract shall include, but is not limited to, any exchange of the Property; any contribution or conveyance of the Property or any interest therein to any person or business entity; or the granting of an option to purchase the Property.
- E. Seller shall pay Broker the compensation at closing but no later than seven (7) days of the date written demand is mailed by Broker to Seller upon the occurrence of any of the following events:
 - 1. If Seller shall, within the listing period provided herein, either reject or fail to accept a written offer to purchase the subject property from a Buyer who is ready, willing, and able to purchase the subject property for the price and upon the terms provided herein at a time when another written offer to purchase the property has not been accepted by Seller; **OR**
 - 2. If the Property or any part thereof is sold, exchanged, leased, placed under contract or optioned, or if any other transaction occurs which causes or will cause an effective change of ownership of the Property from Seller to a third party within 30 days after the expiration of this Contract, to or with any person, firm, corporation or other entity or anyone acting for such person, firm, corporation or other entity to whom the property was introduced by Seller, Broker or any of Broker's Salespeople or by any other person, and whose name was disclosed by Broker to Seller, in any manner, including in writing, electronically or orally, prior to expiration of this Contract or, if not provided to Seller prior to expiration, by written notice, deposited in the U.S. Mail, certified mail, return receipt requested and postage prepaid, before midnight of the seventh (7th) day following the date of the termination of this Contract exclusive of the date of termination. A written offer to purchase or otherwise transact on the Property submitted to Seller during the term of this Contract shall constitute the notice required by this subparagraph without further notice to Seller. **OR**
 - 3. If Seller shall refuse to close a sale of the subject property even though Seller, within said listing period has entered into a fully executed contract for the sale of said property.
 - 4. In the event that a commission is earned for the lease, sale, or exchange of this property by another Wyoming licensed real estate Broker with whom Seller lists the property at any time after termination of this Contract, the protection stated above shall be waived so that Seller is not liable for dual commissions.
- F. In the event of forfeiture of payments made by a prospective Buyer on any contract obtained during the term of this Contract, the sums so forfeited shall be divided between Broker and Seller, _____ 0.00% thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.
- G. A lease commission of: (select applicable) _____ % of the total lease payments \$0.00 Other /// in the event that Broker or any other person negotiates a lease acceptable to Seller during the term of this Contract, payable upon execution of a lease or by mutual agreement of all parties.

V. LIMITATION ON BROKER'S COMPENSATION Broker shall not accept compensation from the Buyer, the Buyer's Agent, or any entity participating in or providing services for the Sale without the written consent of the Seller.

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VI. CLOSING COSTS

- A. Seller shall pay the following additional closing costs in collected, certified, or available funds acceptable to the Closing Agent at closing;
 - 1. Recording fee for any mortgage release(s), deed preparation and Owner's title insurance policy as stated below;
 - 2. Any cost of repairs Seller agrees to pay in the Contract to Buy and Sell Real Estate; and
 - 3. Other: None

- B. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowner's and condominium association fees, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed, to the extent due and payable on or before closing, shall be paid by Seller. Any such installments becoming due after closing shall be paid by Buyer, in the amount of \$0.00 per ////////// for a period of //////////.
- C. Closing Agent's fee shall be paid by: *(select applicable)* Buyer Seller Split between Buyer and Seller evenly Each to pay their own Other: Not to exceed \$150.00 each
- D. Any unreleased judgments, liens or other encumbrances affecting property included in the purchase price, and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction or paid by the responsible party in collected, certified, or available funds acceptable to the Closing Agent at closing.

VII. ITEMS INCLUDED IN PURCHASE PRICE

- A. Price shall include all fixtures currently on premises with the following fixture exceptions: None
- B. Non-fixture items included in the purchase price: None
- C. The price shall also include any of the following personal property equipment items currently on premises: None Vacant Lot
- D. To include the following air rights: None
- E. To include the following mineral rights: None
- F. To include the following leases, agreements, and permits (surface damage, grazing, water discharge, wind, farm, oil and gas, etc.): //////////
- G. To include the following water rights (ground, surface, reservoir, pipeline, and stock water): None
- H. To include the following growing crops: None To include the following growing crops: None
- I. The price shall also include any propane or other heating liquid remaining in any tank on the premises on the date of closing.



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VIII. TITLE

- A. The Owners of Record are City of Riverton who hold such fee interest as: *(select applicable)* Sole Ownership Husband and Wife A Married Couple/Tenants by Entirety Joint Tenants with Right of Survivorship Tenants in Common Partnership LLC Corporation Trust (Other) _____
- B. The Sellers (if different from the Owner of Record) are Approved City Official
- C. In case of sale or exchange, Seller agrees to furnish, at Seller's expense, an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable or satisfactory title in Seller.
- D. In case of sale or exchange, Seller agrees to execute and deliver a general warranty deed, or //// //////////////////// deed including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county, and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record and the following additional encumbrances which will NOT be released or discharged at closing: ////////////////////

IX. CLOSING AND POSSESSION

- A. Closing shall occur as mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of the original Contract.
- B. Possession shall be delivered to Buyer as mutually agreed in writing between the Buyer and Seller.
- C. Possession shall be subject to the leases or tenancies, if any.
 - 1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits are **attached hereto**. Seller agrees to notify Broker of any changes in tenant status immediately.
 - 2. All security/damage deposits shall be transferred to Buyer at closing.
- D. "Closing" is defined as "the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller."

X. CONDITION OF PROPERTY

Seller agrees that any defects of a material nature regarding the condition of the property or condition of title, actually known by Broker, must be disclosed by Broker to any Buyer. Seller hereby indemnifies and holds Broker harmless from all claims arising from Seller's failure to completely and accurately disclose, on an ongoing basis during the term of this Contract, all conditions of the property, the status of all financing and encumbrances and all special facts which may be material to Broker's representation of Seller's property.

(Select A or B):

- A. Seller has completed and attaches as an addendum hereto, the Property Disclosure. All known conditions of the real and/or personal property have been set forth in that Property Disclosure.
- B. A Property Disclosure is not available.

XI. INSPECTION

- A. Seller agrees to permit all electrical, mechanical, structural, pest, air quality (such as mold), environmental (such as radon or lead-based paint) and/or other inspections of the property by Broker, Subagents, prospective Buyers, Buyer's Agents, Intermediary Brokers or by third persons acting on their behalf, at reasonable times, upon at least 24 hours advance notice, and without expense to Seller unless otherwise agreed in writing.
- B. Broker has no duty to conduct an independent inspection of the property for the benefit of a Buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent

inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

XII. USDA GOVERNMENT PROGRAMS

(Select one)

- Seller does **NOT** participate in USDA Government Programs.
 Seller **DOES** participate in USDA Government Programs.

All beneficial interest that the Seller has in the crops will be transferred to the Buyer on the day of closing. Conservation Reserve Program contracts will be assumed and maintained by the Buyer with all payments prorated to the day of closing by the Farm Service Agency. On the day of closing, the Seller will contact the Farm Service Agency and Natural Resource Conservation Service to update ownership records.

XIII. DEFAULTS, REMEDIES AND ATTORNEY'S FEES

- A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may treat this Contract as breached and recover such damages as may be proper.
- B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees, costs, and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- C. Seller agrees that in the event of any controversy regarding earnest money or things of value held by Broker and/or Closing Agent, unless Broker and/or Closing Agent receives written instructions from both Buyer and Seller as set forth in Wyoming Statutes § 33-28-122(f) regarding disposition of the earnest money or things of value, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or things of value or may interplead all parties and deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker and/ or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interpleaded funds or things of value.

XIV. AGREEMENTS AND COVENANTS

- A. Broker agrees that, until closing, Broker shall convey to Seller every offer and counteroffer delivered to Broker as soon as practicable after receipt.
- B. **NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective Buyer because of the race, color, sex, sexual orientation, gender identity, national origin, familial status, physical or mental disability, or religion of such person.
- C. Seller agrees to refer to Broker all inquiries from other Brokers and all prospective Buyers received by Seller during the term of this Contract.
- D. Seller agrees that Broker shall not be responsible for property management or maintenance of the premises, or utilities; nor shall Broker be liable for damage of any kind occurring to the premises or injury to third parties, unless such damages or injuries shall be caused by the negligence of Broker.
- E. Seller hereby directs the holder of any note, lien, security agreement, financing statement, or other encumbrance secured by the above listed property to disclose to Broker the amount owing on said encumbrance and other terms thereof and provide copies of all documents relating to such encumbrances to Broker.
- F. The undersigned covenants that upon execution of this Contract:
- If Seller is a partnership, association, LLC, trust, or corporation, the undersigned is duly authorized to execute this Contract on behalf of such entity. **Evidence of authority is ATTACHED HERETO.**
 - If Seller is a person or entity other than the owner of record, such Seller has the authority to execute this Contract and perform all of the obligations of Seller herein, including the delivery of merchantable title at closing.
 - There are no outstanding or contemplated claims in connection with any insurance policy covering the above-described property, except: None

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT, SELLER AGENCY - AGRICULTURAL, VACANT LAND

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4. There are no legal proceedings that could affect title to the property such as bankruptcy, foreclosure, divorce, delinquent child support, probate, will contest, etc., except: None
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5. There have been no alterations, repair work or new construction, services performed, or materials furnished during the last 12 months for which there are unpaid bills or claims, except: None
-
-
6. On items included in purchase price, there are no chattel mortgages, conditional sales contracts, security agreements, financing statements, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon said real property or the improvements thereon, except: None
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7. There are no judgments or liens against the subject property or the Owner or Seller, EXCEPT general taxes for the year of closing and none
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XV. ADDITIONAL PROVISIONS

1. All offers are subject to City Council approval depending on Economic Development.

2. Lot 1 1.276 acres listing price to be \$38,000.00

Lot 2 1.276 acres listing price to be \$40,000.00

Lot 4 1.283 acres listing price to be \$40,000.00

Lot 5 1.424 acres listing price to be \$45,000.00

331 **XVI. MISCELLANEOUS TERMS.**

- 332 **A. DEFINED TERMS.** "N/A" is understood to mean "not applicable." This "Contract" shall refer to
- 333 the Contract to Buy and Sell Real Estate attached hereto. Any reference to acceptance shall mean
- 334 the date on which the last party signs this Contract or any Counteroffer without further modification
- 335 and delivers the same to the other party.
- 336 **B. EXECUTION.** This instrument may be executed in counterparts, each shall be an original, and all
- 337 of which together shall constitute one instrument. A signed counterpart delivered via electronic or
- 338 digital shall have the same force and effect as an original counterpart executed by such party. This
- 339 Contract may not be modified except by written instrument signed by both Seller and Buyer. The
- 340 parties hereto agree that electronic signatures and initials shall be legally binding.
- 341 **C. DAYS.** All references to "days" shall be deemed to refer to business days. The term "business days"
- 342 shall be defined as Monday through Friday, excluding Saturday, Sunday, and national holidays.
- 343 Should any performance date or deadline contained herein fall on a weekend or national holiday,
- 344 said date will automatically be extended to the next business day. The time in which any act required
- 345 under this Contract is to be performed shall be computed by excluding the day on which the
- 346 triggering event occurs and including the last day of such time period. All chronological times
- 347 referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be
- 348 Mountain Standard Time or Mountain Daylight Time as applicable. Whenever a provision of this
- 349 Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM
- 350 Mountain Time on such date as the deadline for such event, unless stated otherwise.
- 351 **D. NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or
- 352 Seller and shall be deemed to be delivered to either's respective broker (if working with a broker) or
- 353 Buyer at contact information provided in this Contract, in the following manner: (a) by personal
- 354 delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt
- 355 requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by
- 356 email. In each case, if a party is working with a broker, notice is effective to Buyer or Seller (as
- 357 applicable) if addressed to such party's broker, at the address, facsimile number, or email address
- 358 for such broker as listed in the Multiple Listing Service (MLS) or as set forth below.
- 359 **E. GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of
- 360 the State of Wyoming and venue for any court action arising out of this Contract shall be in the
- 361 county or counties which the Property is located.
- 362 **F. NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting
- 363 the Property, or amendments to existing leases (including renewals) or other written agreements,
- 364 without prior written approval of Buyer.
- 365 **G. CLOSING AGENT:** A closing agent is a neutral third party who assists the buyer, seller and lender
- 366 with a real and/or personal property sale and is responsible for ensuring that the necessary
- 367 agreements are properly executed, including collecting the signatures of both parties, witnessing the
- 368 signing, and providing copy of the agreement to both parties. The closing agent ensures that the funds
- 369 are properly disbursed.

