



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 4/27/22	Department: Administration
Meeting Date: 5/3/22	Department Head: Reed Clevenger
	Presenter: Reed Clevenger

Subject:

Consideration to approve a lease with 92 Residents for the lease of City Property for horse corrals.

Background/Alternatives:

The City currently leases property to 92 residents for horse corrals. The prior 25-year lease expired in April of 2022. The attached lease is proposed to continue the leasing of the property for horse corrals for an annual lease of \$200 per corral for a duration of 10 years. The lease has a sunset date of May 31, 2032.

Attachments:

Lease, corral lease list

Fiscal Impact:

The lease price will increase the annual payment from \$159 a year to \$200 a year and the City proposes to change City provided services to bring the lease to a less revenue negative position for the City

Staff Impact:

N/A

Legal Review:

The Lease has been reviewed and approved by Legal Counsel.

Suggested Motion:

I move to approve and authorize the Mayor to sign a lease for City property for horse corrals to the list of residents as attached (entered into minutes for record) for the annual amount of \$200 per corral for a term sunsetting on May 31, 2032. The Governing Body also hereby finds that the commitment of this lease for the said property specified for the term of years specified has been determined to constitute a significant benefit and advantage to the City and the public, in that such the lease has a significant benefit economically to the City in the absence of an extended term.

Horse Corral Lease Agreement

SPACE (S) # [Click here to enter text.](#)

This Horse Corral Lease entered into this [Click here to enter text.](#) day of [Click here to enter text.](#) [Click here to enter text.](#), by and between the City of Green River, Wyoming, A Municipal Corporation, hereinafter referred to as “City”, and [Click here to enter text.](#) of [Click here to enter text.](#), Green River, Wyoming, hereinafter referred to as “Lessee”.

WITNESSETH

That City, for and in consideration of the covenants and agreements hereinafter contained and made on the part of Lessee, leases for use by Lessee, Corral Space Number (s) [Click here to enter text.](#) of the Green River City Horse Corrals located in Section 26, Township 18 North, Range 107 West, 6th PM, presently belonging to City; said premises to be used for keeping and maintaining of animals, and for no other purpose whatsoever. It is mutually understood by and between the parties hereto that the term “animals” as used throughout this Horse Corral Lease means horses, mules, donkeys, and ponies only.

To have and to hold the above-described corral space unto Lessee for a term of ten (10) years, said term beginning the 1st day of May, 2022 and continuing until the 31st day of May, 2032, unless terminated earlier by either party.

In consideration of the covenants and agreements hereinafter expressed, **LESSEE, UNDERSTANDS, COVENANTS AND AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS:**

1. RENT

- a. Rent for the use of one (1) corral space shall be the sum of Two Hundred dollars (\$200) per year for each year of the lease. Lease rent is due prior to the commencement of the lease and shall be paid annually on or before the annual anniversary date of the lease.
- b. Lessee’s failure to pay the annual corral rent in full shall cause this lease to terminate immediately. Any property or fixtures placed on the corral space shall be removed within thirty (30) days of notice of termination or it shall become the property of the City.

2. RULES AND REGULATIONS INCORPORATED

Lessee shall abide by the terms and conditions outlined in the Rules and Regulation of the Green River Horse Corrals as shown in Exhibit A.

3. RESIDENCY REQUIREMENTS

Lessee must reside within the city limits of Green River, Wyoming throughout this lease. Should the lessee move his residence outside the city limits of Green River, then Lessee agrees to immediately forfeit all further rights under this lease and understands that said lease shall automatically and immediately **terminate**.

4. ONE/TWO CORRAL SPACES PER HOUSEHOLD

Lessee and all members of their household are limited to two (2) corral spaces at any one time; the household is defined as all individuals residing under one roof or in one apartment unit. Provided further, that no person shall be permitted to lease corral space if said person has, in the previous tax year, been claimed as a dependent of another corral leaseholder.

5. CLEAN CORRAL SPACE

The leased corral spaces must be maintained in a clean, sanitary, and orderly manner and in conformity with all applicable local, county, and state laws.

6. Three ANIMAL LIMIT

No more than three (3) animals may be kept in any one (1) leased corral space at any given time. Note: a mare with a suckling foal under one (1) year of age shall be considered one animal for purposes of this section. If two adjoining corral spaces are leased by the same individual(s) then up to six (6) animals total may be kept in the combined leased space.

