



Regular Council Meeting

Tuesday, November 17, 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 – November 3, 2020 Regular Council Meeting.
 - Approval of the Minutes – November 3, 2020 Executive Session.
 - Approval of the Minutes – November 17, 2020 Finance Committee Meeting.
 - Approval of the Finance Committee Recommendations – November 17, 2020.
 - Approval of the Municipal Court Report for the month of October 2020.
 - Replat: Lot 1, Larsen Family Addition to the City of Riverton, Wyoming; Petitioner: Diversified Investments, LLC
- 9) Public Hearing & Consideration of Sale of Property: 5010 Cessna Drive.
- 10) EDGE Committee Appointment.
- 11) Rendezvous Balloon Committee Request to Transfer Funds.
- 12) Consideration of Consultant Selection Policy.

Reports and Comments:

- 13) Council Committee Reports and Council Members’ Roundtable.
- 14) City Administrator’s Report.
- 15) Mayor’s Comments.
- 16) Executive Session – If needed.
- 17) Adjourn.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held November 3, 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, Mike Bailey, Rebecca Schatza, Kyle Larson and Cory Rota. Council Member Larson led the pledge of allegiance and Mayor Gard conducted the invocation.

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

City Staff present: City Administrator Tony Tolstedt, Public Works Director Kyle Butterfield, Police Captain Wes Romero, Finance Director Mia Harris, Community Development Director Eric P. Carr, and Administrative Assistant/Deputy City Clerk Megan Sims.

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

Communication from the Floor/Response to Citizen's Comments – None.

Consent Agenda – Deputy City Clerk/Administrative Assistant Megan Sims read the consent agenda items by title only: Approval of the Minutes – October 20, 2020 Regular Council Meeting; Approval of the Minutes – November 3, 2020 Finance Committee Meeting; and Approval of the Finance Committee Recommendations – November 3, 2020 claims to be paid in the amount of \$1,190,618.22, manual check in the amount of \$12.46 and payroll & liabilities for 10/23/20 and 10/27/20 in the amount of \$449,177.56 for a total of \$1,639,808.24. Council Member Schatza moved, seconded by Council Member Bailey to approve the consent agenda as presented. Motion passed unanimously.

Public Hearing & Consideration of Fireworks Permit Application: Holiday Festival – Deputy City Clerk/Administrative Assistant Megan Sims reported on the fireworks permit application submitted by R Recreation for a firework show to be held at Tonkin Stadium on December 18, 2020 from 5:30 pm – 6:30 pm. Council Member Rota moved, seconded by Council Member Schatza to open the public hearing. Motion passed unanimously. Beverly Frank and Tina Jarrard approached the Council regarding fireworks, in general, and asked if any changes have been made to the current ordinance. There being no others to address the Council, Council Member Schatza moved, seconded by Council Member Larson to close the public hearing. Motion passed unanimously. Council Member Schatza moved, seconded by Council Member Bailey to approve the fireworks permit application for R Recreation as presented. Motion passed unanimously.

Consideration of Ordinance No. 20-007, 3rd & Final Reading: Visionary Communications, Inc Franchise Agreement – Deputy City Clerk/Administrative Assistant Megan Sims read Ordinance No. 20-007 by title only. This ordinance establishes franchise agreements with Visionary Communications, Inc. Council Member Schatza moved, seconded by Council Member Bailey to adopt Ordinance No. 20-007 on third and final reading. Roll call vote was conducted and the motion passed unanimously.

Consideration of Ordinance No. 20-009, 3rd & Final Reading: Contact Communications, Inc Franchise Agreement – Deputy City Clerk/Administrative Assistant Megan Sims read Ordinance No. 20-009 by title only. This ordinance establishes franchise agreements with and Contact Communications, Inc. Council Member Schatza moved, seconded by Council Member Rota to adopt Ordinance No. 20-009 on third and final reading. Roll call vote was conducted and the motion passed unanimously.

Consideration of Ordinance No. 20-008, 3rd & Final Reading: RMC 10.04 Right of Way Closures – Deputy City Clerk/Administrative Assistant Megan Sims read Ordinance No. 20-008 by title only. This ordinance amends Riverton Municipal Code chapter 10.04. Council Member Schatza moved, seconded by Council Member Hancock to adopt Ordinance No. 20-008 on third and final reading. Roll call vote was conducted and the motion passed unanimously.

