



Regular Council Meeting

Tuesday, November 3, 2020 at 7:00 pm

- 1) Call to order.
 - 2) Pledge of Allegiance.
 - 3) Invocation.
 - 4) Roll call: Ward I: Kyle Larson, Cory Rota
Ward II: Karla Borders, Rebecca Schatza
Ward III: Mike Bailey, Tim Hancock
 - 5) Declaration of quorum.
 - 6) Approval of the Agenda.
 - 7) Communication from the Floor – Citizen’s Comments.
 - 8) Consent Agenda:
 - Approval of the Minutes – October 20, 2020 Regular Council Meeting.
 - Approval of the Minutes – November 3, 2020 Finance Committee Meeting.
 - Approval of the Finance Committee Recommendations – November 3, 2020.
 - 9) Public Hearing & Consideration of Fireworks Permit Application: Holiday Festival.
 - 10) Consideration of Ordinance No. 20-007, 3rd & Final Reading: Visionary Communications, Inc. Franchise Agreement.
 - 11) Consideration of Ordinance No. 20-009, 3rd & Final Reading: Contact Communications, Inc. Franchise Agreement.
 - 12) Consideration of Ordinance No. 20-008, 3rd & Final Reading: RMC 10.04 Right of Way Closures.
 - 13) EDGE Committee Appointments.
 - 14) Concurrence of Fremont County Commissioners Support of Pari-Mutuel Wagering.
 - 15) Quarterly Fiscal Health Report.
- Reports and Comments:
- 16) Council Committee Reports and Council Members’ Roundtable.
 - 17) City Administrator’s Report.
 - 18) Mayor’s Comments.
 - 19) Executive Session – If needed.
 - 20) Adjourn.

“Excellence in Service to the Rendezvous City”

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held October 20, 2020
7:00 PM

The regular meeting of the Riverton City Council was held on the above date and time, duly convened by Mayor Richard P. Gard at 7:00 p.m. City Council Members present were Karla Borders, Tim Hancock, Rebecca Schatza, Kyle Larson and Cory Rota. Council Member Schatza led the pledge of allegiance and Council Member Larson conducted the invocation.

Roll call was conducted. Council Member Larson moved, seconded by Council Member Schatza to excuse Council Member Mike Bailey from tonight's meeting. Motion passed unanimously. Mayor Gard declared a quorum of the Council.

City Staff present: City Administrator Tony Tolstedt, City Clerk/Human Resource Director Kristin Watson, Public Works Director Kyle Butterfield, Chief of Police Eric Murphy, Finance Director Mia Harris, Community Development Director Eric P. Carr, and Administrative Assistant/Deputy City Clerk Megan Sims.

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

Communication from the Floor/Response to Citizen's Comments – Lance Goede approached the Council as the Chairman of the Solutions Committee. Mr. Goede offered a brief update of the status of the committee and requested the Council consider the viability of the committee.

Consent Agenda – City Clerk/Human Resource Director Kristin Watson read the consent agenda items by title only: Approval of the Minutes – October 6, 2020 Regular Council Meeting; Approval of the Minutes – October 20, 2020 Finance Committee Meeting; Approval of the Finance Committee Recommendations – October 20, 2020 claims to be paid in the amount of \$257,922.66, manual check in the amount of \$69.27, payroll & liabilities in the amount of \$203,754.82 for a total of \$461,746.75; and Re-plat: City Subdivision, Lots 1 & 2A Re-plat, Petitioner: Caprine Investments. Council Member Schatza moved, seconded by Council Member Larson to approve the consent agenda as presented. Motion passed unanimously.

Retirement Recognition: Harold 'Doug' Hobbie – Public Works Director Kyle Butterfield recognized Doug Hobbie for his recent retirement from the City. Mr. Hobbie was a diligent and loyal employee of the Collection & Distribution Department. The Mayor and Council congratulated Mr. Hobbie on his retirement.

Bid Award: Tub Grinder – Public Works Director Kyle Butterfield reported of one bid received for the replacement purchase of the tub grinder at the yard waste facility. The bid was received from Titan Machinery in the amount of \$567,280.51. Council Member Schatza moved, seconded by Council Member Borders to award the purchase of a 2020 Duratech 6010 Industrial Tub Grinder to Titan Machinery in the amount of \$567,280.51. Motion passed unanimously.

Consideration of Ordinance No. 20-007, 2nd Reading: Visionary Communications, Inc Franchise Agreement – City Clerk/Human Resource Director Kristin Watson read Ordinance No. 20-007 by title only. Council Member Borders moved, seconded by Council Member Schatza to adopt Ordinance No. 20-007 on second reading. Motion passed unanimously.

Consideration of Ordinance No. 20-009, 2nd Reading: Contact Communications, Inc Franchise Agreement – City Clerk/Human Resource Director Kristin Watson read Ordinance No. 20-009 by title only. Council Member Schatza moved, seconded by Council Member Rota to adopt Ordinance No. 20-009 on second reading. Motion passed unanimously.

Consideration of Ordinance No. 20-008, 2nd Reading: RMC 10.04 Right of Way Closures –City Clerk/Human Resource Director Kristin Watson read Ordinance No. 20-008 by title only. Council Member Hancock moved, seconded by Council Member Schatza to adopt Ordinance No. 20-008 on second reading. Motion passed unanimously.

2020 Construction Report – Public Works Director Kyle Butterfield presented to the Council on the 2020 construction projects that were completed. Mr. Butterfield briefly discussed each one percent projects which includes: South Summit Drive, Gannett Drive, East Sunset & Maple Lane, and Hill Street. Further reviewed were the project costs verses estimates. Mr. Butterfield also updated on the status of Riverton Water Supply Project and the estimated completion date. Mr. Butterfield thanked City staff–Brendan Thoman, Monty Nordwick, Bob Sprague, and Mia Harris on their diligent work throughout the construction season as well as expressing gratitude for the Council and the FORCC Committee. No action was taken.

Council Committee Reports & Council Members’ Roundtable – Council Member Schatza reported on the upcoming Community Engagement Committee meeting this Thursday and commented on the Chamber of Commerce’s Halloween event; Council Member Larson reported on the Fremont County Solid Waste Disposal District meeting he attended and the Solutions Committee meeting; and Council Member Rota reported on his participation at the Aspen School Career on Wheels day, reported on Eagle’s Hope in need of appliances, and commented on the Boys and Girls Club meeting he attended.

City Administrator’s Report – City Administrator Tony Tolstedt commented on the Rendezvous Balloon Rally winning the best of the best award; informed the Council on the potential pari-mutuel betting request received; reported on a consolidated community calendar; informed of an offer received for property near the Airport; and commented on the lane closure for the Christmas festival.

Mayor’s Comments – Mayor Richard P. Gard expressed his appreciation of the Solutions Committee and their diligent work. Council Member Hancock moved, Council Member Borders seconded to suspend the Solutions Committee until further notice. Motion passed unanimously. Mayor Gard also reported on the lack of ability to use Fremont County jail at this time.

Mayor Gard reported on the FCSDD meeting he attended; commented on property sales; reported on the Tree Board meeting where he was able to read the Arbor Day Proclamation; expressed his gratitude on receiving 21 letters of interest for the EDGE Committee; met with the Chamber of Commerce; reported on the Riverton Hospital District meeting he attended; and commented on the Riverton Municipal Court proceedings.

Adjourn – There being no further business to come before the Council, Mayor Gard adjourned the Regular Council meeting at 8:24 p.m. There was no objection from the Council.

CITY OF RIVERTON, WYOMING

Richard P. Gard
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

Publication Date:

City of Riverton, Wyoming



FIREWORKS PERMIT APPLICATION

A non-refundable processing fee of \$25.00 is due at the time of filing.

Name of Applicant: **R Recreation, Mary Axthelm**

Address: **2660 Peck Avenue, Riverton, WY 82501**

Telephone Number: **307-840-2726**

Event for the purpose of fireworks display: **Christmas Holiday Fireworks**

Location of the Event: **Tonkin Stadium, southeast corner of football stadium**

Start/Finish time of the event: **December 18, 2020; 5:30-6:30pm**

Person in charge of fireworks display or pyrotechnic operations: **Flying Phoenix Fireworks**

Conditions of Permit

- Fireworks displays must follow guidelines established per Chapter 56, Sections 5608.1 – 5608.10 and Chapter 4 Section 403, International Fire Code (IFC) current edition as specified by RMC and NFPA 1123 or NFPA 1126.
- Letter of recommendation from the Fire Chief of the Riverton Volunteer Fire Department must accompany permit application
- Required attendance at public hearing, upon notification
- Attach site plan per IFC 2012, Section 5608.2.1.
- Required advertising in local newspaper or media to inform the public of the event(s).
- List type(s) and Class of fireworks to be displayed (IFC 5608.3).

Signature of Applicant: *Mary Axthelm*
 Date: 10.13.2020

 Approved/Denied by Council action on _____, 20____.

CITY OF RIVERTON, WYOMING

City Clerk

Date application filed	10/23/2020	Fee Paid	10/23/2020
Public Hearing date	11/3/2020	Date advertised	11/1/2020
Notification to Owner		Copy to City Staff	

Revised 8/15

Google Maps



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Riverton Volunteer Fire Department

Assistant Chief - Brian Hutchins
Treasurer - Jesse Cassity
RRT Administrator - Matt Lee

Secretary - Jake Blumenshine
Captain - Mike Hutchison
Captain - Scott Walters



Fire Chief - Henri DeClercq

October 10th, 2020

To Whom it May Concern:

On behalf of the Riverton Volunteer Fire Department I am endorsing the use of fireworks for a display to be held December 18th 2020 in conjunction with the Riverton Holiday Festival.

In speaking with the representative from R Recreation I have approved the launch site; which is tentatively planned to be in the South West corner of Tonkin Stadium. We will provide at least one piece of apparatus for standby that night.

The final decision to launch or cancel will be made mutually between the ranking fire officer on scene and a licensed pyrotechnician in the case of unfavorable conditions (for example wind or drought.)

If you have any questions please feel free to contact me directly at (307) 760-9467 or by email hdeclercqii@gmail.com

Thank you,

Henri DeClercq
Fire Chief

Protecting Lives and Property

CITY COUNCIL ACTION MEMO

TO: His Honor the Mayor and Members of the City Council
FROM: Anthony Tolstedt, City Administrator
DATE: October 30, 2020
SUBJECT: Ordinance Nos. 20-007 and 20-009

Recommendation: That Council approve Ordinance Nos. 20-007 and 20-009 on *third & final* readings as presented.

Background: Franchise agreements represent an agreement between a municipality and a utility or business for the purposes of allowing the entity to operate within the rights of ways (ROW) within the City limits. In exchange for the ability to operate within said ROW, the utility or business seeking the agreement agrees to pay franchise fees associated with service provision taking place within the City limits. The franchise agreement rate is associated with the agreement is imposed on those items listed in Addendum A of the provided agreements.

The City recently employed a telecommunications attorney to refresh our existing franchise documents for consistency and compliance with both state and federal laws. Modifications to the agreements were consistent among the agreements and the two agreements are proposed for Council consideration simultaneously in an effort to not only move the items forward but to also establish a consistent standard/form for future agreements.

Discussion: Staff has coordinated with the two proposed companies in an effort to move the items forward. At this time, both company representatives have agreed to the proposed language or consideration. The main notable departure from previous agreements is the term, which is denoted as five years that continues thereafter until a six (6) month notice of intent to terminate/renege is provided by either party. This was done to allow review, consideration, and appropriate modifications on a more regular basis. The same or similar term will likely be recommended on other future franchise agreements for the sake of consistency and equity.

Alternatives: Council may propose changes to the agreements, as they deem appropriate. However, as the agreements are identical, it is recommended that any change applied to one agreement be afforded or imposed on the other in an effort to promote equity within our ongoing franchise agreements.

Budget Impact: Each of the proposed agreements represent an initial payment to the City of Riverton of \$2,500.00. This is in addition to any monies collected via the proposed franchise rate.

Council Goals: Ultimate approval of the proposed Ordinances supports *Council Goal #5 Upgrade Technological Resources to Improve Service Delivery, Council Goal # 6: Promote Economic Development, and Council Goal #7: Maintain Fiscal Stability.*

PROPOSED ORDINANCE NO. 20-007

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO VISIONARY COMMUNICATIONS, INC. WITHIN THE RIGHTS-OF-WAY OF THE CITY OF RIVERTON, WYOMING.

WHEREAS, Visionary Communications, Inc. (d/b/a “Visionary Broadband”), hereinafter “Company”, a corporation created and existing under the laws of the State of Wyoming, desires to construct, erect, renew, repair, maintain and operate in, upon, along, across, under and over the streets, alleys, and all other public rights-of-way within the City of Riverton (“City”) a system for the provision of telecommunication services; and,

WHEREAS, the City desires to grant to Company a non-exclusive Franchise to construct, erect, renew, repair, maintain, upgrade and operate in, upon, along, across, under and over the streets, alleys, and all other public rights-of-way within the corporate limits of the City, a system for transmission of telecommunications services, and to provide for compensation to the City for management of its rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, STATE OF WYOMING:

Section 1. Non-exclusive Franchise.

That Company is hereby granted a non-exclusive Franchise (“Franchise”) to construct, erect, renew, repair, maintain, upgrade and operate a system for transmission of telecommunications services in, upon, along, across, under and over the streets, alleys, and all other public rights-of-way within the corporate limits of the City.

Section 2. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. All terms not otherwise defined herein are defined pursuant to 47 U.S.C. §153 (“Definitions”).

“City” means the City of Riverton.

“City Council” means the governing body of the City.

“Right-of-Way” means any highway, street, road, sidewalk, alley, or other public right-of-way or public utility easement under the jurisdiction and control of the City, which has been acquired, established, dedicated, or devoted to such purposes.

“Telecommunications System” or “System” means those Facilities necessary for Company to provide Telecommunications Service.

Section 3. Grant of Authority.

(a) This Ordinance grants permission and authority to Company, upon the terms and subject to the conditions of this non-exclusive Franchise, to construct, erect, renew, repair, maintain, upgrade and operate in, upon, along, across, under and over the streets, alleys and all other public rights-of-way of the City for a period of five (5) years from and after its acceptance by Company and thereafter until terminated by at least six (6) months prior written notice either by the City to the Company or by the Company to the City, a Telecommunications System, including but not limited to lines, poles, anchors, wires, cable, conduit, vaults, hand holds, laterals and other fixtures and equipment (the "Facilities"), and to use said System for the transmission of sound, signals, data, or other means of Telecommunications.

(b) Any rights, privileges, and authority granted to Company under this Franchise are subject to the rights of the police power of the City.

