City of Riverton
Regular Council Meeting
Tuesday, November 3, 2026 at 7:00 pm

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

At 6:45 P.M. on Tuesday, November 3, 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, Jerika Preston
Ward III: Mike Bailey, Eric P. Carr

5) Declaration of Quorum.

6) Approval of the Agenda.

7) Reports and Comments:
- Council Committee Reports and Council Members' Roundtable.
- City Administrator's Report.
- Mayor's Comments.

8) Communication from the Floor – Citizens' Comments.

9) Consent Agenda:
- Minutes of the October 20, 2026 Regular Council Meeting.
- Minutes of the November 3, 2026 Finance Committee Meeting.
- Finance Committee Recommendations from November 3, 2026.
- Municipal Court Report for the month of October 2026.
- Riverton Fire Protection District Letter of Support – State Loan and Investment Board.

10) Consideration of Ordinance No. 26-009, 3rd & Final Reading: Regulating Bicycles, Electric Bicycles, Human Powered Scooters, Skateboards, One-Wheeled Devices, & Powered Scooters.

11) Consideration of Ordinance No. 26-010, 3rd & Final Reading: Revision to Recreational Pathways Code Regulating Bicycles & Powered Devices.

12) Recreational Pathways and Bicycle Lanes Map.

13) Consideration of Ordinance No. 26-011, 3rd & Final Reading: Conditional Use Permit for Outdoor Charitable Donation or Drop-Off Facilities.

14) Resolution No. 1563 – Conditional Use Permit Fee.

15) Lease Agreement – Wyoming.com Tower.

16) BJA 2026 Grant Application – Rural Violent Crime.

17) Grant Agreement – WASCOP Compliance Checks.

18) Lease Agreement – Aeronautical Radio Equipment

19) Executive Session – If Needed.

20) Adjourn.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held October 20, 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 (telephonically), Jerika Preston (telephonically), Mike Bailey, Karla Borders, Kyle Larson, and Karen Johnson. Council Member Borders led the Pledge of Allegiance, and Mayor Hancock gave the invocation.

Roll call was conducted. Mayor Hancock declared a quorum of the council.

City Staff present: Administrative Services Director Mia Harris, Public Works Director Brendan Thoman, Police Chief Eric Hurtado, City Attorney Rick Sollars, Interim Building Inspector Dave Paskett, Police Lieutenant Amy Fyler, and Deputy City Clerk Max Batista.

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

Citizen Recognition – Police Chief Eric Hurtado recognized Raphael C'Hair and Becky Miller for their dedicated work assisting an elderly citizen on June 6, 2026.

Extra Mile Day Proclamation – Mayor Hancock presented a proclamation declaring November 1, 2026, as Extra Mile Day.

Council Committee Reports & Council Members' Roundtable – Council Member Larson reported on his attendance at the Fremont County Solid Waste Disposal District Board meeting. Council Member Borders provided an update on the upcoming Department of Family Services and City Hall trick-or-treat events. Council Member Bailey reported on the upcoming Airport Board meeting and his attendance at the Central Wyoming College (CWC) Community Partners Advisory meeting. Council Member Carr reported on his attendance at the Riverton Youth Council and Planning Commission meetings. Council Member Johnson reported on her meetings with citizens and shared her input regarding Proposition One on the upcoming General Election ballot.

City Administrator's Report – Administrative Services Director Mia Harris wished City Administrator Kyle Butterfield a happy birthday. Mrs. Harris reported that the Wyoming Federal F-66 report had been completed and provided updates on grant applications and the Riverton Police Department. She also reported on the upcoming Planning Commission and Airport Board meetings, as well as the upcoming City Hall and employee chili cook-off events. Public Works Director Brendan Thoman provided updates relating to construction activities and projects.

Mayor's Comments – Mayor Hancock wished City Administrator Kyle Butterfield a happy birthday and expressed his appreciation for Mr. Butterfield's efforts regarding the Lander City Council meeting. Mayor Hancock reported on his attendance at the Fremont County Association of Governments (FCAG) and Central Wyoming College (CWC) Community Partners Advisory meetings. He also shared his input regarding Proposition One on the upcoming General Election ballot and reported on his plans to attend the upcoming FCAG meeting.

Consent Agenda – Administrative Services Director Mia Harris read the consent agenda items by title only: Minutes of the October 6, 2026 Regular Council Meeting; Minutes of the October 20, 2026 Finance Committee Meeting; Finance Committee Recommendations from October 20, 2026. Council Member Johnson reported that the Finance Committee approved claims to be paid in the amount of $944,827.99, Elan credit card in the amount of $7,671.92, manual checks in the amount of $2,035.00, and payroll & liabilities for October 2, 2026, in the amount of $245,730.46, for a total of $1,200,265.37. Council Member Borders moved, seconded by Council Member Bailey, to approve the consent agenda as presented. After Council Member Bailey abstained from the Bailey Enterprises, Inc. claim on the claim approval list, the motion passed unanimously.

Consideration of Ordinance No. 26-007, 2nd Reading: Revisions to Mechanical Code – Interim Building Inspector Dave Paskett reported on Ordinance No. 26-007. This Ordinance would amend Chapter 15.12 of the Riverton Municipal Code to clarify the qualifications and scope of work authorized for limited plumbing contractors, update outdated provisions, and provide greater consistency and clarity in the administration of the City's mechanical code. Administrative Services Director Mia Harris read Ordinance No. 26-007 by title only. Council Member Bailey moved to adopt Ordinance No. 26-007 on second reading. Council Member Carr moved, seconded by Council Member Preston, to adopt Ordinance No. 26-007 on second reading to revert back to the original language as presented on first reading. Council Member Bailey moved, seconded by Council Member Borders, to amend the motion to change the description back to the limited sewer and water utility contractor. After discussion involving the council and city staff, the amendment passed with Mayor Hancock and Council Members Bailey, Borders, and Johnson voting aye, and Council Members Carr, Preston, and Larson voting nay. After discussion involving the council, public, and city staff, the main motion as amended failed, with Mayor Hancock and Council Members Carr and Bailey voting aye, and Council Members Preston, Borders, Larson, and Johnson voting nay.

Consideration of Ordinance No. 26-008, 2nd Reading: Definitions Update in Public Services Code – Interim Building Inspector Dave Paskett reported on Ordinance No. 26-008. This Ordinance would amend Section 13.20.010, "Definition of Terms," of the Riverton Municipal Code to update the definitions of "Building Drain" and "Building Sewer" consistent with the proposed amendments to the City's plumbing regulations. Administrative Services Director Mia Harris read Ordinance No. 26-008 by title only. There being no motion, the motion failed.

Consideration of Ordinance No. 26-009, 2nd Reading: Regulating Bicycles, Electric Bicycles, Human Powered Scooters, Skateboards, One-Wheeled Devices, & Powered Scooters – Police Chief Eric Hurtado reported on Ordinance No. 26-009. This Ordinance would amend Title 10, "Vehicles and Traffic," to revise Section 10.12.040, "Careless Driving," and Chapter 10.32,"Bicycles" addressing bicycles, electric bicycles, human-powered scooters, skateboards, one-wheeled devices, and powered scooters. Administrative Services Director Mia Harris read Ordinance No. 26-009 by title only. Council Member Larson moved, seconded by Council Member Borders, to adopt Ordinance No. 26-009 on second reading. After discussion involving the council and public, Council Member Bailey moved, seconded by Council Member Larson, to amend the motion to modify the electric bicycle definition to remove the limitation of it being less than 750 watts. After discussion involving the council and public, the amendment passed unanimously. After discussion involving the council and public, the main motion as amended passed unanimously.

Recess – Mayor Hancock called for a recess at 9:04 p.m. and reconvened the meeting at 9:15 p.m.

Consideration of Ordinance No. 26-010, 2nd Reading: Revision to Recreational Pathways Code Regulating Bicycles & Powered Devices – Police Chief Eric Hurtado reported on Ordinance No. 26-010. This Ordinance would amend Chapter 12.28 of the Riverton Municipal Code to update the definitions and regulations governing the use of designated bicycle lanes and recreational pathways. Administrative Services Director Mia Harris read Ordinance No. 26-010 by title only. Council Member Bailey moved, seconded by Council Member Borders, to adopt Ordinance No. 26-010 on second reading. After discussion involving the council, public, and city staff, Council Member Bailey moved, seconded by Council Member Borders, to amend the motion to modify the electric bicycle definition to remove the limitation of it being less than 750 watts. The amendment passed unanimously. The main motion as amended passed unanimously.

Consideration of Ordinance No. 26-011, 2nd Reading: Conditional Use Permit for Outdoor Charitable Donation of Drop-Off Facilities – Administrative Services Director Mia Harris reported on Ordinance No. 26-011. This Ordinance would amend Title 17, "Zoning," to establish outdoor donation and drop-off facilities as conditional uses in the R-2 Residential, C-1 Commercial, C-H Commercial, and I-1 Light Industrial Districts. Deputy City Clerk Max Batista read Ordinance No. 26-011 by title only. Council Member Johnson moved, seconded by Council Member Borders, to adopt Ordinance No. 26-011 on second reading. After discussion involving the council, the motion passed unanimously.

Consideration of Bid: West Pershing Avenue Waterline Replacement Project – Public Works Director Brendan Thoman reported on the West Pershing Avenue Waterline Replacement Project. Council Member Bailey moved, seconded by Council Member Borders, to award the bid for the West Pershing Avenue Waterline Replacement Project in the amount of $70,780.00 to Viper Underground Construction. After discussion involving the council and city staff, the motion passed unanimously.

Consideration of Bid: Skid Steer – Public Works Director Brendan Thoman reported on the budgeted skid steer. Council Member Borders moved, seconded by Council Member Johnson, to approve the purchase of one new skid steer loader with attachments from Wyoming Machinery, Co. in the amount of $78,788.11. After discussion involving the council and city staff, the motion passed unanimously.

Grant Application: Patrick Leahy Bulletproof Vest Partnership Program – Police Lieutenant Amy Fyler reported on the Patrick Leahy Bulletproof Vest Partnership Grant. Council Member Bailey moved, seconded by Council Member Borders, to approve the submission of the 2026 Patrick Leahy Bulletproof Vest Partnership Program Grant. After discussion involving the council and city staff, the motion passed unanimously.

Quarterly Fiscal Health Report – Administrative Services Director Mia Harris presented the fiscal year 2027 first quarter fiscal health report. After discussion involving the council and city staff, no action was taken.

Adjourn – There being no further business to come before the Council, Council Member Johnson moved, seconded by Council Member Borders, to adjourn the Regular Council meeting at 10:07 p.m. After discussion involving the council, the motion passed unanimously.

CITY OF RIVERTON, WYOMING

_____

Tim Hancock
Mayor

ATTEST:

_____
Max Batista
Deputy City Clerk

Publication Date: November 7, 2026

RIVERTON MUNICIPAL COURT
REPORT

CASH RECEIPTING
SEPTEMBER 25 THROUGH OCTOBER 29, 2026

TOTAL DOCKETS FOR OCTOBER 84									
	TOTAL	**ADMIN**			**CREDIT**				**TOTAL**
DATE	**RECVD**	**FEES**	**FINES**	**COSTS**	**CARD**	**BOND**	**VCF**	**REST**	**RECVD**
9/25-10/1/26	$ 3,024.00	$ 1,100.00	$ 894.00	$ 10.00	$ 575.00	$ 300.00		$ 145.00	$ 3,024.00
10/2-10/8/26	$ 2,526.00		$ 1,168.00	$ 15.00	$ 643.00	$ 700.00			$ 2,526.00
10/9-10/15/26	$ 1,347.97		$ 558.00		$ 599.97		$ 70.00	$ 120.00	$ 1,347.97
10/16-10/22/26	$ 1,230.50		$ 475.00	$ 10.00	$ 605.00	$ 100.00		$ 40.50	$ 1,230.50
10/23-10/29/26	$ 1,134.00		$ 474.00	$ 20.00	$ 440.00	$ 200.00			**$ 1,134.00**
SUB TOTAL	**$ 9,262.47**	$ 1,100.00	$ 3,569.00	$ 55.00	$ 2,862.97	$ 1,300.00	$ 70.00	$ 305.50	**$ 9,262.47**
VCF	$ 70.00								
REST	$ 1,105.50	$300 PD W/ CC 9/25; $500 PD W/ CC 10/15							
BOND	$ 1,300.00								
OVERPYMENT									
BCK GRNDS									
E Shoshone	$ 60.00								
WRC	$ 210.00								
TOTAL	**$ 7,056.97**								

JUDGE MCKEE

TIM HANCOCK
MAYOR

CITY OF RIVERTON
OFFICE OF THE MAYOR

816 N. FEDERAL BLVD
RIVERTON, WY 82501

October 27, 2026

State Loan and Investment Board
Herschler Building
Suite W103
122 W 25th Street
Cheyenne, WY 82002

RE: MINERAL ROYALTY GRANT APPLICATION – RIVERTON FIRE PROTECTION DISTRICT

Dear Members of the Board:

The Riverton City Council unanimously supports the application submitted by the Riverton Fire Protection District for a Mineral Royalty Grant. In response to the State Loan and Investment Board's request, the City provides the following review of the proposed project and the District's ability to fund and carry it out.

The District seeks to replace a twenty-eight-year-old Sutphen pumper fire engine with a new Pierce Enforcer engine. The current engine has exceeded its recommended service life and no longer meets current National Fire Protection Association (NFPA) recommendations for apparatus replacement. The engine also serves an important regional role by supporting mutual aid responses to fire districts throughout Fremont County, including the Wind River Reservation.

The anticipated cost of the replacement engine is $1,145,000. The District plans to use $630,000, or approximately 55% of the total cost, from its depreciation reserve account toward the project. It is requesting a Mineral Royalty Grant of $515,000 to fund the remaining 45%.

Written Review of Requested Considerations:

1. Ability to Fund the Project Through Bonds

   Wyoming Statute § 35-9-204 authorizes fire protection districts to issue bonds subject to applicable statutory requirements, including approval by the District's electors. The District has indicated that it could pursue bond financing if necessary; however, it is seeking grant funding with a local match as its preferred approach. Based on the information provided, the District has sufficient funds in its depreciation reserve account to provide the proposed $630,000 local match without issuing debt, contingent upon receipt of the requested grant.