EDGE Committee Appointments – City Administrator Tony Tolstedt reported of twenty-one (21) expression of interest forms received to serve on the EDGE Committee. Per Resolution No. 1422, the committee consists of seven (7) members with two (2) alternates. The seven (7) individuals proposed are: Mary Axthelm, Brett Watson, Janet Winslow, Vivian Watkins, Leonard Kosirog, Julie Buller, and Marissa Selvig. The proposed alternates are: Jeremy Hughes, and Lindsey Cox. Council Member Larson moved, seconded by Council Member Rota to accept the Mayoral appointments to the EDGE Committee. Motion passed unanimously.

Concurrence of Fremont County Commissioners Support of Pari-Mutuel Wagering – City Administrator Tony Tolstedt presented the Council with a resolution approved by the Fremont County Commissioners for the allowance of pari-mutuel wagering at 1409 W Main St in Riverton. Pursuant to State Statute, pari-mutuel wagering is allowed in City limits, but approved through the County. The County is requesting concurrence from the Council. Council Member Schatza moved, seconded by Council Member Bailey to support the Fremont County Commissioners decision regarding pari-mutuel wagering at 1409 W Main St. Motion passed unanimously.

Quarterly Fiscal Health Report – Finance Director Mia Harris presented a report to the Council reflecting the City's fiscal health for the 1st quarter of the fiscal year. Mrs. Harris reported on the revenues versus expenditures in the general fund and enterprise funds. Also reviewed were the airport funds. No action was taken.

Council Committee Reports & Council Members' Roundtable – Council Member Schatza commented on the Chamber Halloween event and its successes and reminded the Community of the supplies in need at the PAWS Animal Shelter; Council Member Hancock reported on the Fremont County School District #25 Recreation Board meeting he attended and commented on the fireworks comment previously given; Council Member Rota also reported on the FCSD #25 Recreation Board he attended and reminded the public to lock your cars due to the high amount of car theft happening lately; Council Member Bailey reported on the Airport Board Meeting he attended, reported on the FORCC meeting and projects, and also commented on the Chamber Halloween Event; and Council Member Larson, as well, commented on the FORCC projects.

City Administrator's Report – City Administrator Tony Tolstedt reminded of upcoming meetings: FORCC, EDGE, and Airport Board; commented on and thanked everyone who volunteers as well as the County Elections office for their diligent and successful work on election day; and presented a picture of a repurposed recycling trailer that will now be used for traffic control materials. Mr. Tolstedt thanked Operations Division Manager Brian Eggleston and Equipment Operator Josh Hernandez for their willingness to help make processes work more efficiently.

Mayor's Comments – Mayor Gard commented on and thanked everyone in regards to the Gannett Drive project; thanked the Elections Office for their organization to help ease voting; reported of the emergency management meeting he attended; commented on the RCEDA meeting; thanked all the individuals who submitted expression of interest forms for the EDGE Committee; and briefly discussed the current fireworks ordinance.

Executive Session - Council Member Schatza moved, seconded by Council Member Rota to convene into Executive Session for the purpose of personnel at 8:12 pm. Motion passed unanimously. Mayor Gard invited in City Administrator Tony Tolstedt and Deputy City Clerk/Administrative Assistant Megan Sims. Council Member Schatza moved, seconded by Council Member Rota to reconvene into regular session at 9:03 p.m. Motion passed unanimously.

Adjourn – There being no further business to come before the Council, Council Member Hancock moved, seconded by Council Member Schatza to adjourn the Regular Council meeting at 9:04 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:

**RIVERTON MUNICIPAL COURT
REPORT**

CASH RECEIPTING

SEPTEMBER 25 THROUGH OCTOBER 29, 2020

| TOTAL DOCKETS FOR OCTOBER 160 | | | | | | | | | |
|-------------------------------|---------------------|--------------------|--------------|--------------|---------------|-------------|-------------|-------------|--------------|
| | TOTAL | ADMIN | | | CREDIT | | | | TOTAL |
| DATE | RECVD | FEES | FINES | COSTS | CARD | BOND | VCF | REST | RECVD |
| 9/25-10/1/20 | \$ 3,340.00 | \$ 8.00 | \$ 2,666.00 | \$ 90.00 | \$ 561.00 | | \$ 15.00 | | \$ 3,340.00 |
| 10/2-10/8/20 | \$ 1,536.00 | \$ 14.00 | \$ 741.00 | \$ 50.00 | \$ 641.00 | \$ 85.00 | | \$ 5.00 | \$ 1,536.00 |
| 10/9-10/15/20 | \$ 2,894.00 | \$ 756.00 | \$ 1,237.00 | \$ 45.00 | \$ 706.00 | | \$ 100.00 | \$ 50.00 | \$ 2,894.00 |
| 10/16-10/22/20 | \$ 2,231.00 | \$ 6.00 | \$ 1,629.00 | \$ 70.00 | \$ 526.00 | | | | \$ 2,231.00 |
| 10/23-10/29/20 | \$ 1,390.00 | \$ 6.00 | \$ 1,224.00 | \$ 50.00 | \$ 50.00 | | \$ 60.00 | | \$ 1,390.00 |
| SUB TOTAL | \$ 11,391.00 | \$ 790.00 | \$ 7,497.00 | \$ 305.00 | \$ 2,484.00 | \$ 85.00 | \$ 175.00 | \$ 55.00 | \$ 11,391.00 |
| VCF | \$ 175.00 | | | | | | | | |
| REST | \$ 75.00 | \$20 PD W/ CC 9/29 | | | | | | | |
| BOND M | \$ 85.00 | | | | | | | | |
| OVER PAY | | | | | | | | | |
| <u>BCK GRNDS</u> | | | | | | | | | |
| E Shoshone | | | | | | | | | |
| WRC | \$ 330.00 | | | | | | | | |
| TOTAL | \$ 11,386.00 | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | JUDGE MCKEE | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Eric P. Carr, P.E. – Director of Community Development
THROUGH: Tony Tolstedt – City Administrator
DATE: November 17, 2020
SUBJECT: Re-plat Lot 1, Larsen Family Addition to the City of Riverton
PETITIONER: Diversified Investments, LLC

Recommendation: The City Council approve the Re-plat Lot 1, Larsen Family Addition to the City of Riverton.

Background: The Larsen Family Addition plat was recorded February 2, 2019 and created two lots along the east side of Hill Street between Maddux Road (a.k.a. Mam’s Way) and West Main Street. More specifically, the plat divided a 5 acre parcel containing a single family residence into two separate parcels; a 2 acre parcel containing the existing residence (Lot 2), and another 3 acre vacant parcel (Lot 1).