(c) Nothing in this Franchise excuses Company of its obligation to obtain use and development authorization and permits from the City before entering, occupying, or using rights-of-way to construct, install, operate, maintain, repair, or remove such Facilities.

(d) Nothing in this Franchise excuses Company of its obligation to comply with applicable codes, rules, regulations, and standards, subject to verification by the City of such compliance.

(e) Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Company of any obligation to pay lawfully imposed charges or fees.

(f) Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of Facilities or to modify rights-of-way to accommodate Company's Facilities.

(g) Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third-party user of Company's Facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

Section 4. Location of Facilities.

(a) In the event the location of Company's Facilities and the Telecommunications System, and the construction thereof, or any change or extension (or the removal thereof), shall necessitate the disturbance of any street, alley, or other public right-of-way, then such shall be subject to the approval of the City.

(b) The Company shall place on file with the City plans showing the location and character of each pole and each conduit to be erected or laid, and the number of ducts in each conduit and the location of manholes, handholds, vaults, or other openings to gain access to said conduit; and no portion of the Telecommunications System or associated Facilities shall be erected, constructed, or laid upon, under or over any street, alley, or other public right-of-way,

until a permit therefore has issued, subject to the approval of the City, which shall indicate the time, manner and place of laying, constructing or erecting the said Telecommunications System.

(c) In any instance (except as hereinafter expressly otherwise provided) where the City requires construction in the public right-of-way for purposes of repair, widening, repaving, regrading or any other relevant purpose where Company's Telecommunications System and associated Facilities are installed, the Company shall, as soon as commercially reasonable, upon written notice from the City, remove or relocate its Facilities to conform with the City's written notice. Any portion of public right-of-way disturbed by Company's removal or relocation of its Telecommunications System and associated Facilities, shall be restored by Company to the condition existing prior to Company's construction. Company shall, upon receipt of written notice from the City, for a period of twelve (12) months following Company's removal, relocation, and restoration of public rights-of-way subject to this sub-section, repair any damaged, uneven, or settled sections of right-of-way caused by Company's removal or relocation of its Facilities.

(d) In any instance where the City requests Company to move Company's Telecommunications System and associated Facilities due to a request of a third party, Company shall request such third party reimburse Company for its full cost of such relocation and Company shall not be required to relocate its Telecommunications System and associated Facilities until Company receives an executed reimbursement agreement from such third party. City shall not be required to compel such agreement.

(e) Company may place its Facilities underground or above ground subject to the approval of the City, and provided that Company must place its Facilities in a manner that is non-discriminatory to other Telecommunications Service providers. Subject to the terms and conditions of this Franchise and the City Code, Company may place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead Facilities, if approved by the owner of the utility poles and if approved by the City.

(f) Company's Facilities shall not interfere with the use of rights-of-way or City property by the City, the general public, or other persons authorized to enter, occupy, or use rights-of-way or City property. Whenever new Facilities will exhaust the capacity of a right-of-way to reasonably accommodate future users or Facilities, the Company shall provide nondiscriminatory access to its conduit to future users and Facilities subject to the approval of the Company and third-party users. However, Company shall not permit installations by others in its conduit in the City without written approval of the City, which approval shall not be in lieu of a franchise or other requirements of the City and shall not abrogate Company's responsibility for compliance with this Franchise by third party users of the Telecommunications System.

(g) Upon receipt of reasonable notice by the City, Company shall relocate its Facilities at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

Section 5. Poles, Conduit, Structures, and Property Owned by Others.

Company shall obtain written approval from the owners of utility poles, conduit, structures, and property not owned by Company, prior to attaching to or otherwise using such poles, conduit, structures or property, and shall provide proof of such approval to the City. The installation of Facilities by Company on the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use rights-of-way. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the rights-of-way either expires, terminates, or is cancelled, the authority of Company to construct, install, operate, maintain, and repair Company's Facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs of removal of Facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use rights-of-way for any reason whatsoever. However, the City shall seek alternative placement of said Facilities, while working with the Company, so that the Company can maintain its service to the citizens.

Section 6. Construction and Installation Requirements.

(a) The technical performance of the Facilities must meet or exceed all applicable industry standards.

(b) All Facilities shall be installed in accordance with the best engineering, quality, and construction practices and standards of the telecommunications industry.

(c) All Facilities shall be constructed and installed in such manner and at such points so as not to inconvenience the City or public use of the rights-of-way or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City.

(d) Company's installations and operations shall conform to all federal, state, local, and industry codes, rules, regulations, standards and laws. Company must cease work immediately, if the City reasonably determines that Company is not in compliance with such codes, rules, regulations, standards or laws and may not begin or resume work until the City determines that Company is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.

(e) Company shall have the sole responsibility for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair or expand the System, and to construct, maintain and repair any part thereof, including right-of-way use permits.

(f) Any tree trimming shall be in accordance with all of the provisions of the City Code.

(g) Neither approval of plans by the City nor any action or inaction by the City shall relieve Company of any duty, obligation, or responsibility for the design, construction, and installation of its Facilities. Company is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, subcontractors or agents.

(h) Except as to emergency repairs, Company shall, prior to excavating within any street, alley or other public place and installing any conduit, overhead cable or equipment therein, file with the City plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the times of beginning and completion and shall secure a permit from the City before proceeding with any such work. The Company shall conform to all requirements of the City Code and regulations adopted pursuant thereto, as such requirements and regulations currently exist or may be amended. Upon completion of the work, Company shall provide the City with as-built maps compatible with City software showing the final location of the Facilities.

(i) All construction and maintenance work as provided herein shall be performed in conformity with the plans and specifications filed with the City and with the permit or permits issued.

(j) In the event of an emergency requiring immediate action by Company for the protection of the Facilities, City property, or other persons or property, Company may proceed without first obtaining the normally required permits. In such event Company must: (1) take all necessary and prudent steps to protect, support, and keep safe from harm the Facilities or any part thereof, City property, or other persons or property and to protect the public health, safety, and welfare; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the permit.

(k) Whenever necessary, after construction or maintenance of any of Company's Facilities within the right-of-way, the Company shall, without delay and at Company's sole expense, remove all debris and restore the surface disturbed by Company as nearly as possible to as good or better condition as it was in before the work began. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and specifications.

(l) Company shall provide the City with GIS level maps showing the size and location of the Facilities within the City in a format acceptable to the City, subject to the City's agreement to maintain the confidentiality of such information to the extent allowed by law. The City agrees that it will comply with applicable state law regarding public disclosure of Company's maps and information and will withhold such disclosure from any third party to the extent allowed by law. Any map or information furnished to the City pursuant to this Franchise shall remain the Company's proprietary information for all purposes to the extent allowed by law. Company shall provide locates to mark its Facilities at no cost to the City.

(m) Company shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the City, including safety of all persons and property during the performance of any work.

(n) Company shall restore the right-of-way to pre-construction condition. Company agrees to pay all costs and expenditures required on rights-of-way as a result of settling, subsidence, or any other need for repairs or maintenance resulting from excavations made by Company. Favorable weather conditions permitting, Company agrees to commence repairing the rights-of-way as a result of settling, subsidence, or other needed repairs or maintenance resulting

from excavations made by the Company within five (5) business days of its receipt of notice. If Company fails to undertake such repairs as herein provided, the City may perform the repairs at Company's expense.

Section 7. Coordination of Construction and Installation Activities and Other Work.

(a) Company shall coordinate its construction and installation activities and other work with the City and other users of the rights-of-way as determined by the City.

(b) Company shall conduct its construction and installation activities at all times so as to avoid conflicts with the facilities of other users, occupants, utilities, franchisees, or permittees of the rights-of-way.

Section 8. Safety and Maintenance Requirements.

(a) All work authorized and required under this Franchise shall be performed in a safe, thorough, and workmanlike manner.

(b) Company, in accordance with applicable federal, state, and local safety requirements, shall at all times employ necessary care and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to occur. All Facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If the City finds that Company is responsible for a violation of a safety code or other applicable regulation, upon Company's receipt of written notice, the City may, after discussion with Company, establish in writing a commercially reasonable time for Company to make necessary repairs. If the repairs are not made within the established written time frame, the City may make the repairs itself at the cost of the Company or have them made at the cost of Company.

(c) If Company fails to timely commence, pursue, or complete any work as required by law, permit, or this Franchise, the City may at its discretion cause the work to be done. Company shall pay to the City the reasonable and documented actual costs of the work in an itemized invoice provided by the City to Company within 30 days after receipt of such invoice.

(d) The City reserves the right to install, and permit to be installed, sewer, electric, phone, gas, water and other pipelines, cables, conduits and related appurtenances and to do, or permit to be done, any underground or overhead work in, across, along, over or under a right-of-way or other public place occupied by Company. The City also reserves the right to construct new streets and public utilities and to alter the design of existing streets and public utilities. In performing such work, the City shall not be liable to Company for any damage except to the extent of the City's negligence, but nothing herein shall relieve any other person or entity from the responsibility for damages to Company's Facilities. The City will use its best efforts to provide Company with reasonable advance notice of plans by other persons to open the rights-of-way.

(e) On notice from the City that any work is being performed contrary to the provisions herein, or in an unsafe or dangerous manner, or in violation of the terms of any

applicable permit, laws, regulations, ordinances or standards, the City may issue a stop work order and Company shall stop the work immediately. The City shall issue a stop work order in writing, unless given verbally in the case of an emergency, and provide the order to the individual doing the work or post it on the work site. A copy of the order shall be sent to Company, and the order shall indicate the nature of the alleged violation or unsafe condition and the conditions under which Company may resume work.

Section 9. Removal of Unauthorized Facilities.

Within thirty (30) days following written notice from the City, Company shall, at its expense, remove unauthorized Facilities and restore the rights-of-way and other property to as good a condition as existed prior to construction or installation of its Facilities. Any plan for removal of said Facilities must be approved by the City prior to such work.

Section 10. Abandonment of Facilities.

The City may in its sole discretion allow Company to abandon its Facilities in place, provided that no Facilities may be abandoned in place without the express written consent of the City. Upon abandonment in place of Facilities, the Facilities shall become property of the City, and Company shall submit to the City an instrument in writing, to be approved by the City, transferring to the City the ownership of such Facilities. The failure of Company to submit an instrument shall not prevent, delay, or impair transfer of ownership to the City.

Section 11. Restoration of Rights-of-Way and Other Property.

(a) When Company, or any person acting on its behalf, does any work in or affecting any right-of-way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Company's cost, such right-of-way and property to as good a condition as existed before the work was undertaken.

(b) If weather or other conditions do not permit the complete restoration required by this section, the Company shall temporarily restore the affected rights-of-way or property. Such temporary restoration shall be at the Company's cost, and Company shall promptly undertake and complete the required permanent restoration, when the weather or other conditions no longer prevent such permanent restoration.

(c) All restoration work is subject to inspection and final approval by the City. The affected rights-of-way and property shall be restored to a comparable condition by the Company. If restoration is not made to the satisfaction of the City within the established timeframe, the City may make the restoration itself at the cost of Company or have it made at the cost of Company.

Section 12. Compensation.

(a) Federal law confirms the authority of a State or local government to manage the public rights-of-way and to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by such

government (see 47 U.S.C. §253(c)). Therefore, as consideration for costs incurred by the City for managing the public rights-of-way occasioned by Company's use and occupancy of public rights-of-way for the provision of Telecommunications Services, Company shall pay to the City the sum of two thousand five hundred dollars (\$2,500) upon Company's acceptance of this Franchise, and five percent (5%) of its local exchange access service's annual Gross Revenues (as defined in Appendix A hereto) commencing on the effective date of this Franchise (or a higher percentage of annual gross revenues if agreed to in writing between the City and telecommunications provider after the effective date of this Franchise) derived from the operation of its Telecommunications System and Facilities in the City. Company's initial payment shall be due within thirty (30) days after final approval of this Franchise by the City Council. Subsequent payments shall be due within thirty (30) days after the anniversary date of final approval and acceptance hereof. Company and the City mutually acknowledge the foregoing sums to be fair and reasonable compensation for management of Company's use and occupancy of the public rights-of-way.

(b) If Company, with the consent of the City Council, should allow others to utilize its Facilities located within the City, Company shall pay to the City five percent (5%) of the revenue generated by allowing others use of the Facilities where said use is not for the purposes of service delivery within the City. Company also agrees that the use of Facilities by others to provide services within the City shall only be allowed when those others have executed a franchise agreement with the City.

Section 13. Compliance with Existing Law.

This Franchise is contingent for its existence and continuance upon Company's continued compliance with all relevant state and federal statutes and regulations, including rules and regulations promulgated by the Wyoming Public Service Commission.

Section 14. Indemnification.

(a) The Company shall, at its own expense, defend, indemnify, save and hold harmless the City from any and all claims, actions, causes of action, suits, liabilities, damages, judgments, settlements, costs and expenses of every kind, including attorneys' fees and expenses, which may arise or result by reason of or in consequence of the acts, omissions or negligence of the Company, its employees or agents.

(b) The Company hereby expressly waives and releases any and all claims which it now has or may hereafter acquire against the City arising from or growing out of any damages to the property of the Company resulting from any act or omission of the City, its agents and employees, occurring prior to, on and after the date of the passage and acceptance of this Franchise.

Section 15. Insurance.

(a) Company shall obtain and maintain, at its cost, worker's compensation insurance in accordance with State law requirements and the following liability insurance policies insuring Company and, including as additional insureds as their interest may appear under this

Franchise, the City, the City's elected officials, employees and agents, against claims for injuries to persons or damages to property, which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Company:

1. Commercial General Liability Insurance, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence for bodily injury (including death) and for damage to property.

2. Commercial Automobile Liability Insurance for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 for each accident for bodily injury and property damage.

3. Umbrella Insurance in the amount of \$1,000,000.

(b) The liability insurance policies required by this section shall be maintained by Company throughout the term of this Franchise, such other periods of time during which Company's Facilities occupy rights-of-way, and while Company is engaged in the removal of its Facilities. Company shall provide an insurance certificate, together with a blanket additional insured endorsement evidencing the City, and its elected officials, employees and agents as additional insureds as their interest may appear under this Franchise, to the City prior to the commencement of any construction or installation of any Facilities pursuant to this Franchise or other work in the right-of-way. Payment of deductibles and self-insured retentions shall be the sole responsibility of Company. Company's insurance shall be primary insurance with respect to the City, its elected officials, employees and agents. Any insurance maintained by the City shall be in excess of the Company's insurance and shall not contribute to it.

(c) Within thirty (30) days of the renewal of any insurance required hereunder, Company shall provide the City with a certificate of insurance evidencing renewal.