2. Consistency with the City's Needs, Plans, and General Welfare

   The City does not consider the proposed project to be adverse to its needs, plans, or general welfare. Replacing an aging fire engine supports reliable emergency response, protects lives and property, and strengthens the District's ability to provide mutual aid throughout the region. The

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www.rivertonwy.gov

City considers these outcomes consistent with the public safety needs and general welfare of Riverton and the surrounding communities.

3. Utilization of Local Funding Resources

   The District has indicated that it has not needed to pursue additional local funding sources for the proposed project because it has sufficient funds available in its depreciation reserve account to provide the required local match. If grant funding is not awarded, the District anticipates pursuing other funding options. In addition, the City provides ongoing local funding support to the District by deferring three of its available property tax mills to support the District's operations and capital planning. The City recognizes the District's commitment to applying available local resources toward the project while seeking grant assistance to cover the remaining cost.

4. Compliance with County Standards

   Based on the information available to the City, the City believes the District meets applicable county standards and fulfills its responsibilities as a fire protection district. The District has indicated that it operates in accordance with applicable state statutes and district requirements, maintains its budget and funding responsibilities, responds to public safety needs, and provides mutual aid and other services as required. The City's assessment is based on the information available to it and is not intended to constitute an independent audit or certification of the District's compliance.

The Riverton Fire Protection District provides an essential public safety service to Riverton and surrounding communities. Replacing this aging engine will help maintain effective emergency response capabilities and support the District's continued service to the region. The City appreciates the Board's consideration of the District's application and strongly supports this investment in public safety.

Respectfully,

Tim Hancock

CITY COUNCIL STAFF REPORT

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

FROM: **Kyle J. Butterfield, City Administrator**

DATE: **November 3, 2026**

SUBJECT: **Proposed Ordinance No. 26-009 – Bicycles, Electric Bicycles, Human Powered Scooters, Skateboards, One-Wheeled Devices, Powered Scooters**

Recommendation: The City Council consider Proposed Ordinance No. 26-009 on third reading, amending Title 10, "Vehicles and Traffic," to revise Section 10.12.040, "Careless Driving," and Chapter 10.32, addressing bicycles, electric bicycles, human-powered scooters, skateboards, one-wheeled devices, and powered scooters; or provide direction regarding the treatment of electric-powered devices that do not meet the statutory definition of an electric bicycle.

Background: The operation of bicycles, scooters, skateboards, and other similar devices within the City of Riverton has historically been regulated through multiple sections of the Riverton Municipal Code, including RMC 10.12, 10.32, and 12.28. These provisions were developed at different times and do not necessarily reflect the evolving use and capabilities of newer forms of electrically assisted personal transportation.

The City Council has previously considered amendments to these regulations. Ordinance No. 19-013 repealed the City's former Chapter 10.40, relating to motorized skateboards, based on the determination that a separate regulatory chapter was no longer necessary. More recently, Proposed Ordinance No. 25-005 was introduced to address electric scooters and would have restricted their operation on portions of Federal Boulevard and Main Street. That ordinance failed on first reading.

At its September 8, 2026, working session, the City Council discussed the increasing use of electric bicycles (e-bikes), electric scooters (e-scooters), and other similar devices, along with concerns regarding operating speeds, pedestrian safety, roadway use, and the appropriate locations for their operation. The discussion also included consideration of whether the city should establish additional operating requirements, including age restrictions, licensing, and registration.

Proposed Ordinance No. 26-009 was prepared in response to that discussion. The ordinance establishes a more comprehensive regulatory framework within RMC Chapter 10.32.

On second reading, the City Council passed the proposed ordinance as presented, with an amendment removing references to the 750-watt motor limitation from the electric bicycle definition. The amendment raises a related policy consideration regarding how the city intends to regulate higher-powered electric devices that may be marketed as e-bikes but do not meet the applicable statutory definition.

Discussion: Proposed Ordinance No. 26-009 revises RMC 10.12.040 to expressly include bicycles, electric bicycles, one-wheeled devices, and powered scooters within the City's careless driving prohibition. It also replaces the existing Chapter 10.32 with a consolidated chapter addressing definitions, operating requirements, restrictions, and penalties applicable to these devices.

The proposed ordinance recognizes the three classes of electric bicycles established under Wyoming law, distinguishing them by the manner in which the motor assists the rider and the maximum speed at which that assistance is available. It also establishes separate definitions for human-powered scooters and skateboards, one-wheeled devices, and powered scooters.

Among its principal provisions, the ordinance would:

- Require operators to comply with applicable traffic ordinances and Wyoming statutes governing vehicle operation.
- Require operators to travel on the right-hand side of the public way, as close to the right-hand curb or edge as practicable.
- Establish equipment requirements for nighttime operation, including forward-facing white lights and rear-facing red lights.
- Establish designated downtown dismount zones where bicycles, e-bikes, and powered scooters would be prohibited from operating on sidewalks.
- Restrict the operation of specified classes of e-bikes on sidewalks and recreational pathways.
- Require operators using sidewalks or recreational pathways to yield to pedestrians and refrain from careless operation.
- Prohibit careless operation and trick riding, unsafe street crossings, attaching to moving vehicles, and carrying passengers unless the device is designed and equipped for additional passengers.
- Limit riding to two abreast under specified conditions.
- Require operators of e-bikes, one-wheeled devices, and powered scooters under 18 years of age to wear an approved helmet.
- Establish parental responsibility provisions and penalties for violations, including an alternative penalty for juveniles under 16 years of age.

The ordinance also includes provisions recognizing the City's ability to establish bicycle registration and licensing procedures.

Electric Bicycle Definitions and Motor Wattage

The amendment adopted on second reading removed the 750-watt limitation from the electric bicycle definition. Staff understands the council's interest in ensuring that the city's regulations address the range of electric-powered devices currently being used within the community. However, staff recommends that the council consider whether removing this limitation clearly distinguishes electric bicycles from higher-powered devices that may present different operating and safety considerations.

Federal law defines a low-speed electric bicycle, for purposes of federal consumer-product regulation, as a two- or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts, subject

to additional speed requirements. Wyoming law similarly defines an electric bicycle using a motor of less than 750 watts and establishes three classes based on the motor's operation and assisted speed. Wyoming law also provides that a qualifying electric bicycle is not a motor vehicle. (15 U.S.C. § 2085; W.S. § 31-1-101(a)(xxxiv); W.S. § 31-5-707.)

These definitions are important because devices marketed commercially as e-bikes do not necessarily qualify as electric bicycles under applicable law. Some higher-powered devices may operate more like electric motorcycles or other motorized vehicles. Their proper legal classification depends on their design, operating characteristics, and applicable statutory definitions, rather than motor wattage alone.

The original intent of the proposed ordinance was to preserve the statutory distinction between electric bicycles and other motorized devices. Under that approach, devices meeting the applicable definition of an electric bicycle would be regulated under the provisions governing that class of device. Devices that do not meet the definition would be evaluated under the laws and regulations applicable to their proper vehicle classification, rather than automatically receiving the same operating privileges as qualifying e-bikes.

Staff recognizes the council's interest in ensuring that the ordinance addresses higher-powered devices. The question is whether that objective is best accomplished by removing the wattage limitation from the e-bike definition or by more clearly stating how devices that exceed the statutory definition are to be treated.

One option for Council consideration would be to retain the statutory definition of an electric bicycle and clarify the treatment of devices that exceed the characteristics established by the ordinance. For example, 10.32.020(C) as proposed could be revised to provide the following direction:

- *Electric bicycles and powered scooters shall meet the applicable characteristics and definitions established by this chapter, state statute, or federal law. Devices that exceed the applicable performance characteristics or do not qualify under the definitions established by this chapter, state statute, or federal law shall be regulated according to their applicable vehicle classification and shall not be operated on sidewalks or recreational pathways unless their operation is authorized by applicable law and City ordinance.*

This approach would distinguish between a device's commercial description and its legal classification while allowing the City to regulate qualifying electric bicycles and powered scooters under the framework established by the ordinance.

Illustrative Performance Comparison:

Motor wattage is one factor that influences an electric device's performance, but it does not independently determine acceleration, maximum speed, or the appropriate legal classification. Performance also depends on battery output, controller settings, motor design, gearing, vehicle weight, rider weight, traction, and other factors.

Electric motors can provide substantial torque at very low rotational speeds, allowing some electric devices to accelerate quickly from a stop. Gas-powered engines generally develop useful power over a range of

engine speeds and may require gearing to achieve their strongest acceleration. However, neither propulsion type invariably outperforms the other, and the comparison depends on the particular vehicles being evaluated.

The following table provides illustrative estimates of acceleration for different nominal electric motor wattages. These figures are general estimates rather than results from standardized testing. The gas-engine comparisons are broad descriptions of performance categories, not technical or legal equivalencies.

Nominal electric motor wattage	Estimated 0–15 mph	Estimated 0–20 mph	Broad gas-engine comparison (cc)	General performance context
250 W	8–11 seconds	12–16 seconds	Very small auxiliary engine	Generally modest acceleration; performance depends substantially on rider input and vehicle weight.
500 W	5–7 seconds	8–10 seconds	Small moped or pocket-bike class	May provide responsive acceleration from a stop, depending on motor and controller output.
750 W	3.5–5 seconds	5–7 seconds	Small motorized-bike class	May provide stronger low-speed acceleration and hill-climbing ability than lower-powered devices.
1,000–1,500 W	2–3 seconds	3–4 seconds	Small motorcycle or pit-bike performance range	Can provide substantial acceleration, depending on actual power delivery, gearing, and vehicle weight.
3,000–5,000 W or more	Under 2 seconds	Approximately 2–2.5 seconds	Motorcycle or dirt-bike performance range	May produce motorcycle-like acceleration and substantially different operating characteristics from a conventional bicycle.

Note: Acceleration estimates are illustrative and have not been verified through extensive sources or testing. Nominal wattage does not necessarily reflect peak power. Gas-engine displacement in cubic centimeters (cc) cannot be reliably equated to electric motor wattage, and neither measurement alone establishes a vehicle's legal classification.

This comparison illustrates why staff believes the ordinance should distinguish qualifying electric bicycles from more powerful electric devices. A device's potential performance may affect the safety considerations associated with operating it alongside pedestrians, conventional bicycles, and other traffic. At the same time, the wattage threshold should not be treated as a substitute for evaluating the vehicle's complete design and statutory classification.

Staff recommends the council consider whether the original wattage limitation should be restored to the electric bicycle definition and whether additional language is warranted to clarify that devices outside the statutory definition must comply with the requirements applicable to their proper vehicle classification.

Budget Impact: There is no anticipated budget impact associated with adoption of the proposed ordinance beyond required publication costs.

Additional signage or public education costs may be necessary if Council elects to establish new operating restrictions or other requirements. Any additional administrative responsibilities associated with registration, licensing, or enforcement would need to be evaluated before implementation.

PROPOSED ORDINANCE NO. 26-009

AN ORDINANCE AMENDING TITLE 10 "VEHICLES AND TRAFFIC" TO REVISE SECTION 10.12.040 "CARELESS DRIVING" AND TO REVISE CHAPTER 10.32 "BICYCLES" OF THE RIVERTON MUNICIPAL CODE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 10.12.040 of the Municipal Code for the City of Riverton is hereby amended to read as follows:

§ 10.12.040 **Careless driving.**

It is unlawful for any person to drive any motor vehicle ~~or bicycle~~*, bicycle, electric bicycle, one-wheeled device, or powered scooter* anywhere within the city in a careless and imprudent manner, without the due regard for the width, grade, curves, corners, traffic and use of the streets and highways, and all other attendant circumstances.

Section 2. Chapter 10.32 of the Municipal Code for the City of Riverton is hereby amended to read as follows:

10.32 Bicycles*, Electric Bicycles, Human Powered Scooters, Skateboards, One-Wheeled Devices, Powered Scooters*

§ 10.32.010 ***Definitions.***

"Bicycle" *means a human powered transportation device, equipped with operable pedals, or other means of human propulsion, and a seat for one or more rider.*

"Careless manner" *means operating a bicycle, human-powered scooter/skateboard, electric bicycle, or powered device in a manner that creates an unreasonable risk of injury to persons or damage to property under the circumstances than existing.*

"Dismount zone" *means designated public sidewalks in the City of Riverton where bicycles, electric bicycles, and powered scooters are prohibited to improve the safety of pedestrians utilizing those sidewalks.*

1. *The dismount zone is designated as any sidewalk on, or adjacent to, the following public streets:*
    a. *Main Street from Fifth Street West to Federal Boulevard;*
    b. *All north-south streets between Fifth Street West on the west, Federal Boulevard on the east, Fremont Avenue on the north and Washington Avenue on the south.*

"Electric bicycle" *means a bicycle equipped with fully operable pedals, a seat or saddle for the rider's use and an electric motor* ~~*of less than 750 watts*~~*.*

1. *Electric bicycles must meet the requirements of one of the following three classes and associated performance limitations:*
    a. *"Class 1 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour;*
    b. *"Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used to propel the bicycle without pedaling and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour:*
    c. *"Class 3 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.*
2. *An electric bicycle shall operate according to class so that when the rider stops pedaling, applies the brakes or the electric motor is disengaged, the electric motor assist ceases to function or provide propulsion.*

"Human-powered scooter/skateboard" *means a human powered transportation device with two or more wheels in contact with the ground and a deck for the rider to stand on.*

"One-wheeled device" *means a motor-powered self-balancing transportation device, with a single wheel in contact with the ground and a platform or foot pads upon which the rider stands. A one-wheeled device includes, but is not limited to, devices commonly known as one-wheels, electric unicycles, or similar self-balancing personal transportation devices.*

"Powered scooter" *means a transportation device that is equipped with a motor or engine, is capable of self-propelled operation, has a deck for a rider to stand on during operation, and has one or more wheels in contact with the ground.*

§ 10.32.020 ***Requirements for Operation and Forbidden Practices.***

A. The operator of any bicycle, human-powered scooter/skateboard, electric bicycle, one-wheeled devices, or powered scooter is required to follow all applicable traffic ordinances and adopted Wyoming statutes that govern the operation of a motor vehicle inside the city limits.