371 **XVII. ADDENDA ATTACHED: (Check all that apply)**

- | | | | |
|-------------------------------------|---|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> | Lead-Based Paint Disclosure | <input type="checkbox"/> | Easements |
| <input type="checkbox"/> | Addendum for Additional Provisions | <input type="checkbox"/> | Property Condition Disclosure |
| <input checked="" type="checkbox"/> | Real Estate Brokerage Disclosure Form | <input type="checkbox"/> | 1031 Tax Deferred Exchange Notice |
| <input type="checkbox"/> | Consent Amendment & In-Company Transaction Disclosure | <input type="checkbox"/> | Evidence of Authority |
| <input type="checkbox"/> | Copies of all leases and/or written verifications of rental terms | <input type="checkbox"/> | Designation of Agent/Intermediary |
| <input type="checkbox"/> | Preliminary Title Commitment | <input type="checkbox"/> | HOA/COA Documents |
| <input type="checkbox"/> | Applicable Covenants | <input checked="" type="checkbox"/> | Other: <u>Contingency counter doc</u> |
| <input type="checkbox"/> | Mortgage Verification | | |

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XVIII. ACKNOWLEDGMENTS

- A. This Contract shall be executed in multiple copies and by their signatures hereon the parties acknowledge receipt of a signed copy at the time of signing.
- B. All representations made by Broker in the negotiations of this Contract have been incorporated herein; there are no oral agreements between Seller and Broker to modify the terms and conditions hereof and this Contract may be modified only in writing and executed by all parties hereto.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.

BROKERAGE FIRM: Home Source Realty, Inc.

By Licensee for Brokerage Firm: *George Piplica* Date 4-29-2026
Signature George Piplica

Seller _____ Date _____ Time _____

Seller _____ Date _____ Time _____

Seller _____ Date _____ Time _____

Seller _____ Date _____ Time _____



Home Source Realty, Inc.

Office 307-856-4663

Fax 307-856-4135

SELLER'S REAL ESTATE BROKERAGE DISCLOSURE**IMPORTANT NOTICE**

Home Source Realty, Inc.

(Name of Brokerage Company)

Any reference to "Broker" throughout this Disclosure and any associated real estate form shall mean "Responsible Broker, Associate Broker or Salesperson" as defined in Wyoming Statute 33-28-102.

When you select a Real Estate Brokerage Firm, Responsible Broker, Associate Broker, or Salesperson (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

Seller's Agent. (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's Agent, the broker represents the Seller. On properties listed with other brokerage companies, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. §33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's Subagent that are approved, directed, or ratified by the Seller.

Customer.

A Customer is a party to a real estate transaction that has established no Intermediary or agency relationship with any Broker in that transaction. A Broker may work either as an agent for the Seller, treating Buyer as a Customer, or as an agent for Buyer, treating Seller as a Customer. When another Broker represents a Buyer or Seller, a Broker may work with the other Buyer or Seller as a Customer, having no agency or Intermediary relationship with either party. A Broker working with a Customer shall owe no duty of confidentiality to a Customer. Any information shared with the Broker may be shared with the other party to the transaction at Customer's risk. The Customer should not tell the broker any information that the Customer does not want to be shared with the other party. The Broker must treat the Customer honestly and with fairness, disclosing all material matters known by the Broker. The Broker owes the Customer the obligations enumerated below for Intermediaries, which are marked with an asterisk. Wyo. Stat. § 33-28-310(a).

Buyer's Agent. (Requires written agreement with Buyer)

If a Buyer signs a written Buyer's Agent Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed, and ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. §33-28-304(c). As a Buyer's Agent, Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell Broker any information that the Seller does not want shared with the Buyer.

Intermediary. (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship that may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary, and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care; *
- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary; *

- present all offers and counter offers in a timely manner; *
- account promptly for all money and property Broker received; *
- keep you fully informed regarding the transaction; *
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction; *
- disclose to the parties any interests the Intermediary may have which are averse to the interest of either party;
- disclose to prospective Buyers, known adverse material facts about the property; *
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts, pertaining to the Buyer's financial ability to perform the terms of the transaction; *
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

As Intermediary, Broker will disclose all information to each party but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered; or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

Change From Agent to Intermediary In-House Transaction

If a Buyer who has signed a Buyer Agency Agreement with Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but is not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

Designated Agent. (requires written designation by the brokerage firm and acknowledgment by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or Intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-283-301(a)(x).

In order to facilitate a real estate transaction, a Brokerage Firm may designate a licensee as your agent or Intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Seller's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm, or the designation of agency may occur later if an "in house" real estate transaction occurs. At the time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

*** Duties Owed by An Agent But Not Owed By An Intermediary.**

WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIDUCIARY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY. SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGEMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER

SELLER'S REAL ESTATE BROKERAGE DISCLOSURE

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EXECUTES THIS DISCLOSURE AND ACKNOWLEDGEMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.

NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective Buyer because of the race, color, sex, sexual orientation, gender identity, national origin, familial status, physical or mental disability, or religion of such person.

The amount or rate of a real estate commission for any brokerage relationship is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.

On May 05, 2026 (date), I provided Seller with a copy of this Real Estate Brokerage Disclosure and have kept a copy for my records.

BROKERAGE FIRM Home Source Realty, Inc.

By Licensee for Brokerage Firm 
George Piplica

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on _____ (date) _____ (time) and hereby acknowledge receipt and understanding of this Disclosure.

Seller's Signature _____

Seller's Signature _____

Seller's Signature _____

Seller's Signature _____

This Real Estate Brokerage Disclosure was presented to Seller and Seller refused to sign above.

Broker/Licensee _____ Date _____

Seller's Name City of Riverton

SELLER'S ESTIMATED NET PROCEEDS



Home Source Realty, Inc.
Office 307-856-4663
Fax 307-856-4135

1 This Estimate is Prepared For:

2 City of Riverton

3 _____

4 _____

5 **Property Address:** Piper Drive Lot 1

6 **Estimated Date of Closing:** June 30, 2026

7 **In Reference to Contract:** Listing contract

8 _____

9 **Selling Price** \$ 38,000.00

10 First Mortgage Payoff \$ _____

11 Other Mortgage Payoff \$ _____

12 _____

13 Brokerage Fee \$ 2,280.00

14 Listing Side \$ 1,140.00

15 Selling Side \$ 1,140.00

16 Title Insurance Premium \$ 390.00

17 Interest on Existing Mortgages \$ _____

18 Seller Paid Discount Points \$ _____

19 Homeowners Fee Adjustment \$ _____

20 Property Tax Prorated \$ _____

21 Home Warranty Program \$ _____

22 Recording Fees (Mortgage Releases) \$ _____

23 Required Repairs \$ _____

24 Express Payoff to Mortgage Holder \$ _____

25 Closing Agent's Fee \$ 150.00

26 Deed Preparation: _____ \$ _____

27 Seller Concessions: _____ \$ _____

28 Seller Concessions: _____ \$ _____

29 Other Expenses: _____ \$ _____

30 Other Expenses: _____ \$ _____

31 Other Expenses: _____ \$ _____

32 Other Expenses: _____ \$ _____

33 **Estimated Costs of Sales** \$ 2,820.00

34 _____

35 **Net Proceeds from Sale** \$ 35,180.00

36 _____

37 Estimated and Prepared by: Home Source Realty

38 Firm Name Home Source Realty, Inc.

39 Address 804 West Main Street

40 City, State, Zip Riverton, Wyoming 82501

41 Date Prepared: April 29, 2026

Seller(s) Initials _____

42 _____

43 _____

All Information believed reliable but not warranted.

SELLER'S ESTIMATED NET PROCEEDS



Home Source Realty, Inc.
Office 307-856-4663
Fax 307-856-4135

1 **This Estimate is Prepared For:**

2 City of Riverton

3 _____

4 _____

5 **Property Address:** Piper Drive Lot 2

6 **Estimated Date of Closing:** June 30, 2026

7 **In Reference to Contract:** Listing contract

8 _____

9 **Selling Price** \$ _____ 40,000.00

10 First Mortgage Payoff \$ _____

11 Other Mortgage Payoff \$ _____

12 _____

13 Brokerage Fee \$ _____ 2,400.00

14 Listing Side \$ _____ 1,200.00

15 Selling Side \$ _____ 1,200.00

16 Title Insurance Premium \$ _____ 398.00

17 Interest on Existing Mortgages \$ _____

18 Seller Paid Discount Points \$ _____

19 Homeowners Fee Adjustment \$ _____

20 Property Tax Prorated \$ _____

21 Home Warranty Program \$ _____

22 Recording Fees (Mortgage Releases) \$ _____

23 Required Repairs \$ _____

24 Express Payoff to Mortgage Holder \$ _____

25 Closing Agent's Fee \$ _____ 150.00

26 Deed Preparation: _____ \$ _____

27 Seller Concessions: _____ \$ _____

28 Seller Concessions: _____ \$ _____

29 Other Expenses: _____ \$ _____

30 Other Expenses: _____ \$ _____

31 Other Expenses: _____ \$ _____

32 Other Expenses: _____ \$ _____

33 Estimated Costs of Sales \$ _____ 2,948.00

34 _____

35 **Net Proceeds from Sale** \$ _____ 37,052.00

36 _____

37 Estimated and Prepared by: Home Source Realty

38 Firm Name Home Source Realty, Inc.

39 Address 804 West Main Street

40 City, State, Zip Riverton, Wyoming 82501

41 Date Prepared: April 29, 2026

Seller(s) Initials _____

42 _____

43 _____

All Information believed reliable but not warranted.