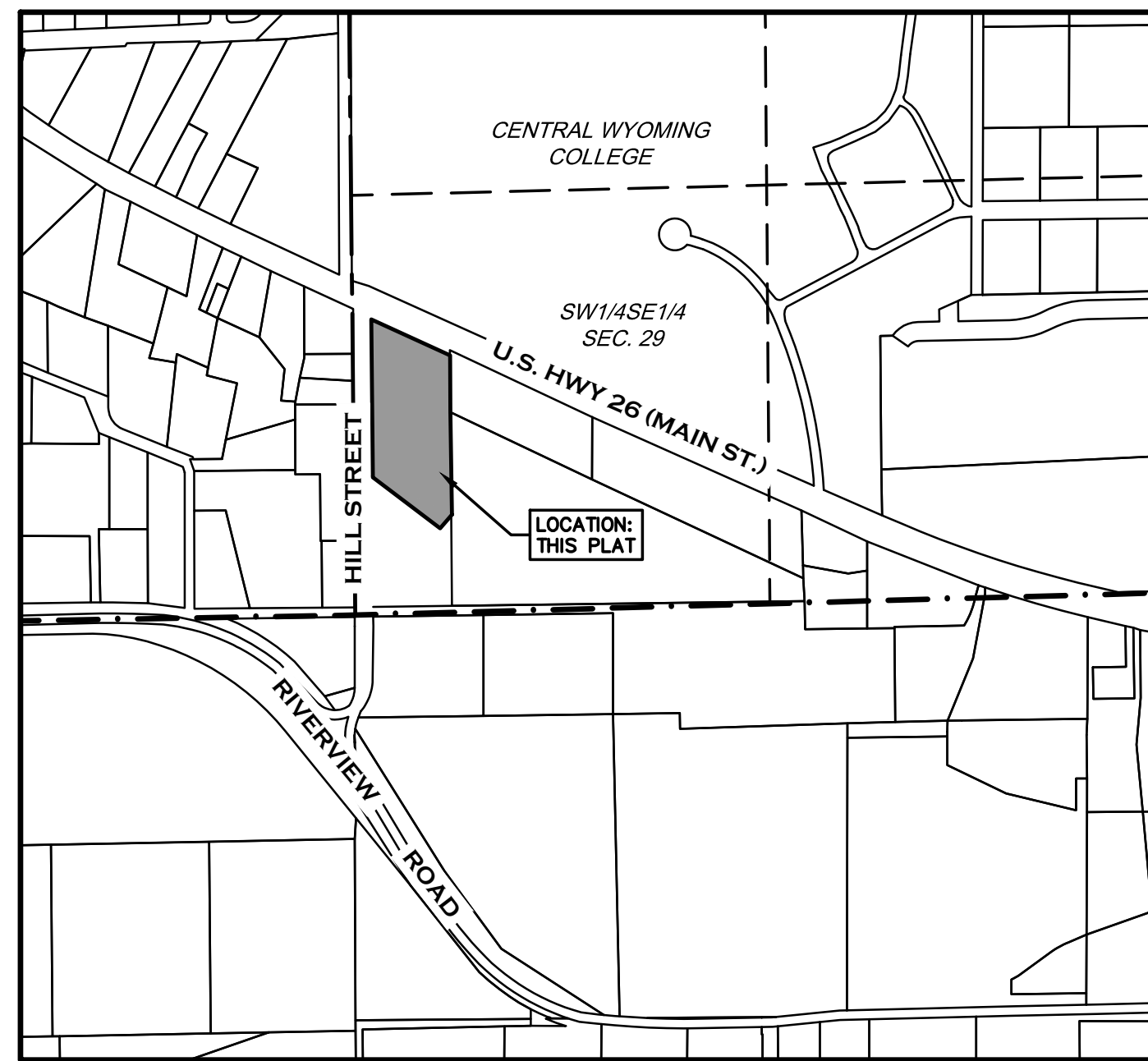
Discussion: This re-plat of Lot 1, Larsen Family Addition now seeks to divide Lot 1 into two separate parcels (Lot 1A & Lot 1B). Lot 1A is proposed as 1.36 acres, and Lot 1B is proposed as 1.69 acres. A 40-ft wide access and utility easement will divide Lot 1A and Lot 1B. This easement will allow access to the 8.5 acre parcel to the east also owned by the petitioner.

Notifications to surrounding properties were sent with no responses as of the publication date of this packet. The Planning Commission reviewed this re-plat at their November 5th, 2020 regular meeting and recommended approval unanimously.

Alternatives:

- Do not approve the re-plat as proposed.
- Approve the re-plat with amendments or stipulations.

Budget Impact: There is no immediate budget impact resulting from the staff recommendation.



LOCATION MAP
NO SCALE

**CITY OF RIVERTON
PLANNING COMMISSION CERTIFICATE**

This Plat of Replat Lot 1, Larsen Family Addition to the City of Riverton, Fremont County, Wyoming approved by the City of Riverton Planning Commission this _____ day of _____, 2020.

Robert Scheidemantel, Chairman

APPROVED

City Council of Riverton

Date: _____

By: _____

Richard P. Gard, Mayor

By: _____

Kristin S. Watson, Clerk

CLERK OR RECORDER'S CERTIFICATE

This plat of Replat Lot 1, Larsen Family Addition to the City of Riverton was filed in the office of Clerk and Recorder of Fremont County at _____ o'clock _____ M., on the _____ day of _____, 2020, and is duly recorded in Plat Cabinet _____, page _____, Document No. _____

Julie Freese
County Clerk and Recorder

Deputy County Clerk and Recorder

NOTES

1. THE IRRIGATION EASEMENTS SHOWN HEREON ARE TO SERVE AS ACCESS EASEMENTS FOR THE PURPOSES OF MAINTAINING THE IRRIGATION DITCHES, PIPELINES AND APPURTENANCES.
2. ZONING FOR LOT 1A IS TO BE CH-COMMERCIAL HIGHWAY, ZONING FOR LOTS 1B IS TO RETAIN CURRENT ZONING OF R-A, REFERENCE CITY OF RIVERTON MUNICIPAL CODE FOR ALLOWED USES.