1. Unless otherwise mandated, an operator is not required to possess a valid driver's license, vehicle registration, or valid insurance for the operations of a bicycle, human-powered scooter/skateboard, electric bicycle, or powered scooter.

2. Nothing in this chapter is intended to conflict with or supersede applicable Wyoming law. In the event of a conflict between this chapter and Wyoming law, Wyoming law shall control.

B. The operator of any bicycle, human-powered scooter/skateboard, electric bicycle, one-wheeled device, or powered scooter shall operate on the right-hand of the public way and as close to the right-hand curb or edge of the public way as practicable.

C. Electric bicycles and powered scooters must meet the characteristics defined under 10.32.010. Electric bicycles and powered scooters that have performance capabilities beyond the listed definitions may not be operated on public roadways, sidewalks, or recreational pathways.

1. First responders operating an electric bicycle or powered scooter in the performance of their official duties are exempt from this requirement, provided the operation is conducted in a safe manner and does not create an unreasonable risk of injury to persons or damage to property.

D. A bicycle, human powered scooter/skateboard, electric bicycle, one-wheeled device, or powered scooter that is operated between the hours of sunset and sunrise, must be equipped with, and utilize, the following:

1. A forward-facing white light, that is unobstructed and sufficient to provide operational visibility for the operator, and to make the device visible to other vehicles and motorists.

2. A rearward-facing red light that is unobstructed and sufficient to make the device visible to other vehicles and motorists.

E. In any instance where the operator of a bicycle, human-powered scooter/skateboard, electric bicycle, one-wheeled device, or powered scooter is permitted to ride on the sidewalk or recreational pathway under this chapter, the operator is expressly required to yield to pedestrians and may not operate in a careless manner.

G. In addition to applicable traffic ordinances and adopted Wyoming State Statutes, the following requirements and prohibitions apply:

1. Riding any bicycle, electric bicycle, one-wheeled devices, or powered scooter on the sidewalk in a designated dismount zone is prohibited.

2. Riding a Class 2 or Class 3 electric bicycle, or powered scooter on any sidewalk is prohibited.

a. Bicycles, human-powered scooters/skateboards, one-wheeled devices, and Class 1 Electric Bicycles are permitted to ride on the sidewalk, so long as they abide by the requirements of this chapter.

3. Riding a Class 2 or Class 3 electric bicycle on recreational pathways is prohibited.

a. Bicycles, human-powered scooters/skateboards, one-wheeled devices, Class 1 electric bicycles, and powered scooters are permitted to ride on recreational pathways, so long as they abide by the requirements of this chapter.

4. *The operator of a bicycle, human-powered scooter/skateboard, electric bicycle, one-wheeled device, or powered scooter is prohibited from riding in a careless manner or from performing trick riding on public streets, sidewalks, or recreational pathways.*

5. *The operator of a bicycle, human-powered scooter/skateboard, electric bicycle, one-wheeled device, or powered scooter is prohibited from entering or crossing a public street, roadway, or other thoroughfare unless the movement can be made with reasonable safety and without interfering with the lawful movement of approaching traffic.*

6. *The operator of a bicycle, human-powered scooter/skateboard, electric bicycle, one-wheeled device, or powered scooter is prohibited from attaching themselves or the device to any other moving vehicle.*

7. *The operator of a bicycle, human-powered scooter/skateboard, electric bicycle, one-wheeled device, or powered scooter is prohibited from carrying another person as a passenger, unless the device being operated is designed and produced by the manufacturer to carry more than one passenger, or the device has additional equipment added that is designed and produced by the manufacturer to safely carry an additional passenger(s).*

8. *Operators of bicycles, human-powered scooters or skateboards, electric bicycles, one-wheeled devices, or powered scooters may not ride more than two abreast on public streets, sidewalks, or recreational pathways. Riding two abreast is prohibited whenever doing so would impede the normal and reasonable movement of a pedestrian or traffic.*

§ 10.32.030 ***Helmet use compulsory under 18 years of age.***

A. *The operator of any electric bicycle, one-wheeled device, or powered scooter, under 18 years of age, is required to properly wear a United States Department of Transportation or Consumer Product Safety Commission approved helmet while riding on public streets, sidewalks. or recreational pathways.*

B. *The city encourages all operators and passengers of bicycles, human-powered scooters/skateboards, electric bicycles, one-wheeled devices, or powered scooters to wear properly fitted safety helmets regardless of age.*

§ 10.32.040 ***Responsibility of parent or guardian****.*

The parent of any child, juvenile, and the guardian of any ward under the age of 18 shall not authorize or knowingly permit the child, juvenile, or ward to violate any provision of this chapter.

§ 10.32.050 ***Penalty for violations.***

A person who violates any of the provisions set forth in this chapter, upon conviction, shall be guilty of a misdemeanor and shall be subject to the provisions of Section 1.20.010.

§ 10.32.060 ***Alternate penalty for violations by juveniles under 16 years of age.***

At the discretion of the officer who observed the violation and is issuing the citation, a juvenile under 16 years of age who violates any of the provisions set forth in this chapter may be required to appear in the Riverton Municipal Court with their parent or guardian, and upon conviction be fined a maximum of $25.00 for each offense, plus the costs of prosecution.

1. *If a juvenile is cited under this section, the citing officer will contact the juvenile's parent or legal guardian and notify them of the citation and the corresponding court date.*

2. *If the violation is under 10.32.030, the Riverton Municipal Court may allow for the purchase of a certified helmet for use by the juvenile, in lieu of fines and costs of prosecution, provided that proof of purchase is submitted and the helmet is presented to the Court.*

~~**Article I General**~~

~~§ 10.32.010 **Applicability of traffic regulations.**~~

~~Every person riding or operating a bicycle on any street, alley or public way in the city shall be subject to all provisions of the laws of the state, the provisions of this code and other ordinances of the city applicable to the drivers of vehicles, except such provisions thereof that by their very nature can have no application.~~

~~§ 10.32.020 **Manner of operation generally.**~~

~~It is unlawful for any person to operate a bicycle on the streets, alleys or public ways of the city unless at all times such person has such bicycle under control, and at all times has at least one hand on the handlebars. Such person shall not permit the bicycle to wobble from side to side on such public ways, but shall drive the same on the right hand of the public way and as close to the right hand curb of the street as practicable. No person shall operate any bicycle upon any sidewalk within the city.~~

~~§ 10.32.030 **Right-of-way of pedestrians.**~~

~~The driver or operator of a bicycle shall give the right-of-way at all times to a pedestrian regardless of when and where such person is driving or operating the bicycle.~~

~~§ 10.32.040 **Equipment.**~~

~~A. Every bicycle when in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear of a type approved by the department which shall be visible from all distances from 50 feet to 300 feet to the rear when directly in front of lawful upper beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector.~~

~~B. Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.~~

~~§ 10.32.050 **Responsibility of parent or guardian.**~~

~~The parent of any child and the guardian of any ward shall not authorize or knowingly permit the child or ward to violate any provision of this act.~~

~~§ 10.32.070 **Records of licenses and violations.**~~

~~The police department shall keep a record of the date of issuance of any and all violations of this chapter.~~

~~**Article II Licenses**~~

~~§ 10.32.080 **Authority of chief of police to issue.**~~

~~The chief of police is authorized and directed to issue or cause to be issued, as provided in this chapter, bicycle registration and licenses for those persons wishing to make application therefor.~~

~~§ 10.32.090 **Application.**~~

~~Application for license shall be made in writing upon forms prescribed by the police department of the city and after the application is completed by the applicant shall be approved by the chief of police of the city.~~

~~§ 10.32.100 **Inspection – Approval.**~~

~~The chief of police shall, before approving an application for license pursuant to this chapter, inspect or have inspected each bicycle and require proper equipment thereon to include reflectors, brakes and such other safety equipment as shall be necessary before approving the application for license.~~

~~§ 10.32.110 **Plates and registration cards.**~~

~~A. The city shall provide license plates of metal or plastic, together with registration cards, which plates and cards shall be numbered consecutively. Such plates shall bear appropriate lettering to indicate their issuance by the city.~~

~~B. The license plates referred to in this section shall be so constructed as to be attached to each bicycle for which license is issued, and it shall be the duty of the licensee to attach such license to the frame of the bicycle.~~

~~§ 10.32.120 **License number – Destruction unlawful.**~~

~~It is unlawful for any person wilfully or maliciously to remove, destroy, mutilate or alter the number of any bicycle frame license attached thereto during the time for which same was issued or is operative.~~

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING October 6, 2026

PASSED ON SECOND READING October 20, 2026

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this ___ day of _____.

CITY OF RIVERTON, WYOMING

By:_____
Tim Hancock
Mayor

ATTEST:

_____
Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Administrative Services Director of the City of Riverton, attest that Ordinance No. 26-009 was passed, adopted, and approved by the Governing Body of the City of Riverton on the __ day of _____ 2026. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being _____.

_____
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: **November 3, 2026**

SUBJECT: **Proposed Ordinance No. 26-010 – Recreational Pathways**

Recommendation: On third reading, the City Council consider Proposed Ordinance No. 26-010, amending Chapter 12.28 of the Riverton Municipal Code to update the definitions and regulations governing the use of designated bicycle lanes and recreational pathways.

Background: The city's current recreational pathway regulations were developed around traditional bicycles and pedestrian use. Since their adoption, the types of devices commonly used on pathways have expanded to include electric bicycles, motor-powered scooters, and self-balancing one-wheeled devices. The existing code does not consistently address these devices or establish clear operating expectations for their use on designated recreational pathways.

At its September 8, 2026 working session, the City Council discussed potential updates to the city's regulations governing bicycles, electric bicycles, scooters, and related devices. Proposed Ordinance No. 26-009 addresses the operation of these devices under Title 10, including their use on public streets, sidewalks, and other public ways. Proposed Ordinance No. 26-010 complements that effort by updating Title 12, Chapter 12.28, which specifically governs designated bicycle lanes and recreational pathways.

Discussion: Proposed Ordinance No. 26-010 revises Chapter 12.28 to recognize additional transportation and recreational devices and establish consistent expectations for their operation on designated bicycle lanes and recreational pathways. The principal changes include:

- **Updated definitions**. The ordinance revises the definition of "bicycle" and adds definitions for electric bicycles, human-powered scooters and skateboards, one-wheeled devices, powered scooters, and careless operation. It also updates the definition of "recreational pathway" to identify the devices and users for which the pathways are designated.
- **Expanded permitted pathway use**. The ordinance continues to prohibit motorized vehicles on recreational pathways and bicycle lanes while expressly allowing Class 1 electric bicycles, one-wheeled devices, and powered scooters, subject to the requirements of the chapter. Existing exceptions for motorized wheelchairs and certain vehicles crossing a pathway or lane are retained.
- **Exemption for official duties**. On second reading, the Council amended the ordinance to exempt first responders, city employees, and contractors or other authorized persons acting on behalf of the city when operating a motorized vehicle in the performance of official duties or authorized city work, subject to safe operation and the requirement not to create an unreasonable risk of injury to persons or damage to property.

- **Pedestrian right-of-way and safe operation**. The ordinance requires operators of bicycles and other specified devices to yield to pedestrians, refrain from careless operation, and provide an audible signal when overtaking and passing a pedestrian.
- **Group riding**. The ordinance extends the existing two-abreast limitation to additional device types. It also prohibits careless operation and riding two abreast whenever doing so would impede the normal and reasonable movement of pedestrians or traffic.
- **Conforming and retained provisions**. The ordinance retains the City Council's authority to establish designated bicycle lanes and recreational pathways, requirements for maps and signs or markings, and existing prohibitions addressing damage to property, horses, pets, and other activities that may create hazards or interfere with other users.

Electric bicycle definition

On second reading, the council also amended the ordinance to remove the 750-watt motor-power limitation from the definition of an electric bicycle. Staff does not recommend this change.

Federal law defines a low-speed electric bicycle using a motor-power threshold of less than 750 watts, and Wyoming Statute § 31-5-102(a)(xxxiv) similarly defines an electric bicycle as having an electric motor of less than 750 watts and meeting the requirements of one of the three statutory classes. Removing the threshold from the city's definition would broaden the local definition beyond the definition established in state law and the applicable federal consumer-product law. As a result, devices with motors that exceed the statutory threshold could be included in the city's definition even though they do not qualify as electric bicycles under state law. This could create inconsistency and uncertainty in how the city's regulations apply to those devices. Staff recommends retaining the 750-watt limitation and requests that the Council reconsider the amendment on third reading.

Taken together, Ordinances 26-009 and 26-010 would provide a more coordinated regulatory framework for the use of bicycles and related devices throughout the city. Ordinance 26-009 addresses where and how these devices may operate under Title 10, while Ordinance 26-010 updates the specific rules applicable to designated recreational pathways and bicycle lanes under Title 12. The proposed changes are intended to recognize the expanded use of these devices while maintaining recreational pathways as shared facilities, with pedestrian safety and the reasonable movement and enjoyment of all users as central considerations.

Alternatives: The council may adopt Proposed Ordinance No. 26-010 as amended on second reading, reconsider the removal of the 750-watt limitation and restore that language before adoption, or provide direction for further revisions consistent with the council's policy objectives.

Budget Impact: No significant budget impact is anticipated from adoption of the ordinance. Any costs associated with updating signs, markings, public information, or pathway maps would depend on the implementation approach and could be addressed through existing departmental resources or future budget requests.

PROPOSED ORDINANCE NO. 26-010

AN ORDINANCE AMENDING TITLE 12 "STREETS, SIDEWALKS AND PUBLIC PLACES" TO REVISE CHAPTER 12.28 "RECREATIONAL PATHWAYS" OF THE RIVERTON MUNICIPAL CODE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 12.28 of the Municipal Code for the City of Riverton is hereby amended to read as follows:

12.28 Recreational Pathways

§ 12.28.010 **Definitions.**

"Bicycle" ~~means a device upon which any person may ride, propelled by human power through a belt, chain or gears and having two or three wheels in a tandem or tricycle arrangement~~means a human powered transportation device, equipped with operable pedals, or other means of human propulsion, and a seat for one or more rider.