SELLER'S ESTIMATED NET PROCEEDS



Home Source Realty, Inc.
Office 307-856-4663
Fax 307-856-4135

1 **This Estimate is Prepared For:**

2 City of Riverton

5 **Property Address:** Piper Drive Lot 4

6 **Estimated Date of Closing:** June 30, 2026

7 **In Reference to Contract:** Listing contract

9 **Selling Price**

\$ 40,000.00

10 First Mortgage Payoff

\$

11 Other Mortgage Payoff

\$

13 Brokerage Fee

\$ 2,400.00

14 Listing Side

\$ 1,200.00

15 Selling Side

\$ 1,200.00

16 Title Insurance Premium

\$ 398.00

17 Interest on Existing Mortgages

\$

18 Seller Paid Discount Points

\$

19 Homeowners Fee Adjustment

\$

20 Property Tax Prorated

\$

21 Home Warranty Program

\$

22 Recording Fees (Mortgage Releases)

\$

23 Required Repairs

\$

24 Express Payoff to Mortgage Holder

\$

25 Closing Agent's Fee

\$ 150.00

26 Deed Preparation:

\$

27 Seller Concessions:

\$

28 Seller Concessions:

\$

29 Other Expenses:

\$

30 Other Expenses:

\$

31 Other Expenses:

\$

32 Other Expenses:

\$

33 Estimated Costs of Sales

\$ 2,948.00

35 **Net Proceeds from Sale**

\$ 37,052.00

37 Estimated and Prepared by: Home Source Realty

38 Firm Name Home Source Realty, Inc.

39 Address 804 West Main Street

40 City, State, Zip Riverton, Wyoming 82501

41 Date Prepared: April 29, 2026

Seller(s) Initials

All Information believed reliable but not warranted.

SELLER'S ESTIMATED NET PROCEEDS



Home Source Realty, Inc.
Office 307-856-4663
Fax 307-856-4135

1 **This Estimate is Prepared For:**

2 City of Riverton

3 _____

4 _____

5 **Property Address:** Piper Drive Lot 5

6 **Estimated Date of Closing:** June 30, 2026

7 **In Reference to Contract:** Listing contract

8 _____

9 **Selling Price** \$ 45,000.00

10 First Mortgage Payoff \$ _____

11 Other Mortgage Payoff \$ _____

12 _____

13 Brokerage Fee \$ 2,700.00

14 Listing Side \$ 1,350.00

15 Selling Side \$ 1,350.00

16 Title Insurance Premium \$ 418.00

17 Interest on Existing Mortgages \$ _____

18 Seller Paid Discount Points \$ _____

19 Homeowners Fee Adjustment \$ _____

20 Property Tax Prorated \$ _____

21 Home Warranty Program \$ _____

22 Recording Fees (Mortgage Releases) \$ _____

23 Required Repairs \$ _____

24 Express Payoff to Mortgage Holder \$ _____

25 Closing Agent's Fee \$ 150.00

26 Deed Preparation: _____ \$ _____

27 Seller Concessions: _____ \$ _____

28 Seller Concessions: _____ \$ _____

29 Other Expenses: _____ \$ _____

30 Other Expenses: _____ \$ _____

31 Other Expenses: _____ \$ _____

32 Other Expenses: _____ \$ _____

33 Estimated Costs of Sales \$ 3,268.00

34 _____

35 **Net Proceeds from Sale** \$ 41,732.00

36 _____

37 Estimated and Prepared by: Home Source Realty

38 Firm Name Home Source Realty, Inc.

39 Address 804 West Main Street

40 City, State, Zip Riverton, Wyoming 82501

41 Date Prepared: April 29, 2026

Seller(s) Initials _____

42 _____

43 _____

All Information believed reliable but not warranted.

CONTINGENCY COUNTEROFFER

ECONOMIC DEVELOPMENT

The offer is accepted contingent upon the City of Riverton complying with the requirements of W.S. 15-1-112(b)(i)(D), which requires (1) the holding a public hearing by the City, (2) publication once a week for 3 consecutive weeks of a notice of public hearing, which publication shall include the offer and the appraised value of the real property, and (3) the governing body making a determination, after the public hearing, that you are acquiring the property for a use determined will benefit the economic development of the City.

NON-ECONOMIC DEVELOPMENT SALE

The offer is accepted contingent upon the City of Riverton complying with the requirements of W.S. 15-1-112(a), which requires (1) publication once a week for 3 consecutive weeks of a notice of intent to sell the property, that shall describe the terms of the sale, (2) that sealed bids will be accepted until a certain date and time, and (3) that the property will be sold to the highest responsible bidder as determined by the City of Riverton. Your offer will be considered as received and will be held confidential until the bid opening. You may submit additional bids if you desire.



804 W Main St
Riverton, WY 82501
307-856-4663

1632 Main St
Lander, WY 82520
307-332-7653

Privacy Policy

We Are Committed to Safeguarding Customer Information: In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information, particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability: This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information: Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect includes:

- Information we receive from you on contracts, forms and in other communications to us, whether in writing, in person, by telephone or any other means
- Information about your transactions with us, our affiliated companies or others.

Use of Information: We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely including the period after which any customer relationship has ceased. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies.

Confidentiality and Security: We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

DATE

DATE

CITY COUNCIL STAFF REPORT

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

FROM: Mia Harris, Administrative Services Director

THROUGH: Kyle Butterfield, City Administrator

DATE: May 5, 2026

SUBJECT: Resolution Nos. 1549, 1550, and 1551 Utility User Fee Adjustments

Recommendation: That the City Council approve:

- Resolution No. 1549 supporting a 2.5% increase to the Water Fund,
- Resolution No. 1550 supporting a 2.5% increase to the Wastewater Fund, and
- Resolution No. 1551 supporting a 2.5% increase to the Sanitation Fund.

Background: The Riverton Municipal Code requires the City Council to review and adjust user fees for enterprise funds by resolution, following public notice and a public hearing. Regular rate reviews help ensure the long-term fiscal stability of the City's enterprise funds and support ongoing infrastructure needs.

The last rate adjustment for water, wastewater, and sanitation services occurred in April 2025.

Discussion: The City of Riverton continues to address significant infrastructure needs across its water, wastewater, and sanitation systems. Many utility lines remain undersized, deteriorating, or constructed with outdated materials such as Orangeburg, transite, and clay. In addition, several major capital projects are planned or underway, requiring sustained financial preparation.

Planned and ongoing investments include:

- **Water System:** West Main Transmission Waterline replacement; multiple distribution line replacements; fire hydrant and valve replacements.
- **Wastewater System:** Replacement sewer jet; treatment plant upgrades.
- **Sanitation System:** Scheduled replacement of sanitation trucks and equipment.

Since July 2022, the City has invested over \$8.4 million in utility infrastructure maintenance and improvements. Looking ahead, the City estimates approximately \$42 million in additional capital needs across all enterprise funds through 2032. While grants and loans have supported several projects, funding partners consistently emphasize the importance of regular, incremental rate adjustments to demonstrate local commitment and maintain eligibility.

All enterprise funds remain financially stable for day-to-day operations. However, increasing capital demands—particularly within the water and wastewater systems—necessitate continued rate adjustments to ensure long-term sustainability.

Staff recommends a uniform 2.5% rate increase across all three enterprise funds to support ongoing operational and capital needs. If approved, these adjustments would take effect with the May 2026 utility billing cycle.

Alternatives:

- Adjust rates based on different percentages.
- Maintain current rates (no increase).

Budget Impact:

Based on FY26 revenue projections, the proposed rate adjustments will generate an estimated:

- **\$77,325** for the Water Fund,
- **\$67,750** for the Wastewater Fund, and
- **\$64,125** for the Sanitation Fund.



History of Utility Rate Increases - By Percentage

Year	Water	Wastewater	Sanitation
2003	2.60%	2.60%	2.60%
2004	1.90%	1.90%	1.90%
2005	3.00%	3.00%	3.00%
2006	5.00%	11.50%	54.00%
2007	10.00%	15.00%	5.00%
2008	4.00%	8.00%	-
2009	-	-	-
2010	3.00%	-	3.00%
2011	5.00%	-	23.00%
2012	7.55%	3.22%	2.60%
2013	4.00%	2.00%	2.00%
2014	1.10%	7.00%	1.10%
2015	-	-	-
2016	-	-	-
2017	5.40%	2.70%	2.70%
2018	2.40%	2.40%	2.40%
2019	Changed Rate Structure based on Study		
2020	-	-	-
2021	3.00%	3.00%	2.00%
2022	3.00%	3.00%	2.00%
2023	5.00%	3.00%	2.00%
2024	5.00%	3.00%	2.00%
2025	5.00%	5.00%	2.00%

Water
In City Water Fees & Charges
Proposed 2.5% Increase

0.025

Water Meter Size in inches	Plant Investment Fee	2.5% Proposed increase	New Plant Investment Fee (Rounded to nearest \$)	Monthly Minimum	2.5% Proposed increase	New Monthly Minimum	Unit Charge	2.5% Proposed increase	New Unit	Unit Charge	2.5% Proposed increase	New Unit
							per 1,000 Gallons for 0-5,999 Gallons		Charge per 1,000 Gallons for 0-5,999 Gallons	per 1,000 for 6,000 or more Gallons		Charge per 1,000 or more Gallons
.75 inch	\$ 765	\$ 19	\$ 784	\$ 25.41	\$ 0.64	\$ 26.05	\$ 3.21	\$ 0.08	\$ 3.29	\$ 3.69	\$ 0.09	\$ 3.78
1.00 inch	\$ 1,636	\$ 41	\$ 1,677	\$ 33.29	\$ 0.83	\$ 34.12	\$ 3.21	\$ 0.08	\$ 3.29	\$ 3.69	\$ 0.09	\$ 3.78
1.50 inch	\$ 3,086	\$ 77	\$ 3,163	\$ 46.40	\$ 1.16	\$ 47.56	\$ 3.21	\$ 0.08	\$ 3.29	\$ 3.69	\$ 0.09	\$ 3.78
2.00 inch	\$ 4,828	\$ 121	\$ 4,949	\$ 62.15	\$ 1.55	\$ 63.70	\$ 3.21	\$ 0.08	\$ 3.29	\$ 3.69	\$ 0.09	\$ 3.78
3.00 inch	\$ 9,471	\$ 237	\$ 9,708	\$ 104.15	\$ 2.60	\$ 106.75	\$ 3.21	\$ 0.08	\$ 3.29	\$ 3.69	\$ 0.09	\$ 3.78
4.00 inch	\$ 14,697	\$ 367	\$ 15,064	\$ 151.42	\$ 3.79	\$ 155.21	\$ 3.21	\$ 0.08	\$ 3.29	\$ 3.69	\$ 0.09	\$ 3.78
6.00 inch	\$ 29,208	\$ 730	\$ 29,938	\$ 282.66	\$ 7.07	\$ 289.73	\$ 3.21	\$ 0.08	\$ 3.29	\$ 3.69	\$ 0.09	\$ 3.78
8.00 inch	\$ 46,621	\$ 1,166	\$ 47,787	\$ 440.16	\$ 11.00	\$ 451.16	\$ 3.21	\$ 0.08	\$ 3.29	\$ 3.69	\$ 0.09	\$ 3.78