Section 16. Additional Ducts and Conduits.

Whenever Company is constructing, relocating, or placing conduits in the right-of-way and whenever the City has made a request for ducts or conduits in advance of such installation, Company shall construct and install ducts and conduits when and where requested by the City and related structures necessary to access the ducts and conduits, subject to the separate mutual written agreement of the parties to include charges paid by the City for Company's incremental costs. The conduits and ducts shall remain the property of the Company unless the City requests the installation of separate conduit to be paid for and owned by the City. Such Company ducts and conduits shall be readily accessible and available for use as delineated in that certain separate mutual written agreement of the parties.

Section 17. Records.

(a) The City will have access to, and the limited right to inspect only those documents and records of Company reasonably related to the City's management of its rights-of-way related to this Franchise and the payment of compensation by the Company to the City.

(b) If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then Company may request, in writing within ten (10) days of the City's request, that the City inspect them at Company's local office. If any documents or records of Company are not kept in a local office or are not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary to its management of the rights-of-way subject to this Franchise, then reasonable travel and related costs and expenses incurred in making such examination shall be paid by Company.

Section 18. Default.

In the event that the Company shall default in the observance or performance of any one or more of the agreements, duties or obligations imposed upon it by any of the provisions or conditions of this Franchise, and if any such default or defaults shall continue for a period of thirty (30) days (exclusive of all times during which the Company may be delayed or interfered with by unavoidable accidents, acts of God, labor strikes, or the orders or judgment of any commission or court entered in any suit or proceeding) after written notice thereof to the Company from the City is received by Company, stating the alleged default on the part of the Company, then and in each and every such case, the City, in addition to all other rights and remedies allowed by law, shall be entitled to terminate the grant made to the Company in and by this Ordinance and Franchise, and all rights and privileges of the Company under this Franchise shall thereupon be at an end.

Section 19. Notices.

Any notice required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

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

Company: Visionary Communications, Inc
1001 S. Douglas Hwy Ste 201
P.O. Box 2799
Gillette, WY 82717
Attn: ROW Manager

Section 20. Miscellaneous.

(a) Non-Waiver. The failure of either party to this Franchise to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the party and shall not prevent the party from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

(b) Governing Law. This Franchise will be governed by federal law, the laws of the State of Wyoming, and local law.

(c) Descriptive Headings. The headings of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.

(d) Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the substantially prevailing party will be entitled to recover all of its costs and attorneys' fees, as well as costs and attorneys' fees on appeal, in addition to such other relief as the court may deem proper.

(e) No Joint Venture. Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party, act toward third persons or the public in any manner that would indicate any such relationship with the other.

(f) Actions of the City or Company. In performing their respective obligations under this Franchise, the City and Company will act in a reasonable, expeditious, and timely manner.

(g) Time Is of the Essence. Whenever this Franchise sets forth a time for any act to be performed by Company, such time shall be deemed to be of the essence, and any failure of Company to perform within the allotted time may be considered a breach of this Franchise and sufficient grounds for the City to invoke any relevant remedy.

(h) Counterparts. This Franchise may be executed in one or more counterparts, all of which together shall constitute one original.

(i) Severability. If any section, sentence, clause or phrase of this Franchise is for any reason declared to be illegal, invalid, unconstitutional or void by a court of competent jurisdiction, all other provisions hereof shall be and remain in full force and effect.

(j) Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written negotiations between the parties.

(k) Modification. The parties may alter, amend or modify the terms and provisions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

(l) No Third Party Beneficiaries. This Franchise is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any third party.

Section 21. Effective Date.

This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Riverton.

Section 22. Prohibition on Assignment.

This Franchise and the rights and privileges granted hereunder cannot be assigned by the Company without the prior written consent of the City. That consent can be withheld, in the sole discretion of the City, for any reason. Any purported assignment in violation of this Franchise is void and ineffective.

Section 23. Retention of Governmental Immunity.

By entering into this Franchise the City does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this Franchise.

Section 24. Repeal.

All ordinances or parts of ordinances in conflict with this Franchise are hereby repealed to the extent of such conflict.

PASSED ON FIRST READING October 6, 2020

PASSED ON SECOND READING October 20, 2020

PASSED ON THIRD READING _____

PASSED, APPROVED and ADOPTED this ____ day of _____, 2020.

CITY OF RIVERTON, WYOMING:

Richard P. Gard, Mayor

Attest:

Kristin S. Watson
City Clerk/Human Resource Director

ACCEPTED AND APPROVED this ____ day of _____, 2020.

VISIONARY COMMUNICATIONS, INC. d/b/a VISIONARY BROADBAND

Title: _____

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 20-007 was passed, approved, and adopted by the Governing Body of the City of Riverton on the _____ day of _____, 2020. 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 _____.

Kristin S. Watson
City Clerk/Human Resource Director

APPENDIX A

LISTING OF SERVICE CATEGORIES INCLUDED IN "GROSS REVENUE" FOR CALCULATION OF FRANCHISE FEES

Business Local Access—including Flat Rate, Multiparty, and Extended Area Service

Business Measured Usage Local Access Service

Flat Usage Local Access Trunks

Low Income Telephone Assistance Program Local Access

Measured Rate Local Access Trunk Usage

Message Rate Local Access Trunk Usage

Public Access Line (PAL) Service

Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service

Residential Measured Usage

Session Initiated Protocol Trunking

Hosted Voice Services

THE FOLLOWING IS A NON-EXCLUSIVE LISTING OF CATEGORIES OF REVENUE NOT REPRESENTING THE RETAIL SALE OF LOCAL ACCESS SERVICES AND THEREFORE EXCLUDED FROM THE DEFINITION OF "GROSS REVENUES" AND, THEREFORE, ARE NOT INCLUDED IN THE CALCULATION OF ANY FEE DUE TO THE CITY:

Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks

Bad debt write-offs and customer credits

Revenue from directory advertising

Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program, including, but not limited to, support for the hearing impaired

Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments

Revenues from internet access

Revenues from digital or other electronic content, such as computer software, music and video downloads

Revenues from equipment sales, rentals, installation and maintenance

Revenues from any carrier purchased for resale

Revenues from private line services not for switched local access service

PROPOSED ORDINANCE NO. 20-009

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO CONTACT COMMUNICATIONS, INC. WITHIN THE RIGHTS-OF-WAY OF THE CITY OF RIVERTON, WYOMING.

WHEREAS, **Contact Communications**, hereinafter “Company”, a corporation created and existing under the laws of the State of Wyoming, desires to construct, erect, renew, repair, maintain and operate in, upon, along, across, under and over the streets, alleys, and all other public rights-of-way within the **City of Riverton** (“City”) a system for the provision of telecommunication services; and,

WHEREAS, the City desires to grant to Company a non-exclusive Franchise to construct, erect, renew, repair, maintain, upgrade and operate in, upon, along, across, under and over the streets, alleys, and all other public rights-of-way within the corporate limits of the City, a system for transmission of telecommunications services, and to provide for compensation to the City for management of its rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, STATE OF WYOMING:

Section 1. Non-exclusive Franchise.

That Company is hereby granted a non-exclusive Franchise (“Franchise”) to construct, erect, renew, repair, maintain, upgrade and operate a system for transmission of telecommunications services in, upon, along, across, under and over the streets, alleys, and all other public rights-of-way within the corporate limits of the City.

Section 2. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. All terms not otherwise defined herein are defined pursuant to 47 U.S.C. §153 (“Definitions”).

“City” means the City of Riverton.

“City Council” means the governing body of the City.

“Right-of-Way” means any highway, street, road, sidewalk, alley, or other public right-of-way or public utility easement under the jurisdiction and control of the City, which has been acquired, established, dedicated, or devoted to such purposes.

“Telecommunications System” or “System” means those Facilities necessary for Company to provide Telecommunications Service.

Section 3. Grant of Authority.

(a) This Ordinance grants permission and authority to Company, upon the terms and subject to the conditions of this non-exclusive Franchise, to construct, erect, renew, repair, maintain, upgrade and operate in, upon, along, across, under and over the streets, alleys and all other public rights-of-way of the City for a period of five (5) years from and after its acceptance by Company and thereafter until terminated by at least six (6) months prior written notice either by the City to the Company or by the Company to the City, a Telecommunications System, including but not limited to lines, poles, anchors, wires, cable, conduit, vaults, hand holds, laterals and other fixtures and equipment (the "Facilities"), and to use said System for the transmission of sound, signals, data, or other means of Telecommunications.

(b) Any rights, privileges, and authority granted to Company under this Franchise are subject to the rights of the police power of the City.

(c) Nothing in this Franchise excuses Company of its obligation to obtain use and development authorization and permits from the City before entering, occupying, or using rights-of-way to construct, install, operate, maintain, repair, or remove such Facilities.

(d) Nothing in this Franchise excuses Company of its obligation to comply with applicable codes, rules, regulations, and standards, subject to verification by the City of such compliance.

(e) Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Company of any obligation to pay lawfully imposed charges or fees.

(f) Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of Facilities or to modify rights-of-way to accommodate Company's Facilities.

(g) Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third-party user of Company's Facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

Section 4. Location of Facilities.

(a) In the event the location of Company's Facilities and the Telecommunications System, and the construction thereof, or any change or extension (or the removal thereof), shall necessitate the disturbance of any street, alley, or other public right-of-way, then such shall be subject to the approval of the City.

(b) The Company shall place on file with the City plans showing the location and character of each pole and each conduit to be erected or laid, and the number of ducts in each conduit and the location of manholes, handholes, vaults, or other openings to gain access to said conduit; and no portion of the Telecommunications System or associated Facilities shall be erected, constructed, or laid upon, under or over any street, alley, or other public right-of-way,

until a permit therefore has issued, subject to the approval of the City, which shall indicate the time, manner and place of laying, constructing or erecting the said Telecommunications System.

(c) In any instance (except as hereinafter expressly otherwise provided) where the City requires construction in the public right-of-way for purposes of repair, widening, repaving, regrading or any other relevant purpose where Company's Telecommunications System and associated Facilities are installed, the Company shall, as soon as commercially reasonable, upon written notice from the City, remove or relocate its Facilities to conform with the City's written notice. Any portion of public right-of-way disturbed by Company's removal or relocation of its Telecommunications System and associated Facilities, shall be restored by Company to the condition existing prior to Company's construction. Company shall, upon receipt of written notice from the City, for a period of twelve (12) months following Company's removal, relocation, and restoration of public rights-of-way subject to this sub-section, repair any damaged, uneven, or settled sections of right-of-way caused by Company's removal or relocation of its Facilities.

(d) In any instance where the City requests Company to move Company's Telecommunications System and associated Facilities due to a request of a third party, Company shall request such third party reimburse Company for its full cost of such relocation and Company shall not be required to relocate its Telecommunications System and associated Facilities until Company receives an executed reimbursement agreement from such third party. City shall not be required to compel such agreement.

(e) Company may place its Facilities underground or above ground subject to the approval of the City, and provided that Company must place its Facilities in a manner that is non-discriminatory to other Telecommunications Service providers. Subject to the terms and conditions of this Franchise and the City Code, Company may place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead Facilities, if approved by the owner of the utility poles and if approved by the City.

(f) Company's Facilities shall not interfere with the use of rights-of-way or City property by the City, the general public, or other persons authorized to enter, occupy, or use rights-of-way or City property. Whenever new Facilities will exhaust the capacity of a right-of-way to reasonably accommodate future users or Facilities, the Company shall provide nondiscriminatory access to its conduit to future users and Facilities subject to the approval of the Company and third-party users. However, Company shall not permit installations by others in its conduit in the City without written approval of the City, which approval shall not be in lieu of a franchise or other requirements of the City and shall not abrogate Company's responsibility for compliance with this Franchise by third party users of the Telecommunications System.

(g) Upon receipt of reasonable notice by the City, Company shall relocate its Facilities at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

Section 5. Poles, Conduit, Structures, and Property Owned by Others.

Company shall obtain written approval from the owners of utility poles, conduit, structures, and property not owned by Company, prior to attaching to or otherwise using such poles, conduit,

structures or property, and shall provide proof of such approval to the City. The installation of Facilities by Company on the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use rights-of-way. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the rights-of-way either expires, terminates, or is cancelled, the authority of Company to construct, install, operate, maintain, and repair Company's Facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs of removal of Facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use rights-of-way for any reason whatsoever. However, the City shall seek alternative placement of said Facilities, while working with the Company, so that the Company can maintain its service to the citizens.

Section 6. Construction and Installation Requirements.

(a) The technical performance of the Facilities must meet or exceed all applicable industry standards.

(b) All Facilities shall be installed in accordance with the best engineering, quality, and construction practices and standards of the telecommunications industry.

(c) All Facilities shall be constructed and installed in such manner and at such points so as not to inconvenience the City or public use of the rights-of-way or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City.

(d) Company's installations and operations shall conform to all federal, state, local, and industry codes, rules, regulations, standards and laws. Company must cease work immediately, if the City reasonably determines that Company is not in compliance with such codes, rules, regulations, standards or laws and may not begin or resume work until the City determines that Company is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.

(e) Company shall have the sole responsibility for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair or expand the System, and to construct, maintain and repair any part thereof, including right-of-way use permits.

(f) Any tree trimming shall be in accordance with all of the provisions of the City Code.

(g) Neither approval of plans by the City nor any action or inaction by the City shall relieve Company of any duty, obligation, or responsibility for the design, construction, and installation of its Facilities. Company is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, subcontractors or agents.

(h) Except as to emergency repairs, Company shall, prior to excavating within any street, alley or other public place and installing any conduit, overhead cable or equipment therein,

file with the City plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the times of beginning and completion and shall secure a permit from the City before proceeding with any such work. The Company shall conform to all requirements of the City Code and regulations adopted pursuant thereto, as such requirements and regulations currently exist or may be amended. Upon completion of the work, Company shall provide the City with as-built maps compatible with City software showing the final location of the Facilities.

(i) All construction and maintenance work as provided herein shall be performed in conformity with the plans and specifications filed with the City and with the permit or permits issued.

(j) In the event of an emergency requiring immediate action by Company for the protection of the Facilities, City property, or other persons or property, Company may proceed without first obtaining the normally required permits. In such event Company must: (1) take all necessary and prudent steps to protect, support, and keep safe from harm the Facilities or any part thereof, City property, or other persons or property and to protect the public health, safety, and welfare; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the permit.

(k) Whenever necessary, after construction or maintenance of any of Company's Facilities within the right-of-way, the Company shall, without delay and at Company's sole expense, remove all debris and restore the surface disturbed by Company as nearly as possible to as good or better condition as it was in before the work began. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and specifications.