7. ANIMAL CARE

All animals kept upon the leased property shall be properly cared for in accordance with applicable local, county and state laws. Lessee understands that the mistreatment of any animal upon the leased property is grounds for immediate **termination of this lease**. Lessee further agrees that the City or the Horse Corral Committee as designated by the City may, from time to time, enter the leased property to inspect and ensure that Lessee complies with the provisions of this section.

8. MANURE REMOVAL

The manure pit located at the City Horse Corrals is exclusively for manure and natural-related animal waste. Dumping of trash, wood, metal, debris, wire, glass, paper, string, and other garbage is strictly prohibited. Lessee understands that violation of this section is grounds for immediate **termination** of the lease in addition to any criminal prosecution that may be brought.

9. VACATING LEASED PREMISES; SALES OF PERSONAL PROPERTY

Lessee must inform the City of their intent to vacate the leased corral space. All sales of personal property attached to the leased premises shall be in accordance with Exhibit A of this lease. **Any sale conducted without the knowledge and consent of the City is grounds for immediate termination of the lease.**

10. TIME LIMITS FOR COMPLIANCE

An approved fence and shelter must be in place within six (6) months of receiving the lease if a newly leased empty corral space is received between March and August of any lease year, and within 12 months if a newly leased empty space is obtained between September and February of any lease year. The City or Horse Corral Committee as designated by the City is authorized to grant a one (1) year extension to any Lessee who acquires his corral space who has made a written application to the City or Horse Corral Committee as designated by the City for such an extension. The City or Horse Corral Committee as designated by the City shall consider the efforts undertaken by the Lessee at the time of application in determining if an extension is warranted.

11. PLANS MUST BE APPROVED

All plans whether for temporary construction, permanent construction, or for improvements to existing barns and corrals, must be approved by the City or Horse Corral Committee as designated by the City **BEFORE** construction begins. Any attempt by Lessee to commence construction, remodeling, or improvement to Lessee's leased corral space without the knowledge and approval of the City or Horse Corral Committee as designated by the City shall be grounds for immediate **termination** of this lease. Lessee must obtain all local and state required permits for any construction.

12. BUILDING REQUIREMENTS

a. Generally:

1. Any corral, barn or other structure built or maintained on the leased property shall be constructed by the building requirements and building materials outlined in this lease and shall comply with all applicable ordinances and regulations of the City of Green River.
2. Uniformity must be maintained throughout the barn, the roof, and the corral.
3. Each corral must be built independent of all others, meaning it must stand on its own. Sharing or connecting of barns or corral panels between corral spaces leased by different individuals is not permitted.
4. Lessee agrees to obtain and pay for all required building permits according to applicable ordinances and regulations of the City of Green River.

b. Barns:

1. All corral spaces must have at least one (1) three-sided roofed structure (hereinafter sometimes referred to as a barn) for an animal shelter.
2. No part of any barn may extend into another corral space, or be connected or shared with a barn located on another corral space. Exception: if one Lessee has two adjoining corral spaces, he may choose to treat the two corral spaces as one, and build a barn that either extends onto both corral spaces or is located entirely on one space and not have a barn on the adjoining space. A Lessee with two adjoining leased spaces may also share or connect his fence panels to others located within his leased spaces.
3. Barns will not exceed 16 feet at the highest point.
4. Creosote treated wood, including but not limited to railroad ties and telephone poles, are prohibited in all new structures. Creosote treated wood currently being used and in existing structures may remain so long as they are not moved. No new or additional creosote-treated wood may be brought in or utilized in any structure or corral space.
5. All structures shall be finished with Nor-Clad metal siding, desert beige in color. All siding must be properly finished and maintained.
6. The exterior portion of the barn inside the corral may have finished or non-finished boards, 2" in thickness, 4' in height secured to the barn to protect the metal siding of the barn. Particleboard and plywood are not allowed.

c. Roofing:

1. All structures shall have silver, 2 ½-inch corrugated metal roofs..
2. Where appropriate, existing structures need only install plywood sub-roof and corrugated metal to meet this requirement.

d. Corrals:

1. No corral panels shall be attached or connected to another Lessee's corral panels.
Exception: When two corrals are owned by the same person only then may corral panels be connected to separate or enlarge the open area.
2. All fencing and gates shall be of pre-fabricated metal. Lessee may choose between:
 - A. Utility Horse Panels (6 rails, 62" to 65" high, 1 5/8" round tubing, dark brown, Leather
Brown Gunmetal Gray or dark green in color); **or**
 - B. Premier Corral Panels (6 rails, 64" high, 2" x 1 ¼", 16-gauge oval tubing, Dark brown, leather brown, dark green or Gunmetal Gray in color).