Out of City Water Fees & Charges

Water Meter Size in inches	Plant Investment Fee	2.5% Proposed increase	New Plant Investment Fee (Rounded to nearest \$)	Monthly Minimum	2.5% Proposed increase	New Monthly Minimum	Unit Charge	2.5% Proposed increase	New Unit	Unit Charge	2.5% Proposed increase	New Unit
							per 1,000 Gallons for 0-5,999 Gallons		Charge per 1,000 Gallons for 0-5,999 Gallons	per 1,000 for 6,000 or more Gallons		Charge per 1,000 or more Gallons
.75 inch	\$ 954	\$ 24	\$ 978	\$ 31.76	\$ 0.79	\$ 32.55	\$ 3.97	\$ 0.10	\$ 4.07	\$ 4.61	\$ 0.12	\$ 4.73
1.00 inch	\$ 2,043	\$ 51	\$ 2,094	\$ 41.62	\$ 1.04	\$ 42.66	\$ 3.97	\$ 0.10	\$ 4.07	\$ 4.61	\$ 0.12	\$ 4.73
1.50 inch	\$ 3,858	\$ 96	\$ 3,954	\$ 58.02	\$ 1.45	\$ 59.47	\$ 3.97	\$ 0.10	\$ 4.07	\$ 4.61	\$ 0.12	\$ 4.73
2.00 inch	\$ 6,035	\$ 151	\$ 6,186	\$ 77.71	\$ 1.94	\$ 79.65	\$ 3.97	\$ 0.10	\$ 4.07	\$ 4.61	\$ 0.12	\$ 4.73
3.00 inch	\$ 11,839	\$ 296	\$ 12,135	\$ 130.21	\$ 3.26	\$ 133.47	\$ 3.97	\$ 0.10	\$ 4.07	\$ 4.61	\$ 0.12	\$ 4.73
4.00 inch	\$ 18,369	\$ 459	\$ 18,828	\$ 189.25	\$ 4.73	\$ 193.98	\$ 3.97	\$ 0.10	\$ 4.07	\$ 4.61	\$ 0.12	\$ 4.73
6.00 inch	\$ 36,510	\$ 913	\$ 37,423	\$ 353.34	\$ 8.83	\$ 362.17	\$ 3.97	\$ 0.10	\$ 4.07	\$ 4.61	\$ 0.12	\$ 4.73
8.00 inch	\$ 58,276	\$ 1,457	\$ 59,733	\$ 550.22	\$ 13.76	\$ 563.98	\$ 3.97	\$ 0.10	\$ 4.07	\$ 4.61	\$ 0.12	\$ 4.73

Sample Water Bill
In City Water Fees & Charges

Meter Size	Gallons Used/1,000	Current Bill	New Bill	Increase
.75 inch	2	\$ 31.83	\$ 32.63	\$ 0.80
.75 inch	3	\$ 35.04	\$ 35.92	\$ 0.88
.75 inch	4	\$ 38.25	\$ 39.21	\$ 0.96
.75 inch	5	\$ 41.46	\$ 42.50	\$ 1.04
.75 inch	12	\$ 67.29	\$ 68.96	\$ 1.67
.75 inch	15	\$ 78.36	\$ 80.30	\$ 1.94
.75 inch	20	\$ 96.81	\$ 99.20	\$ 2.39
1.00 inch	2	\$ 39.71	\$ 40.70	\$ 0.99
1.00 inch	3	\$ 42.92	\$ 43.99	\$ 1.07
1.00 inch	4	\$ 46.13	\$ 47.28	\$ 1.15
1.00 inch	5	\$ 49.34	\$ 50.57	\$ 1.23
1.00 inch	12	\$ 75.17	\$ 77.03	\$ 1.86
1.00 inch	15	\$ 86.24	\$ 88.37	\$ 2.13
1.00 inch	20	\$ 104.69	\$ 107.27	\$ 2.58

**Sewer
In City Sewer Fees & Charges
Proposed 2.5% Increase**

Water Meter Size in inches	Plant Investment Fee	2.5% Proposed increase	New Plant Investment Fee (Rounded to nearest \$)		Monthly Minimum	2.5% Proposed increase	New Monthly Minimum	Unit Charge per 1,000 Gallons	2.5% Proposed increase	New Unit Charge per 1,000 Gallons
.75 inch	\$ 398	\$ 10	\$ 408	\$ 20.95	\$ 0.52	\$ 21.47	\$ 4.14	\$ 0.10	\$ 4.24	
1.00 inch	\$ 730	\$ 18	\$ 748	\$ 30.50	\$ 0.76	\$ 31.26	\$ 4.14	\$ 0.10	\$ 4.24	
1.50 inch	\$ 1,284	\$ 32	\$ 1,316	\$ 46.43	\$ 1.16	\$ 47.59	\$ 4.14	\$ 0.10	\$ 4.24	
2.00 inch	\$ 1,944	\$ 49	\$ 1,993	\$ 65.53	\$ 1.64	\$ 67.17	\$ 4.14	\$ 0.10	\$ 4.24	
3.00 inch	\$ 3,711	\$ 93	\$ 3,804	\$ 116.51	\$ 2.91	\$ 119.42	\$ 4.14	\$ 0.10	\$ 4.24	
4.00 inch	\$ 5,700	\$ 143	\$ 5,843	\$ 173.83	\$ 4.35	\$ 178.18	\$ 4.14	\$ 0.10	\$ 4.24	
6.00 inch	\$ 11,220	\$ 281	\$ 11,501	\$ 333.08	\$ 8.33	\$ 341.41	\$ 4.14	\$ 0.10	\$ 4.24	
8.00 inch	\$ 17,848	\$ 446	\$ 18,294	\$ 524.19	\$ 13.10	\$ 537.29	\$ 4.14	\$ 0.10	\$ 4.24	

Out of City Sewer Fees & Charges

Water Meter Size in inches	Plant Investment Fee	2.5% Proposed increase	New Plant Investment Fee (Rounded to nearest \$)		Monthly Minimum	2.5% Proposed increase	New Monthly Minimum	Unit Charge per 1,000 Gallons	2.5% Proposed increase	New Unit Charge per 1,000 Gallons
.75 inch	\$ 498	\$ 12	\$ 510	\$ 26.19	\$ 0.65	\$ 26.84	\$ 5.18	\$ 0.13	\$ 5.31	
1.00 inch	\$ 912	\$ 23	\$ 935	\$ 38.15	\$ 0.95	\$ 39.10	\$ 5.18	\$ 0.13	\$ 5.31	
1.50 inch	\$ 1,602	\$ 40	\$ 1,642	\$ 58.03	\$ 1.45	\$ 59.48	\$ 5.18	\$ 0.13	\$ 5.31	
2.00 inch	\$ 2,431	\$ 61	\$ 2,492	\$ 81.92	\$ 2.05	\$ 83.97	\$ 5.18	\$ 0.13	\$ 5.31	
3.00 inch	\$ 4,640	\$ 116	\$ 4,756	\$ 145.62	\$ 3.64	\$ 149.26	\$ 5.18	\$ 0.13	\$ 5.31	
4.00 inch	\$ 7,124	\$ 178	\$ 7,302	\$ 217.29	\$ 5.43	\$ 222.72	\$ 5.18	\$ 0.13	\$ 5.31	
6.00 inch	\$ 14,027	\$ 351	\$ 14,378	\$ 416.36	\$ 10.41	\$ 426.77	\$ 5.18	\$ 0.13	\$ 5.31	
8.00 inch	\$ 22,309	\$ 558	\$ 22,867	\$ 655.22	\$ 16.38	\$ 671.60	\$ 5.18	\$ 0.13	\$ 5.31	

Other Sewer Fees & Charges

	Current Rate	2.5% Proposed Increase	New Rate
Residential Flat Sewer/mo.	\$ 49.73	\$ 1.24	\$ 50.97
Commercial Flat Sewer/mo.	\$ 56.81	\$ 1.42	\$ 58.23
Wastewater Dump/1,000 gallons	\$ 99.61	\$ 2.49	\$ 102.10
Grease/1,000 gallons	\$ 129.38	\$ 3.23	\$ 132.61
WWTP Dump-Sump/1,000 gallons	\$ 355.67	\$ 8.89	\$ 364.56

Sanitation

In City Sanitation Fees & Charges
Proposed 2% Increase

0.025

Regular Service Type	Regular Rate	2% Proposed increase	New Regular Rate	Recycling Rate	2% Proposed increase	New Recycling Rate	Extra Container/Pi ckup Rate	2% Proposed increase	New Extra Container/ Pickup Rate
Residential 90- Gallon Rollout	\$ 34.76	\$ 0.87	\$ 35.63	\$ 35.20	\$ 0.88	\$ 36.08	\$ 7.28	\$ 0.18	\$ 7.46
Residential 45-Gallon Rollout	\$ 32.91	\$ 0.82	\$ 33.73	\$ 32.91	\$ 0.82	\$ 33.73	\$ 3.65	\$ 0.09	\$ 3.74
Commercial 3- YD Container	\$ 61.46	\$ 1.54	\$ 63.00	Not Available			\$ 49.02	\$ 1.23	\$ 50.25
Commercial 1.5 Yard Container	\$ 40.81	\$ 1.02	\$ 41.83	Not Available			\$ 13.49	\$ 0.34	\$ 13.83
	\$ -	\$ -							
Rental Service Type*		\$ -		Rental Rate (Per Container)					
20-Yard Roll-off	\$ 256.85	\$ 6.42	\$ 263.27	\$5.26/day + tipping fee					
30-Yard Roll- off	\$ 256.85	\$ 6.42	\$ 263.27	\$5.26/day + tipping fee					
Compactor (City Owned)	\$ 256.85	\$ 6.42	\$ 263.27	\$5.26/day + tipping fee					
Compactor (Privately Owned)	\$ 256.85	\$ 6.42	\$ 263.27	Tipping Fee					
Recycle Trailer	\$ 256.85	\$ 6.42	\$ 263.27	-					

.75 inch meter with zero usage & 90 Gallon Regular Garbage				
Service	Current Charge	Proposed Increase	Difference	
Water	\$ 25.41	\$ 26.05	\$	0.64
Sewer	\$ 20.95	\$ 21.47	\$	0.52
Garbage	\$ 34.76	\$ 35.63	\$	0.87
Total	\$ 81.12	\$ 83.15	\$	2.03

.75 inch meter with 2,000 usage & 90 Gallon Regular Garbage				
Service	Current Charge	Proposed Increase	Difference	
Water	\$ 31.83	\$ 32.63	\$	0.80
Sewer	\$ 29.23	\$ 29.95	\$	0.72
Garbage	\$ 34.76	\$ 35.63	\$	0.87
Total	\$ 95.82	\$ 98.21	\$	2.39

.75 inch meter with 4,000 usage & 90 Gallon Regular Garbage				
Service	Current Charge	Proposed Increase	Difference	
Water	\$ 38.25	\$ 39.21	\$	0.96
Sewer	\$ 37.51	\$ 38.43	\$	0.92
Garbage	\$ 34.76	\$ 35.63	\$	0.87
Total	\$ 110.52	\$ 113.27	\$	2.75

.75 inch meter with 12,000 usage & 90 Gallon Regular Garbage				
Service	Current Charge	Proposed Increase	Difference	
Water	\$ 67.29	\$ 68.96	\$	1.67
Sewer	\$ 70.63	\$ 72.35	\$	1.72
Garbage	\$ 34.76	\$ 35.63	\$	0.87
Total	\$ 172.68	\$ 176.94	\$	4.26

.75 inch meter with 20,000 usage & Commercial Garbage				
Service	Current Charge	Proposed Increase	Difference	
Water	\$ 96.81	\$ 99.20	\$	2.39
Sewer	\$ 103.75	\$ 106.27	\$	2.52
Garbage	\$ 61.46	\$ 63.00	\$	1.54
Total	\$ 262.02	\$ 268.47	\$	6.45

1.00 inch meter with zero usage & 90 Gallon Regular Garbage				
Service	Current Charge	Proposed Increase	Difference	
Water	\$ 33.29	\$ 34.12	\$	0.83
Sewer	\$ 30.50	\$ 31.26	\$	0.76
Garbage	\$ 34.76	\$ 35.63	\$	0.87
Total	\$ 98.55	\$ 101.01	\$	2.46

RESOLUTION NO. 1549

A RESOLUTION ADJUSTING THE AMOUNT OF USER FEES FOR THE CITY OF RIVERTON WATER SYSTEM.