(l) Company shall provide the City with GIS level maps showing the size and location of the Facilities within the City in a format acceptable to the City, subject to the City's agreement to maintain the confidentiality of such information to the extent allowed by law. The City agrees that it will comply with applicable state law regarding public disclosure of Company's maps and information and will withhold such disclosure from any third party to the extent allowed by law. Any map or information furnished to the City pursuant to this Franchise shall remain the Company's proprietary information for all purposes to the extent allowed by law. Company shall provide locates to mark its Facilities at no cost to the City.

(m) Company shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the City, including safety of all persons and property during the performance of any work.

(n) Company shall restore the right-of-way to pre-construction condition. Company agrees to pay all costs and expenditures required on rights-of-way as a result of settling, subsidence, or any other need for repairs or maintenance resulting from excavations made by Company. Favorable weather conditions permitting, Company agrees to commence repairing the rights-of-way as a result of settling, subsidence, or other needed repairs or maintenance resulting from excavations made by the Company within five (5) business days of its receipt of notice. If Company fails to undertake such repairs as herein provided, the City may perform the repairs at Company's expense.

Section 7. Coordination of Construction and Installation Activities and Other Work.

(a) Company shall coordinate its construction and installation activities and other work with the City and other users of the rights-of-way as determined by the City.

(b) Company shall conduct its construction and installation activities at all times so as to avoid conflicts with the facilities of other users, occupants, utilities, franchisees, or permittees of the rights-of-way.

Section 8. Safety and Maintenance Requirements.

(a) All work authorized and required under this Franchise shall be performed in a safe, thorough, and workmanlike manner.

(b) Company, in accordance with applicable federal, state, and local safety requirements, shall at all times employ necessary care and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to occur. All Facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If the City finds that Company is responsible for a violation of a safety code or other applicable regulation, upon Company's receipt of written notice, the City may, after discussion with Company, establish in writing a commercially reasonable time for Company to make necessary repairs. If the repairs are not made within the established written time frame, the City may make the repairs itself at the cost of the Company or have them made at the cost of Company.

(c) If Company fails to timely commence, pursue, or complete any work as required by law, permit, or this Franchise, the City may at its discretion cause the work to be done. Company shall pay to the City the reasonable and documented actual costs of the work in an itemized invoice provided by the City to Company within 30 days after receipt of such invoice.

(d) The City reserves the right to install, and permit to be installed, sewer, electric, phone, gas, water and other pipelines, cables, conduits and related appurtenances and to do, or permit to be done, any underground or overhead work in, across, along, over or under a right-of-way or other public place occupied by Company. The City also reserves the right to construct new streets and public utilities and to alter the design of existing streets and public utilities. In performing such work, the City shall not be liable to Company for any damage except to the extent of the City's negligence, but nothing herein shall relieve any other person or entity from the responsibility for damages to Company's Facilities. The City will use its best efforts to provide Company with reasonable advance notice of plans by other persons to open the rights-of-way.

(e) On notice from the City that any work is being performed contrary to the provisions herein, or in an unsafe or dangerous manner, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the City may issue a stop work order and Company shall stop the work immediately. The City shall issue a stop work order in writing, unless given verbally in the case of an emergency, and provide the order to the individual doing the work or post it on the work site. A copy of the order shall be sent to Company, and the order shall indicate

the nature of the alleged violation or unsafe condition and the conditions under which Company may resume work.

Section 9. Removal of Unauthorized Facilities.

Within thirty (30) days following written notice from the City, Company shall, at its expense, remove unauthorized Facilities and restore the rights-of-way and other property to as good a condition as existed prior to construction or installation of its Facilities. Any plan for removal of said Facilities must be approved by the City prior to such work.

Section 10. Abandonment of Facilities.

The City may in its sole discretion allow Company to abandon its Facilities in place, provided that no Facilities may be abandoned in place without the express written consent of the City. Upon abandonment in place of Facilities, the Facilities shall become property of the City, and Company shall submit to the City an instrument in writing, to be approved by the City, transferring to the City the ownership of such Facilities. The failure of Company to submit an instrument shall not prevent, delay, or impair transfer of ownership to the City.

Section 11. Restoration of Rights-of-Way and Other Property.

(a) When Company, or any person acting on its behalf, does any work in or affecting any right-of-way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Company's cost, such right-of-way and property to as good a condition as existed before the work was undertaken.

(b) If weather or other conditions do not permit the complete restoration required by this section, the Company shall temporarily restore the affected rights-of-way or property. Such temporary restoration shall be at the Company's cost, and Company shall promptly undertake and complete the required permanent restoration, when the weather or other conditions no longer prevent such permanent restoration.

(c) All restoration work is subject to inspection and final approval by the City. The affected rights-of-way and property shall be restored to a comparable condition by the Company. If restoration is not made to the satisfaction of the City within the established timeframe, the City may make the restoration itself at the cost of Company or have it made at the cost of Company.

Section 12. Compensation.

(a) Federal law confirms the authority of a State or local government to manage the public rights-of-way and to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by such government (see 47 U.S.C. §253(c)). Therefore, as consideration for costs incurred by the City for managing the public rights-of-way occasioned by Company's use and occupancy of public rights-of-way for the provision of Telecommunications Services, Company shall pay to the City the sum of two thousand five hundred dollars (\$2,500) upon Company's acceptance of this Franchise, and

five percent (5%) of its local exchange access service's annual Gross Revenues (as defined in Appendix A hereto) commencing on the effective date of this Franchise (or a higher percentage of annual gross revenues if agreed to in writing between the City and telecommunications provider after the effective date of this Franchise) derived from the operation of its Telecommunications System and Facilities in the City. Company's initial payment shall be due within thirty (30) days after final approval of this Franchise by the City Council. Subsequent payments shall be due within thirty (30) days after the anniversary date of final approval and acceptance hereof. Company and the City mutually acknowledge the foregoing sums to be fair and reasonable compensation for management of Company's use and occupancy of the public rights-of-way.

(b) If Company, with the consent of the City Council, should allow others to utilize its Facilities located within the City, Company shall pay to the City five percent (5%) of the revenue generated by allowing others use of the Facilities where said use is not for the purposes of service delivery within the City. Company also agrees that the use of Facilities by others to provide services within the City shall only be allowed when those others have executed a franchise agreement with the City.

Section 13. Compliance with Existing Law.

This Franchise is contingent for its existence and continuance upon Company's continued compliance with all relevant state and federal statutes and regulations, including rules and regulations promulgated by the Wyoming Public Service Commission.

Section 14. Indemnification.

(a) The Company shall, at its own expense, defend, indemnify, save and hold harmless the City from any and all claims, actions, causes of action, suits, liabilities, damages, judgments, settlements, costs and expenses of every kind, including attorneys' fees and expenses, which may arise or result by reason of or in consequence of the acts, omissions or negligence of the Company, its employees or agents.

(b) The Company hereby expressly waives and releases any and all claims which it now has or may hereafter acquire against the City arising from or growing out of any damages to the property of the Company resulting from any act or omission of the City, its agents and employees, occurring prior to, on and after the date of the passage and acceptance of this Franchise.

Section 15. Insurance.

(a) Company shall obtain and maintain, at its cost, worker's compensation insurance in accordance with State law requirements and the following liability insurance policies insuring Company and, including as additional insureds as their interest may appear under this Franchise, the City, the City's elected officials, employees and agents, against claims for injuries to persons or damages to property, which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Company:

1. Commercial General Liability Insurance, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence for bodily injury (including death) and for damage to property.

2. Commercial Automobile Liability Insurance for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 for each accident for bodily injury and property damage.

3. Umbrella Insurance in the amount of \$1,000,000.

(b) The liability insurance policies required by this section shall be maintained by Company throughout the term of this Franchise, such other periods of time during which Company's Facilities occupy rights-of-way, and while Company is engaged in the removal of its Facilities. Company shall provide an insurance certificate, together with a blanket additional insured endorsement evidencing the City, and its elected officials, employees and agents as additional insureds as their interest may appear under this Franchise, to the City prior to the commencement of any construction or installation of any Facilities pursuant to this Franchise or other work in the right-of-way. Payment of deductibles and self-insured retentions shall be the sole responsibility of Company. Company's insurance shall be primary insurance with respect to the City, its elected officials, employees and agents. Any insurance maintained by the City shall be in excess of the Company's insurance and shall not contribute to it.

(c) Within thirty (30) days of the renewal of any insurance required hereunder, Company shall provide the City with a certificate of insurance evidencing renewal.

Section 17. Additional Ducts and Conduits.

Whenever Company is constructing, relocating, or placing conduits in the right-of-way and whenever the City has made a request for ducts or conduits in advance of such installation, Company shall construct and install ducts and conduits when and where requested by the City and related structures necessary to access the ducts and conduits, subject to the separate mutual written agreement of the parties to include charges paid by the City for Company's incremental costs. The conduits and ducts shall remain the property of the Company unless the City requests the installation of separate conduit to be paid for and owned by the City. Such Company ducts and conduits shall be readily accessible and available for use as delineated in that certain separate mutual written agreement of the parties.

Section 18. Records.

(a) The City will have access to, and the limited right to inspect only those documents and records of Company reasonably related to the City's management of its rights-of-way related to this Franchise and the payment of compensation by the Company to the City.

(b) If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then Company may request, in writing within ten (10) days of the City's request, that the City inspect them at Company's local office. If any documents or records

of Company are not kept in a local office or are not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary to its management of the rights-of-way subject to this Franchise, then reasonable travel and related costs and expenses incurred in making such examination shall be paid by Company.

Section 19. Default.

In the event that the Company shall default in the observance or performance of any one or more of the agreements, duties or obligations imposed upon it by any of the provisions or conditions of this Franchise, and if any such default or defaults shall continue for a period of thirty (30) days (exclusive of all times during which the Company may be delayed or interfered with by unavoidable accidents, acts of God, labor strikes, or the orders or judgment of any commission or court entered in any suit or proceeding) after written notice thereof to the Company from the City is received by Company, stating the alleged default on the part of the Company, then and in each and every such case, the City, in addition to all other rights and remedies allowed by law, shall be entitled to terminate the grant made to the Company in and by this Ordinance and Franchise, and all rights and privileges of the Company under this Franchise shall thereupon be at an end.

Section 20. Notices.

Any notice required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

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

Company: Contact Communications

Attn: ROW Manager

Section 21. Miscellaneous.

(a) Non-Waiver. The failure of either party to this Franchise to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the party and shall not prevent the party from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

(b) Governing Law. This Franchise will be governed by federal law, the laws of the State of Wyoming, and local law.

(c) Descriptive Headings. The headings of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.

(d) Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the substantially prevailing party will be entitled to recover all of its costs and attorneys' fees, as well as costs and attorneys' fees on appeal, in addition to such other relief as the court may deem proper.

(e) No Joint Venture. Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party, act toward third persons or the public in any manner that would indicate any such relationship with the other.

(f) Actions of the City or Company. In performing their respective obligations under this Franchise, the City and Company will act in a reasonable, expeditious, and timely manner.

(g) Time Is of the Essence. Whenever this Franchise sets forth a time for any act to be performed by Company, such time shall be deemed to be of the essence, and any failure of Company to perform within the allotted time may be considered a breach of this Franchise and sufficient grounds for the City to invoke any relevant remedy.

(h) Counterparts. This Franchise may be executed in one or more counterparts, all of which together shall constitute one original.

(i) Severability. If any section, sentence, clause or phrase of this Franchise is for any reason declared to be illegal, invalid, unconstitutional or void by a court of competent jurisdiction, all other provisions hereof shall be and remain in full force and effect.

(j) Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written negotiations between the parties.

(k) Modification. The parties may alter, amend or modify the terms and provisions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

(l) No Third Party Beneficiaries. This Franchise is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any third party.

Section 22. Effective Date.

This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Riverton.

Section 23. Prohibition on Assignment.

This Franchise and the rights and privileges granted hereunder cannot be assigned by the Company without the prior written consent of the City. That consent can be withheld, in the sole discretion of the City, for any reason. Any purported assignment in violation of this Franchise is void and ineffective.

Section 24. Retention of Governmental Immunity.

By entering into this Franchise, the City does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this Franchise.

Section 25. Repeal.

All ordinances or parts of ordinances in conflict with this Franchise are hereby repealed to the extent of such conflict.

PASSED ON FIRST READING October 6, 2020

PASSED ON SECOND READING October 20, 2020

PASSED ON THIRD READING _____

PASSED, APPROVED and ADOPTED this _____ day of _____, 2020.

CITY OF RIVERTON, WYOMING:

Richard P. Gard, Mayor

Attest:

Kristin S. Watson
City Clerk/Human Resource Director

ACCEPTED AND APPROVED this ____ day of _____, 2020.

_____. d/b/a _____

Title: _____

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 20-009 was passed, approved, and adopted by the Governing Body of the City of Riverton on the _____ day of _____, 2020. 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 _____.

Kristin S. Watson
City Clerk/Human Resource Director

APPENDIX A

LISTING OF SERVICE CATEGORIES INCLUDED IN "GROSS REVENUE" FOR CALCULATION OF FRANCHISE FEES

Business Local Access—including Flat Rate, Multiparty, and Extended Area Service

Business Measured Usage Local Access Service

Flat Usage Local Access Trunks

Low Income Telephone Assistance Program Local Access

Measured Rate Local Access Trunk Usage

Message Rate Local Access Trunk Usage

Public Access Line (PAL) Service

Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service

Residential Measured Usage

Session Initiated Protocol Trunking

Hosted Voice Services

THE FOLLOWING IS A NON-EXCLUSIVE LISTING OF CATEGORIES OF REVENUE NOT REPRESENTING THE RETAIL SALE OF LOCAL ACCESS SERVICES AND THEREFORE EXCLUDED FROM THE DEFINITION OF "GROSS REVENUES" AND, THEREFORE, ARE NOT INCLUDED IN THE CALCULATION OF ANY FEE DUE TO THE CITY:

Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks

Bad debt write-offs and customer credits

Revenue from directory advertising

Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program, including, but not limited to, support for the hearing impaired

Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments

Revenues from internet access


Revenues from digital or other electronic content, such as computer software, music and video downloads

Revenues from equipment sales, rentals, installation and maintenance

Revenues from any carrier purchased for resale

Revenues from private line services not for switched local access service

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Kyle J. Butterfield, Public Works Director 
THROUGH: Tony Tolstedt, City Administrator
DATE: November 3, 2020
SUBJECT: Ordinance 20-008 – Amending Chapter 10.04

Recommendation: The City Council adopts on third reading Ordinance No. 20-008 to amend Chapter 10.04 of the Riverton Municipal Code (RMC).