3. Panel anchor posts must be "T-posts" or constructed of metal pipe between 2" and 4" in diameter, schedule 40. All anchor posts shall be painted with appropriate matching coral fencing paint and maintained (repainted) to maintain the proper appearance and to prevent rusting.
4. Lessee may choose the number and lengths of panels and gates necessary for his corral and needs. Temporary use of over-height fencing panels must be approved by the Corral Committee and shall not exceed six (6) months.
5. Divider fence(s) must be the same pre-fabricated panels required for corrals fencing as set forth above.
6. Kicker boards or belting extending from the ground up to the 2nd rung of the fence panel may be used.

13. ELECTRICAL SERVICE

- a. All power supply poles will be accessible to and meet all PP&L standards except PP&L service poles. Service lines minimum height 18' and electrical service will meet the current building codes., as listed. Lessee agrees to follow and conform to all State and local electrical codes.

14. DRILLING FOR WATER

It is prohibited to drill for water on the leased premises. City

15. MISCELLANEOUS

- a. Stock water tanks are the preferred water tank. If a bathtub is used it must have no exposed sharp edges and be enclosed (skirted and properly finished) in either the same metal siding as the barn OR rough-cut lumber.
- b. Propane tanks and accessories used in or adjacent to a corral shall be rendered inaccessible to animals.

16. LESSEE FINANCIALLY RESPONSIBLE FOR REPAIRS

Lessee shall be financially responsible for all necessary repairs and/or upgrading of the leased corral space.

17. OWNERSHIP OF IMPROVEMENTS

It is mutually understood and agreed that all buildings and improvements attached to or placed upon the premises by the Lessee during the term of this lease shall remain the exclusive property of the Lessee. Said buildings and improvements shall be considered personal property and may be removed by the Lessee within thirty (30) days after the expiration or termination of this lease. Provided, however, that should Lessee fail to remove said buildings and improvements within thirty (30) days after expiration or termination of this lease then any buildings and improvements placed upon the premises by the Lessee shall become part of the real property and become the property of the City.

18. CONDITIONS FOR SUB-LEASE

The leased property is hereby demised to Lessee for Lessee's personal use and enjoyment. Lessee may only allow or permit animals belonging to lessee on the leased property. Lessee may not enter into a subleasing agreement.

19. NON-ASSIGNABLE LEASE

This lease is non-assignable except under the following two situations: (a) Lessee may transfer the lease to a parent, spouse, son, daughter, or grandchild as long as the recipient resides within the City of Green River; (b) In the event of Lessee's death, the lease may be transferred to a

parent, spouse, son, daughter, or grandchild as long as the recipient resides within the City of Green River.

20. TERMINATION

In the event of non-compliance with any of the provisions contained in this lease or Exhibit A incorporated herein, or if Lessee's estate created by the lease is taken by execution or by any other process of law, then City or Horse Corral Committee as designated by the City may lawfully, at any time thereafter, give Lessee notice, enter into and upon the demised premises or any part thereof and repossess the same, expelling Lessee and those claiming through or under him and remove Lessee's effects, forcibly if necessary, without being guilty in any manner of trespass and without any prejudice to any remedies that might otherwise be used for breaches of the lease. Upon such entry, this lease shall **immediately terminate**; it is expressly understood that in case of termination of this Lease, the Lessee shall peaceably surrender and deliver the premises to the City or Horse Corral Committee as designated by the City.

21. HOLD HARMLESS CLAUSE

Lessee shall be responsible for and hold City or Horse Corral Committee as designated by the City harmless from any damages that may occur during the term of this lease as a result of unsafe or faulty conditions of fences, buildings, or other improvements relating thereto. Further, Lessee shall be responsible for any injuries sustained by Lessee, his family members, guests, and animals while on the leased property or while using the surrounding area.

22. INDEMNIFICATION

Lessee shall indemnify City and Horse Corral Committee against all claims arising from conduct or use of said corral space arising from any acts of negligence of Lessee or any of Lessee's agents, family member, employees, or arising from any accident injury, or damages whatsoever, however, caused, to any person or persons, corporations, or the property of any person, persons, corporations occurring during the term of this lease, occurring on, in or about said demised premises, or on the streets and roadways adjacent thereto.