CERTIFICATE AND DEDICATION OF TITLE

Know all men by these presents that Diversified Investments LLC is the owner in fee simple of all that real property described as follows:

Lot 1, Larsen Family Addition, City of Riverton, Fremont County, Wyoming

Be it further known that Diversified Investments LLC has caused this property to be platted into lots, and easements, as shown hereon and designated the same to be henceforth known as Replat Lot 1, Larsen Family Addition to the City of Riverton, County of Fremont, State of Wyoming; and does hereby dedicate for their intended use the access, utility, irrigation, and drainage easements shown hereon.

Witness my hand this _____ day of _____, 2020.

Michael V. Bailey, Agent for Diversified Investments LLC

STATE OF WYOMING } S.S.
COUNTY OF FREMONT }

This Instrument was acknowledged before me on _____, 2020, by Michael V. Bailey.

Notary Public

My commission expires

SURVEYOR'S CERTIFICATION

STATE OF WYOMING } S.S.
COUNTY OF FREMONT }

I, Thomas A. Johnson, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of Replat of Lot 1, Larsen Family Addition to the City of Riverton, containing 3.05 acres (132,788 Square feet) more or less, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property made by me and under my supervision and correctly shows the location and dimensions of the lots and easements of said subdivision as the same are staked upon the ground in compliance with Fremont County Subdivision regulations governing the subdivision of land.

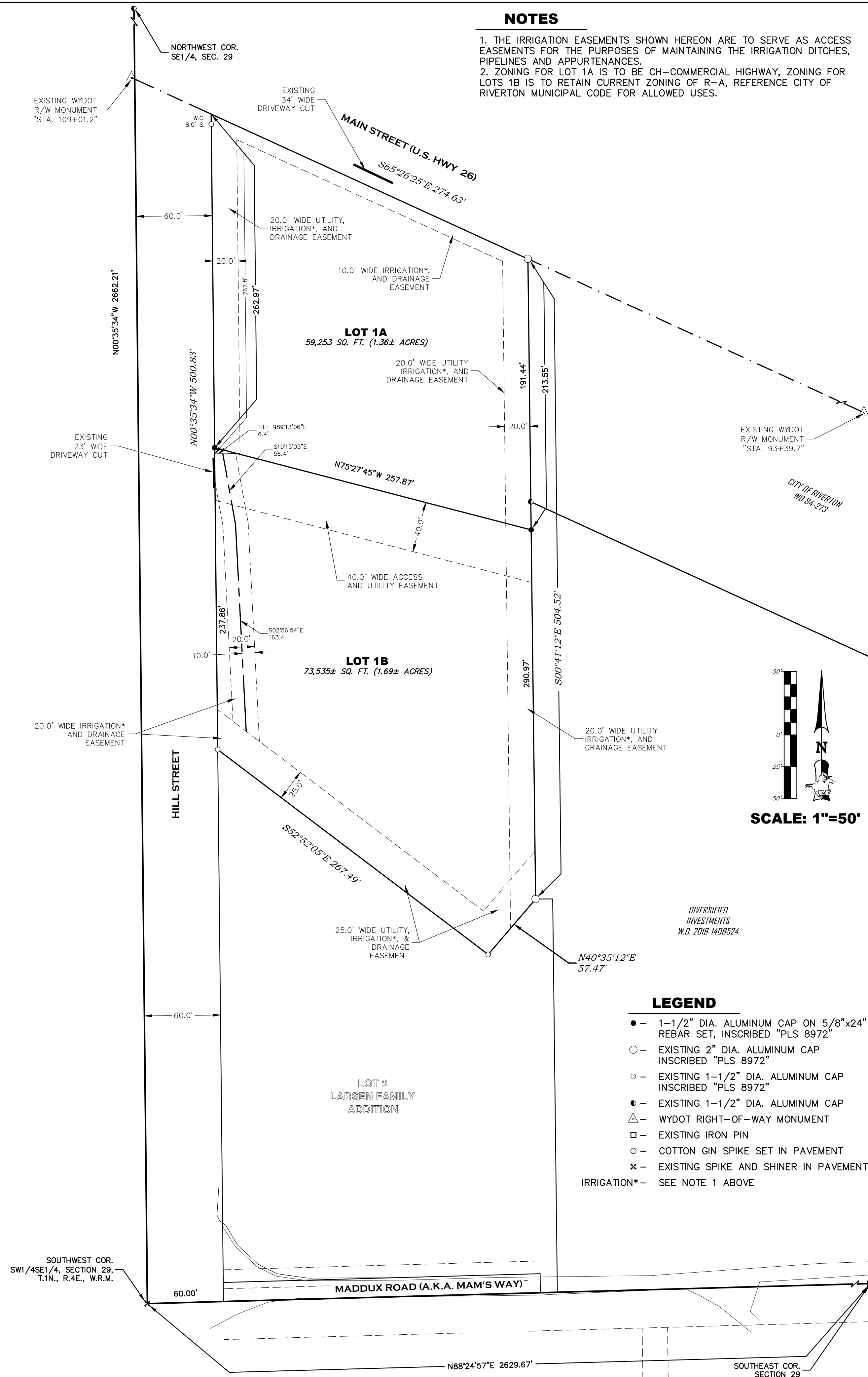
In witness whereof I have set my hand and seal this _____ day of _____, 2020.