Background: Title 10 of RMC centers on vehicle and traffic regulations. Chapter 4 addresses the administration and enforcement of ordinances contained in Title 10. Several sections in this chapter are out-of-date and do not reflect operational practices.

Discussion: Ordinance 20-008 repeals the existing language of RMC and replaces it with verbiage to reflect current practices. Specifically, it authorizes the public works department in addition to the police department to implement temporary traffic control measures to mitigate emergencies, weather conditions, or large gatherings. Doing so appropriately covers the control measures required for water breaks, construction, or other operational concerns. The proposed ordinance also removes the requirement for City Council consent in order to apply traffic markings or install permanent traffic control measures. Outdated terms like policeman and street sprinklers were additionally updated.

City staff recently streamlined the application process to permit gatherings and events affecting city rights-of-way. Ordinance 20-008 makes reference to this process in Section 10.04.010.B. The new language coincides with the application requirements and makes clear the city's expectation of individuals or organizations looking to close streets or affect traffic. It also allows the City Council to establish a fee to close public streets and affect the flow of traffic.

Proposed changes associated with Ordinance 20-008 are listed below.

ARTICLE I. In General

10.04.010 Temporary traffic and parking regulations ~~by chief of police.~~

- A.** In cases of emergency, of hazardous road or weather conditions, or of large public gatherings, parades and other like occasions or whenever the chief of police *or the public works director* deems it necessary, the chief of police *or public works director* is authorized and empowered to make such temporary traffic and parking regulations as the chief of police *or public works director* may deem proper and necessary for the protection of life, limb and property, for the duration of such occasions; and all persons shall obey and follow

such regulations in their use of the public streets, alleyways, easements, rights-of-way or any property under management or control of the city, during such time as such regulations are in force. (Prior code § 13-5)

- B. Organizations or individuals requesting temporary traffic or parking variations as part of a gathering or event affecting rights-of-way or property under management or control of the city shall complete an application that contains the location, event map, traffic control plan, neighborhood notification plan, and any other pertinent information requested by the chief of police or the public works director, or their designees. The fee for such closure shall be set forth by city council and may be modified from time to time by resolution.*

10.04.020 Alteration of modification of traffic movement prohibited without approval.

No person, firm or corporation shall alter, modify, regulate or control, in any way, traffic movement or traffic patterns within the city without the prior approval of the chief of police *or public works director*; providing, further, that in the event such prior approval is granted, any alteration, modification, regulation or control of traffic movement or traffic patterns within the city shall be in strict compliance with the directives established by the chief of police *or public works director*. (Prior code § 13-5.1)

10.04.030 Emergency orders of police.

In case of emergency, the provisions of this chapter may be superseded by orders of members of the police department *or public works department* in charge of traffic. The discretion of the ~~police~~ *officer or public works employee* on duty at the particular point where such emergency may arise shall be exercised so as to prevent accidents, blockades or any impeding of traffic. (Prior code § 13-6)

10.04.040 Applicability of chapter to city ~~street sprinklers or trucks~~ *equipment*.

The provision of this chapter respecting the operating or parking of motor vehicles on the streets of the city shall not apply to the city's ~~street sprinklers or~~ *vehicles*, trucks, *or equipment* operated by the city. (Prior code § 13-7)

10.04.050 Determining ownership of motor vehicle.

In any controversy respecting the identity or ownership or control of a motor vehicle, the registration number borne by it shall be prima facie evidence that it was owned and operated by the person to whom the certificate of registration thereof was issued. If a certificate of registration shall be issued to any person other than the owner, it shall be invalid, and such motor vehicle shall be deemed to be maintained and operated without a certificate of registration. (Prior code § 13-8)

10.04.060 State registration of vehicles required.

It is unlawful for any person to operate any motor vehicle upon the streets of the city unless such motor vehicle is at the time of such operation properly registered pursuant to the laws of the state pertaining to the registration of motor vehicles. (Prior code § 13-9)

~~ARTICLE II. Traffic Control Devices~~

10.04.070 Authority to install *traffic control devices*.

The public works director *or his or her designee* shall ~~have the street department~~ place and maintain such traffic control devices upon the streets and alleys *and rights of way* of the city as he or she may deem necessary to indicate and carry out the provisions of this chapter or to regulate, warn and guide traffic; ~~provided that he or she shall do so only with the knowledge and consent of the city council.~~ (Ord. 18-002 § 2, 2018; prior code § 13-10)

10.04.080 ~~Marking of bus stops, taxi stands, etc.~~ *parking and traffic regulations*—Defacing signs.

- A. The public works director or his or her designee shall mark, in visible and suitable manner, such bus stops, taxi stands, stop streets, “No Left-turn,” “No U-turn,” speed limits, lines to indicate required manner of parking, and such other traffic regulations as may from time to time be deemed advisable; ~~provided that he or she shall do so only with the knowledge and consent of the city council.~~
- B. It is unlawful for any person to deface, move, obstruct or interfere with any such official sign or designation. (Ord. 18-002 § 4, 2018; prior code § 13-11)

As an informative reference, street sprinklers were invented in the 1850s as a means to suppress airborne dust on unpaved roads. Street sprinkling was necessary because physicians considered the accumulation of animal waste and other contaminants on unpaved roads a hazard to the health of the general public. As shown in the adjacent photo, streets sprinklers were originally drawn by horse and cart and consisted of a water barrel and spray nozzles. Street sprinklers are now obsolete and have been replaced by modern street sweepers.



Budget Impact: None

ENROLLED ORDINANCE NO. 20-008

AN ORDINANCE AMENDING TITLE 10 “VEHICLES AND TRAFFIC” TO REVISE CHAPTER 10.04 “ADMINISTRATION AND ENFORCEMENT” 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 10.04 of the Municipal Code for the City of Riverton, Wyoming is hereby amended to read as follows:

~~ARTICLE I. In General~~

10.04.010 Temporary traffic and parking regulations ~~by chief of police.~~

- A. In cases of emergency, of hazardous road or weather conditions, or of large public gatherings, parades and other like occasions or whenever the chief of police **or the public works director** deems it necessary, the chief of police **or public works director** is authorized and empowered to make such temporary traffic and parking regulations as the chief of police **or public works director** may deem proper and necessary for the protection of life, limb and property, for the duration of such occasions; and all persons shall obey and follow such regulations in their use of the public streets, alleyways, easements, rights-of-way or any property under management or control of the city, during such time as such regulations are in force. (Prior code § 13-5)*
- B. Organizations or individuals requesting temporary traffic or parking variations as part of a gathering or event affecting rights-of-way or property under management or control of the city shall complete an application that contains the location, event map, traffic control plan, neighborhood notification plan, and any other pertinent information requested by the chief of police or the public works director, or their designees. The fee for such closure shall be set forth by city council and may be modified from time to time by resolution.*

10.04.020 Alteration of modification of traffic movement prohibited without approval.

No person, firm or corporation shall alter, modify, regulate or control, in any way, traffic movement or traffic patterns within the city without the prior approval of the chief of police **or public works director**; providing, further, that in the event such prior approval is granted, any alteration, modification, regulation or control of traffic movement or traffic patterns within the city shall be in strict compliance with the directives established by the chief of police **or public works director**. (Prior code § 13-5.1)

10.04.030 Emergency orders ~~of police.~~

In case of emergency, the provisions of this chapter may be superseded by orders of members of the police department **or public works department** in charge of traffic. The discretion of the ~~police~~ **officer or public works employee** on duty at the particular point where such emergency may arise shall be exercised so as to prevent accidents, blockades or any impeding of traffic. (Prior code § 13-6)

10.04.040 Applicability of chapter to city ~~street sprinklers or trucks~~ **equipment.**

The provision of this chapter respecting the operating or parking of motor vehicles on the streets of the city shall not apply to the city's ~~street sprinklers or~~ *vehicles*, trucks, *or equipment* operated by the city. (Prior code § 13-7)

10.04.050 Determining ownership of motor vehicle.

In any controversy respecting the identity or ownership or control of a motor vehicle, the registration number borne by it shall be prima facie evidence that it was owned and operated by the person to whom the certificate of registration thereof was issued. If a certificate of registration shall be issued to any person other than the owner, it shall be invalid, and such motor vehicle shall be deemed to be maintained and operated without a certificate of registration. (Prior code § 13-8)

10.04.060 State registration of vehicles required.

It is unlawful for any person to operate any motor vehicle upon the streets of the city unless such motor vehicle is at the time of such operation properly registered pursuant to the laws of the state pertaining to the registration of motor vehicles. (Prior code § 13-9)

~~ARTICLE II. Traffic Control Devices~~

10.04.070 Authority to install *traffic control devices*.

The public works director *or his or her designee* shall ~~have the street department~~ place and maintain such traffic control devices upon the streets and alleys *and rights of way* of the city as he or she may deem necessary to indicate and carry out the provisions of this chapter or to regulate, warn and guide traffic; ~~provided that he or she shall do so only with the knowledge and consent of the city council.~~ (Ord. 18-002 § 2, 2018; prior code § 13-10)

10.04.080 Marking of ~~bus stops, taxi stands, etc.~~ *parking and traffic regulations*—Defacing signs.

- A. The public works director or his or her designee shall mark, in visible and suitable manner, such bus stops, taxi stands, stop streets, “No Left-turn,” “No U-turn,” speed limits, lines to indicate required manner of parking, and such other traffic regulations as may from time to time be deemed advisable; ~~provided that he or she shall do so only with the knowledge and consent of the city council.~~
- B. It is unlawful for any person to deface, move, obstruct or interfere with any such official sign or designation. (Ord. 18-002 § 4, 2018; prior code § 13-11)

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, 2020

PASSED ON SECOND READING October 20, 2020

PASSED ON THIRD READING _____

PASSED AND APPROVED this ____ day of _____, 2020.

CITY OF RIVERTON, WYOMING

By: _____
Richard P. Gard
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 20-008 was passed, adopted, and approved by the Governing Body of the City of Riverton on the ____ day of _____, 2020. 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 _____.

Kristin S. Watson
City Clerk/Human Resource Director

CITY COUNCIL ACTION MEMO

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

FROM: Anthony Tolstedt, City Administrator

DATE: October 30, 2020

SUBJECT: Appointment / Concurrence of EDGE Committee members.

Recommendation: That Council concur with the appointments of the Mayor as provided.

Background: The EVOLVE, DIVERSIFY, AND GROW OUR ECONOMY (EDGE) Committee was established via passage of Resolution No. 1422 on September 1, 2020. The committee is to be composed of seven (7) members with two (2) alternates appointed to serve when any of the seven formal members are absent.

Vacancies for the EDGE Committee were advertised and accepted until October 2, 2020. During this period, the City of Riverton received twenty-one (21) applications.

Discussion: Pursuant Resolution No. 1422, seven (7) members and two (2) alternates are proposed for concurrence. Following approval, the committee members will be called to consider bylaws and other initial committee development matters. The date of that proposed meeting is yet to be scheduled.

The seven (7) individuals proposed for appointment are:

1. Mary Axthelm
2. Brett Watson
3. Janet Winslow
4. Vivian Watkins
5. Leonard Kosirog
6. Julie Buller
7. Marissa Selvig

The two (2) alternates are proposed as:

1. Jeremy Hughes
2. Lindsey Cox

Alternatives: Council may approve, deny or propose modifications to the proposed appointments. Modifications would require concurrence from the Mayor, as appointments are first from the Mayor with concurrence by City Council.

Budget Impact: There is no direct budget impact associated with the approval of the proposed appointments.

Council Goals: Approval shall promote *Council Goal #6: Promote Economic Development.*

CITY COUNCIL ACTION MEMO

TO: His Honor the Mayor and Members of the City Council
FROM: Anthony Tolstedt, City Administrator
DATE: October 30, 2020
SUBJECT: Pari-mutuel wagering location concurrence.

Recommendation: That Council concur with the decision of the Fremont County Commissioners regarding pari-mutuel activity at the provided location.

Background: Pari-mutuel betting is a form of betting and of handling the betting on horse races, in which those holding winning tickets divide the total amount bet in proportion to their wagers, less a percentage for the management, taxes, etc. Pursuant to W.S. 11-25-101 through 105, Pari-mutuel betting is permitted upon approval of the State Commission and approval of the County Commissioners.

On 10/20/2020, the Fremont County Commissioners voted to approve the allowance of pari-mutuel wagering at the location formally known as the Spur Steakhouse located at 1307 West Main St. in Riverton. The Commission is currently seeking Council concurrence on the allowance of pari-mutuel betting at the denoted location. .

The proposed activity will be overseen by 307 Horse Racing. The associated documentation provided to the Fremont County Commissioners is attached for review.

Discussion: It is the understanding of Staff that the Fremont County Commissioners have approved the attached resolution pursuant to State requirements and are asking for concurrence from the Riverton City Council due to the location of the proposed business being located within the City of Riverton.

Alternatives: Council may reject concurrence on the matter. However, pursuant to the law, the County Commissioners provide permission for the activity. Furthermore, the activity is allowed per Riverton Municipal Code 9.08.130 as an exclusion to the prohibition on gambling.

Budget Impact: Associated revenue collections for other locations throughout Wyoming are provided via the attached documentation.

Council Goals: Concurrence and the ultimate implementation of the pari-mutuel wagering would generally line up with *Council Goal #7: Maintain Financial Stability* due to the potential revenue generation.

307-252-1122

FREMONT COUNTY COMMISSION

AGENDA REQUEST

Attn: Becky Enos

IN ORDER THAT THE BOARD CAN MORE EFFICIENTLY ANSWER YOUR REQUEST AND FULLY ADDRESS THE SITUATION, WE REQUEST THE FOLLOWING INFORMATION PRIOR TO YOUR MEETING. ANSWERING THE QUESTIONS WILL SET YOU UP FOR SUCCESS AND GIVE YOU THE BEST OPPORTUNITY TO USE YOUR ALLOTTED TIME WELL. THE MORE INFORMATION YOU CAN PROVIDE PRIOR TO YOUR MEETING WILL BENEFIT US AND LEAD TO A POSITIVE OUTCOME.