"Bicycle lane" means that portion of a roadway, other than state and county highways, set aside by striping for the exclusive use of bicycle riders and so designated as provided by this chapter.

"Careless manner" *means operating a bicycle, human-powered scooter/skateboard, electric bicycle, or powered device in a manner that creates an unreasonable risk of injury to persons or damage to property under the circumstances than existing.*

"Electric bicycle" *means a bicycle equipped with fully operable pedals, a seat or saddle for the rider's use and an electric motor ~~of less than 750 watts~~.*

1. *Electric bicycles must meet the requirements of one of the following three classes and associated performance limitations:*
    a. *"Class 1 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour;*
    b. *"Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used to propel the bicycle without pedaling and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour:*
    c. *"Class 3 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.*
2. *An electric bicycle shall operate according to class so that when the rider stops pedaling, applies the brakes or the electric motor is disengaged, the electric motor assist ceases to function or provide propulsion.*

"Human-powered scooter/skateboard" *means a human powered transportation device with two or more wheels in contact with the ground and a deck for the rider to stand on.*

"Jogging" means running, trotting or alternately running and walking.

"One-wheeled device" *means a motor-powered self-balancing transportation device, with a single wheel in contact with the ground and a platform or foot pads upon which the rider stands. A one-wheeled device includes, but is not limited to, devices commonly known as one-wheels, electric unicycles, or similar self-balancing personal transportation devices.*

"Pedestrian" means a person who is engaged in the activity of walking or jogging.

"Powered scooter" *means a transportation device that is equipped with a motor or engine, is capable of self-propelled operation, has a deck for a rider to stand on during operation, and has one or more wheels in contact with the ground.*

"Recreational pathway" means a pathway for ~~bicycle riders~~ *the operator of any bicycle, human-powered scooter/skateboard, Class 1 electric bicycle, one-wheeled device, or powered scooter* and pedestrians that has been so designated and is physically separated from a roadway.

"Roadway" means that portion of a highway improved, designed or ordinarily used for vehicular traffic.

"Walking" means hiking or walking.

§ 12.28.020 **Establishment of bicycle lanes and recreational pathways.**

The city council is authorized and empowered by resolution or motion to establish bicycle lanes and recreational pathways within the city in the interest of providing recreation and development open space programs.

§ 12.28.030 **Map.**

There shall be maintained on file in the office of the city clerk and the Riverton police department and available for inspection by the public, a map showing the bicycle lanes and recreational pathways as established from time to time by the city council.

§ 12.28.040 **Signs and markings.**

The Riverton police department shall designate bicycle lanes and recreational pathways and regulate the use thereof by the placement of appropriate signs and roadway markings.

§ 12.28.050 **Prohibited acts.**

It is unlawful for any person to do any of the following acts on or adjacent to the officially designated bicycle lanes and recreational pathways within the jurisdictional limits of the city as provided in Section 2.04.020:

A. To injure or remove trees, shrubbery, wildlife or other natural and man-made objects;

B. To operate any motorized vehicle upon a recreational pathway or bicycle lane, except:

   1. Class 1 electric bicycles, one-wheeled devices, and powered scooters, so long as they abide by the requirements of this chapter, and

   ~~1~~*2.* Motorized wheelchairs being operated by or for the benefit of a physically handicapped person, and

   ~~2~~*3.* Other motorized vehicles entering a bicycle lane or recreational pathway for the purpose of crossing such pathway or lane at the entrance to a private drive, or for the purpose of yielding the right-of-way to an emergency vehicle as otherwise prescribed by law~~;~~*, and*

   4. First responders, City employees, and contractors or other authorized persons acting on behalf of the City, when operating a motorized vehicle in the performance of official duties or authorized City work, provided the vehicle is operated in a safe manner and without creating an unreasonable risk of injury to persons or damage to property;

C. To ride or lead a horse upon the recreational pathways;

D. To trespass on private property adjacent to recreational pathways;

E. To permit pets to roam at large or on a leash or restraint longer than ten feet in length;

F. To fail to obey all signs and markings regulating recreational pathway or bicycle lane use;

G. To engage in any activity which may constitute a hazard to the safety of other users of the recreational pathways or bicycle lanes or in any other manner, significantly interfere with the enjoyment of these recreational pathways and bicycle lanes by others.

§ 12.28.060 **Yielding right-of-way.**

Whenever any person is riding a bicycle*, human-powered scooter/skateboard, Class 1 electric bicycle, one-wheeled device, or powered scooter* upon a recreational pathway, such person shall yield the right-of-way to any pedestrian, *not operate in a careless manner,* and when overtaking and passing a pedestrian shall give an audible signal. A person riding a bicycle*, human-powered scooter/skateboard, electric bicycle, one-wheeled device, or powered scooter* off a recreational pathway or a bicycle lane and onto a roadway shall yield to all traffic on the roadway.

§ 12.28.070 **Riding in groups.**

~~Persons operating bicycles on a bicycle lane or a recreational pathway shall not ride more than two abreast; provided, however, that if riding two abreast shall impede the normal and reasonable movement of pedestrian and bicycle traffic, riding two abreast shall be prohibited.~~*Persons operating bicycles, human-powered scooters/skateboards, electric bicycles, one-wheeled devices, or powered scooters on a bicycle lane or recreational pathway shall not ride more than two abreast or in a careless manner. Riding two abreast is prohibited whenever doing so would impede the normal and reasonable movement of pedestrians or traffic.*

§ 12.28.080 **Violation and penalty.**

A person violating any of the provisions of this chapter shall be guilty of a misdemeanor and the penalty for such violation thereof shall be that set forth in Section 1.20.010.

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

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

PASSED ON FIRST READING October 6, 2026

PASSED ON SECOND READING October 20, 2026

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this ___ day of _____.

CITY OF RIVERTON, WYOMING

By:_____
Tim Hancock
Mayor

ATTEST:

_____
Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Administrative Services Director of the City of Riverton, attest that Ordinance No. 26-010 was passed, adopted, and approved by the Governing Body of the City of Riverton on the __ day of _____ 2026. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being _____.

_____
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: **November 3, 2026**

SUBJECT: **Recreation Pathway Map**

Recommendation: The City Council consider approval of the proposed Recreational Pathways and Bicycle Lanes Map, establishing the designated recreational pathways and bicycle lanes within the City of Riverton pursuant to Chapter 12.28 of the Riverton Municipal Code.

Background: Chapter 12.28 of the Riverton Municipal Code establishes the City's authority to designate bicycle lanes and recreational pathways. Section 12.28.020 authorizes the City Council, by resolution or motion, to establish bicycle lanes and recreational pathways within the City in the interest of providing recreation and developing open space programs.

Section 12.28.030 further provides that a map showing the bicycle lanes and recreational pathways established by the City Council shall be maintained on file in the offices of the City Clerk and Riverton Police Department and made available for public inspection.

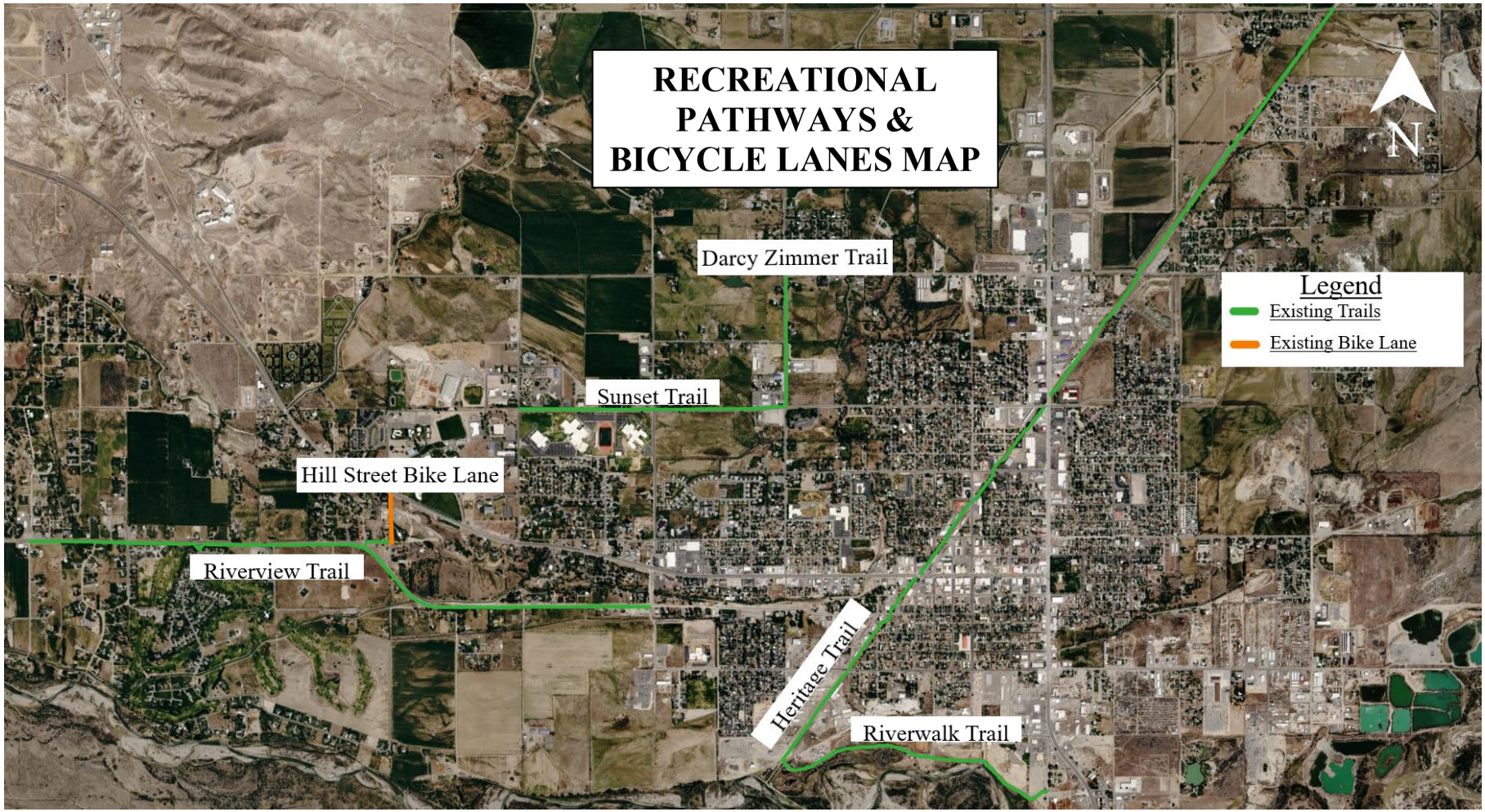
As the City considers adoption of Proposed Ordinance No. 26-010, which updates the regulations governing the use of designated bicycle lanes and recreational pathways, staff believes this is an appropriate time to review and establish an updated map identifying the City's designated facilities.

Discussion: Staff has prepared an updated Recreational Pathways and Bicycle Lanes Map for the Council's consideration. The map is intended to provide a clear reference identifying the facilities formally designated by the City Council under Chapter 12.28.

If approved, the map will be maintained on file with the City Clerk and Riverton Police Department, as required by Section 12.28.030, and made available for public inspection. Staff may also use the adopted map as a reference when updating public information and coordinating future pathway signage or markings.

The Council may approve the map as presented or provide direction to staff for modifications before its establishment.

Budget Impact: No significant budget impact is anticipated from establishing the proposed map. Any future costs associated with signage, pavement markings, public information, or map distribution would be addressed through existing departmental resources or future budget requests.


RECREATIONAL PATHWAYS & BICYCLE LANES MAP
N
Legend
Existing Trails
Existing Bike Lane
Darcy Zimmer Trail
Sunset Trail
Hill Street Bike Lane
Riverview Trail
Heritage Trail
Riverwalk Trail

CITY COUNCIL STAFF REPORT

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

FROM: **Kyle J. Butterfield, City Administrator**

DATE: **November 3, 2026**

SUBJECT: **Proposed Ordinance No. 26-011 – Conditional Use Review for Outdoor Donation and Drop-Off Facilities**

Recommendation: On third reading, the City Council consider Proposed Ordinance No. 26-011, amending Title 17, "Zoning," to establish outdoor donation and drop-off facilities as conditional uses in the R-2 Residential, C-1 Commercial, C-H Commercial, and I-1 Light Industrial Districts.

Background: During its September 8, 2026, working session, the City Council discussed concerns associated with donation and drop-off locations, including potential impacts to surrounding properties and the health, safety, and general welfare of the community. The discussion included whether the City's existing ordinances provide sufficient tools to address these concerns or whether additional regulations should be considered.

Riverton Municipal Code currently contains provisions addressing property maintenance, nuisance abatement, debris, littering, disorderly businesses, and trespassing. These provisions provide mechanisms to address certain conditions and activities when they occur. The Council's discussion also recognized that zoning regulations could provide a prospective means of reviewing the location and operation of donation and drop-off facilities.

One approach to regulating these facilities through zoning is to identify them as conditional uses. A conditional use is a land use that the zoning ordinance allows within a particular zoning district, subject to approval and any conditions imposed through the applicable review process. Unlike a rezoning, which changes the zoning designation of property, or a variance, which provides relief from specific zoning requirements, a conditional use allows the decision-making body to evaluate a proposed use in the context of its location and potential impacts. The review provides flexibility to approve a use when its impacts are acceptable, impose conditions to address identified concerns, or deny the application when those concerns cannot be adequately addressed.

Following the working session, the Council directed staff to prepare an ordinance establishing a process for the Council to regulate these facilities in order to promote the health, safety, and welfare of the community, while also recognizing that donation centers and receptacles provide a valuable community service by facilitating the reuse of clothing, household goods, food, and other materials. Regulation should therefore be designed to address identifiable impacts without unnecessarily restricting legitimate donation activity.