WHEREAS, section 13.08.400 of the Riverton Municipal Code states that water rates shall be reviewed by the city council following public notice and may be adjusted by resolution of the city council; and

WHEREAS, the City Council of the City of Riverton, Wyoming held a public hearing on April 21, 2026, to consider and determine the same;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverton, Wyoming, hereby declare that the plant investment fees and water user fees shall be as follows:

In City Water Fees & Charges

Water Meter Size in Inches	Plant Investment Fee	Monthly Minimum Charge	Unit Charge per 1,000 Gallons for 0-5,999 Gallons	Unit Charge per 1,000 for 6,000 or more Gallons
0.75 inch	\$ 784	\$ 26.05	\$ 3.29	\$ 3.78
1.00 inch	\$ 1,677	\$ 34.12	\$ 3.29	\$ 3.78
1.50 inch	\$ 3,163	\$ 47.56	\$ 3.29	\$ 3.78
2.00 inch	\$ 4,949	\$ 63.70	\$ 3.29	\$ 3.78
3.00 inch	\$ 9,708	\$ 106.75	\$ 3.29	\$ 3.78
4.00 inch	\$ 15,064	\$ 155.21	\$ 3.29	\$ 3.78
6.00 inch	\$ 29,938	\$ 289.73	\$ 3.29	\$ 3.78
8.00 inch	\$ 47,787	\$ 451.16	\$ 3.29	\$ 3.78

Out of City Water Fees & Charges

Water Meter Size in Inches	Plant Investment Fee	Monthly Minimum Charge	Unit Charge per 1,000 Gallons for 0-5,999 Gallons	<u>Unit Charge per 1,000 for 6,000 or More Gallons</u>
0.75 inch	\$ 978	\$ 32.55	\$4.07	\$4.73
1.00 inch	\$ 2,094	\$ 42.66	\$4.07	\$4.73
1.50 inch	\$ 3,954	\$ 59.47	\$4.07	\$4.73
2.00 inch	\$ 6,186	\$ 79.65	\$4.07	\$4.73
3.00 inch	\$12,135	\$ 133.47	\$4.07	\$4.73
4.00 inch	\$18,828	\$ 193.98	\$4.07	\$4.73
6.00 inch	\$37,423	\$ 362.17	\$4.07	\$4.73
8.00 inch	\$59,733	\$ 563.98	\$4.07	\$4.73

BE IT FURTHER RESOLVED that this Resolution becomes effective with the April to May 2026 billing period.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2026, by the governing body of the City of Riverton, Wyoming.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RESOLUTION NO. 1550

**A RESOLUTION ADJUSTING THE AMOUNT OF USER FEES
FOR THE CITY OF RIVERTON WASTEWATER SYSTEM.**

WHEREAS, section 13.20.340 of the Riverton Municipal Code states that sewer rates shall be reviewed by the city council following public notice and may be adjusted by resolution of the city council; and

WHEREAS, the City Council of the City of Riverton, Wyoming held a public hearing on April 21, 2026, to consider and determine same;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverton, Wyoming, hereby declare that the plant investment fees and wastewater user fees shall be as follows:

In City Sewer Fees & Charges

Water Meter Size in Inches	Plant Investment Fee	Monthly Minimum Charge	Unit Charge per 1,000 Gallons
0.75 inch	\$ 408	\$21.47	\$4.24
1.00 inch	\$ 748	\$31.26	\$4.24
1.50 inch	\$ 1,316	\$47.59	\$4.24
2.00 inch	\$ 1,993	\$67.17	\$4.24
3.00 inch	\$ 3,804	\$119.42	\$4.24
4.00 inch	\$ 5,843	\$178.18	\$4.24
6.00 inch	\$11,501	\$341.41	\$4.24
8.00 inch	\$18,294	\$537.29	\$4.24

Out of City Sewer Fees & Charges

Water Meter Size in Inches	Plant Investment Fee	Monthly Minimum Charge	Unit Charge per 1,000 Gallons
0.75 inch	\$ 510	\$ 26.84	\$5.31
1.00 inch	\$ 935	\$ 39.10	\$5.31
1.50 inch	\$ 1,642	\$ 59.48	\$5.31
2.00 inch	\$ 2,492	\$ 83.97	\$5.31
3.00 inch	\$ 4,756	\$149.26	\$5.31
4.00 inch	\$ 7,302	\$222.72	\$5.31
6.00 inch	\$14,378	\$426.77	\$5.31
8.00 inch	\$22,867	\$671.60	\$5.31

Other Sewer Fees & Charges

Residential Flat Sewer	\$ 50.97 per month
Commercial Flat Sewer	\$ 58.23 per month
Wastewater Dump	\$ 102.10 per 1,000 gallons
Grease	\$ 132.61 per 1,000 gallons
WWTP Dump-Sump	\$ 364.56 per 1,000 gallons

BE IT FURTHER RESOLVED that this Resolution becomes effective with the April to May 2026 billing period.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2026, by the governing body of the City of Riverton, Wyoming.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RESOLUTION NO. 1551

**A RESOLUTION ADJUSTING RATES FOR THE
COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH,
AND DEBRIS.**

WHEREAS, Section 8.12.020 of the Riverton Municipal Code states that sanitation rates shall be reviewed by the city council following public notice and may be adjusted by resolution of the city council; and

WHEREAS, the City Council of the City of Riverton, Wyoming held a public hearing on April 21, 2026, to consider and determine same;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverton, Wyoming, hereby declares that an adjustment on all dollar amounts of the sanitation rate, rental rate and tipping fee be made as follows:

In City Sanitation Fees & Charges:

Regular Service Type	Regular Rate	Recycling Rate	Extra Container/Pickup Rate	Extra Container/Pickup Recycling Rate
Residential 90-Gallon Rollout	\$35.63	\$36.08	\$7.46	\$7.46
Residential 45-Gallon Rollout	\$33.73	\$33.73	\$3.74	\$3.74
Commercial 3-Yard Container	\$63.00	Not available	\$50.25	Not available
Commercial 1.5 Yard Container	\$41.83	Not available	\$13.83	Not available

Rental Service Type *	Delivery/Haul Fee	Rental Rate (Per Container)
20-Yard Roll-off	\$263.27	\$ 5.26/day + tipping fee
30-Yard Roll-off	\$263.27	\$ 5.26/day + tipping fee
Compactor (City Owned)	\$263.27	\$ 5.26/day + tipping fee
Compactor (Privately Owned)	\$263.27	Tipping fee
Recycle Trailer	\$263.27	-

*Rental Services are subject to container availability

BE IT FURTHER RESOLVED that this Resolution becomes effective with the April to May 2026 billing period.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2026, by the governing body of the City of Riverton, Wyoming.


CITY OF RIVERTON, WYOMING

By: _____
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: Kyle J. Butterfield, City Administrator 
DATE: May 5, 2026
SUBJECT: Riverton Youth Council – FY2027 Goals Presentation and Review

Recommendation: The City Council receives the presentation of the Riverton Youth Council FY2027 goals and provides feedback as deemed appropriate.

Background: The Riverton Youth Council (RYC) was established through Resolution No. 1523 and further supported by Resolution No. 1530. The purpose of RYC is to advise the Mayor and City Council on matters related to youth, promote civic engagement, and serve as a communication conduit between youth, the governing body, and the broader Riverton community.

Since its formation, RYC has worked to build a foundation for meaningful youth participation in local government. As part of this effort, the council continues to identify priorities and initiatives that align with its mission and the broader goals of the City Council.

In March 2026, RYC participated in a facilitated working session led by Community Development Director Michaud. This session focused on identifying priorities, refining the mission of the council, and establishing actionable goals for the upcoming fiscal year. Following this session, RYC met across several regular meetings to further develop and finalize its FY27 goals.

Discussion: The attached FY27 Goals document represents the culmination of the RYC’s strategic planning efforts. These goals reflect a strong emphasis on community engagement, civic education, and organizational effectiveness. Key focus areas include:

- **Public Engagement:** Increasing visibility through social media and local media outlets such as County 10 and The Ranger, while creating opportunities for community feedback and youth input.
- **Youth Community Service:** Developing a centralized calendar of service opportunities in partnership with local organizations, while promoting and tracking volunteer participation among Youth Council members.
- **Civic Education Opportunities:** Planning a field trip to the Wyoming State Capitol in Cheyenne to provide members with direct exposure to state government and opportunities to engage with legislators.
- **Youth Outreach:** Expanding engagement efforts to include middle school students, introducing younger audiences to civics and community involvement.
- **Community Partnerships:** Exploring collaboration with the Riverton Library to establish a Youth Council committee or subcommittee supporting youth-focused programming and literacy initiatives.

- **Organizational Effectiveness:** Improving meeting efficiency through structured agendas, defined roles, and increased member leadership in facilitation.

These goals demonstrate the RYC's commitment to enhancing civic participation among local youth while strengthening connections between the City and the community it serves.

Budget Impact: There is no direct budget impact associated with the presentation of the FY27 goals. However, certain initiatives, such as the proposed field trip to the Wyoming State Capitol, may result in future budget requests for Council consideration as part of the FY27 budget process.



Riverton Youth Council 2026-2027 Goals

Public Engagement (Social Media, Utilizing the Ranger and County 10)

Increase Youth Council visibility through social media and local media outlets such as County 10 and The Ranger.

Regularly share updates, events, and accomplishments with the community.

Create opportunities for community feedback and youth input.

Promote Youth Community Service

Develop a centralized calendar of community service opportunities in partnership with local nonprofits, service groups, and Riverton High School.

Track and promote volunteer hours and participation among Riverton Youth Council members.

Increase Youth Council involvement in ongoing and one-time service projects.

Field Trip to Capital (Cheyenne)

Plan and organize a Youth Council field trip to the Wyoming State Capitol in Cheyenne.

Make a formal budget request to City Administrator Butterfield

Provide opportunities to meet legislators and learn about state government.

Prepare members with background knowledge to fully engage in the experience.

Engage Younger Children in Civics

Create opportunities to introduce middle school students to civics and community involvement.

Form a Library Riverton Youth Council Committee

Partner with the Riverton Library to establish a Youth Council committee or subcommittee.

Support library programs, events, and youth-focused initiatives.

Encourage student participation in literacy and community learning opportunities.

More Efficient Meetings

Establish clear agendas, time limits, and defined roles for each meeting.

Create consistent procedures to keep meetings focused and productive.

Encourage member leadership by assigning facilitation roles and responsibilities.

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: May 5, 2026

SUBJECT: Downtown Parking - Update

Recommendation: The Riverton City Council discuss the results of the Police Department survey of merchants in the Riverton Downtown area relating to parking and provide direction of staff if further research is needed.