25. WAIVER

Lessee waives all claims against City and Horse Corral Committee for damage to property or for injuries to persons on or about the leased property from any cause arising at any time. The City or designee shall not be liable to Lessee for any damage by or from any act or negligence of Lessee or the occupant of adjoining corral spaces or contiguous property.

26. CHAIN OF COMMAND

The City shall designate a Lessee's liaison to the governing body. All initial complaints by Lessee, his family, or guests at the horse corrals shall be brought through the Horse Corral Committee as designated by the City.

27. CITY'S OBLIGATION UNDER LEASE

In exchange for the fees and requirements outlined in this lease the City of Green River agrees to and will make the following improvements:

- a. Maintain at least one centrally located manure pit for the use of the City Horse Corral Lessees. The City agrees to haul the manure from the pit each week and is free to use or dispose of it as it deems appropriate.
- b. Provide snow removal from the streets located in the City Horse Corral area by the City's master snow removal plan.

- c. Maintain the road system in the corral area according to the City's master road maintenance plan.
- d. Provide a designated area in which the coral uses may obtain water.
- e. Provide and maintain two dumpsters for trash collection at the City Horse Corral area.

28. DATE ACCEPTED

This Horse Corral Lease, as amended, is officially approved and accepted by a majority vote of the Governing Body of the City of Green River, Wyoming at its regularly scheduled meeting held on May 3, 2022.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation, City

_____ Date _____
Mayor

Attest:

City Clerk

_____ Date _____
Lessee

Exhibit A

1. Each corral space shall have and display the corral space number in a prominent and visible location. Each corral occupant shall have their telephone number on file with the City.
2.
 - a. The trailer storage area located at the Green River Horse Corrals is for the use and enjoyment of leaseholders only and is limited to horse and manure removal trailers only. Cargo trailers are not permitted
 - b. All horse trailers must be parked in the designated trailer area.
 - c. Any trailer(s) kept in the designated parking area of the Green River Horse Corrals shall display the owner's name and corral number on the tongue or front of the trailer and must be readable from 20 feet or more away.
 - d. Each lessee is allowed two trailers per corral parked in the designated trailer parking area.
3. All corrals shall be kept in a safe, clean, and orderly in accordance with the local and state laws. manner at all times.
4.
 - a. All manure shall be removed from each corral on a regular basis, in accordance with local and state laws.
 - b. No manure shall be piled in the alleys or roadways.
 - c. Only manure, hay, and straw shall be permitted to be deposited in the manure pit..
5. All weeds shall be kept under control in accordance with local and state laws
6. No horse shall be purposely turned loose in the horse corral area at any time. Loose animals shall be subject to local and state laws.
7. Every lessee shall notify the City of any address change (to their physical address) within (14) days of the change.
8. Rubber tires may only be used for ground feeders.
9. Corrals may be regularly inspected for cleanliness, safety, appearance, weeds, lease violations, and other concerns encompassing the health, safety, and welfare of both animals and persons. Corrals are subject to all local and state laws.
10. Any person requesting to lease a horse corral at the Green River Horse Corrals MUST contact the City and request their name be placed upon the horse corral waiting list. Their name and telephone number shall be added to the bottom of the list. It is the obligation of the individual requesting a corral to keep the corral list contact person advised of a telephone number where they can be contacted. Corrals will be leased out on a first in first out basis. If a individual on the waiting list does not wish to accept the lease at the time offered they may either remove their name from the list or be moved to the bottom of the list.
11. Notice shall be deemed given when any of the following actions have been taken by the City or Horse Corral Committee as designated by the City.

- a. Notice is sent via the United States Mail to the last known address of the lessee as the same is recorded on the lease.
 - b. A notice of violation is secured in a conspicuous place on the horse corral itself.
- 12. Any lessee violation of the conditions set forth above may receive a violation tag (unless the condition provides for immediate lease termination).
 - a. Each violation must be corrected within ten (10) days (except safety violations which must be remedied within 24 hours of notification). After three (3) violation tags have been issued within one calendar year, the City or Horse Corral Committee as designated by the City will notify the lessee in writing of the automatic termination of their lease.
 - b. Two warnings will be issued before a violation ticket is given. Unless it is a safety problem and then a violation tag will be issued on the 1st offense. For safety problems refer to number 11 of the rules and regulations.
- 13. All electrical wiring must meet local and state codes.
- 14. Rubber belting will be allowed as lining for inside walls of stalls and kickboards only (kickboards can be no higher than the 2nd rung of corral). Rubber Belting can be used on outside wall up to 48" that are exposed to horses as long as it is maintained.
- 15. Wire for trees cannot be attached to fencing. Wire may not be supported by T-posts, rebar, or any metal post. Wood posts are recommended.
- 16. Any treated lumber cannot be exposed to animals. If exposed, it has to be covered with approved covering/siding.
- 17. All planting of trees, shrubs, bushes, and plants must be approved by the City and be in accordance with the Green River Tree Ordinance.
- 18. For safety purposes, no man-made fires will be allowed in the Green River Horse Corral area. This is not meant to preclude common business or construction practices such as corrective horseshoeing and welding, or water heaters.