Discussion: Proposed Ordinance No. 26-011 creates conditional-use provisions in four zoning districts: R-2 Residential, C-1 Commercial, C-H Commercial, and I-1 Light Industrial. The ordinance identifies

outdoor donation or drop-off facilities, including unattended donation boxes or receptacles and other outdoor areas used to receive or temporarily store donated items, as uses that may be permitted by the City Council upon recommendation of the Planning Commission.

The proposed approach is intentionally straightforward. Rather than establishing detailed operational standards applicable to every facility, the ordinance would allow the City Council to review each proposed use in the context of its location and surrounding properties. The Council may impose conditions it deems necessary to protect adjacent property, prevent objectionable or offensive conditions, and promote the public health, safety, and general welfare. Such conditions could address matters including location and setbacks, size, design, weather protection, operation, maintenance, servicing, access, hours of operation, screening, signage, and the prevention of litter, debris, or other nuisance conditions.

This approach provides flexibility to consider relevant site-specific circumstances, including surrounding land uses, access, servicing, maintenance, and the potential for impacts beyond the property. It also establishes a consistent zoning mechanism for considering these facilities across the identified districts, rather than relying solely on enforcement after a nuisance or other condition has developed.

The proposed ordinance does not prohibit donation or drop-off facilities in the identified districts, nor does it automatically authorize an existing or proposed facility. Instead, it establishes conditional-use review as the process through which a request may be considered. Applications would be reviewed through the City's existing conditional-use procedures, with the Planning Commission making a recommendation and the City Council retaining authority to approve, deny, or impose conditions on the proposed use.

The ordinance is intended to address the activity and its potential land-use impacts, rather than the identity or purpose of the organization operating a facility or benefiting from donations. It therefore uses the broader term "donation or drop-off facilities" rather than limiting the provision to charitable organizations.

The proposed amendment represents the next step in the Council's September 8th discussion. It provides a framework for evaluating these uses while allowing the Council to determine appropriate conditions based on the circumstances of each application.

Budget Impact: There is no anticipated direct budget impact associated with adoption of the proposed ordinance. Any future administrative or enforcement costs would depend on the number of applications received and the conditions established through the conditional-use review process.

PROPOSED ORDINANCE NO. 26-011

AN ORDINANCE AMENDING TITLE 17, "ZONING," TO REVISE CHAPTER 17.32, "R-2 RESIDENTIAL DISTRICT," BY CREATING SECTION 17.32.015, "CONDITIONAL USES"; TO REVISE CHAPTER 17.56, "COMMERCIAL DISTRICT 'C-1,'" BY CREATING SECTION 17.56.045, "CONDITIONAL USES"; TO REVISE CHAPTER 17.64, "COMMERCIAL DISTRICT 'C-H,'" BY CREATING SECTION 17.64.045, "CONDITIONAL USES"; TO REVISE CHAPTER 17.68, "I-1 LIGHT INDUSTRIAL DISTRICT," BY CREATING SECTION 17.68.035, "CONDITIONAL USES"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 17.32.015 of the Municipal Code for the City of Riverton is hereby created to read as follows:

§ 17.32.015 ***Conditional uses.***

The following use may be permitted as a conditional use in the R-2 Residential District by the City Council upon recommendation of the Planning Commission and subject to such conditions as the City Council deems necessary to protect adjacent property, prevent objectionable or offensive conditions, and promote the public health, safety, and general welfare:

A. Outdoor donation or drop-off facilities, including unattended donation boxes or receptacles and other outdoor areas used to receive or temporarily store donated items.

Section 2. Section 17.56.045 of the Municipal Code for the City of Riverton is hereby created to read as follows:

§ 17.56.045 ***Conditional uses.***

The following use may be permitted as a conditional use in the Commercial District "C-1" by the City Council upon recommendation of the Planning Commission and subject to such conditions as the City Council deems necessary to protect adjacent property, prevent objectionable or offensive conditions, and promote the public health, safety, and general welfare:

A. Outdoor donation or drop-off facilities, including unattended donation boxes or receptacles and other outdoor areas used to receive or temporarily store donated items.

Section 3. Section 17.64.045 of the Municipal Code for the City of Riverton is hereby created to read as follows:

§ 17.64.045 ***Conditional uses.***

The following use may be permitted as a conditional use in the Commercial District "C-H" by the City Council upon recommendation of the Planning Commission and subject to such conditions as the City Council deems necessary to protect adjacent property, prevent objectionable or offensive conditions, and promote the public health, safety, and general welfare:

A. Outdoor donation or drop-off facilities, including unattended donation boxes or receptacles and other outdoor areas used to receive or temporarily store donated items.

Section 4. Section 17.68.035 of the Municipal Code for the City of Riverton is hereby created to read as follows:

§ 17.68.035 ***Conditional uses.***

The following use may be permitted as a conditional use in the I-1 Light Industrial District by the City Council upon recommendation of the Planning Commission and subject to such conditions as the City Council deems necessary to protect adjacent property, prevent objectionable or offensive conditions, and promote the public health, safety, and general welfare:

A. Outdoor donation or drop-off facilities, including unattended donation boxes or receptacles and other outdoor areas used to receive or temporarily store donated items.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING October 6, 2026

PASSED ON SECOND READING October 20, 2026

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this ___ day of _____.

CITY OF RIVERTON, WYOMING

By:_____
Tim Hancock
Mayor

ATTEST:

_____
Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Administrative Services Director of the City of Riverton, attest that Ordinance No. 26-011 was passed, adopted, and approved by the Governing Body of the City of Riverton on the __ day of _____ 2026. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being _____.

_____
Mia Harris
Administrative Services Director

CITY COUNCIL STAFF REPORT

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

FROM: **Gary Michaud, Community Development Director**

THROUGH: **Kyle Butterfield, Riverton City Administrator**

DATE: **November 3, 2026**

SUBJECT: **Resolution 1563 - A RESOLUTION ESTABLISHING THE AMOUNT OF FEES FOR CERTAIN SERVICES AND BUILDING PERMITS WITHIN THE CITY OF RIVERTON, WYOMING**

Recommendation: The City Council approve Resolution 1563 to create an application fee for conditional use permits.

Background: Conditional uses permits (CUP's) applications have been submitted the City of Riverton in the regularly in the past and applicants were charged $175 per application.

However, Community Development staff recognized that no fee was listed under the City of Riverton's fee sheet for certain services and building permits. Under Wyoming Public Records Law (W.S. § 16-4-201 et seq.) and local government transparency requirements, a municipality cannot charge arbitrary or unlisted fees for administrative actions.

Discussion: A fee should be charged for a conditional use permit application, similar to all other applications to the City of Riverton Community Development Department. Additionally, this amount should be listed on the City fee sheet for certain services and building permits to comply with state law.

Staff recommends approval of an amount of $175 per application for this purpose, which is similar to a variance application fees and consistent with fees charged for Conditional Use Permits in the past.

Options:

- Approve Resolution 1563 as proposed.
- Approve Resolution 1563 with changes to the amount of the fee
- Not approve Resolution 1563

RESOLUTION NO. 1355

A RESOLUTION ESTABLISHING THE AMOUNT OF FEES FOR CERTAIN SERVICES AND BUILDING PERMITS WITHIN THE CITY OF RIVERTON, WYOMING.

WHEREAS, section 15.04.030 of the Riverton Municipal Code requires that the City Council, by resolution, establish valuations and fees for certain services and building permits within the corporate limits; and

WHEREAS, the Community Development Department recommends the same.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING, that the City Council of the City of Riverton, Wyoming, hereby declares that certain service and permit fees will be as follows:

CATEGORY	RATE
1. International Building Code	
A. New Commercial Construction including warehouses	$0.53 per square foot of building area (includes building and all building systems) **
B. Storage units, pole barns, post frame, detached garage, deck additions, carports, similar structures.	$0.13 per square foot of building area (includes building and all building systems) ** $30.00 minimum
2. International Residential Code	
A. New Residential Construction, Manufactured Home Construction (IRC or HUD Standard), with permanent foundation, accessory buildings, additions, covered decks, attached garages.	$0.42 per square foot of building area (includes building and all building systems) **
B. Storage units, pole barns, post frame, detached garage, deck additions, decks, carports, and similar structures.	$0.13 per square foot of building area (includes building and all building systems) ** 32.00 minimum
3. International Building Code/ International Residential Code/ HUD Standard – (Alterations)	$50.00 minimum
A. Alterations per square footage	$0.42 per square foot of alteration area
B. Equipment/material including labor	1% of contract amount
1. Siding, soffit, facia & gutter	$25.00 minimum
2. Electrical Service Upgrade (residential)	$52.00 minimum
3. Electrical Alteration	$26.00 minimum
4. Mechanical (Equipment Replacement)	$52.00 minimum
5. Plumbing Alteration	$26.00 minimum
6. Water Heater Replacement (residential)	$26.00 minimum
7. Gas Piping Test	$26.00 per test or trip
8. Water or Sewer Replacement	$52.00
C. Demolitions	$0.13 per square foot
D. Relocation of structure	$0.13 per square foot
E. Window/Door replacement (no structural alteration) Permit required, no fee (with structural alteration)	$52.00 minimum
4. Reroofing permits	

Residential Reroof (area >100 sq. ft.)	$52.00
Commercial Reroof	1% of contract amount
5. Communication Facilities – cell buildings/towers, etc.	$325.00
6. Mobile Home (HUD Standard) - Park Sets	
A. Single width unit	$79.00
B. Multiple width unit	$135.00
7. Signs	$0.53 per square foot of sign face area or $39.00 minimum
8. Commercial Plan Review Fees	
A. Third Party Plan Review Fees	Actual Cost
B. In House Plan Review Fees	10% of Building Permit Fee Based on valuation $52.00 minimum
9. Foundation only Permit (additional fees for building permit will be required Pursuant to R106.3.3)	$130.00
10. Fence Permits	
A. Installed in right-of-way	$26.00
B. Fences exceeding 7' in height (Engineering required)	$26.00
C. Fences not exceeding 7' in height & installed on owner's property	No permit required
11. Permit Violation Fee (working without permit, work other than permitted)	2 times the permit fee $100.00 minimum
12. Encroachment Fees	
A. Street/alley (paved)	$0.69 per linear foot or $121.00 minimum.
B. Sidewalk repair/replacement	$35.00 per 0 – 50 linear feet $50.00 per 50 – 100 linear feet $0.66 per linear foot > 100 linear feet or $70.00 minimum
C. Street/alley (non-paved)	$70.00
D. Right of Way (other than street, etc)	$70.00
13. Zoning Change (To include Preparation of notification list, Preparation of Notification letters, Property sign, Newspaper hearing notices, Publication of zone change, and Revision of master zoning map)	$300.00
14. Variance Application (To include Preparation of notification list, Preparation of Notification letters, Property sign, and Newspaper hearing notice)	$175.00
A. Renewal – if applicable	$40.00
15. Home Occupation Application (To include Preparation of notification list, Preparation of Notification letters, and Newspaper meeting advertisement)	
A. New	$115.00
B. Renewal	$42.00
16. Residential Child Care Permit	

(To include preparation of notification list, preparation of notification letters, meeting publication and fire inspection)

A.	New	$100.00
B.	Renewal	$65.00

17. Commercial Child Care Fire Inspection — $35.00

18. Conditional Use Permit — $175.00
(To include Preparation of notification list, Preparation of Notification letters, and Newspaper meeting advertisement)

19. Plat Review
(Preliminary and final plats included) — The greater of $200.00 or $10 per lot, up to a maximum fee of $1000.00

20. Board of Appeals Hearing — $42.00

21. Call Back Fee — $52.00
(Inspector called and site not ready)

**For the purpose of determining building fees, "building area" is defined as the total floor area including all floor levels within the exterior walls, covered patios, attached garages, porches, and decks. "Alteration area" is defined as the total floor area that is collectively part of the remodel, renovation, room addition, etc. All calculated fees shall be rounded up to the nearest whole dollar.

BE IT FURTHER RESOLVED this Resolution becomes effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the governing body of the City of Riverton, Wyoming, this 3rd day of November 2026.

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: **November 3, 2026**

SUBJECT: **Ground Lease Extension: Wyoming.com Tower**

Recommendation: Staff recommends approval of the proposed ten-year lease agreement between the City of Riverton and Wyoming.com for continued use of the City's communications tower site on Griffey Hill, commencing October 6, 2026, with an annual rental rate of $12,000 and a 3% annual escalator.

Background: The City of Riverton has maintained a ground lease agreement with Wyoming.com for a communications tower site located on Griffey Hill. The most recent lease was executed in December 2016, providing for a five-year term commencing October 5, 2016, with an initial annual rental payment of $3,752 and a 3% annual escalator. The agreement provided Wyoming.com with the first opportunity to renew the lease for an additional five-year period, subject to mutually agreed-upon terms.

Wyoming.com notified the City of its intent to renew the agreement for the additional five years, extending the lease through October 5, 2026, under the existing terms and conditions. The agreement has since expired, and both the City and Wyoming.com have expressed interest in continuing the lease arrangement.

Staff has prepared a new lease agreement for consideration that would establish a new ten-year term, beginning October 6, 2026, and expiring October 6, 2036. The proposed agreement also updates several provisions of the original lease to better address the responsibilities, rights, and obligations of both parties.

Discussion: The proposed agreement would allow Wyoming.com to continue operating its communications infrastructure on approximately 1,000 square feet of City-owned property on Griffey Hill. The permitted use would continue to include telecommunications operations, including the construction, maintenance, and operation of a tower, antennas, equipment, and associated structures.

Key Provisions and Changes to the Existing Agreement

The proposed agreement includes several changes and clarifications compared to the expired lease:

- **Lease Term**: The previous agreement provided for an initial five-year term and a subsequent five-year renewal. The proposed agreement establishes a new ten-year term, commencing October 6, 2026, with a first opportunity for Wyoming.com to negotiate an additional five-year renewal, subject to mutually agreed-upon terms.
- **Ownership and Removal of Improvements**: The proposed agreement expressly identifies the tower, equipment, and other improvements as the property of Wyoming.com. Upon termination or

expiration, the company would have 90 days to remove its property. Any property remaining after that period would be considered abandoned and become the property of the City.