CONTACT: Randy Greer DEPARTMENT/ORGANIZATION 307 Horse Racing

PHONE NUMBER: 307-687-7461 E-MAIL /MAILING ADDRESS: rgreer1958@yahoo.com

AGENDA DATE: 10/20/2020 AMOUNT OF TIME REQUESTED: 30min TOPIC: to get permission to simulacast horse racing / HHR machines

OPEN SESSION: EXECUTIVE SESSION: Personnel/Litigation/Property Acquisition/Other) _____

WILL YOU REQUIRE ANYTHING FOR YOUR PRESENTATION (PROJECTOR, SCREEN, SPEAKER PHONE, ETC.) no

CLEAR/CONCISE REQUEST: _____

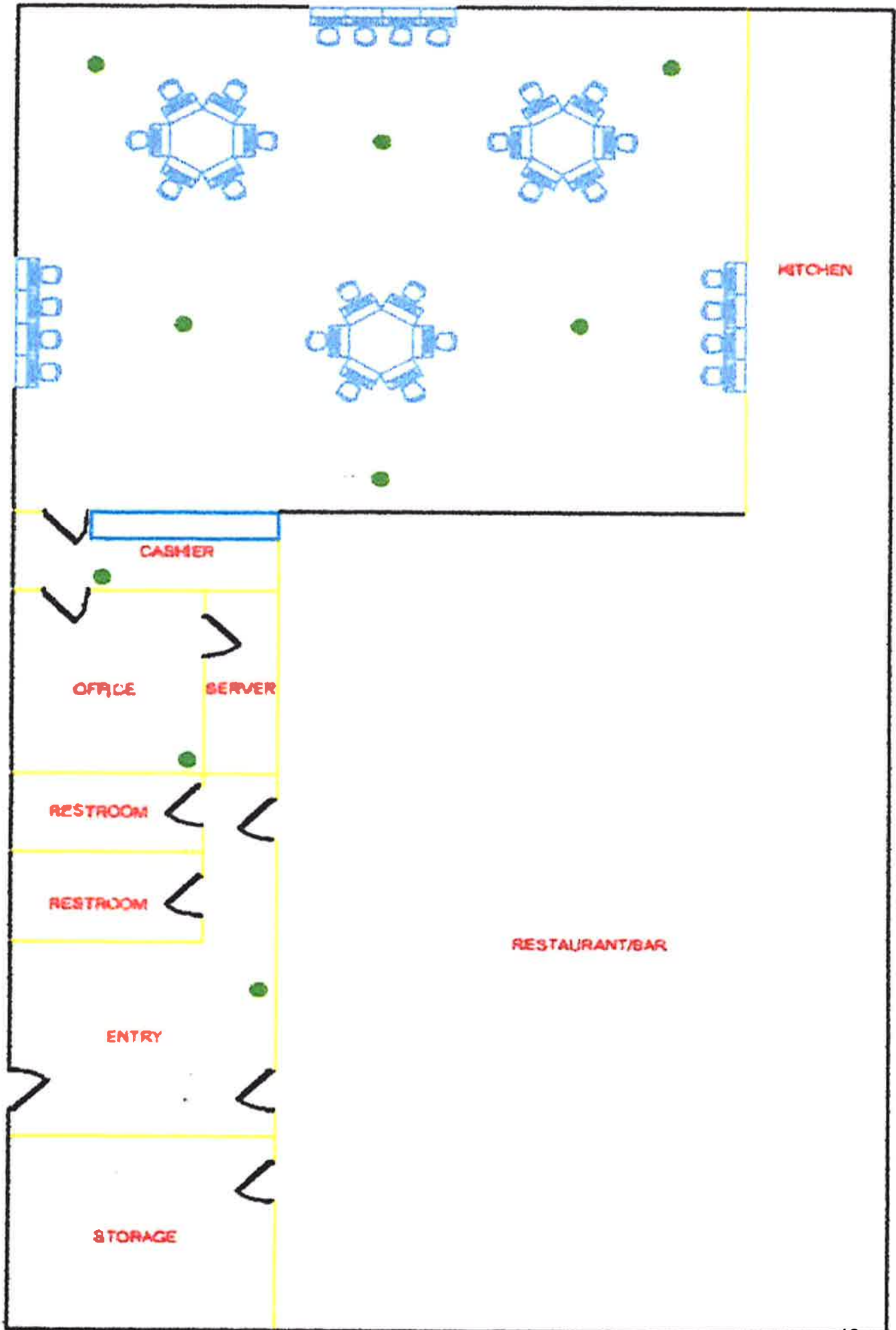
BENEFIT FOR COUNTY/SHARING OPTIONS FOR OTHER COUNTY ENTITIES: 1409 W Main St Riverton
tax revenue county/city Wy

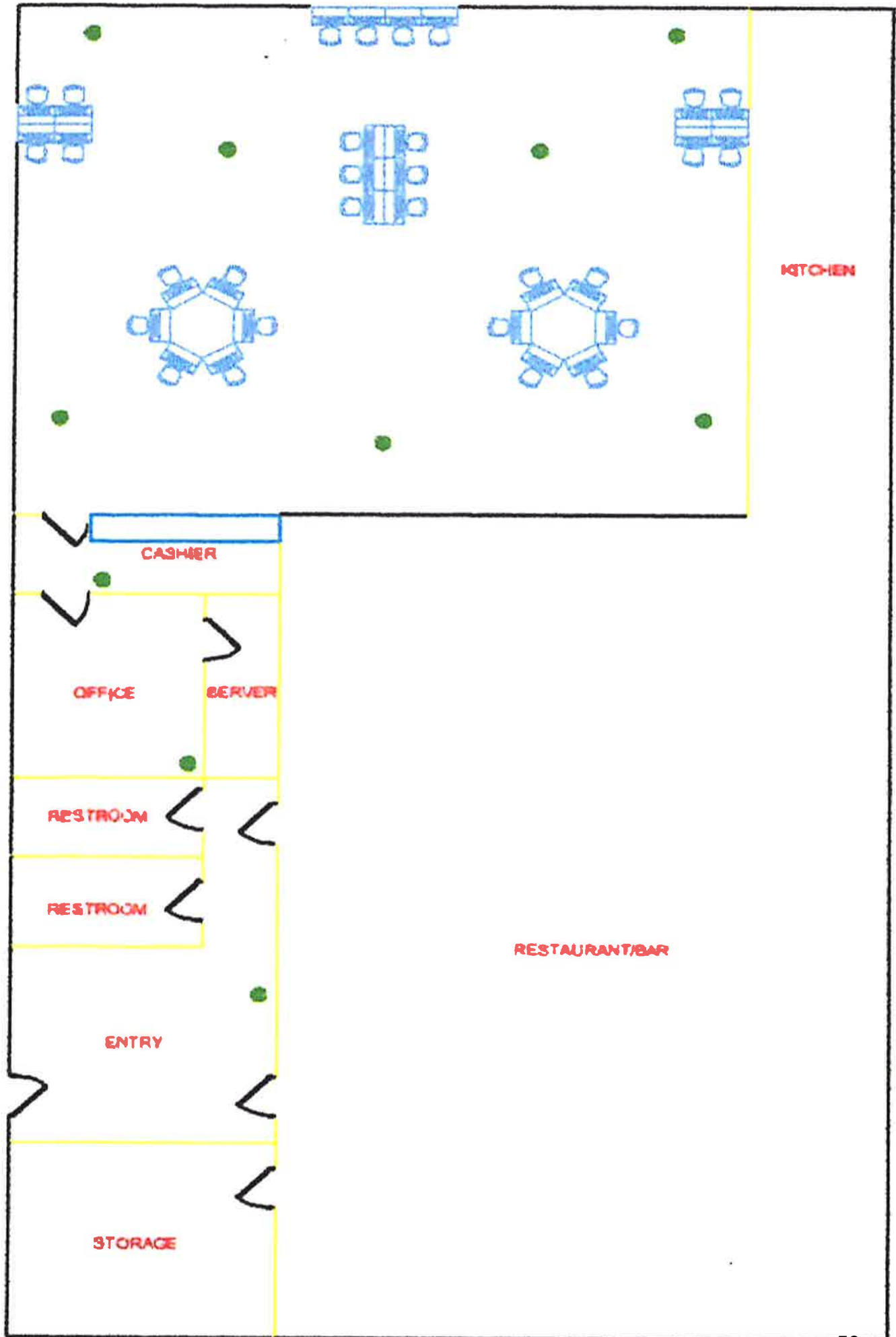
RATIONALE FOR REQUEST: _____

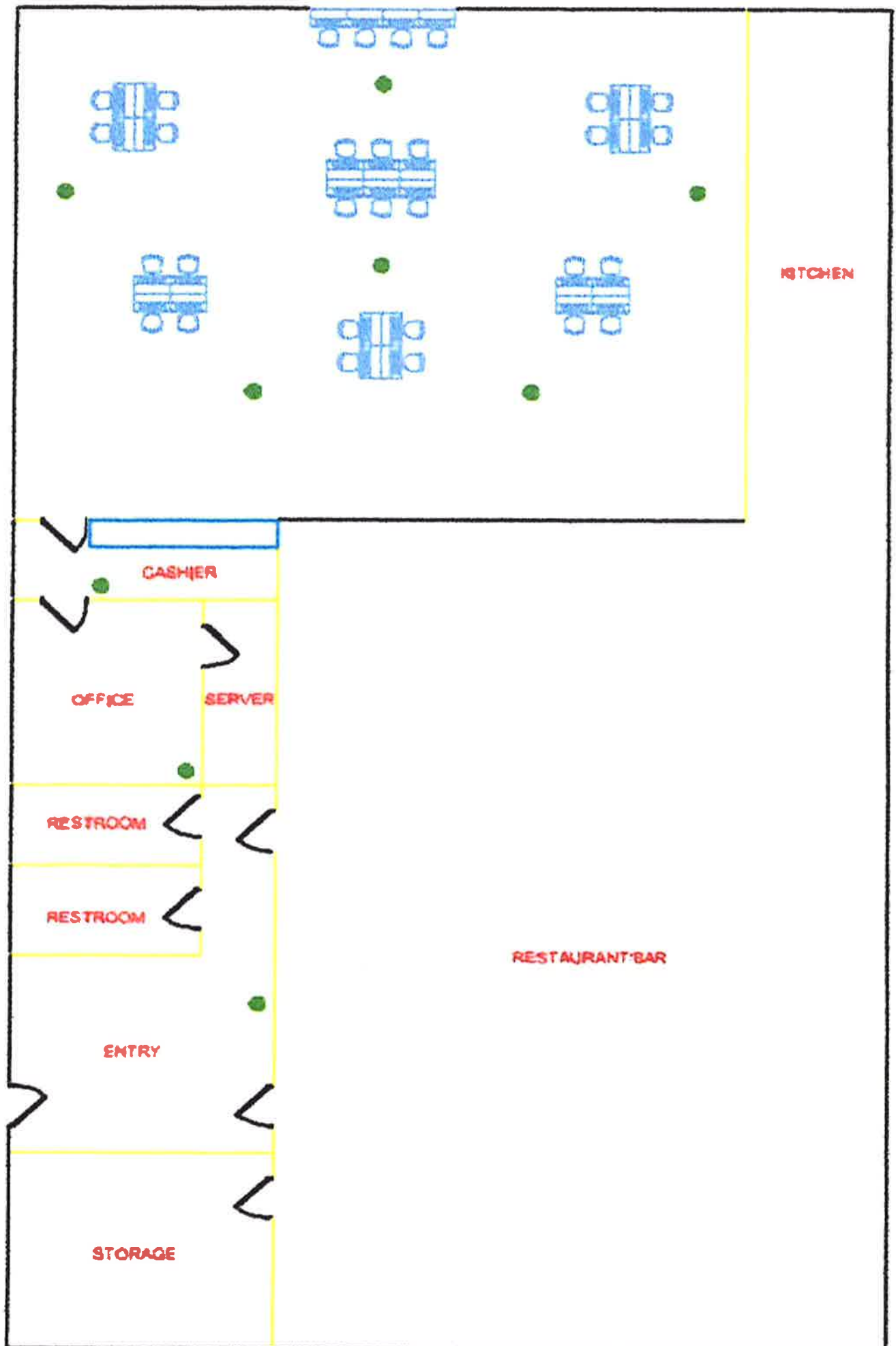
OPTIONS (COST, ADDITION TO FLEET, INFRASTRUCTURE CHANGE): _____

RELATED INFORMATION ATTACHED: _____ YES NO

TIME FRAME FOR DECISION: by end of meeting REPLY NEEDED: yes







**HISTORIC RACING
CITY/COUNTY REVENUE
JANUARY 1, 2020 - June 30, 2020**

CITY/COUNTY	OPERATOR	AMOUNT		TOTAL
		01012020-03192020	05082020-06302020	01012020-06302020
Albany County	Wyoming Downs	\$ 25,356.90	\$ 13,207.08	
Albany County Total		\$ 25,356.90	\$ 13,207.08	\$ 38,563.98
Campbell County	Wyoming Downs	\$ 90,562.74	\$ 49,826.42	
Campbell County	Wyoming Horse Racing	\$ 65,766.29	\$ 36,429.35	
Campbell County Total		\$ 156,329.03	\$ 86,255.77	\$ 242,584.80
City Of Casper	Wyoming Downs	\$ 63,465.98	\$ 30,029.98	
City Of Casper	Wyoming Horse Racing	\$ 61,131.85	\$ 32,227.07	
City of Casper Total		\$ 124,597.83	\$ 62,257.05	\$ 186,854.88
City of Cheyenne	Wyoming Downs (Plaza)	\$ 91,915.22	\$ 55,892.27	
City of Cheyenne	Wyoming Horse Racing	\$ 68,451.47	\$ 26,405.85	
City of Cheyenne Total		\$ 160,366.69	\$ 82,298.12	\$ 242,664.81
City of Evanston	Wyoming Downs	\$ 25,931.71	\$ 14,886.60	
City of Evanston	Wyoming Horse Racing	\$ 19,967.42	\$ 12,400.44	
City of Evanston Total		\$ 45,899.13	\$ 27,287.04	\$ 73,186.17
City of Gillette	Wyoming Downs	\$ 90,562.74	\$ 49,826.42	
City of Gillette	Wyoming Horse Racing	\$ 65,766.29	\$ 36,429.35	
City of Gillette Total		\$ 156,329.03	\$ 86,255.77	\$ 242,584.80
City of Green River	Wyoming Horse Racing	\$ 22,141.22	\$ 9,955.19	
City of Green River Total		\$ 22,141.22	\$ 9,955.19	\$ 32,096.41
City of Laramie	Wyoming Downs	\$ 25,356.90	\$ 13,207.08	
City of Laramie Total		\$ 25,356.90	\$ 13,207.08	\$ 38,563.98
City of Rock Springs	Wyoming Downs	\$ 65,332.94	\$ 45,602.70	
City of Rock Springs	Wyoming Horse Racing	\$ 71,511.04	\$ 29,492.77	
City of Rock Springs Total		\$ 136,843.98	\$ 75,095.47	\$ 211,939.45
City of Sheridan	Wyoming Downs	\$ 37,165.28	\$ 18,417.64	
City of Sheridan	Wyoming Horse Racing	\$ 36,123.43	\$ 15,358.24	
City of Sheridan Total		\$ 73,288.71	\$ 33,775.88	\$ 107,064.59
Laramie County	Wyoming Downs (Outlaw)	\$ 64,655.89	\$ 61,681.56	
Laramie County	Wyoming Downs (Plaza)	\$ 91,915.22	\$ 55,892.27	
Laramie County	Wyoming Horse Racing	\$ 68,451.47	\$ 26,405.85	
Laramie County Total		\$ 225,022.58	\$ 143,979.68	\$ 369,002.26

