



CITY OF LANDER
CONDITIONAL USE APPLICATION – TITLE 4-6-1
NON-REFUNDABLE FEE \$500.00

For Office use only: Case # CU 25-08
 Date Received 6/2/25 Date Fee Paid _____ BOA Hearing Date Aug 7
 Existing zone designation R-3 Applicable Section of zoning code _____

Name of Applicant Bentbrook Capital, LLC Email _____
 Address 1914 E 9400 S #219, Sandy, UT 84093 Phone _____

Do you own this property Yes ☒ No _____

If no, Name of Owner _____ Email _____

Address _____ Phone _____

Legal Description of Property (Street address, subdivision lot and block numbers, or attached a Legal description prepared by a surveyor)

119 Northside Drive, which is a mobile home located within the riverbend mobile home community.

Present Zoning District of Property R-3 Current zoning use of the property R-3

Proposed Zoning District NA Proposed zoning use of property NA

Legal Description of Property (Street address, subdivision lot and block numbers, or attached a Legal description prepared by a surveyor)

Check Conditional Use Type below

☐ Child Care/preschool	☐ RV campground	☐ Restaurant
☐ Home Business	☐ Clinic/nursing home	☐ Gaming
☐ Bed/Breakfast	☐ Professional office	☐ Communication tower
☒ Short term Rental	☐ Mortuary/crematory	☐ Junkyard
☐ Group/foster home	☐ Motel	☐ Other, Explain _____

Describe your conditional request (Hours of operation, off-street parking, traffic patterns, fencing, etc.)

Parking is all on our internal private roads. Lot has dedicated parking space to allow up to two (2) vehicles.

Unit is a 2 bedroom consisting of 2 queen beds, with a maximum guests of 5 - to include use of air mattress provided.

Community Rules and Regulations of the park are communicated with with all guest and must be adhered to.

Explain why your conditional use will not adversely affect your neighborhood

Our furnished mobile home unit rentals are primarily used by travel nurses, government workers and others in Lander for longer than 30 days.

Marketing for the longer term rentals is done online through furnished finder, facebook, zillow and AirB&B.

From time to time, in the summer months, we will have gaps in our leases and shorter stays will be accomodated.

The use of our units the shorter stays is consistent with the manner in which the Riverbend Mobile Home Community is used. Guests are subject to established rules for the community.



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INSTRUCTION SHEET

1. A Conditional Use Permit application must be submitted along with a plot plan or drawing. The graphic must be a straight-edged drawn plan (a drawing to scale is preferred but not necessary) delineating the property lines and dimensions, adjacent street(s) and name(s) of that/those street(s), a north arrow, the location of existing/proposed building(s) on the parcel and if applicable off-street parking and/or loading layout. Aerial photographs of your property can be found on the Fremont County map server at <https://maps.greenwoodmap.com/fremontwy/>.
2. The following are the procedures required for a conditional use permit application:
 - (a) Review the request with the City Planning Staff. Application forms are available on the City Website www.landerwyoming.org on the homepage under the "Documents and Forms" tab.
 - (b) The City ordinance 4-6-1 states the rules for Conditional uses. The City Zoning code can be found on the City website www.landerwyoming.org on the homepage under the "City Code Book" tab.. Allowed conditional uses are listed in each separate zoning district 4-12-2 through 4-12-9.
 - (c) For a Home Business Conditional Use additional information is required per City ordinance 4-11-4 and as listed on an addendum to the Conditional Use application.
 - (d) For a Childcare/daycare/group home Conditional Use additional information is required on an addendum to the Conditional Use application.
 - (e) The Board of Adjustment meets the First Thursday of the month. By ordinance, a legal notice regarding the case must be published in a newspaper of general circulation at least fifteen (15) days prior to the public hearing. Our office requires submission of all completed material at least twenty-one (21) days prior to the meeting date in order to meet this publication requirement. There will be no exceptions from the twenty-one (21) day filing deadline date.
 - (f) The petitioner and/or a designated representative must be present at the public hearing to give testimony and answer questions regarding the request.
 - (g) All public hearings are held in the City Council Chambers, 240 Lincoln Street, Lander, Wyoming 82520 starting at 6:00 p.m. unless otherwise posted.
3. Within 30 days of the public hearing and vote of the Board of Adjustments you will receive a letter of determination signed by the City Attorney. If granted, you will have to abide by any and all conditions set forth in the conditional use permit. The permit will be in effect as long as you own the property and CANNOT be transferred to future property owners.