- **Maintenance and Property Responsibilities**: The new agreement provides additional detail regarding Wyoming.com's responsibility to maintain the premises and improvements in good condition, including keeping the area free of debris and reasonably clear of weeds. The City retains the right to inspect the premises with reasonable notice and has no maintenance obligations for the leased property or improvements.
- **Subleases and Assignments**: The proposed agreement retains the City's requirement for prior written consent for assignments or additional subleases while expressly recognizing the existing sublease to Contact Communications.
- **Liability and Insurance**: The proposed agreement provides more detailed liability and indemnification provisions and retains the existing minimum liability insurance requirements. The prior agreement also contained a separate fire insurance requirement naming the City as an additional insured, which is not included as a separate requirement in the proposed agreement.
- **Termination and Default**: The proposed agreement establishes a 30-day notice and opportunity to cure for defaults by either party. It also provides additional direction regarding the removal of property, surrender of the premises, and circumstances involving continued use following expiration or termination. The prior agreement allowed either party to terminate the lease upon 90 days' written notice.

Other provisions address utilities, applicable taxes and assessments, compliance with laws, the City's aviation-related rights and height restrictions, and the City's retained ownership interests in the underlying property.

Rental Rate and Market Comparisons

The proposed annual rental rate is $12,000, payable annually in advance, with a 3% annual increase beginning on the first anniversary of the agreement. This rate is consistent with the recently negotiated and approved Verizon Wireless ground lease on Griffey Hill.

During the Verizon lease negotiations, staff also solicited information regarding commercial communications tower ground leases from other Wyoming communities through WyoCMA, as well as from several private property owners in Fremont County. The information received provided additional context for evaluating the proposed rental rate. Among the private property owners contacted, reported annual lease payments included approximately $10,000 for one tower lease and $12,000 for other tower leases. A property owner with a tower lease in Lander also reported receiving $12,000 annually.

The City's existing commercial communications tower lease comparisons provide another useful reference point:

Commercial Communication Tower Lease Comparisons								
Verizon (Main Street)		Verizon (Griffey Hill)		Wyoming.com		Union Wireless	
1996		1996	$ 1,000.00	1996		1996	
1997		1997	$ 1,000.00	1997		1997	
1998		1998	$ 1,000.00	1998		1998	
1999		1999	$ 1,000.00	1999		1999	
2000		2000	$ 1,000.00	2000		2000	
2001	$ 3,000.00	2001	$ 1,000.00	2001		2001	
2002	$ 3,000.00	2002	$ 1,000.00	2002		2002	
2003	$ 3,000.00	2003	$ 1,000.00	2003		2003	
2004	$ 3,000.00	2004	$ 1,000.00	2004		2004	
2005	$ 3,000.00	2005	$ 1,000.00	2005		2005	
2006	$ 3,000.00	2006	$ 1,000.00	2006		2006	
2007	$ 6,000.00	2007	$ 6,500.00	2007		2007	
2008	$ 6,000.00	2008	$ 6,500.00	2008		2008	$ 6,000.00
2009	$ 6,000.00	2009	$ 6,500.00	2009		2009	$ 6,120.00
2010	$ 6,000.00	2010	$ 6,500.00	2010		2010	$ 6,242.40
2011	$ 6,000.00	2011	$ 6,500.00	2011	$ 2,600.00	2011	$ 6,367.25
2012	$ 6,450.00	2012	$ 6,987.50	2012	$ 2,600.00	2012	$ 6,494.59
2013	$ 6,450.00	2013	$ 6,987.50	2013	$ 2,600.00	2013	$ 6,624.48
2014	$ 6,450.00	2014	$ 6,987.50	2014	$ 2,600.00	2014	$ 6,756.97
2015	$ 6,450.00	2015	$ 6,987.50	2015	$ 2,600.00	2015	$ 6,892.11
2016	$ 6,450.00	2016	$ 6,987.50	2016	$ 3,752.00	2016	$ 7,029.96
2017	$ 6,933.75	2017	$ 7,511.56	2017	$ 3,864.56	2017	$ 7,170.56
2018	$ 20,000.00	2018	$ 7,511.56	2018	$ 3,980.50	2018	$ 7,313.97
2019	$ 20,600.00	2019	$ 7,511.56	2019	$ 4,099.91	2019	$ 7,460.25
2020	$ 21,218.00	2020	$ 7,511.56	2020	$ 4,222.91	2020	$ 7,609.45
2021	$ 21,854.54	2021	$ 7,511.56	2021	$ 4,349.60	2021	$ 7,761.64
2022	$ 22,510.18	2022	$ 8,074.93	2022	$ 4,480.08	2022	$ 7,916.87
2023	$ 23,185.48	2023	$ 8,074.93	2023	$ 4,614.49	2023	$ 8,075.21
2024	$ 23,881.05	2024	$ 8,074.93	2024	$ 4,752.92	2024	$ 8,236.71
2025	$ 24,597.48	2025	$ 8,074.93	2025	$ 4,895.51	2025	$ 8,401.45
2026	$ 25,335.40	2026	$ 12,000.00	2026	*$ 12,000.00*	2026	$ 8,518.65
						2027	$ 8,689.02
						2028	$ 8,862.80

The comparison demonstrates that the proposed rate would bring the Wyoming.com lease into alignment with the recently negotiated Verizon lease on Griffey Hill. It would also represent a 145% increase from the $4,895 annual payment made in 2025 under the prior agreement.

Wyoming.com has respectfully requested that the City consider an annual rental rate of $10,000 rather than the proposed $12,000. Ultimately, the rental rate is a policy and financial consideration for the Council.

Considerations if an Agreement Is Not Reached

The existing agreement expired October 5, 2026. Consequently, the parties will need to reach agreement on new lease terms to continue the current arrangement. If the City and Wyoming.com are unable to reach mutually acceptable terms, Wyoming.com would be required to discontinue its use of the premises and

remove its existing tower infrastructure and associated equipment. This would result in the loss of the current communications infrastructure at the Griffey Hill site.

Staff believes continued use of the property is preferable to removal of the existing infrastructure, provided the parties can reach an agreement that establishes reasonable responsibilities for both parties.

Budget Impact: Approval of the proposed agreement at $12,000 annually would generate $12,000 in annual lease revenue to the City, with a 3% annual escalator beginning October 6, 2027. The annual rental payment would increase each subsequent year over the ten-year term.

If the Council elects to accept Wyoming.com's requested annual rate of $10,000, the initial annual revenue would be reduced by $2,000, with the same proposed 3% annual escalator. If an agreement is not reached, the City would forgo the associated lease revenue and the existing communications infrastructure would need to be removed.

There is no anticipated direct expenditure to the City associated with the proposed agreement.

LEASE

This Agreement, is entered into by the CITY OF RIVERTON, Fremont County, Wyoming, a municipal corporation,("City"), and WYOMING.COM, of Riverton, Fremont County, Wyoming, a Wyoming corporation, ("Lessee"). The parties agree as follows:

1. LEASE: City, in consideration of the covenants hereinafter set forth to be performed by Lessee, hereby leases to Lessee the following described real property:

> A parcel of land located in the SW1/4SW1/4, Section 20, T.1N, R.4E, W.R.M., Fremont County, Wyoming, more particularly described as follows:
> Commencing at the southwest corner of said Section 20 from which the west ¼ corner of said Section 20 bears NO°26'21", 2646.84 feet; thence N21°41'40"E, 952.52 feet to the point of beginning of this description; thence N79°26'15"E, thence S79°26'15"W, 50.00 feet; thence S10°33'45"E, 20.00 feet to the point of beginning of this description, containing 1000 sq. ft. more or less.

2. RENTAL: Lessee shall pay as rent for the use and occupancy of the premises Three Thousand, Seven Hundred Fifty Two Dollars and No Cents ($3,752.00) per year in advance during the term hereof. On an annual basis, the yearly rent will increase by three percent (3%) over the rent paid the prior year.

3. TERM: This Lease shall be for five years commencing on October 5, 2016 and expiring October 5, 2021.

4. OPTION TO RENEW: The parties agree that, at the expiration of the term of this Lease, the Lessee will have a first option to renew said Lease for one additional period of five years, on such terms and subject to such conditions as may be agreed.

5. TAXES AND ASSESSMENTS: Lessee shall pay promptly when due all taxes and assessments which may be levied upon or become charged against said premises.

6. IMPROVEMENTS: Lessee shall obtain the approval of City for any and all buildings and improvements placed thereon, fully comply in the design, construction and operation of same with all federal, state and local laws and regulations and not to alter such buildings and improvements without first submitting the plans and specifications therefore to City and obtaining approval thereof. Buildings and improvements on the property constructed or acquired with federal, state, county or municipal funds shall remain the property of City. The City will allow the Lessee to erect a new antenna tower on the site.

7. ASSIGNMENT: Lessee shall not assign this Lease or sublet the premises without the prior written consent of City. Express consent by City is hereby provided to sublet to Contact Communications.

8. USE: Lessee agrees not to use or permit the use of the demised premises or any part thereof for any purpose that may be contrary to the laws of the State of Wyoming or of the City of Riverton, or contrary to any ordinances of the City of Riverton, either as the same now are or may hereafter be enacted.

9. HOLD HARMLESS: Lessee shall save City harmless from any loss or damage by reason of the design, operation, or use of said premises.

10. LIABILITY INSURANCE: Lessee shall purchase and maintain during the lease period and any renewal thereof, a comprehensive liability insurance policy covering the leased premises with any acceptable insurance company, and which contains minimum coverage as follows: $500,000.00 general liability, $250,000.00 personal injury per person and $500,000.00 personal injury per accident. Said policy shall provide that a copy of any notice of cancellation shall be provided City, and City shall also be given copies of the

policy itself and renewal endorsements. The insurance shall provide year-round coverage for the property.

11. FIRE INSURANCE: Lessee shall purchase and maintain during the lease period and any renewal thereof, a fire insurance policy, from an acceptable insurance company, covering all buildings and improvements on the premises with City as an additional named insured. Said policy shall provide that a copy of any notice of cancellation shall be provided to City, and City shall also be given copies of the policy itself and renewal endorsements. The insurance shall provide year-round coverage for the property.

12. MAINTENANCE: Lessee shall keep and maintain the premises thereon and all parts thereof in good and substantial repair. Lessee further agrees to fence the above-ground physical improvements, according to Lessor's specifications and other requirements, should the Lessor deem such fencing to be necessary.

13. SURRENDER OF PREMISES: Lessee shall promptly surrender up and redeliver possession of said premises to City in as good of condition as when originally received by Lessee, upon the expiration of Lease or upon the termination thereof as herein provided.

14. ROCK AND GRAVEL RESERVATIONS: City expressly excludes from the premises all rock, sand and gravel deposits thereon. City agrees to not remove such deposits during the term of this lease or any renewals.

15. PERFORMANCE: This Lease is made upon the condition that Lessee shall punctually perform all the covenants herein set forth to be performed by it and if, at any time, there shall be any default in such performance and said default shall continue for a period of thirty days after notice thereof is given by City to Lessee, City may, at any time thereafter, terminate this Lease and re-enter upon the premises, take possession thereof, without further compensation to be paid therefore, and thereafter said Lease shall be void.

16. 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 this Lease.

17. TERMINATION: This Lease may be terminated by either party upon ninety days written notice of intent to terminate. Upon the effective date of termination as herein provided, all duties and responsibilities of the parties, one to the other shall cease.

18. MODIFICATION: No modification of the terms of this Lease will be effective unless such modification is in writing and signed and dated by the parties.

19. NOTICES: Notices to Lessee shall be sufficient if sent by United States Mail, postage prepaid, and addressed to the Lessee as follows:

Wyoming.com
937 West Main Street
Riverton, WY 82501

20. UTILITY EASEMENTS: Lessee shall execute the necessary utility easements for the use of the property subject to the approval of City and provided, further, that the easements be conditioned upon their cancellation upon termination or expiration of this Lease, unless approved in writing otherwise by City. City shall execute the necessary utility easements over its property which lies adjacent to subject property to enable use of the property.

22. BINDING EFFECT: This Lease shall be binding upon Lessee and it's successors and assigns.

21. CONFORMANCE WITH LAWS: Lessee shall comply with all municipal, state, and federal laws, as they are now or as they are later enacted, 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 religion.

22. GOVERNMENTAL IMMUNITY: Nothing in this Lease shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

23. SEVERABILITY: Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of the Lease shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

24. PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

25. ENTIRE AGREEMENT: This three page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Lessee.

DATED: December 20, 2016.

CITY OF RIVERTON, WYOMING

By: _____
John L. Baker, Mayor

ATTEST:

_____
Kristin Watson
City Clerk/HR

WYOMING.COM,

By: _____
Mitch Benson, President

STATE OF WYOMING)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Mitch Benson, this 27 day of February, 2017.

Witness my hand and official Seal.

Megan Sims - Notary Public
County of Fremont State of Wyoming
My Commission Expires March 31, 2020

_____
Notary Public

My commission expires: March 31, 2020

wyoming.com

October 31, 2023

City of Riverton
Attn: Mia Harris, Finance Director
816 N Federal Blvd.
Riverton WY 82501

Subject: Tower Lease Agreement between Wyoming.com and the City of Riverton for Griffey Hill.

Mrs. Mia Harris,

Wyoming.com will be renewing our existing Lease Agreement for the Griffey Hill location for an additional five (5) years per the terms of the agreement for dates October 5, 2021 through October 5, 2026.

Wyoming.com wishes to enter into another lease agreement with the same terms prior to the expiration of the current agreement and will coordinate with the City of Riverton to attain a new lease agreement.

Wyoming.com values our community partnership with the City of Riverton and their support on this matter.

Best Regards,

Kim Kobbe

Kim Kobbe
Vice President, Wyoming.com
937 West Main Str.
Riverton, WY 82501

Attachment: Original Griffey Hill Lease Agreement dated October 5, 2016

LEASE AGREEMENT BETWEEN
CITY OF RIVERTON
AND WYOMING.COM

This Agreement, is made and entered into by and between the City of Riverton ("City"), a Wyoming Municipality, whose address is 816 N. Federal Blvd., Riverton WY 82501 and Wyoming.com, a Wyoming corporation ("Lessee"), whose address is 937 West Main St., Riverton WY 82501.