Corral Lessees

<u>Name</u>	<u>Corral #(s)</u>			
Adcock, Terry	29			
Aguirre, Mindy & Paul	55A, 55B			
Aguirre, Pete & Sherry	45, 138			
Aimone, Michael & Blair	110,111			
Anderson, David Lyle	139			
Attebury, John	18			
Balzly, Ed	72, 73			
Boes, David & Stephanie Patterson	47			
Bramwell, Robert & Hilarie	101, 102			
Bramwell, Robert & Hollie	107			
Brink, Christopher	21			
Byron, Anthoney	35			
Casper, Bruce	57			
Casper, Duke	134, 135			
Clark, Michelle	69, 70			
Cook, Lennie & Lisa (Lennie only on #78)	76, 78			
Coudrain, Katie	51			
Counts, Ginger	77			
Creager, Bart & Rebecca	1, 2			
Crowell, Carol	54			
Curry, Clarence & Morgan	100			
Eason, Melissa	132,133			
Eaton, Angela	125, 126			
Flores, Alex (Alex, Jr. on #82)	53, 82			
Flores, Beto	60, 61			
Flores, John	119, 120			
Flores, Ruben L.	33,34			
Francis, Scott	105, 106			
Gailey, Pete	81			
Gardea, Debbie	3, 4			
Gregory, Darren	13			
Gunter, Chad	12			
Gunter, Sandy	26			
Harsha, Ben	23, 24			
Harsha, Glen	22, 25			
Helson, Rick	10, 11			
Henderson, Michael	108, 109			
Hernandez, Ashley	17			
Herron, BreAnn	30			
Herron, Kay	52			
Horn, Robert	48,49			
Horrocks, Melvin	27			
Huber, Sarah	41, 46			
Huntington, Tom	36			
Johnson, Eric	19			
Johnson, Terrell	140, 141			
Johnson, Tyson	131			
Johnston, Brad & Lauren	98, 99			
Keith, Lorraine G.	95, 104			
Kellum, Gabe & Kimberly	58			

Kerr, Duane	127, 128			
Knezovich, Dean Ann	129/130			
Kreusel, Kye	40			
Lance, Terrell O.	28			
Lauze, Doug & Sandra (Doug only on #97)	96, 97			
Love, Zack & Brittini	117,118			
Lowell, Carol	87, 88			
Maestas, Janice	74, 75			
Manley, Rick & Tonya	114			
McKinney, Ashley & Stratman, Jason	8, 15			
Miller, Heath	84, 85			
Mitchell, Shawnya	64			
Mundy, Jesslyn	124			
Munoz, Estella	115/116			
Munoz, Tomas	112, 113			
Olds, Nathan	20			
Open Corral	59			
Owens, John	31			
Owens, Rick & Karen	32			
Parson, Sara	50, 56			
Pollock, Terald	80, 90			
Reyes, Albert	65, 66			
Reyes, Estela	93, 94			
Reyes, Ruben	67, 68			
Rockhold, Cliff & Jacklyn	16			
Sadler, Brent & Peggy	103			
Salido, Marci	71			
Schultz, Howard	9, 83			
Sellers, Tyler	62, 63			
Smith, Julius	91			
Spellman, Spring	38,43			
Stallinngs, Leslie & James	122, 123			
Stevens, Paul	39, 44			
Stewart, Doug	86			
Straw, Jenell	14			
Swett, Tyrel & Ashlee	136, 137			
Thornburg, Byron	79			
Thornburg, Brigette	121			
Trujillo, Robert & Verna	92			
Tyler, Diane	37, 42			
Zeglen, Austin	6, 7			
Zeglen, Dan	5			