Conditional Use Case number: CU 25.08

Your meeting will be held: _____

Return forms by: _____



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X Attached is a plot plan or drawing of all buildings and outside areas used for the conditional use.

X Attached is additional information for Child Care, Group Home, or Home Business, as required

Signature of applicant Adam Thorpe Date 5/30/2025

Signature of owner _____ Date _____

RIVERBEND MOBILE HOME COMMUNITY RULES AND REGULATIONS

The following rules and regulations apply to all residents of the Riverbend Mobile Home Community. All residents will receive a copy of these rules and regulations. A tenant's residency in the community is expressly subject to these rules and regulations, as may be modified by management from time to time. Any questions should be directed to the Riverbend Mobile Home Community's management.

I. TENANT PORTAL. Riverbend Mobile Home Community has a tenant portal where essential information related to the community is posted, tenants can pay monthly rent electronically, and tenants can communicate with management. The tenant portal may be found at <https://riverbendmhc.managebuilding.com/Resident/> and an invite to activate a tenant profile will be sent when a lease commences.

We encourage all tenants to activate their profile on the tenant portal and confirm their contact information. Additionally, tenants should outline communication preferences and authorize communication with management via text message. Any questions related to the tenant portal should be directed to management.

II. RENT PAYMENTS. Management expects rent to be paid on time. For tenant's convenience, the tenant portal provides many ways to pay monthly rent, including by electronic check and credit card. Management is always happy to help tenants set up electronic payments through the tenant portal. Please ask if you need help.

In all cases, lot rent must be paid in advance by the 1st of each month. Unless otherwise stated in the tenant's lot lease agreement, if tenant's monthly rent payment is not received by the 10th of the month, late fees of \$5 per day will be charged for each day until the monthly rent is paid. Late fees compound for each unpaid month. By way of example, if a tenant fails to pay September rent, late fees of \$5 per day will be applied. If the tenant misses October rent (and September rent remains unpaid), late fees of \$5 per day will then be applied for October's unpaid rent. In that case, with September and October rent unpaid, late fees will be \$10 per day.

Rent payment terms and deadlines for park owned mobile home units will be detailed in the lease agreement for such unit. Unless otherwise stated in the lease agreement, rent is due before the 5th of the month. A \$75 late fee is applied on the 7th day of the month. Late fees compound for unpaid months.

In the event of nonpayment or any other term of a lot lease or unit lease must be enforced by management, tenants shall be responsible for all costs of collection, including court costs and reasonable attorney's fees.

III. HOME CONDITION AND MAINTENANCE. Proper care and maintenance of units is important to ensuring the community is enjoyed by all tenants and guests. As such, Tenants are responsible for ensuring their individual lots and units are kept clean and appropriately maintained. Windows must be cleaned, lots kept free of garbage and exterior paint must be appropriately maintained. If a tenant fails to maintain their lot or unit after receiving reasonable notice from management, management reserves the right to have the work performed and charge tenant, as additional rent, the actual cost of the work plus a \$50 service fee. Any such maintenance charge shall be due on the next date monthly rent is due.

IV. INSPECTIONS. Management reserves the right to access any rented spaces (exterior) to inspect and maintain the rented spaces, all utility connections, and common areas. The interior of any mobile homes owned by the park may be inspected during normal business hours on reasonable notice to the tenant occupying the unit.

V. LOSS OR DAMAGE. Management and ownership assume no responsibility for any loss or damage to any vehicles, personal property or mobile homes parked on the premises, whether owned by park tenants or the guests of park tenants. Tenants are responsible for all loss and damage that may occur to their vehicles, personal property or mobile homes at the premises, or to the vehicles and personal property of their guests.