WITNESSETH:

The City, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Lessee, does hereby lease and let unto the Lessee, the following described real property ("Premises"), to-wit:

> A parcel of land located in the SW1/4SW1/4, Section 20, T.1N, R.4E, W.R.M., Fremont County, Wyoming, more particularly described as follows:
>
> Commencing at the southwest comer of said Section 20 from which the west ¼ corner of said Section 20 bears NO°26'21", 2646.84 feet; thence N21 °41 '40"E, 952.52 feet to the point of beginning of this description; thence N79°26'15"E, thence S79°26'15"W, 50.00 feet; thence S10°33'45"E, 20.00 feet to the point of beginning of this description, containing 1000 sq. ft. more or less.

TO HAVE AND HOLD the above-described property (Premises) unto the Lessee, its successors and assigns, for a term as described herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. USE OF PREMISES:

A. Lessee's Rights and Obligations:

i. The Premises shall be used for the express purpose of telecommunication operations, which includes, but is not limited to, constructing, maintaining, and operating a tower, antennas, equipment, and structures supporting such operations.

ii. Lessee shall have quiet enjoyment of the Premises in accordance with the covenants in this Agreement.

iii. Lessee shall not use or permit the use of the Premises or any part thereof for any purpose that may be contrary to federal, state, or local laws, either as the same are now or may hereafter be enacted.

DRAFT

iv. Lessee shall keep and maintain the Premises and all improvements thereon and parts thereof in good and substantial repair and condition; maintain the Premises and keep it free from the accumulation of junk and debris; ensure the safe and visual appeal of appurtenances and improvements; keep the Premises reasonably clear of weeds; and not place, nor permit or suffer to be placed, advertising signs on the Premises, nor painted on any buildings or improvements situated thereon, without the prior written approval of the City.

v. Lessee shall apply for, secure, and pay the costs for any necessary federal, state, or local permits related to the improvement and operation of the Premises. This includes, but is not limited to, building permits or licenses from the Federal Communications Commission.

B. City's Rights and Obligations:

i. City shall indicate to Lessee in writing its approval of any proposed leasehold improvements based on submitted plans and specifications.

ii. City shall indicate to Lessee in writing its consent or lack thereof for requests for sublease or assignment made by Lessee.

iii. City, its employees, agents, and representatives shall have the right to enter upon the Premises to inspect the Premises at any reasonable hour with reasonable notification.

iv. 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 aircraft now known or hereafter used for flight or navigation. The City further reserves the right to place height restrictions on any improvement placed on the Property.

v. City has no maintenance obligation under this Agreement to the Premises or any of the improvements placed thereon.

2. LEASEHOLD IMPROVEMENTS:

A. Lessee agrees to obtain the approval of the Community Development Director of the City of Riverton for any and all buildings and improvements placed thereon, and not to alter the same without first submitting the plans and specifications for the improvements to the Community Development Director and obtaining the Director's approval thereof.

DRAFT

B. Improvements on the property shall remain the property of the Lessee, provided that upon termination of this Lease, such improvements have been removed not later than ninety (90) days after the date of termination. Any remaining property following expiration of the applicable removal period shall be deemed abandoned by Lessee and shall become the property of the City.

C. Except as otherwise provided in subparagraph A and B, City acknowledges and agrees that:

i. All personal property, equipment, apparatus, fittings, building, fixtures and trade fixtures installed or stored on the Premises constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including, without limitation, all telecommunication equipment, towers, switches, cables, wiring and associated equipment or personal property (collectively, the "equipment"), and shall remain the personal property of Lessee;

ii. Neither City nor any person claiming by, through or under City shall have any right, title or interest (including without limitation a security interest) in the equipment of Lessee, nor shall have the right to remove the equipment at any time during the term of this lease; and

3. TERM: This Agreement shall be for ten (10) years commencing on October 6, 2026 and expiring October 6, 2036.

4. OPTION TO RENEW: Lessee shall have the first opportunity to negotiate with the City for renewal of this Lease for one additional period of five (5) years. Any renewal shall be subject to terms and conditions mutually agreed upon in writing by the parties

5. RENTAL FEE: Commencing on October 6, 2026, the annual rent shall be Twelve Thousand Dollars ($12,000.00), payable annually in advance to the City. Commencing on October 6, 2027, and on each anniversary date thereafter during the Term, the annual rent shall increase by three percent (3%) over the annual rent for the immediately preceding year

6. TAXES AND ASSESSMENTS: Lessee hereby agrees to pay promptly when due all taxes and assessments which may be levied upon or become charged against the Premises or the buildings and improvements erected thereon.

7. UTILITIES: All utility arrangements shall be the sole responsibility of Lessee and shall be made pursuant to the requirements of federal, state, and local law. The City agrees to execute the necessary utility easements for the use of the property subject always to the

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approval of the Community Development Director and provided, further, that the easements be conditioned upon cancellation with termination of this Lease agreement.

8. SUBLETS AND ASSIGNMENTS:

A. Lessee shall not transfer, assign, or otherwise convey or encumber its interest in the Premises, nor sublet any portion of the Premises, without the City's prior written consent. Neither this Agreement nor any interest therein shall pass to a trustee, receiver, or assignee for the benefit of creditors, whether through bankruptcy, insolvency, or otherwise, or by any other operation of law.

B. Notwithstanding Subparagraph A, the City hereby consents to Lessee's sublease of a portion of the Premises to Contact Communications.

9. LIABILITY:

A. Lessee shall be liable for any loss and damage to Lessee's property as a result of fire or other cause, including, but not limited to, vandalism, malicious mischief or other criminal activity.

B. Lessee shall assume liability for damage to property of, or personal injury to, its directors, officers, agents, employees, invitees and guests arising out of, or in connection with, the Lessee's use of the Premises; and to the extent permitted by applicable law, the Lessee shall indemnify, defend and save harmless the City from any and all liabilities, actions, claims, suits, losses, damages, damage to property, and injuries to persons, of whatsoever kind or nature resulting from or arising out of any acts of commission or omission by the Lessee, its agents, employees or customers, or arising from or out of the Lessee's occupation or use of the Premises or privileges granted.

C. Lessee shall purchase and maintain during the term of the lease and any renewal thereof, a comprehensive liability insurance policy covering the Premises with any acceptable insurance company, and which contains minimum coverage as follows: $500,000.00 general liability, $250,000.00 personal injury per person and $500,000.00 personal injury per accident. Said policy shall provide that a copy of any notice of cancellation shall be provided City, and City shall also be given copies of the policy itself and renewal endorsements. The insurance shall provide year-round coverage for the property.

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.

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E. Lessee bears sole risk of loss to all personal property on the Premises.

10. SURRENDER OF PREMISES: Lessee agrees to promptly surrender up and redeliver possession of the Premises to the City in good order and condition as when received by Lessee, subject only to the limited period allowed for removal of personal property and improvement, upon the expiration of the Lease or upon the termination thereof as herein provided.

11. DEFAULT AND TERMINATION:

A. If Lessee defaults in performance of any term of this Agreement and that default remains for a period of thirty (30) days after written notice of default, City may terminate this Agreement. City may re-enter and take complete possession of the Premises and buildings and improvements thereon, which shall become the property of the City without further compensation to be paid therefor, and thereafter this Lease shall be to all intents and purposes null and void. The City may also use any manner allowed by law to regain possession.

B. If City defaults in its performance of any term of this Agreement and that default remains for a period of thirty (30) days after written notice of default, Lessee may terminate this Agreement.

C. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within ninety (90) days remove all personal property from the Premises. Any remaining property following expiration of the applicable removal period shall be deemed abandoned by Lessee and shall become the property of the City.

D. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.

E. Lessee agrees that at the expiration or termination of the Agreement, it will cease to utilize the Premises for the purpose herein stated. Should Lessee hold over the use after thirty (30) days after the expiration of the Agreement, such holding over will be as a user at sufferance for which use it shall pay monthly rental fees of one thousand dollars ($1,000) and in addition be liable for any and all damages, costs and expenses resulting from such use including all costs of collection and reasonable attorney fees.

12. 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

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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.

13. 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 City Administrator
City of Riverton
816 N Federal Boulevard
Riverton, WY 82501

If to Lessee, addressed to:

Wyoming.com
ATTN: Eric Nowland
937 West Main Street
Riverton, WY 82501

14. ROCK AND GRAVEL RESERVATIONS: The City hereby expressly excepts and reserves from the demised Premises, all rock, sand and gravel deposits thereon.

15. 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.

16. 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.

17. 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.

18. BINDING EFFECT: This Agreement shall be binding upon Lessee and its successors and assigns.

19. 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.

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20. MODIFICATION: No modification of the terms of this Agreement will be effective unless such modification is in writing and signed and dated by the parties.

21. VENUE AND GOVERNING LAW: The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.

22. GOVERNMENTAL IMMUNITY: Nothing in the Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

DATED: _____, 2026.

CITY OF RIVERTON, WYOMING
A Municipal Corporation

By: _____
Tim Hancock, Mayor

ATTEST:

_____
Mia Harris, Administrative Service Director

WYOMING.COM

By: _____
Eric Nowland, President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by _____ known to me to be the person that executed the within instrument as the Lessee therein named, this ___ day of _____, 2026.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

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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: **November 3, 2026**

SUBJECT: **BJA 2026 Rural Violent Crime Reduction Initiative Grant**

Recommendation: The City Council approve the Riverton Police Department to apply for the BJA 2026 Rural Violent Crime Reduction Initiative Grant.

Background: The BJA 2026 Rural Violent Crime Reduction Initiative Grant is a competitive federal grant opportunity which allows rural jurisdictions to request funding to prevent, respond to or reduce violent crime. The grant allows agencies to request funding for technology, personnel, training, equipment, or purchase of data analytics to reduce crime.

The Riverton Police Department seeks funding through the Bureau of Justice Assistance (BJA) Rural Violent Crime Reduction Initiative to assign a dedicated detective to crimes against persons, with an emphasis on missing and endangered persons and runaway children reported missing. Department staff have identified the need for a detective to oversee these investigations, which often begin with a runaway child or missing adult report and may reveal abuse, exploitation, violence, or other criminal activity. Riverton faces significant investigative challenges, including limited staffing, large rural areas, along with being in one of the top counties in Wyoming with the highest number of unresolved missing-person cases. A dedicated detective would provide consistent oversight, strengthen investigative follow-up, and improve the department's ability to identify and investigate potential criminal activity.

The detective would collaborate with the Fremont County Sheriff's Office and Bureau of Indian Affairs officers serving the Wind River Reservation to improve information sharing and coordinate investigations across jurisdictional boundaries. The project would strengthen case management, improve responses to vulnerable individuals, and increase opportunities to locate missing persons and investigate crimes against persons. Performance would be measured through investigative activity, case progress, missing individuals located, and interagency coordination. Federal funding would address a critical staffing need while advancing rural violent crime reduction and public safety throughout Riverton and the surrounding region.

This grant's maximum allotment is $250,000 over 3-years. Staff has proposed the following budget for this project:

Detective (GRANT)	$195,000	(Base Salary) over 3 years
Detective (CITY MATCH)	$65,000	(City Benefits/insurance etc) over 3 years
Detective Vehicle (GRANT)	$55,000	
Detective Vehicle (CITY MATCH)	$15,000	(Equipment/MDT etc)

Discussion: Council to allow the Riverton Police Department to proceed to apply and submit for the BJA 2026 Rural Violent Crime Reduction Initiative Grant before the deadline of November 6, 2026 or not allow the submission for this project.

Budget Impact:

FISCAL YEAR PERCENTAGES	BJA GRANT $	CITY MATCH (Health Insurance/Benefits)	TOTAL COST (W/Benefits)
YEAR 1 (75% of Year)	$ 48,750	~ $15,000	$ 63,750
YEAR 2 (100%)	$ 65,000	~ $20,000	$ 85,000
YEAR 3 (100%)	$ 65,000	~ $20,000	$ 85,000
YEAR 4 (25%)	$ 16,250	~ $ 5,000	$ 21,250
	$195,000	$65,000	$ 255,000
Detective Vehicle	$ 55,000	$ 15,000 (Equip/MDT)	$ 70,000
TOTALS	$250,000	$80,000	$ 330,000

If awarded full funding, a budget amendment for the unanticipated additional revenue and related expense items will be needed for the FY 2026-27 Budget.

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: **November 3, 2026**

SUBJECT: **Alcohol – Tobacco – Kratom Inspection Contract**

Recommendation: The City Council approve the City of Riverton to enter into a one (1) year contract with the Wyoming Association of Sheriffs and Chiefs of Police for the purpose of reimbursing the Riverton Police Department for conducting alcohol, tobacco, and kratom inspections within the city of Riverton.

Background: In the past, the Riverton Police Department has utilized a grant through the Wyoming Association of Sheriffs and Chiefs of Police (WASCOP) to conduct compliance checks on local businesses that sell tobacco and alcohol. This was conducted in a way to ensure alcohol and tobacco were not being sold to underage individuals.

Discussion: The City of Riverton has been offered a contract with the Wyoming Association of Sheriffs and Chiefs of Police for the purpose of reimbursing the City of Riverton for conducting alcohol, tobacco, and kratom inspections. The contract allows for the reimbursement of one hundred and fifty dollars ($150) per inspection and are to be completed twice during the duration of the contract. The contract will be effective if/when the contract is signed by the City of Riverton and would continue through September 30, 2027.

Budget Impact: The total amount of this contract shall not exceed seventeen thousand four hundred dollars ($17,400.00) for reimbursement. A placeholder of $2,500 under General Fund 1-42120-724 was originally approved by the City during the FY 2026-27 for expenses related to compliance checks. The majority of costs related to this activity will be accounted in the salaries, wages, and overtime line items.

Alcohol – Tobacco – Kratom
Inspection Contract

Parties: The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police, whose address is P.O. Box 990, Douglas, WY 82633 and the City of Riverton Wyoming a municipal corporation via its Riverton Police Department whose address is 816 N Federal Blvd, Riverton, WY 82501.