**HISTORIC RACING
CITY/COUNTY REVENUE
JANUARY 1, 2020 - June 30, 2020**

CITY/COUNTY	OPERATOR	AMOUNT		TOTAL
		01012020-03192020	05082020-06302020	01012020-06302020
Natrona County	Wyoming Downs (Casper)	\$ 63,465.98	\$ 30,029.98	
Natrona County	Wyoming Downs (Evansville)	\$ 90,972.70	\$ 40,706.53	
Natrona County	Wyoming Horse Racing (Mills)	\$ 58,712.21	\$ 33,323.47	
Natrona County	Wyoming Horse Racing (Casper)	\$ 61,131.85	\$ 32,227.07	
Natrona County Total		\$ 274,282.74	\$ 136,287.05	\$ 410,569.79
Sheridan County	Wyoming Downs	\$ 37,165.28	\$ 18,417.64	
Sheridan County	Wyoming Horse Racing	\$ 36,123.43	\$ 15,358.24	
Sheridan County Total		\$ 73,288.71	\$ 33,775.88	\$ 107,064.59
Sweetwater County	Wyoming Downs (Rock Springs)	\$ 65,332.94	\$ 45,602.70	
Sweetwater County	Wyoming Horse Racing (Green River)	\$ 22,141.22	\$ 9,955.19	
Sweetwater County	Wyoming Horse Racing (Rock Springs)	\$ 71,511.04	\$ 29,492.77	
Sweetwater County Total		\$ 158,985.20	\$ 85,050.66	\$ 244,035.86
Town of Evansville	Wyoming Downs	\$ 90,972.70	\$ 40,706.53	
Town of Evansville Total		\$ 90,972.70	\$ 40,706.53	\$ 131,679.23
Town of Mills	Wyoming Horse Racing	\$ 58,712.21	\$ 33,323.47	
Town of Mills Total		\$ 58,712.21	\$ 33,323.47	\$ 92,035.68
Uinta County	Wyoming Downs	\$ 25,931.71	\$ 14,886.60	
Uinta County	Wyoming Horse Racing	\$ 19,967.42	\$ 12,400.44	
Uinta County Total		\$ 45,899.13	\$ 27,287.04	\$ 73,186.17
Total		\$ 1,853,672.69	\$ 990,004.76	\$ 2,843,677.45
<i>Note - \$.02 difference due to rounding (2,843,677.43)</i>				

RESOLUTION NO. 2020-22

A RESOLUTION APPROVING 307 HORSE RACING LLC TO CONDUCT PARI-MUTUEL WAGERING ON LIVE HORSE RACING, HISTORIC HORSE RACING, SIMULCAST EVENTS AND RODEO EVENTS WITHIN FREMONT COUNTY, WYOMING.

WHEREAS, the Wyoming State Legislature passed and the Governor of the State of Wyoming signed into law changes to Wyoming Statutes, Title 11, Chapter 25, to allow for the addition of pari-mutuel wagering on historic races; and,

WHEREAS, the Wyoming Pari-Mutuel Commission has adopted rules that were effective on July 31, 2013 regulating the addition of pari-mutuel wagering on historic races; and

WHEREAS, 307 Horse Racing, LLC currently holds the necessary and appropriate permits issued by the Wyoming Pari-Mutuel Commission to operate Off Track Betting Parlors in the State of Wyoming; and,

WHEREAS, 307 Horse Racing, LLC is desirous of expanding their operations into Fremont County to include pari-mutuel wagering on live horse racing, historic horse racing simulcast events and rodeo events; and,

WHEREAS, 307 Horse Racing, LLC has entered into a mutually beneficial agreement with the only recognized horsemen's group, the Wyoming All Breeds Racing Association; and,

WHEREAS, the Fremont County Board of Commissioners recognize the economic benefit to the County through the expansion of live horse racing; and,

WHEREAS, the Fremont County Board of Commissioners recognize the benefit to the horse industry of Fremont County through the expansion of live horse racing; and,

WHEREAS, it is through the revenue derived from the Off Track Betting Parlors that allows the expansion of live racing.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the County of Fremont, Wyoming that the Fremont County Board of Commissioners approves 307 Horse Racing LLC to conduct Pari-mutuel wagering on live horse racing, historic horse racing, simulcast events and rodeo events in Fremont County, Wyoming. The 307 Horse Racing, LLC shall provide a report to the commissioners on an annual basis no later than the last meeting in January of every year.

DATED this 20th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS FREMONT COUNTY, WYOMING

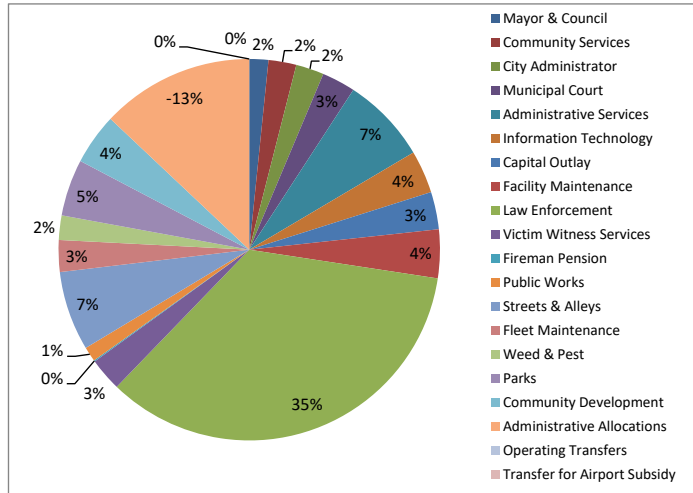
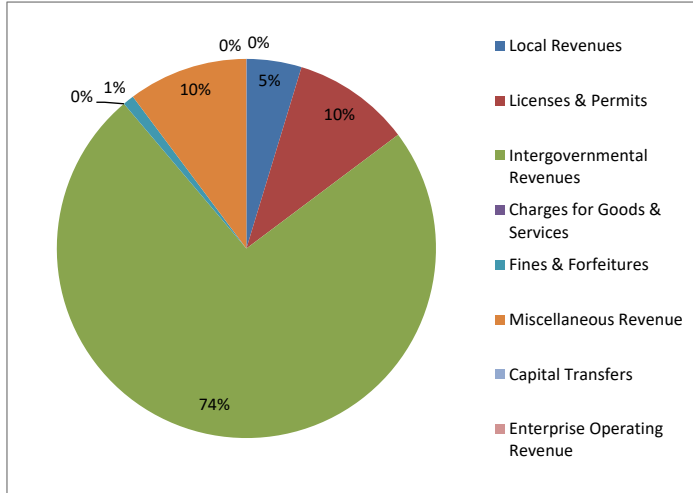
Travis Becker, Chairman

ATTEST:

Julie A. Freese, County Clerk and Clerk of the Board



**Fiscal Year Summary Report
July 1, 2020 through September 30, 2020**



General Fund

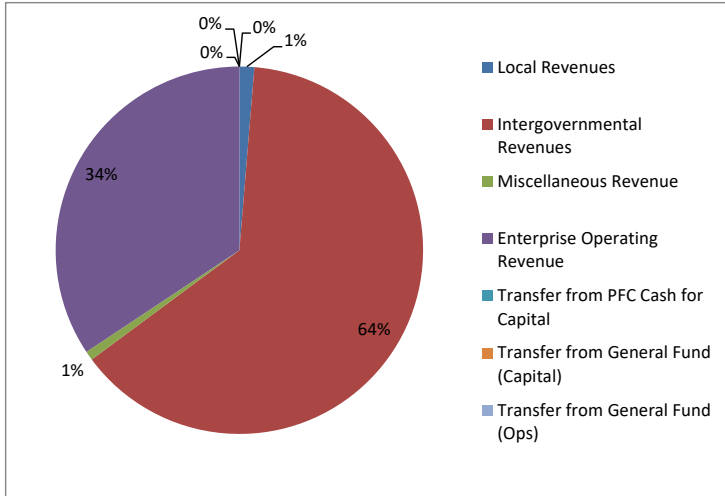
Revenues	Projected	Actual	Difference (\$)	(%)
Local Revenues	\$ 907,200	\$ 98,296	\$ (808,904)	11%
Licenses & Permits	\$ 957,350	\$ 210,527	\$ (746,823)	22%
Intergovernmental Revenues	\$ 5,309,738	\$ 1,549,168	\$ (3,760,570)	29%
Charges for Goods & Services	\$ -	\$ -	\$ -	-
Fines & Forfeitures	\$ 120,000	\$ 20,077	\$ (99,923)	17%
Charges for Goods & Services	\$ 342,898	\$ 213,298	\$ (129,600)	62%
Capital Transfers	\$ 422,736	\$ -	\$ (422,736)	0%
Enterprise Operating Revenue	\$ 21,200	\$ 450	\$ (20,750)	2%
Total Revenues	\$ 8,081,122	\$ 2,091,816	\$ (5,989,306)	26%

Expenses	Projected	Actual	Difference (\$)	(%)
Mayor & Council	\$ 117,044	\$ 35,832	\$ 81,212	31%
Community Services	\$ 237,000	\$ 52,417	\$ 184,583	22%
City Administrator	\$ 199,003	\$ 52,818	\$ 146,185	27%
Municipal Court	\$ 247,864	\$ 63,046	\$ 184,818	25%
Administrative Services	\$ 387,861	\$ 162,332	\$ 225,529	42%
Information Technology	\$ 318,895	\$ 80,519	\$ 238,376	25%
Capital Outlay	\$ 1,319,325	\$ 70,467	\$ 1,248,858	5%
Facility Maintenance	\$ 386,019	\$ 91,493	\$ 294,526	24%
Law Enforcement	\$ 3,549,292	\$ 773,650	\$ 2,775,642	22%
Victim Witness Services	\$ 243,371	\$ 62,426	\$ 180,945	26%
Fireman Pension	\$ 6,500	\$ 2,258	\$ 4,243	35%
Public Works	\$ 114,187	\$ 27,738	\$ 86,449	24%
Streets & Alleys	\$ 743,887	\$ 149,703	\$ 594,184	20%
Fleet Maintenance	\$ 250,848	\$ 59,735	\$ 191,113	24%
Weed & Pest	\$ 125,546	\$ 46,018	\$ 79,528	37%
Parks	\$ 485,305	\$ 106,832	\$ 378,473	22%
Community Development	\$ 391,727	\$ 96,345	\$ 295,382	25%
Administrative Allocations	\$ (1,266,552)	\$ (288,141)	\$ (978,411)	23%
Operating Transfers	\$ 224,000	\$ -	\$ 224,000	0%
Transfer for Airport Subsidy	\$ -	\$ -	\$ -	0%
Total Expenses	\$ 8,081,122	\$ 1,645,485	\$ 6,435,637	20%

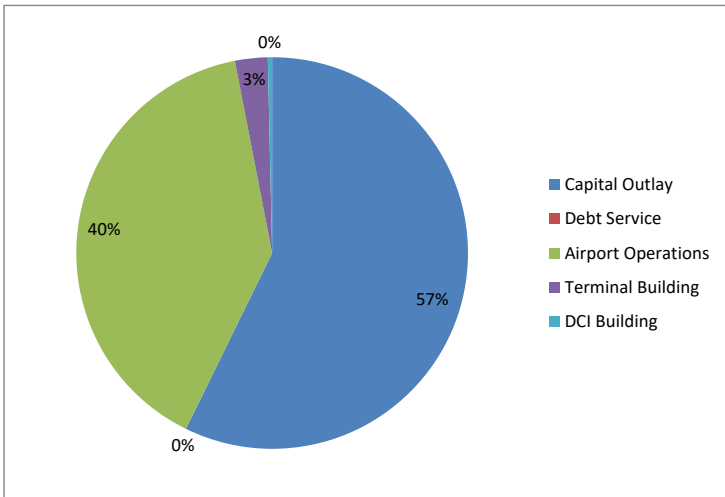
Difference \$ 446,331

**Fiscal Year Summary Report
July 1, 2020 through September 30, 2020**

Airport Fund



Revenues	Projected	Actual	Difference (\$)	(%)
Local Revenues	\$ 16,750	\$ 3,096	\$ 13,654	18%
Intergovernmental Revenues	\$ 1,480,420	\$ 150,638	\$ 1,329,782	10%
Miscellaneous Revenue	\$ 5,400	\$ 1,909	\$ 3,491	35%
Enterprise Operating Revenue	\$ 199,800	\$ 81,382	\$ 118,418	41%
Transfer from PFC Cash for Capital	\$ -	\$ -	\$ -	0%
Transfer from General Fund (Capital)	\$ 73,050	\$ -	\$ 73,050	0%
Transfer from General Fund (Ops)	\$ -	\$ -	\$ -	0%
Total Revenues	\$ 1,775,420	\$ 237,025	\$ 1,538,395	13%

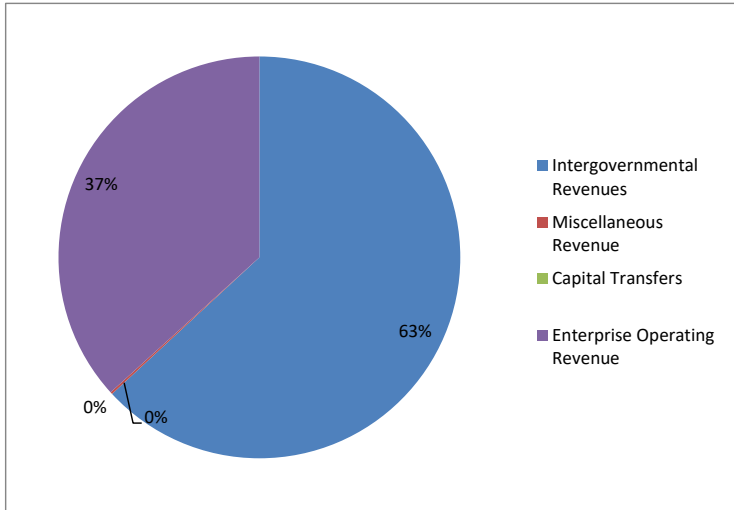


Expenses	Projected	Actual	Difference (\$)	(%)
Capital Outlay	\$ 1,178,333	\$ 177,459	\$ 1,000,874	15%
Debt Service	\$ 30,091	\$ -	\$ 30,091	0%
Airport Operations	\$ 512,996	\$ 123,004	\$ 389,992	24%
Terminal Building	\$ 48,500	\$ 8,369	\$ 40,131	17%
DCI Building	\$ 5,500	\$ 1,098	\$ 4,402	20%
Total Expenses	\$ 1,775,420	\$ 309,929	\$ 1,465,491	17%