Thomas A. Johnson, PLS No. 8972

Subscribed and sworn to before me this _____ day of _____, 2020, by Thomas A. Johnson

Notary Public

My commission expires



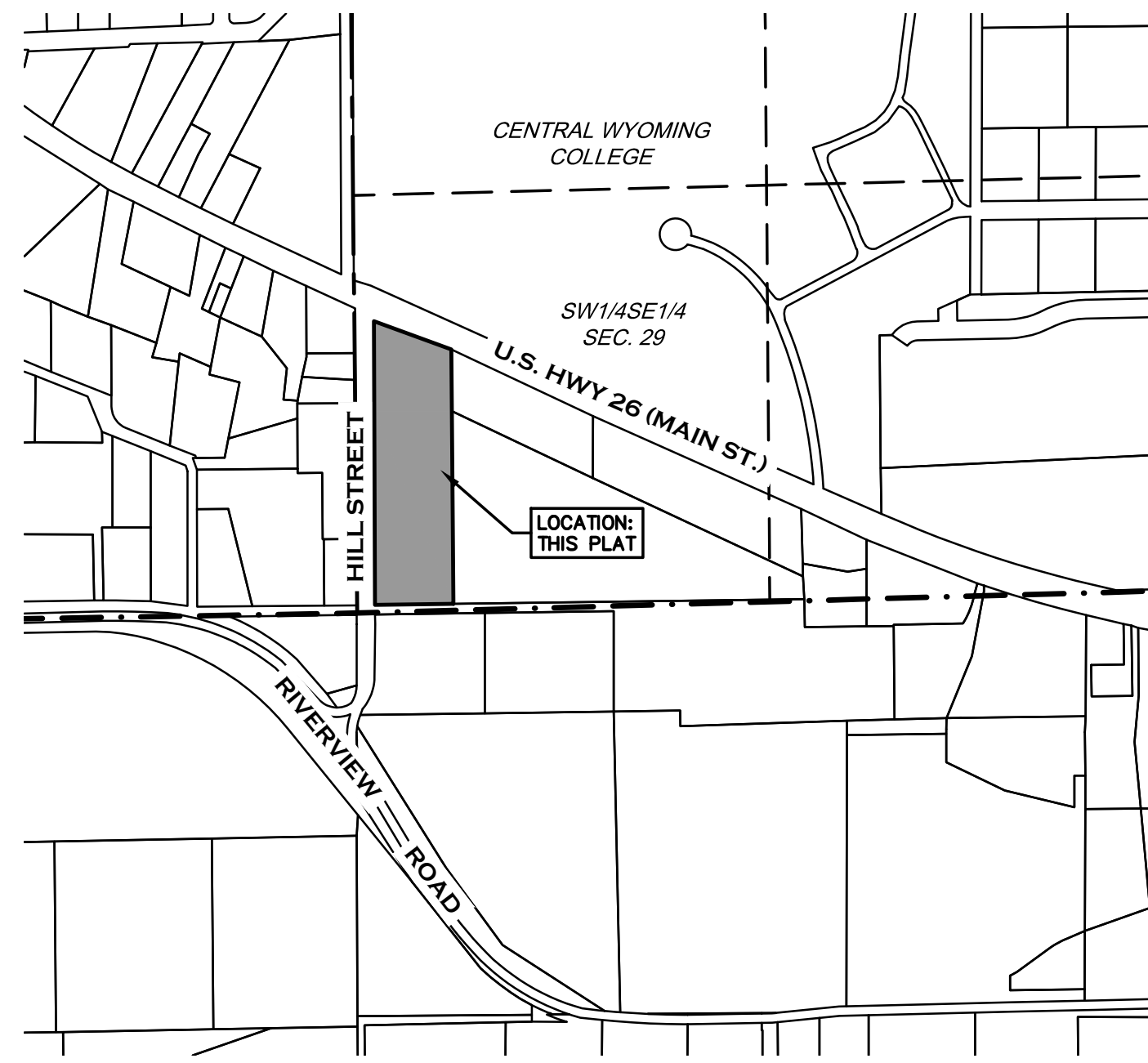
SCALE: 1"=50'