VI. CHILDREN. Riverbend Mobile Home Community is a family friendly property. Parents and guardians are responsible for their children and guests and must ensure they are always appropriately supervised. Parents and guardians are responsible for any damage caused by their children and guests, including any damage to the park, to mobile homes and/or to any personal property of any other tenant or guest.

VII. NOISE & DISTURBANCES. Excessive noise and disturbances are not allowed in the park at any time. The park maintains quiet hours from 8:00 PM to 7:00 AM. Tenants should report any concerns related to noise and disturbances to management through the tenant portal.

VIII. BUSINESS ACTIVITIES. Riverbend Mobile Home Community is a residential area. No peddling, soliciting, commercial enterprise or business activities of any kind are allowed in the park without the prior written approval of park management. No for sale or for rent signs shall be displayed without the prior written approval of park management.

IX. SUBLEASING. Tenants **may not** sublease all or any portion of their unit or lot without the prior written approval of management, which approval may be withheld, conditioned, or delayed at management's sole and absolute discretion. Management's consent to any proposed sublease must be in writing. **Absent management's written consent, subleases are prohibited.**

Any tenant requesting to sublease their unit or lot will be required to sign an amendment to their underlying lease setting forth any additional terms or conditions required by management to facilitate the proposed sublease. If consent is granted by management, the tenant will remain primarily responsible for the lease, including the payment of monthly lot rent. In addition, the subleasing tenant will be responsible for all actions and liabilities of the sublessee, including but not limited to any damage

to the property, nonpayment of rent, and eviction procedures. In the event of an eviction, the tenant shall be responsible for all court filing fees, legal representation, management's costs and expenses, and any other fees associated with removing the sublessee. The express written consent from management for one sublet agreement shall not authorize consent for any subsequent sublet agreements, and in such case, the tenant must seek consent from management for the subsequent sublet agreement. Additionally, if any sublease is approved, the rent under the lease shall be adjusted to market rent (as determined by management).

In consideration of our great tenants, management takes great care to ensure all prospective tenants in the park meet certain established criteria. As part of management's assessment of a prospective subtenant, criminal background checks, credit reports and rental history will be reviewed by management. For this reason, any proposed subtenant will be required to complete an application through the tenant portal (including paying an application fee), undergo routine background checks, enter into an occupancy agreement with management, and sign a copy of these rules. Understandably, management reserves the right to reject any proposed subtenant based on the results of the routine background, credit and occupancy checks and other application procedures.

X. STORAGE. No awnings, carports, or exterior storage units may be placed on a unit without the prior written approval of park management. In the event any exterior storage units are placed on a unit, the storage unit must be locked and appropriately maintained.

XI. PARKING. All motor vehicles must be parked in driveways, parking pads and/or designated parking areas. Parking on roadways is not permitted. Large trucks (i.e., trucks more than 1 ton), RVs, trailers, motorcycles and UTVs are only allowed with the prior written approval of park management. Tenants may not park or store unregistered vehicles, inoperable vehicles, parts for vehicles, machinery, or any equipment on property. Repairing vehicles on park property is expressly prohibited.

XII. LANDSCAPING & MAINTENANCE. Each tenant may arrange and maintain the flowers and shrubs and at their individual unit in an attractive way. Lawns must be watered, mowed, and appropriately maintained. No sprinklers or running hoses shall be left unattended. Trees, shrubs, masonry, and concrete may not be installed without prior approval of park management. No landscaping may be removed or relocated without the prior written approval of park management. If a tenant fails to maintain their lawn or landscaping, management reserves the right to have the landscaping cleaned/maintained and charge tenant, as additional rent, the actual cost of the work plus a \$50 service fee. Any such landscaping maintenance charge shall be due on the next date monthly rent is due.

XIII. GARBAGE & DUMPSTERS. The park provides dumpsters for park tenants to use for the disposal of regular household garbage. The dumpsters are not to be used by anyone who is not a park tenant. The dumpsters are also not intended for large garbage items such as TVs, furniture, appliances, construction materials/waste, other non-household garbage or toxic waste such as paint, cleaners, etc. Should a tenant discard any large garbage items into the dumpsters, including TVs, appliances, furniture, construction materials/waste, non-household items or toxic waste, tenants shall be charged a fee of \$50 plus the actual cost incurred by the park to properly discard the items.