Background: At the February 17, 2026 Regular Council Meeting, a business owner on E. Main Street requested the City Council reinstate 2-hour limit parking along the Main Street corridor. In the distant history of Riverton, there had been parking meters installed in this section. They have since been removed and the parking reverted back to the existing NO OVERNIGHT type of parking.

The Police Department performed a survey where merchants along the affected section of the corridor were contacted regarding this request. The merchants were asked a series of questions to determine if a change in the existing parking regulation needed to be changed. Currently, there are no overnight parking along E Main Street with signs posted for ***NO PARKING*** between 3:00 A.M. – 6:00 AM.

The questions for the merchants included:

1. On the average, how long do your customers stay at your establishment?
2. Would you prefer to leave the parking along this area to stay AS-IS or change it?
3. If there was a timed limit for parking, what should it be? (20 Minute, 2-Hr/3-Hr)
4. Other comments?

The results of the survey are shown on ATTACHMENT “A”.

In summary, the results of the survey show that the majority of merchants along this corridor do not desire to make any changes at this time. There were several requests made during the survey to limit who would be allowed to park in the area but the enforcement would not be practical to enforce.

There is a desire to add additional handicapped parking in this area but placing such parking along E Main Street does have limitations due to the narrow roadways and Americans with Disabilities Act (ADA) requirements.

Discussion: Council can review the results of the survey. Council can direct staff to perform additional research or accept the results of the survey and not take any action.

Budget Impact: None at this time - pending council action if further engineering is needed.

Schedule A

Type of Business	Address	Customer inside-average time	Leave as-is	Comments	Other
Restaurant	203 E. Main St	1-2 Hours	√		
Organization	207 E. Main St	2+ Hours	√		
Business - Closed	217 E. Main St				
Restaurant	221 E. Main St	1 1/2 Hours			
Business	223 E, Main St			Change to 3 hours	
Restaurant	301 E, Main St	1 1/2 Hours		Change to 3 hours	
Business	305 E. Main St		√		
Business	307 E. Main St				
Business	309 E. Main St				
Business - Closed	313 E. Main St				
Financial Institute	323 E. Main St		√		
Realitor	401 E. Main St.				
Business	219 E. Main St				
Business	209 E. Main St.				
Financial Institute	403 E. Main St	30 Minutes	√		

Schedule A


Type of Business	Address	Customer inside-average time	Leave as-is	Comments	Other
Business	405 E. Main St	3-4 Hours	√		
Business	407 E. Main St	30-40 Minutes	√		
Business	409 E. Main St.				
Business	413 E. Main St.	30 Minutes		Mon-Fri 8-5	
Business	421 E. Main St.				
Financial Institute	416 E. Main St.	1 1/2 Hours		2-3 hours	
Business	414 E. Main St.	30 Minutes			Customer parking only???
Business	412 E. Main St.	15-20 Minutes		2-3 Hours	
Recruitment	408 E. Main St.	2+ Hours		2-3 hours	
Business	406 E. Main St.				
Business	326 E. Main St.	Up to an 1 1/2 Hours - varies	√		
Business	318 E. Main St.	30-45 Minutes	√		
Business	316 E. Main St.				
Business	310 E. Main St.	30 Minutes	√		
Financial Institute	308 E. Main St.	1 Hour	√		

Schedule A

Type of Business	Address	Customer inside-average time	Leave as-is	Comments	Other
Business	220 E. Main St.	45 Minutes	√		
Financial Institute	214 E. Main St.	30 Minutes to 1 Hour	√		

CITY COUNCIL STAFF REPORT

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

FROM: Kyle J. Butterfield, City Administrator 

DATE: May 5, 2026

SUBJECT: Resolution No. 1552 – Establishment of the Paws for the Cause Committee

Recommendation: Staff recommends approval of Resolution No. 1552 establishing the Paws for the Cause (PFC) Committee and authorizing the Mayor to appoint members with the consent of the City Council.

Background: The City of Riverton is responsible for promoting the health, safety, and welfare of the community, including enforcement of animal control regulations as outlined in Riverton Municipal Code. These regulations establish requirements for animal ownership and provide authority for the City to impound, quarantine, and manage dangerous, nuisance, or at-large animals.

To support these responsibilities, the City owns an animal shelter facility located at 515 South Smith Road. The facility serves a dual purpose. First, it functions as a critical component of the City’s code enforcement operations by providing a humane environment for animals taken into custody. Second, it serves the broader community by sheltering stray, unwanted, or mistreated animals and facilitating their adoption.

Paws for Life Animal League (PAWS), a Wyoming nonprofit corporation, has operated from the City’s animal shelter facility under a lease agreement for several years. The relationship between the City and PAWS is interdependent, with both organizations working collaboratively to support animal control and animal welfare services within Riverton and the surrounding area.

In recent years, the population of animals and demands on the shelter facility have created a need to evaluate current operations, facility capacity, and service delivery. These evolving conditions highlight the importance of exploring potential improvements to ensure both the City and PAWS can effectively fulfill their respective responsibilities.

Discussion: Resolution No. 1552 establishes the PFC Committee to evaluate animal control and animal shelter needs within the community and to provide recommendations to the City Council.

The committee will be tasked with assessing current practices, identifying challenges, engaging relevant stakeholders, and exploring potential solutions to improve service delivery, facility utilization, and long-term sustainability of animal control and shelter operations.

The committee will consist of five voting members appointed by the Mayor with the consent of the City Council, including one representative from PAWS, one representative from the Riverton Police Department, one representative from a local veterinary clinic, and two at-large community members.

Additionally, up to two City Council members and up to two members of the Riverton Youth Council may serve as non-voting liaisons to the committee. The City Administrator, or their designee, will also serve as a non-voting member to provide administrative and professional support.

The formation of this committee provides a structured and collaborative approach to evaluating current conditions and developing thoughtful, community-informed recommendations for Council consideration.

Budget Impact: There is no direct financial impact associated with the establishment of the PFC Committee. Any future recommendations resulting from the committee's work that carry financial implications will be presented to the City Council for consideration at a later date.

RESOLUTION NO. 1552

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON ESTABLISHING THE PAWS FOR THE CAUSE COMMITTEE TO EXPLORE ANIMAL CONTROL AND ANIMAL SHELTER NEEDS OF THE COMMUNITY AND MAKE RECOMMENDATIONS TO THE RIVERTON CITY COUNCIL

WHEREAS, the City of Riverton has a responsibility to promote the health, safety, and welfare of individuals and entities visiting, residing, and doing business within its corporate boundary; and

WHEREAS, Riverton Municipal Code addresses public safety measures related to animals and outlines responsibilities of animal owners and the authority of the City to protect against reckless animal owners and manage dangerous, nuisance, or at-large animals; and

WHEREAS, the City owns an animal shelter facility located at 515 South Smith Road to support the responsibilities outlined in Riverton Municipal Code; and

WHEREAS, Riverton Municipal Code 6.08.040B authorizes the City to impound and quarantine at the shelter facility vicious and dangerous animals for at least ten days; and

WHEREAS, Riverton Municipal Code 6.08.050, 06.08.130, and 06.08.140 authorizes the City to impound for five days any dog or cat found running at large, a dog without a registration tag, or any animal treated cruelly; and

WHEREAS, Riverton Municipal Code 6.08.150 authorizes the City to give to any person who will secure a license for any dog or cat impounded under provisions of Riverton Municipal Code that is not claimed by the owner with five days;

WHEREAS, Paws for Life Animal League (PAWS), a Wyoming nonprofit corporation, desires to operate from the City's animal shelter facility and has executed a lease agreement to do so on December 1, 2015; and

WHEREAS, the City and PAWS recognize the animal shelter facility is primarily intended to serve the code enforcement needs of the City by providing, among other things, a humane facility for the care and disposition of animals taken into custody by officials of the City; and

WHEREAS, the City and PAWS further recognize the facility is secondarily intended to serve the broader needs of the residents of Riverton and surrounding community by providing a shelter to care for unwanted, mistreated, or stray animals, that may be adopted to new owners; and

WHEREAS, the City and PAWS current relationship is interdependent to promote the health, safety, and welfare of the community by controlling and caring for the population of animals in Riverton; and

WHEREAS, the population of animals in Riverton and the available capacity of the animal shelter facility facilitate a need to explore solutions to promote the mutual success of PAWS and the City as each organization strives to fulfill its independent and codependent roles; and

WHEREAS, the City Council desires to establish a committee and engage community stakeholders to explore these solutions; and

WHEREAS, the membership of said committee shall consist of five members appointed by the Mayor with the consent of the City Council, wherein one member will come from PAWS, one member will come from the Police Department, one member will come from a local veterinary clinic, and two will come from the community at-large; and

WHEREAS, up to two members of the City Council appointed by the Mayor with the consent of the City Council may serve as liaisons to the committee; and

WHEREAS, up to two members of the Riverton Youth Council nominated from their membership may serve as liaisons to the committee; and

WHEREAS, the City Administrator, or their designee will serve as a non-voting member of the committee to provide administrative and professional support.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING the Paws for the Cause (PFC) Committee shall be established to advise city officials on the animal control and animal shelter needs of the community.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Riverton, Wyoming, this 5th day of May 2026.

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: Brendan P. Thoman, P.E., Public Works Director

THROUGH: Kyle J. Butterfield, City Administrator

DATE: May 5, 2026

SUBJECT: Lease Approval – Fixed Base Operator Terminal and Fuel Farm Agreement

Recommendation: The City Council approve the lease agreement for the Fix Based Operator (FBO) building footprint as well as the fuel farm flow lease agreement at the Central Wyoming Regional Airport.

Background: Current lease agreements with Classic Aviation (now Intermountain Health Care) expired March 1st and March 31st. The two lease agreements are for the footprint around the current FBO Terminal Building (modular building at the airport) and for the flow of fuel stored at the fuel farm owned by the city.



**Location of
Fixed Base Operator
Terminal Building**

Discussion: The new lease agreement as suggested for renewal have the following updates made from the previous agreements:

- The terms have been updated (one year lease)
- Language was changed from Riverton Regional Airport to Central Wyoming Regional Airport (the survey lease agreement still references the old name but that is tied to specific filings on parcel of land and subdivisions.
- Both lease agreements ask that a 60-day notice be given if either party wishes to terminate the agreement (except in the case of a new Fix Based Operator being procured), furthermore a 45 day written notice is needed in order to not automatically renew the agreements after one year.

Additionally, the FBO terminal as the following updates:

- The terminal lease agreement includes a 12,000 square foot area within the 15,000 square foot that

has been surveyed out separately (and shown on exhibit A to the lease agreement).

- The new square foot area lease fee (\$0.21/year) was placed in the FBO terminal agreement. This matches the amount that hanger owners are charged for hanger space (this is an increase from the old agreement, but is compatible with other leases provided on the airport).
- This agreement was placed into a format that more closely matches the current agreements at the airport.

The fuel farm lease agreement includes the following updates:

- The fuel flow fee has been increased to 12.5 cents per gallon from 6 cents per gallon.

Budget Impact: If approved, the FBO terminal lease agreement will generate an additional \$1800 in revenue per year with the new agreement.

The fuel flow fee will increase the charge from \$0.06 per gallon to \$0.125 per gallon. With the current volume of fuel being used, this will generate an additional \$27,018 per year.