LEGEND

- - 1-1/2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET, INSCRIBED "PLS 8972"
- - EXISTING 2" DIA. ALUMINUM CAP INSCRIBED "PLS 8972"
- - EXISTING 1-1/2" DIA. ALUMINUM CAP INSCRIBED "PLS 8972"
- - EXISTING 1-1/2" DIA. ALUMINUM CAP
- △ - WYDOT RIGHT-OF-WAY MONUMENT
- - EXISTING IRON PIN
- - COTTON GIN SPIKE SET IN PAVEMENT
- ✱ - EXISTING SPIKE AND SHINER IN PAVEMENT
- IRRIGATION* - SEE NOTE 1 ABOVE

**REPLAT OF
LOT 1
LARSEN FAMILY ADDITION
TO THE
CITY OF RIVERTON, WYOMING**

**LOCATED IN
SW1/4SE1/4, SECTION 29,
T.1N., R.4E., W.R.M.,
FREMONT COUNTY, WYOMING**



COUNTY COMMISSIONERS CERTIFICATE

This plot is hereby approved by the Board of Commissioners of Fremont County, Wyoming for filing with the Clerk and Recorder provision that approval in no way obligates financing or construction any of the improvements on common areas.

Dated this _____ day of _____, 2018.

 Travis Becker, Chairman

Witness me _____

 Julie Freese
 County Clerk and Recorder

CITY OF RIVERTON PLANNING COMMISSION CERTIFICATE

This Plot of Larsen Family Addition to the City of Riverton, Fremont County, Wyoming approved by the City of Riverton Planning Commission this _____ day of _____, 2018.