1. **Purpose**: To provide alcohol, tobacco and kratom inspections in communities within the state of Wyoming.

2. **Term**: This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from October 1, 2026, through September 30, 2027. All services shall be completed during this term.

3. **Payment**:

   A. The total amount of this contract shall not exceed seventeen thousand four hundred dollars ($17,400.00).

   - Alcohol Compliance Inspections $8,700.00
   - Tobacco Compliance Inspections $7,800.00
   - Kratom Compliance Inspections $ 900.00

   B. Payment for conducting compliance inspections of alcohol, tobacco and kratom retailers shall be made based upon submission to the on-line data software and a report from the software documenting the number of inspections for the specified time frame and an invoice.

   C. All invoices for compliance inspections shall be paid within a 60-day period upon receipt by the Association of compliance inspection entries and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.

   D. Payment shall be based on a rate of one hundred fifty dollars ($150.00) per inspection.

4. **Responsibilities of the Department**:

   A. Conduct and complete alcohol, tobacco and kratom compliance inspections as follows:

      1) Complete two (2) compliance inspections per year for every establishment that sells Alcohol, tobacco or kratom products in the community, including bars.

2) **Alcohol, tobacco and kratom inspections must be completed as follows:**

- **October 1, 2026 - December 31, 2026**
- **January 1, 2027 – September 30, 2027**

5. **Responsibilities of the Association**:

A. Remit payment to the Department based on proper monthly invoices.

B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.

C. Input all compliance inspection forms into the on-line project software.

6. **General Provisions**:

A. **Amendments**: Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. **Americans with Disabilities Act**: The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

C. **Audit/Access to Records**: The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.

D. **Availability of Funds**: Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.

E. **Award of Related Contracts**: The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.

F. **Compliance with Laws**: The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

G. **Confidentiality and Publicity**: All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.

H. **Entirety of Contract**: This Contract consisting of 6 pages consisting of one (1) page represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

I. **Extensions**: Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

J. **Force Majeure**: Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

K. **Independent Contractor**: The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

L. **Kickbacks**: The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee.

1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.

M. **Nondiscrimination**: The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.

N. **Notices**: All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.

O. **Ownership of Documents**: All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

P. **Severability**: Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

Q. **Taxes**: The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

R. **Termination of Contract**: This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.

S. **Third Party Beneficiary Rights**: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

T. **Time:** Time is of the essence in all provisions of the Contract.

U. **Titles Not Controlling**: Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.

V. **Waiver**: The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

7. **Governmental Claims Act**. The City does not waive any right or rights it may have pursuant to the Wyoming Claims Act, Wyoming Statutes Section 1-39-101 etseq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

9. **Governing Law and Venue:** This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and parties. The venue shall be the Ninth Judicial District, Fremont County, Wyoming.

10. **Signatures**: In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

Wyoming Association of Sheriffs and Chiefs of Police

Allen Thompson, Executive Director
WASCOP

October 23, 2026
Date

Department

Signature

Title

Date

CITY COUNCIL STAFF REPORT

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

FROM: **Brendan P. Thoman, P.E., Public Works Director**
Bruce Ransom, Airport Division Manager

THROUGH: **Kyle J. Butterfield, City Administrator**

DATE: **November 3, 2026**

SUBJECT: **Lease Agreement – Aeronautical Radio Equipment at Airport Terminal Building**

Recommendation: The City Council approve a lease to grant space to ARINC Incorporated and Aeronautical Radio, Inc. to house radio equipment for DataLink aeronautical radio communications equipment at the Central Wyoming Regional (RIW) Airport Terminal Building.

Background: ARINC Incorporated reached out to airport manager, Bruce Ransom in earlier this year with a request to set up the new radio equipment at the airport terminal building. This equipment allows Air Traffic Control (ATC) locate and guide commercial aircraft to ultimately use RIW as a diverting airport. The equipment consisting of the following:

- Server deck - to be installed it in the server cabinet at the terminal that hosts the security camera servers where there is ample room.
- Antennas – Two (2) mounted on the roof. These will be installed on the terminal roof on a non-penetrating antenna mount.

The logistics have been worked out between the IT department and engineers from ARINC. Aircraft Communications Addressing and Reporting System (ACARS) data transmitted via short, text-like messages provides communication between an aircraft and ground stations. This station being installed is a requirement if United Airlines (or other commercial airlines) to would like to use RIW as a diverting airport.

Background: The radio equipment needs approximately 2’ x 2’ of floor space to set up a rack for the equipment. Ultimately, what is needed is the following:

1. **Rack Space in Airport Radio Rack at Terminal Building Electrical Room Central Wyoming Regional Airport**



2. **Rooftop location for ARINC Non-Penetrating Antenna Mount Central Wyoming Regional Airport**



Having this equipment at the RIW could bring increased air traffic to the airport and possibly increased fuel sales. RIW is are not currently a diversion airport for any other commercial aviation. The initial request to install this equipment came as a requirement of United Airlines, Inc.

Budget Impact: S taff recommends the City Council consider the fee proposed in the attached agreement. In brief, this includes an $100/month fee. No internet use fee is needed as they will be providing their own internet. In past agreements, this has been assessed at $40/month. Therefore, the total lease agreement will be for $1200/year. This is consistent with other airports installing this equipment.

The proposed agreement lists the start date as the date when the agreement is officially signed whereas fees would begin being assessed. The contract would be automatically renewed each year on July 1st unless written permission is given in order to end the agreement.

CENTRAL WYOMING REGIONAL AIRPORT
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**") is made as of _____, 2026, by and between the **City of Riverton, Wyoming** ("**Lessor**") and **ARINC Incorporated**, a Delaware Corporation ("**Lessee**"). Lessor and Lessee are sometimes referred to in this Lease individually as a "Party" and collectively as the "Parties".

1. PREMISES.

   Lessor owns and operates the **Central Wyoming Regional Airport** located in Riverton, Wyoming (the "**Airport**"). Lessor hereby leases to Lessee the following space at the Airport for Lessee's aeronautical radio equipment: 3-foot height of rack space (approximately a 2' wide by 2' wide area) in the existing Airport Radio Rack in the Electrical Room of the Airport Terminal Building and including exterior/rooftop space for Lessee's associated antennae (the "**Premises**"), as depicted on the attached photographs (Exhibit "A"). Lessor will receive Lessee's shipped equipment and run Lessor-provided coaxial cable through existing conduit to the roof for Lessee's antennas; Lessee will install and connect all equipment.

2. TERM.

   The term of this Lease shall be for an initial period of one (1) year, commencing July 1st of each year and terminating on June 30th (the "**Lease Term**"). Thereafter the Lease Term shall automatically renew for up to ten (10) successive one (1) year terms, provided that Lessor and Lessee shall both have the ongoing option to terminate this Lease at any time during the Lease Term by delivering written notice of such election to terminate to the other party at least ninety (90) days prior to the desired termination date. If for any reason the Rent Commencement Date has not occurred within 365 days after the date of this Lease, then this Lease shall automatically become null and void unless extended by a writing signed by both Parties.

3. RENT.

   Commencing on the date upon which Lessee's equipment is installed and operational (the "**Rent Commencement Date**"), Lessee shall pay Lessor a rental of One Hundred Dollars ($100.00) per *month*, payable *monthly* in advance. The first payment of rent shall be made within thirty (30) days after the Rent Commencement Date and verification of Lessor's payment information, and subsequent installments of rent shall be due and payable on the first day of each month (or if paid annually, beginning July 1st of each year).

   The rental rate shall automatically increase by three percent (3%) on **July 1st** annually for the duration of the Lease Term. Lessor shall, prior to the Rent Commencement Date, complete, sign and furnish to Lessee the Lessor's W-9, a letter on Lessor's letterhead listing Lessor's physical payment address and banking information for electronic

payments, and Lessee's supplier information form. If either Party exercises its option to terminate this Lease, any rent which has been prepaid by Lessee that is attributable to a period after the termination date shall be refunded to Lessee within thirty (30) days after the termination date.

4. USE AND ACCESS.

Lessee shall use the Premises for its communication equipment serving the aviation industry. Lessee may install, operate, maintain, store and remove on the Premises such communication equipment as may be necessary to its business, including transmitters, receivers, power supplies and antennas. Lessee shall not use the Premises for any other purposes without prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall have the right to add and exchange radio equipment and antennas within its Premises and the rooftop without the prior written consent of Lessor. Lessee shall have access to the Premises at all times during the hours of 8am through 5pm, seven days a week, for the purpose of routine maintenance **upon providing Lessor with at least twenty-four (24) hours prior notice**. Lessee shall have immediate access to the Premises at all hours of the day or night, seven (7) days a week for emergency repairs only, upon reasonable notice to Lessor.

In the event Lessor requires the Premises for its purposes during the Lease Term, Lessor shall have the right, subject to a minimum of ninety (90) days' prior written notice to Lessee, to relocate Lessee's equipment to a substantially similar space on the airport, subject to technical requirements of Lessee. Technical requirements must meet those provided for in the original space in ARINC's sole determination. In the event Lessor cannot relocate Lessee to a suitable space, either party may terminate this Lease, without further liability or obligation to each other, upon ninety (90) days written notice.

5. UTILITIES.

Lessee, at its expense, may arrange for such telephone and communication service as it may require. Electric power shall be paid for by Lessor and is included in the rent.

6. MAINTENANCE AND REPAIRS.

Lessor shall be responsible for the repair, replacement and maintenance of the foundation, rooftop, structural, mechanical system, electrical elements, and building facade of the building in which the Premises are located. Lessee shall keep the Premises in a clean, neat and orderly condition, free of debris and rubbish. At the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as received, normal wear and tear excepted, remove Lessee's equipment and repair any and all damage to the Premises caused by the removal of said equipment. However, at Lessee's option, Lessee may leave any of its improvements on the Premises at such time of expiration or termination, and such improvements shall become the sole property and responsibility of Lessor unless, at least 30 days before the end of the Lease Term, Lessor has given Lessee written notice to remove them.

7. DEFAULT AND REMEDIES UPON DEFAULT.

Either Party shall have thirty (30) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any non-monetary default. If said default is one that cannot be cured within the thirty (30) day period, so long as the Party charged with the default diligently pursues a remedy during the thirty (30) day period, that Party shall be given additional time reasonably necessary to cure the default. If, subsequent to the foregoing requisite period, there continues to be an event of default, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.

8. ASSIGNMENT/TRANSFER/SUBLEASE:

Lessee shall not assign or sublet all or any portion of the Premises or rights granted by this lease without the prior written consent of Lessor, whose consent shall not be unreasonably withheld; provided that, the Lessee shall be permitted to assign or sublet all or any portion of the Premises or rights granted by this lease without consent from the Lessor so long as the assignment or sublet is to corporate parents, subsidiaries and affiliates, or by way of merger, operation of law, or related to the sale of all or substantially all of the assets or stock of the Lessee to a third party so long as the assignee has revenue equal to or greater than that of Lessee.

9. INSURANCE.

During the Lease Term, Lessee, at its own expense, shall maintain the following coverage's:

(i) Commercial General Liability insurance for bodily injury and property damage in a limit of not less than USD$1,000,000 (One Million Dollars) per occurrence and USD$2,000,000 (Two Million Dollars) in the annual aggregate;
(ii) Commercial Automobile liability insurance providing coverage for owned, non-owned and hired vehicles in an amount not less than USD$1,000,000 (One Million Dollars) per accident and USD$2,000,000 (Two Million Dollars) in the annual aggregate; and
(iii) a Workers Compensation policy with statutory limits and Employers Liability coverage with at least the following limits: USD$500,000 per accident, and USD$500,000 per disease (each employee). Lessor shall be listed as an additional insured on the Commercial General Liability and Automobile liability policies only to the extent of the Lessee's indemnification obligations hereunder.

10. INDEMNIFICATION.

Lessee shall indemnify and hold harmless Lessor, its officers, directors, and employees from legal liability (including reasonable attorney's fees) caused by bodily injury, death

and property damage to the extent caused by the negligence of Lessee in its use and/or occupancy of the Premises. Lessor shall indemnify and hold harmless Lessee, its officers, directors, and employees from legal liability (including reasonable attorney's fees) caused by bodily injury, death or property damage to the extent caused by the negligence of Lessor in the ownership of the Premises.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE.

11. ENVIRONMENTAL.

Lessee agrees that the Premises will not be used for disposal of hazardous or toxic materials. Lessee shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect during the Lease Term. Lessee is not responsible or liable for environmental contamination arising prior to, during or after the Lease Term not caused by Lessee.

12. COMPLIANCE WITH LAWS.

Lessee, its officers, employees, and contractors shall observe and comply with all laws and regulations promulgated under any federal, state, county or municipal laws affecting the use of the Premises and the way the Premises are or should be used by the Lessee.

13. NOTICES.

Any notice required by this Lease must be hand delivered, sent by certified mail, return receipt requested, or by a reputable overnight delivery service to the appropriate party at the addresses set out below or to any other address that the parties subsequently designate in writing.

To Lessor:
Central Wyoming Regional Airport
4800 Airport Road
Riverton, WY 82501
Attention: Airport Director

To Lessee:
ARINC Incorporated
2551 Riva Road
Annapolis, MD 21401-7435
Attention: Real Estate Department

And copy to: ims-realestatepay@collins.com
Christopher E. Mackey, Vice President

14. ELECTRONIC SIGNATURES.

The Parties acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all intents and purposes and shall have the same force and effect as an original signature. Without limitation,

"electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives.

CITY OF RIVERTON, WYOMING
A Municipal Corporation

By: _____
Tim Hancock, Mayor

ATTEST:

_____
Mia Harris, Administrative Services Director

ARINC Incorporated

By: _____

Name: Christopher E. Mackey

Title: Vice President

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by _____ known to me to be the person that executed the within instrument as the Lessee therein named, this _____ day of _____ 2026.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Exhibit A
Rack Space in Airport Radio Rack at Terminal Building Electrical Room
Central Wyoming Regional Airport



Rooftop location for ARINC Non-Penetrating Antenna Mount
Central Wyoming Regional Airport