**CENTRAL WYOMING REGIONAL AIRPORT
GROUND LEASE AGREEMENT FOR FIXED BASE OPERATOR
(FBO) TERMINAL**

This Ground Lease Agreement for Fixed Base Operator (FBO) Terminal (“Agreement”) is entered into by the CITY OF RIVERTON, Fremont County, Wyoming, a Municipal Corporation (“City”), and INTERMOUNTAIN MEDICAL TRANSPORT, LLC, a Utah limited liability company (“Lessee”). The parties agree as follows:

1. LEASED PREMISES:

Prior to the date this Agreement is entered into, Lessee ground leased the following described premises (“Premises”) from the City for purposes of constructing an FBO terminal hangar pursuant to that certain Agreement dated June 17, 2019 (the “Original Ground Lease”):

The footprint of a parcel of land over and across a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ 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 SW $\frac{1}{4}$, said Section 18, thence S89°52’49”W along the south line of said SW $\frac{1}{4}$, 1005.39 feet to the old easterly right-of-way line of U.S. Highway 26; thence N30°15’48”W along said right-of-way line, 982.49 feet to the most southerly corner of Riverton Regional Airport Filing No. 1; thence continue N30°15’48”W along the westerly boundary of said filing No. 1, 604.36 feet; thence N00°07’00”W along said westerly boundary, 660.71 feet to the northwest corner of Lot 1, Block 1, said Riverton Regional Airport Filing No. 1; thence N89°53’00”E along the north line of said Lot 1, 115.16 feet; thence N00°07’00”W, 34.00 feet to the point of beginning of this description; thence continue N00°07’00”W, 230.00 feet; thence N89°53’00”E, 100.00 feet; thence S00°07’00”E, 230.00 feet; thence S89°53’00”W, 100.00 feet to the point of beginning of this lease agreement description containing 0.528 acres (23,000 square feet) more or less, as shown on Exhibit A, attached.

The Original Ground Lease has expired by its terms but Lessee desires to continue to ground lease the Premises from City on the terms and conditions set forth in this Agreement. Therefore, in consideration of the covenants hereinafter set forth to be kept and performed by Lessee, City hereby agrees to continue to ground lease the Premises to Lessee on the terms and conditions set forth herein and acknowledges and agrees that all improvements on the Premises constructed by Lessee remain the sole property of Lessee.

2. USE OF PREMISES:

A. Lessee’s Rights and Obligations:

- i. Lessee shall have quiet enjoyment of the Premises in accordance with the covenants in this Agreement.
- ii. Lessee shall not use the Premises to provide any kind of Commercial Aviation Services other than FBO services (i.e. flight school or other sales) at Central Wyoming Regional Airport unless a Special Aviation Services Operator (SASO) Agreement is entered into between the City and Lessee.
- iii. Subject to casualty and condemnation events, 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; maintain all landscaped areas and keep parking lots and ingress and egress paths 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, not to be unreasonably withheld, conditioned, or delayed.

- iv. In the event Lessee fails to so reasonably maintain or repair the Premises or improvements within a ten (10) day period, City may, after providing written notice to Lessee, enter the Premises and perform the maintenance or repair. Lessee shall pay the actual, reasonable costs of any such maintenance or repairs in addition to all other rental fees and other charges due hereunder.

B. City's Rights and Obligations:

- i. City shall indicate to Lessee in writing its approval of any proposed new leasehold improvements based on submitted plans and specifications; provided, however, the existing leasehold improvements on the Premises are hereby approved. 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 at least 24 hours' prior 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 not situated on the Premises.

3. LEASEHOLD IMPROVEMENTS:

- A. Lessee shall not be obligated to construct any further improvements on the Premises, it being expressly acknowledged and agreed that the existing improvements on the Premises are hereby approved by City.
- B. In the event Lessee desires to construct any new improvements or alterations on the Premises requiring a building permit, Lessee shall obtain a building permit from City and the approval of City for any building(s) or improvements placed thereon, and shall not alter the same without first submitting all plans and specifications to City and obtaining approval therefore.
- C. 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 requiring FAA approval; City shall be copied on all correspondence to FAA.
- D. Lessee shall within ninety (90) days after completion of any construction, provide City with a complete set of as-built drawings for the improvements.

4. TERM:

- A. This Agreement shall be effective for a term of one (1) year commencing May 1, 2026, and terminating at 11:59 PM on April 30, 2027, and shall automatically renew for two (2) successive renewal terms of one (1) year each on the same terms and conditions set forth herein, unless Lessee gives City at least forty-five (45) days written notice of non-renewal, in which case this Agreement shall terminate upon the expiration of then-current term.

5. RENTAL FEE:

- A. Lessee shall pay to City for the right of utilizing and renting the Premises an annual rental fee of \$2,520 (12,000 sq. ft. X \$0.21 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 18% per annum.

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' occupation or use of the Premises.
- 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

insurance of not less than \$1,000,000 per occurrence protecting City against any and all liability from Lessee's use of the Premises; provided, however, Lessee (either directly or through a parent entity) may elect to self-insure in accordance with its self-insurance and risk management program. Lessee shall also obtain and maintain fire insurance in an amount approved by City, but not in excess of the current value of the improvements; provided, however, Lessee (either directly or through a parent entity) may also elect to self-insure this item in accordance with its self-insurance and risk management program.

- 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. In the event Lessee elects to self-insure, the foregoing requirements shall be subject to the limitations of Lessee's self-insurance and risk management program and, for the avoidance of doubt, Lessee shall not be required to deliver notice in the event of cancellation, non-renewal, or material change, but shall be required to deliver a certificate evidencing coverage within ten (10) days of any request from the City.
- 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, (i) this Agreement shall remain in effect, rent shall automatically abate, and Lessee shall be obligated to replace any buildings or structures using any insurance proceeds to fund such repairs or replacements, or (ii) Lessee may elect to assign any insurance proceeds or claims over to City and terminate this Agreement. If the Premises are the subject a condemnation proceeding, Lessee may elect to terminate this Agreement upon sixty (60) days prior written notice to City.

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 economic 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 economic 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 automatically become the property of City and this Agreement shall terminate.
- B. 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 sixty (60) 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 sixty (60) 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 sixty (60) 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 sixty (60) 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 (excluding consequential damages), costs and expenses resulting from such use including all costs of collection and reasonable attorney fees.
- F. If a new FBO company's services are procured, through an advertising process, and FBO services are no longer needed by the Lessee, the City will provide, in writing, notice of the newly procured FBO. Thereupon, the City and the Lessee will agree upon the terms of change in FBO services. At no time shall FBO services not be available including fueling of commercial flights.

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 Agreement 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
Brendan Thoman
City of Riverton
816 N Federal Boulevard
Riverton, WY 82501

If to Lessee, addressed to:

Intermountain Medical Transport, LLC
Kelly Kennedy
Base Operations Manager, FBO Manager
2508 Bailey Boulevard
Rock Springs, WY 82901

19. ATTORNEY'S FEE: In the event of any dispute arising out of or relating to this Agreement, the substantially prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs incurred in connection with such dispute, including any appeal thereof.
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: By entering into this contract Owner does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, Owner 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. The parties agree that this contract is not intended to be for the benefit of any Third Party and they shall have no rights herein.

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

DATED: _____, 2026.

CITY OF RIVERTON, WYOMING
A Municipal Corporation

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Admin. Services Director

**CENTRAL WYOMING REGIONAL AIRPORT
LEASE AGREEMENT FOR FUEL TANKS AND FLOW FEE**

This Lease Agreement for Fuel Tanks and Flow Fee ("Lease") is entered into by the CITY OF RIVERTON, Fremont County, Wyoming, a Municipal Corporation ("City"), and INTERMOUNTAIN MEDICAL TRANSPORT, LLC, a Utah limited liability company ("Lessee"). The parties agree as follows:

1. PURPOSE

The purpose of this Lease is to set forth the terms and conditions whereby the City leases the right to the use, occupancy, and operation of the fuel tank farm owned and constructed by the City at the Central Wyoming Regional Airport. It is specifically understood and agreed that the City constructed the fuel tank farm for the purpose of making a reliable source of aviation fuel available to operators of aircraft using the Central Wyoming Regional Airport; to advance such purpose the fuel tank farm is being leased for use in providing such reliable fuel service. The reasonable expectations of the parties are to be viewed with recognition of such purpose.

2. LEASED PROPERTY

The property leased hereunder shall consist of real property legally described as:

A PARCEL OF LAND LOCATED WITHIN S1/2SW1/4, SECTION18, T.1.N., R.4.E., W.R.M., FREMONT COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF THE S1/2SW1/4, SAID SECTION 18; THENCE S89°52'49"W ALONG SOUTH LINE SAID S1/2SW1/4, 1005.39 FEET; THENCE N30°15'48" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 26, 982.49 FEET TO THE SOUTHWEST CORNER OF CENTRAL WYOMING REGIONAL AIRPORT FILING NO. 1; THENCE N60°56'25"E, ALONG THE SOUTH BOUNDARY OF SAID CENTRAL WYOMING REGIONAL AIRPORT FILING NO. 1, 17.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N60°56'25"E ALONG SAID SOUTH BOUNDARY, 153.50 FEET; THENCE S29°03'35"E, 190.78 FEET; THENCE S49°55'35"W, 151.68 FEET; THENCE N30°15'48"W, 219.81 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 0.713 ACRES MORE OR LESS.

and shall include all improvements thereto, specifically including fuel tanks and related equipment.

3. UTILITIES

Lessee shall pay, at its sole expense, all utility charges associated with its use and occupancy of the leased premises.

4. USE OF LEASED PREMISES

Lessee shall use the leased premises solely for the purpose of receiving, storing, testing, and distributing aircraft fuel and purposes necessarily incidental thereto and for no other purpose.

5. TERM/TERMINATION

This Lease shall be effective for a period of one (1) year beginning May 1, 2026 and ending April 30, 2027, unless sooner terminated as hereinafter provided; provided, however, this Lease shall automatically renew for successive one (1) year periods unless either party gives 45 days' prior written notice of non-renewal. It is specifically understood and agreed that if Lessee, or its successor in interest, during any material period or on a materially repetitive basis, shall fail to provide aircraft fueling service to persons wishing such service without good and sufficient reason therefor as the Airport Division Manager may reasonably determine, the City shall have the right, in its sole discretion, to enter upon the leased premises, take temporary operational control of the fuel farm, and provide fueling services using any fuel held in any tank on the tank farm, selling such fuel for Lessee's account, with all proceeds (less the City's reasonable costs of operation) to be remitted to Lessee.

6. CONSIDERATION

Lessee shall pay to the City, as part of the consideration for the granting of this Lease, the sum of twelve and half cents (\$0.125) for each gallon of fuel sold by Lessee at the Airport. Such amount shall be paid monthly, not later than the tenth day of the succeeding calendar month.

As additional consideration, Lessee agrees, subject to events of force majeure that are outside of Lessee's reasonable control (e.g., fuel shortages, governmental moratoriums, Acts of God, severe weather events, etc.) to provide aviation fuel service available during the following hours: [Hours of FBO operation] and shall have fuel available for all commercial flights. Such service shall be made available on a non-discriminatory basis; however, Lessee may condition such services upon payment and shall be entitled to determine the pricing for such fuel and may make appropriate allowances for volume discounts, cash discounts, and other commercially reasonable allowances including creditworthiness or other legitimate commercial considerations.