XIV. STORAGE OF TOXIC MATERIALS. Tenants are not permitted to store toxic, flammable, or dangerous materials on the property, including in storage sheds and in or under mobile home units. Each tenant is responsible for any spills, accidents, fires, disturbances, or other issues caused by materials stored in violation of this rule.

XV. PEST & LIVESTOCK. Pets are only allowed as provided in a tenant's lease. All pets must be disclosed and preapproved. Unless preapproved by management in writing, tenants may not have more than two pets (inclusive of dogs and cats). Additionally, unless preapproved by management, dogs more than 25 pounds are prohibited and may not be kept at the park. Approved pets must be kept on leashes when outside. Owners must clean up after pets. If we are forced to clean up after a resident's pet, a \$50 fee for each instance will be applied. Unruly and noisy pets will not be allowed to remain on the property. Livestock of any kind are expressly prohibited and may not be kept at the park.

XVI. FENCES & DOG RUNS. Tenants may not install fences or dog runs without the prior written approval of park management. Management may allow a dog run to be installed (with prior written approval of park management); provided however, the dog run must be installed by a vendor approved by park management and all costs of the installation covered by the tenant.

XVII. MOVING. Tenants must notify park management at least sixty (60) days before moving their mobile home from the park. Management will charge tenants for all reasonable fees and expenses incurred by the park in connection with the tenant's move, including all expenses related to disconnecting utilities and any damage to common areas or services.

XVIII. SEWERS & CLOGS. Tenants must notify management immediately in the event of a sewer line clogs, becomes partially obstructed or if it is disconnected. No wastewater may be discharged onto the ground or into park drains. Tenants should not dispose of grease, leaves, sanitary napkins, garbage, or other household garbage or debris into the toilets or drains. The cost of remediating any clogs resulting from a violation of this rule plus a service fee of \$250 will be charged back to the offending tenant.

XIX. UTILITY CONNECTIONS. Management strongly recommends tenants apply and use heat tape during cold weather months to prevent freezing. Heat tape should be tested annually prior to winter. Regarding tenant-owned units (i.e., a mobile home owned by a tenant and placed in the community per a lot lease), management and ownership are not responsible for any frozen pipes, drains or other utility connections. Management's responsibilities for the condition and maintenance of utility connections for mobile homes owned by the park will be set forth in the unit lease.

XX. SIGNS & SAFETY. Tenants must obey all posted speed limits, parking signs and other safety signs and notices. Tenants understand the speed limit within the park is 15 miles per hour. At managers discretion, persistent violations, unsafe behavior, or driving may result in eviction.

XXI. ILLEGAL & OTHER UNDERSIABLE CONDUCT. As a family friendly residential community, we are keenly focused on maintaining a positive environment for all tenants. Accordingly, illegal activity, violations of privacy, public intoxication, and/or disturbing the peace may result in eviction.

XXII. REPORTING EMERGENCIES. Tenants should immediately call 911 to report any medical emergencies, fires, suspected illegal activity or other conditions or events that pose imminent harm to life or property. Once the authorities have been notified the tenant should notify management of the event. Understandably, management will do its best to assist, but the authorities are the first point of contact and ultimately responsible for addressing the issues.

XXIII. COMPLAINTS. Management will attempt to deal with all complaints in a timely manner. Complaints should be submitted to management in writing, ideally through the tenant portal. Management is solely responsible for determining whether park rules are being observed and for determining the appropriate corrective action.

XXIV. QUESTIONS & RULE CHANGES. Management is focused on ensuring Riverbend Mobile Home Community is a family friendly community and all tenants and guests can safely enjoy the property. These rules are designed to facilitate this positive and safe environment. Tenants should contact Management with any questions or concerns about these rules. Management reserves the right from time to time to change, amend, or supplement these rules. Tenants shall be given 30 days' notice if there is a change, amendment, supplement, or new rules implemented by management.

I have read the above rules and regulations for the Riverbend Mobile Home Community. I understand the rules and regulations, and I agree to abide by them.