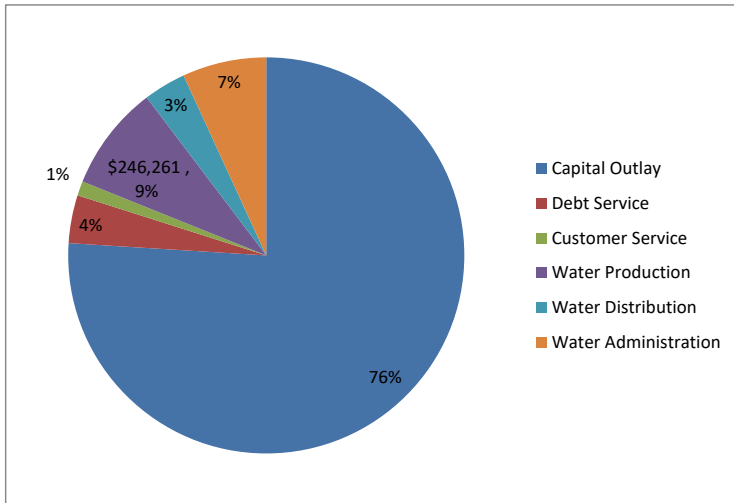
Difference \$ (72,905)

**Fiscal Year Summary Report
July 1, 2020 through September 30, 2020**

Water Fund



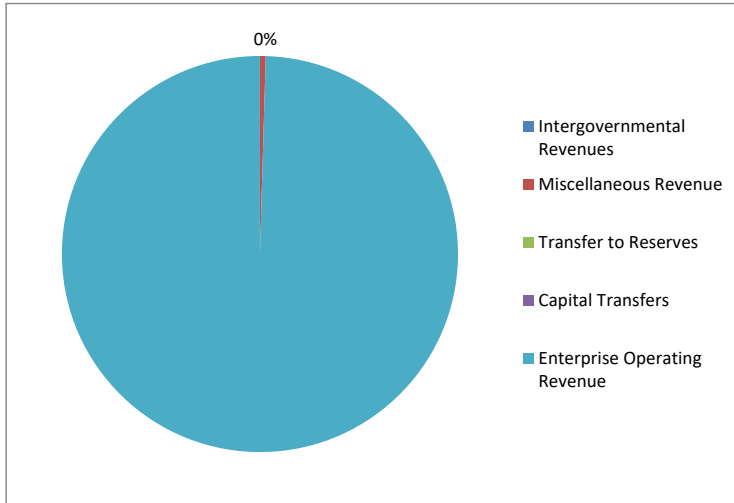
Revenues	Projected	Actual	Difference (\$)	(%)
Intergovernmental Revenues	\$ 3,202,890	\$ 1,755,287	\$ (1,447,603)	55%
Miscellaneous Revenue	\$ 10,000	\$ 4,842	\$ (5,158)	48%
Capital Transfers	\$ 1,140,434	\$ -	\$ (1,140,434)	0%
Enterprise Operating Revenue	\$ 2,647,500	\$ 1,021,419	\$ (1,626,081)	39%
Total Revenues	\$ 7,000,824	\$ 2,781,548	\$ (4,219,276)	40%



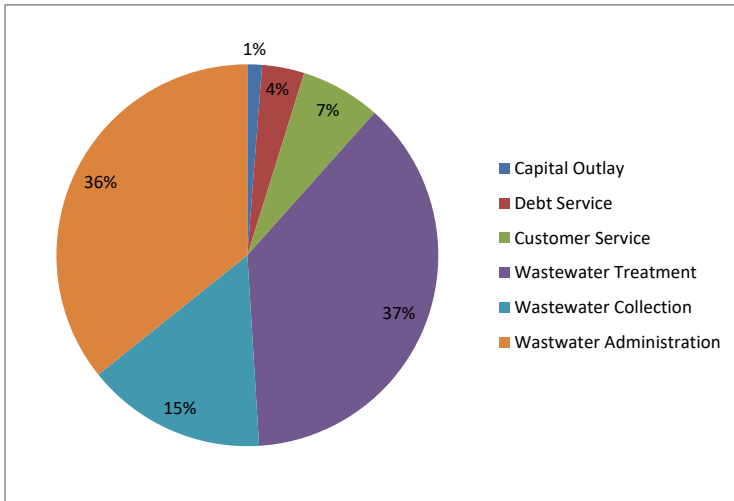
Expenses	Projected	Actual	Difference (\$)	(%)
Capital Outlay	\$ 4,424,628	\$ 2,176,511	\$ 2,248,117	49%
Debt Service	\$ 165,025	\$ 112,249	\$ 52,776	68%
Customer Service	\$ 119,288	\$ 33,837	\$ 85,451	28%
Water Production	\$ 1,242,723	\$ 246,261	\$ 996,462	20%
Water Distribution	\$ 355,053	\$ 98,936	\$ 256,117	28%
Water Administration	\$ 694,107	\$ 196,473	\$ 497,634	28%
Total Expenses	\$ 7,000,824	\$ 2,864,267	\$ 4,136,557	41%

Difference \$ **(82,719)**

**Fiscal Year Summary Report
July 1, 2019 through June 30, 2020
Wastewater Fund**



Revenues	Projected	Actual	Difference (\$)	(%)
Intergovernmental Revenues	-	-	-	0%
Miscellaneous Revenue	25,000	2,923	(22,077)	12%
Transfer to Reserves	(57,661)	-	57,661	0%
Capital Transfers	15,000	-	(15,000)	0%
<u>Enterprise Operating Revenue</u>	<u>2,355,000</u>	<u>623,308</u>	<u>(1,731,692)</u>	<u>26%</u>
<u>Total Revenues</u>	<u>2,337,339</u>	<u>626,231</u>	<u>(1,711,108)</u>	<u>27%</u>

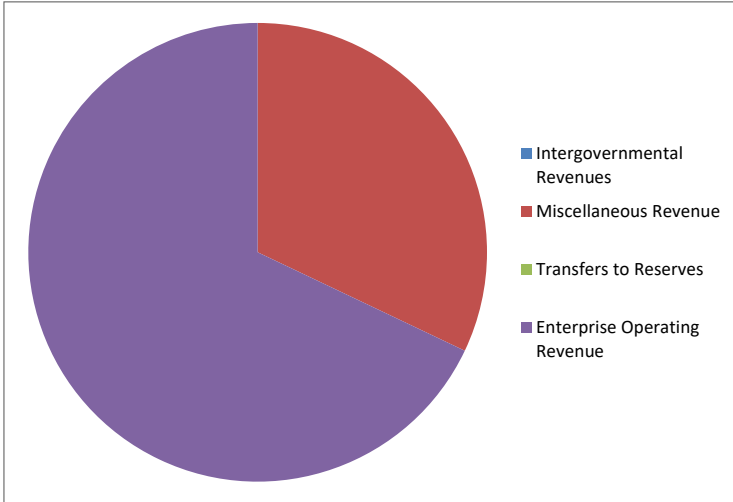


Expenses	Projected	Actual	Difference (\$)	(%)
Capital Outlay	362,125	6,150	355,975	2%
Debt Service	49,000	17,888	31,112	37%
Customer Service	119,296	33,841	85,455	28%
Wastewater Treatment	794,338	186,778	607,560	24%
Wastewater Collection	352,455	76,022	276,433	22%
Wastewater Administration	660,125	178,421	481,704	27%
<u>Total Expenses</u>	<u>2,337,339</u>	<u>499,100</u>	<u>1,838,239</u>	<u>21%</u>

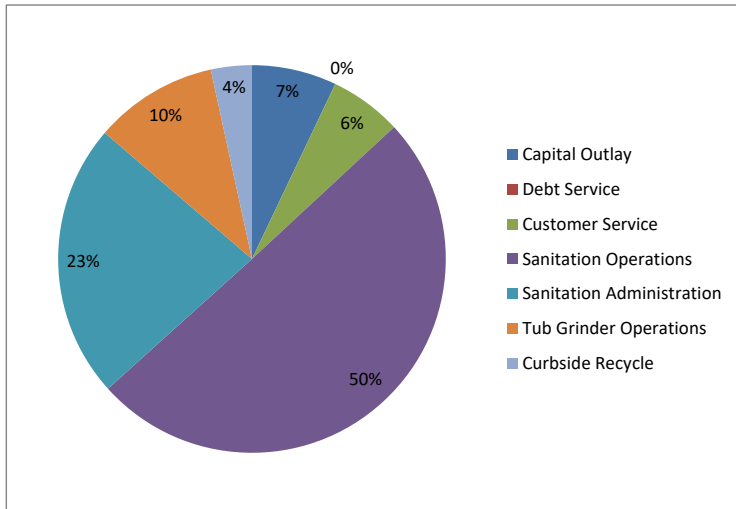
***Difference* 127,132**

Fiscal Year Summary Report
July 1, 2020 through September 30, 2020

Sanitation Fund



Revenues	Projected	Actual	Difference (\$)	(%)
Intergovernmental Revenues	\$ -	\$ -	\$ -	0%
Miscellaneous Revenue	\$ 5,000	\$ 278,835	\$ 273,835	55.77%
Transfers to Reserves	\$ (51,705)	\$ -	\$ 51,705	0%
Enterprise Operating Revenue	\$ 2,580,000	\$ 590,784	\$ (1,989,216)	23%
Total Revenues	\$ 2,533,295	\$ 869,618	\$ (1,663,677)	34%

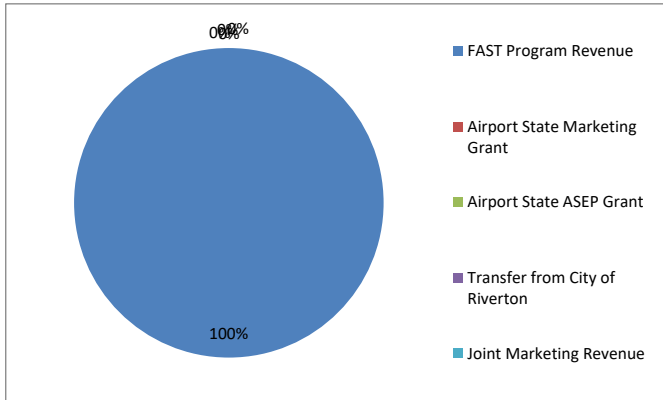


Expenses	Projected	Actual	Difference (\$)	(%)
Capital Outlay	\$ 385,625	\$ 39,770	\$ 345,855	10%
Debt Service	\$ -	\$ -	\$ -	0%
Customer Service	\$ 119,300	\$ 33,850	\$ 85,450	28%
Sanitation Operations	\$ 1,108,977	\$ 282,322	\$ 826,655	25%
Sanitation Administration	\$ 597,260	\$ 129,003	\$ 468,257	22%
Tub Grinder Operations	\$ 244,097	\$ 57,958	\$ 186,139	24%
Curbside Recycle	\$ 78,036	\$ 19,177	\$ 58,859	25%
Total Expenses	\$ 2,533,295	\$ 562,081	\$ 1,971,214	22%

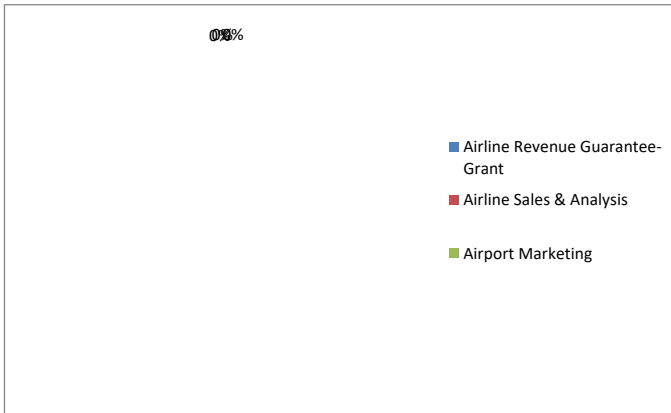
Difference **\$ 307,538**

**Fiscal Year Summary Report
July 1, 2020 through September 30, 2020**

Airline Minimum Revenue Guarantee



Revenues	Projected	Actual	Difference (\$)	(%)
FAST Program Revenue	\$ 407,000	\$ 100,000	\$ (307,000)	25%
Airport State Marketing Grant	\$ 40,000	\$ -	\$ (40,000)	0%
Airport State ASEP Grant	\$ 966,000	\$ -	\$ (966,000)	0%
Transfer from City of Riverton	\$ 200,000	\$ -	\$ (200,000)	0%
Joint Marketing Revenue	\$ -	\$ -	\$ -	0%
Transfer from Cash	\$ 80,000	\$ -	\$ (80,000)	0%
Total Revenues	\$ 1,693,000	\$ 100,000	\$ (1,593,000)	6%



Expenses	Projected	Actual	Difference (\$)	(%)
Airline Revenue Guarantee-Grant	\$ 1,610,000	\$ -	\$ 1,610,000	0%
Airline Sales & Analysis	\$ -	\$ -	\$ -	0%
Airport Marketing	\$ 83,000	\$ -	\$ 83,000	0%
Total Expenses	\$ 1,693,000	\$ -	\$ 1,693,000	0%

Difference \$ 100,000

Fiscal Year Summary Report
July 1, 2020 through September 30, 2020

Fund	Revenue	Expenses	Difference
General Fund	\$ 2,091,816	\$ 1,645,485	\$ 446,331
Water Fund	\$ 2,781,548	\$ 2,864,267	\$ (82,719)
Wastewater Fund	\$ 626,231	\$ 499,100	\$ 127,132
Sanitation Fund	\$ 869,618	\$ 562,081	\$ 307,538
Airport Fund	\$ 237,025	\$ 309,929	\$ (72,905)
Airline Minimum Revenue Guarantee	\$ 100,000	\$ -	\$ 100,000
	\$ 6,706,238	\$ 5,880,862	\$ 825,376