City represents and warrants that the improvements on the leased premises, including without limitation the fuel tanks and related equipment, were constructed in compliance with all applicable laws, regulations, and building codes in effect at the time of construction. Lessee agrees to perform routine and basic maintenance and repair on the leased premises and equipment, at its sole expense, and to return the leased premises and equipment to the City at the end of the term in as good condition as at the beginning of the lease, reasonable wear and tear and casualty excepted. Routine and basic maintenance shall include servicing and replacing filters, gaskets, hoses, and other consumable items as recommended by manufacturers or regulatory agencies and otherwise keeping the facilities in good operating condition, and in no event shall any repairs for which Lessee is responsible exceed Five Thousand Dollars (\$5,000) per repair or include structural issues, major systems failures, capital repairs, or replacements of tanks, pumps, piping systems, electrical systems, or other major components or infrastructure, all of which shall remain the sole responsibility of the City. Lessee shall promptly notify City of any issues requiring City attention.

7. INSURANCE/RISK OF LOSS

During the term of this agreement Lessee shall maintain commercially reasonable public liability insurance policies in effect; provided, however, Lessee (either directly or through a parent entity) may elect to self-insure in accordance with its self-insurance and risk management program. City shall be required to maintain commercially reasonable property insurance for the City-owned physical assets of the tank farm on the leased premises (either through the purchase of a policy or through the City's self-insurance program, if any). If

the City-owned physical assets of the tank farm are damaged by the intentional misconduct or negligence of Lessee, its employees, contractors, or agents, Lessee shall be liable for actual damages, losses, costs and expenses (including reasonable attorneys' fees but excluding consequential damages) actually incurred by City and arising in connection with the same. The City shall be liable to Lessee for any actual damages, losses, costs and expenses (including reasonable attorneys' fees but excluding consequential damages) incurred by Lessee to the extent caused by the City's intentional misconduct or negligence, defects in design, construction, or materials of the tanks or other equipment provided by the City on the leased premises, or the breach of City's obligations under this Lease. Notwithstanding Section 9 of this Lease, to the extent permitted by applicable law, City waives governmental immunity solely with respect to City's contractual obligations under Section 6 and the foregoing portion of this Section 7; provided that such waiver shall not constitute a waiver of immunity for any other purpose under this Lease.

8. COMPLIANCE WITH LAWS/ENVIRONMENTAL REGULATIONS

8.1 City represents, warrants, and covenants to Lessee that: (a) the premises and all improvements, tanks, piping, equipment, and systems comply in all material respects with all applicable environmental laws, and City has obtained and maintains all necessary environmental permits and approvals; (b) to City's actual knowledge, there is no environmental contamination at the premises that exceeds regulatory action levels or that would require remediation under applicable law; (c) City has not received any notices of violation, citations, complaints, or orders from any governmental agency regarding environmental conditions at the premises that remain unresolved; (d) City has disclosed to Lessee all material environmental issues, spills, releases, complaints, investigations, remediation activities, and underground storage tank matters at the premises of which City has actual knowledge; (e) City shall maintain the fuel tanks, piping systems, and all other infrastructure in compliance with all applicable environmental laws, including but not limited to leak detection systems, secondary containment, cathodic protection, and all regulatory testing and inspection requirements, subject to Section 6 regarding maintenance responsibilities.

City shall be solely responsible for and shall defend, indemnify, and hold Lessee harmless from: (a) any and all environmental contamination, conditions, or noncompliance existing at the premises prior to the commencement date of the term of this Lease, as established by the baseline documentation required to be provided above; (b) any environmental contamination caused by the City, its agents, contractors, or employees' negligence, intentional acts, or breach of its maintenance obligations under Section 6; (c) any environmental contamination caused by third parties or prior operators, except where Lessee had control over or responsibility for such third parties; (d) any structural failure of City-owned tanks, piping, equipment, or infrastructure resulting from defects in design, construction, or materials that results in releases of hazardous materials; (e) any changes in environmental laws or regulations that require capital improvements, upgrades, or replacement of City-owned infrastructure; and (f) any contamination resulting from migration onto the premises from adjacent properties or off-site sources unless caused by Lessee or its employees, agents, or contractors.

Lessee shall be responsible only for environmental contamination or noncompliance occurring during the term of this Lease that: (a) is caused solely by Lessee's intentional misconduct or negligence in the operation of the fuel facilities or breach of its maintenance obligations under this Lease; (b) results from Lessee's violation of applicable environmental laws in the performance of Lessee's operations or results from Lessee's failure to follow industry standard practices; and (c) is not otherwise the responsibility of City as set forth above.

8.2 Lessee shall: (a) operate the fuel facilities in compliance with applicable environmental laws and in accordance with industry standard practices for aviation fuel handling; (b) promptly notify City (within 24 hours) of any spills, releases, or discharges of fuel or hazardous materials caused by Lessee, its employees, agents, or contractors that exceed reportable quantities; (c) take reasonable and prompt action to contain any spills or releases, in accordance with applicable law, regardless of who ultimately is liable for remediation hereunder; and (d) maintain records of Lessee's fuel handling operations as required by law and provide City with copies of any environmental reports or regulatory notices relating to Lessee's operations within thirty (30) days of receipt.

8.3 If any pre-existing environmental contamination is discovered at the premises during the term, or if any remediation is required by governmental authorities for conditions not caused by Lessee, its employees, agents, or contractors, City shall promptly remediate such contamination at City's sole cost. If such contamination or required remediation materially interferes with Lessee's ability to operate the fuel facilities, Lessee shall have the right to terminate this Lease upon thirty (30) days' written notice without penalty.

8.4 City may conduct reasonable environmental testing at the premises upon five (5) days' prior written notice to Lessee (except in emergencies). All testing shall be conducted in a manner that minimizes disruption to Lessee's operations. City shall bear all costs of such testing unless the testing reveals contamination for which Lessee is liable hereunder, in which case the reasonable costs shall be borne by Lessee.

8.5 Under no circumstances shall Lessee be required to remove, decommission, or remediate City-owned fuel tanks, piping systems, or infrastructure at the end of the term of this Lease. Lessee shall only be required to remove equipment, materials, or personal property brought to the premises by Lessee.

8.6 If any change in environmental laws or regulations requires upgrades, modifications, or replacement of the fuel tanks, piping systems, or other City-owned infrastructure, City shall be solely responsible for such capital improvements and associated costs. Lessee shall cooperate with City in implementing such improvements.

8.7 City shall maintain, at its own cost or through self-insurance, environmental impairment liability insurance covering the premises in an amount of not less than \$2,000,000 per occurrence. City shall provide Lessee with certificates of insurance evidencing such coverage.

8.8 City shall cooperate with Lessee and provide all necessary documentation, access, and support in connection with any environmental inspections, audits, or regulatory matters involving the premises. City shall be the designated "owner/operator" for purposes of all underground storage tank regulations and shall be listed as the responsible party with all regulatory agencies, while Lessee may be listed as the "operator" with respect to day-to-day fuel handling operations, as appropriate.

8.9 Notwithstanding Section 9 of this Lease, to the extent permitted by applicable law, City waives governmental immunity solely with respect to City's contractual obligations under this Section 8; provided that such waiver shall not constitute a waiver of immunity for any other purpose under this Lease.

9. GOVERNMENTAL IMMUNITY

By entering into this contract Owner does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, Owner 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. The parties agree that this contract is not intended to be for the benefit of any Third Party and they shall have no rights herein.

10. DEFAULT AND REMEDIES

10.1 The following shall constitute events of default by Lessee: (a) failure to pay any amount due under this Lease within ten (10) days after written notice from City; and (b) breach of any other term or condition of this Lease that remains uncured for thirty (30) days after written notice from City specifying the breach (or such longer period as reasonably necessary to cure if Lessee commences cure within thirty (30) days and diligently pursues cure to completion).

10.2 The following shall constitute events of default by City: (a) breach of any term or condition of this Lease that remains uncured for thirty (30) days after written notice from Lessee specifying the breach (or such longer period as reasonably necessary to cure if City commences cure within thirty (30) days and diligently pursues cure to completion); and (b) interference with Lessee's quiet enjoyment and operation of the premises in violation of this Lease.

10.3 Upon an event of default by Lessee, City may, in addition to any other rights or remedies available at law or in equity: (a) terminate this Lease upon fifteen (15) days' written notice if the default remains uncured; and (b) recover City's actual damages (excluding consequential damages). Upon an event of default by City, Lessee may, in addition to any other rights or remedies available at law or in equity: (a) terminate this Lease upon fifteen (15) days' written notice if the default remains uncured; (b) abate rent; (c) pursue specific performance; or (d) recover damages (excluding consequential damages).

10.4 In any legal action or proceeding arising out of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party, subject to governmental immunity limitations.

10.5 No waiver of any breach of this Lease shall constitute a waiver of any subsequent breach, and no delay in exercising any right or remedy shall constitute a waiver of such right or remedy. All rights and remedies shall be cumulative and not exclusive.

10.6 If Lessee remains in possession after expiration or termination of this Lease without City's written consent, Lessee shall be a tenant at sufferance and shall pay rent at one hundred fifty percent (150%) of the rate in effect immediately prior to such expiration or termination, in addition to all damages sustained by City. Such holdover tenancy may be terminated by City at any time upon ten (10) days' written notice.

11. NOTICES

11.1 All notices, demands, requests, consents, approvals, and other communications required or permitted under this Lease (collectively, "Notices") shall be in writing and shall be deemed given and effective: (a) upon personal delivery to the party to be notified; (b)

one (1) business day after deposit with a nationally recognized overnight courier service; (c) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested; or (d) upon confirmed delivery if sent by email, provided that a copy is also sent by one of the methods described in (a), (b), or (c) above within one (1) business day.

11.2 Notices shall be sent to the parties at the following addresses:

If to City:

City of Riverton
Attn: Bruce Ransom, Airport Division Manager
4800 Airport Road
Riverton, Wyoming 82501
Email: bransom@rivertonwy.gov

With copy to:
City of Riverton
Attn: Brendan Thoman, Public Works Director
816 North Federal Blvd.
Riverton, Wyoming 82501
Email: bthoman@rivertonwy.gov

With copy to:
City of Riverton
Attn: Rick Sollars, City Attorney
Western Law Associates,
277 Lincoln Street
Lander, Wyoming 82520
Email: rsollars@rivertonwy.gov

If to Lessee:
Intermountain Medical Transport, LLC
Attn: Kelly Kennedy, Base Operations Manager, FBO Manager
2508 Bailey Boulevard
Rock Springs, WY 82901
Email: kelly.kennedy@imail.org

With copy to:
Attn: [Title]
[Street Address]
[City, State Zip Code]
Email: [email address]

11.3 Either party may change its notice address by providing written notice to the other party in accordance with this Section 12. Such change shall be effective upon receipt of the notice.

11.4 In addition to the notice addresses above, each party shall provide the other with emergency contact information (telephone numbers and email addresses for personnel available 24 hours per day, 7 days per week) for use in the event of spills, releases, safety emergencies, or other urgent matters requiring immediate attention. Each party shall update such emergency contact information promptly as needed.

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

DATED: _____, 2026.

CITY OF RIVERTON, WYOMING
A Municipal Corporation

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Admin. Services Director

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Tim Hancock, the Mayor of City of Riverton, Wyoming, known to me to be the person that executed the within instrument on behalf of said municipal corporation, this ____ day of _____, 2026.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