 Garth Yeates, Chairman

APPROVED

City Council of Riverton
 Date: _____

By: _____
 Richard P. Gard, Mayor

By: _____
 Kristin S. Watson, Clerk

CLERK OR RECORDER'S CERTIFICATE

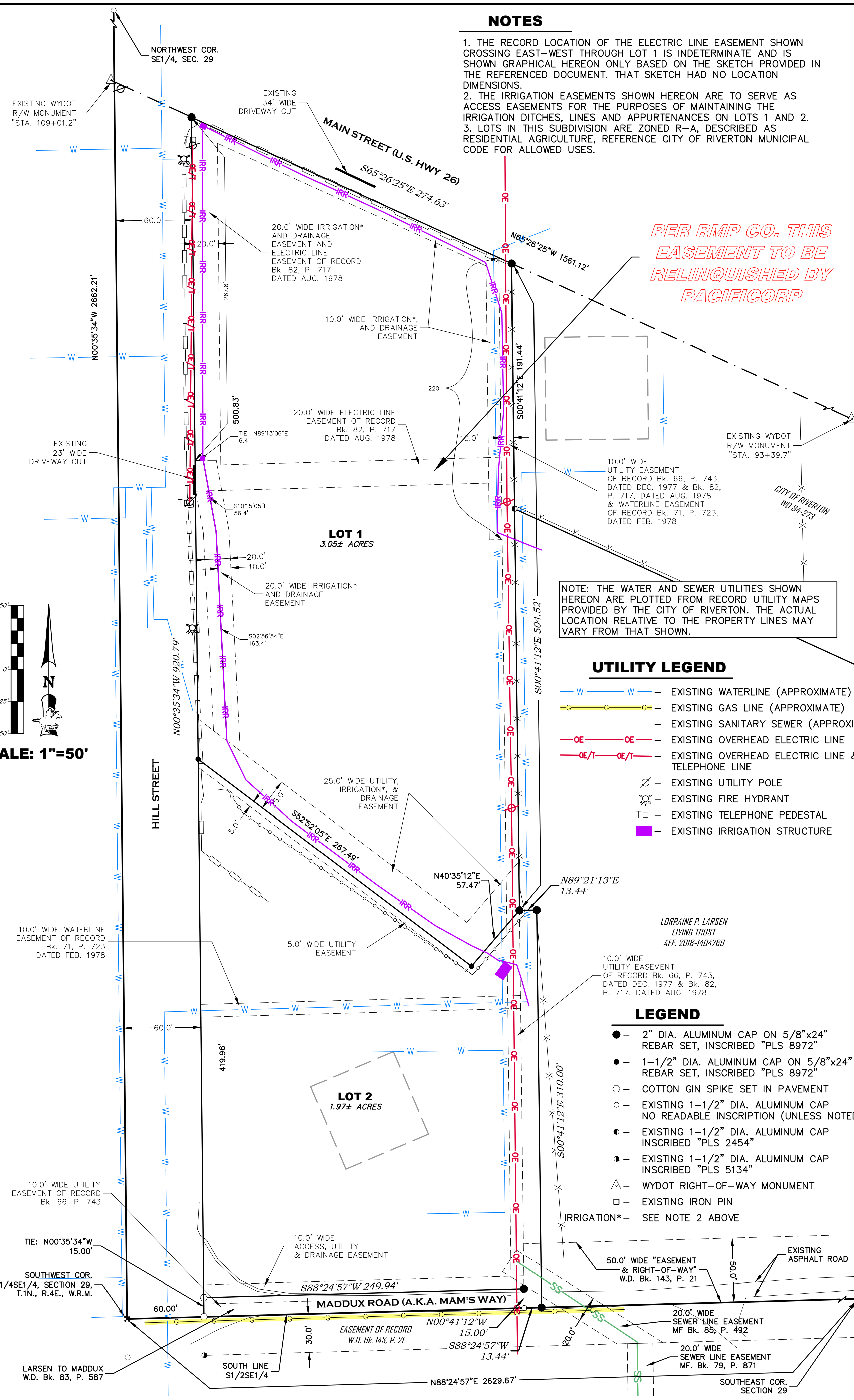
This plat of Larsen Family Addition to the City of Riverton was filed in the office of Clerk and Recorder of Fremont County at _____ o'clock _____ M., on the _____ day of _____, 2018, and is duly recorded in Plat Cabinet _____ page _____ Document No. _____

CONTACT INFORMATION FOR DEVELOPERS:

Keith Larsen
 15 Hill Street
 Riverton, Wyoming 82501
 keithg177@gmail.com
 ph. 307-851-5777

 Julie Freese
 County Clerk and Recorder

 Deputy County Clerk and Recorder



CERTIFICATE AND DEDICATION OF TITLE

Know all men by these presents that the Lorraine P. Larsen Living Trust, Dated July 16, 2018 is the owner in fee simple of all that real property described as follows:
 A parcel of land located in the SW1/4SE1/4, Section 29, T.1N., R.4E., W.R.M., Fremont County, Wyoming being more particularly described as follows:
 Commencing at the southwest corner of the SW1/4SE1/4, said Section 29; thence N88°24'57"E, along the south line of said SW1/4SE1/4, 60.00 feet; thence N00°35'34"W 15.00 feet to the point of beginning; thence continue N00°35'34"W 920.79 feet to the south right-of-way line of U.S. Highway 26; thence S65°26'25"E, along said south right-of-way line, 274.62 feet; thence S00°41'12"E 504.52 feet; thence N89°21'13"E 13.44 feet; thence S00°41'12"E 310.00 feet more or less to the south line of said SW1/4SE1/4; thence S88°24'57"W, along said south line, 13.44 feet; thence N00°41'12"W 15.00 feet; thence S88°24'57"W, parallel with said south line, 249.94 feet to the point of beginning of this description.

Be it further known that the Lorraine P. Larsen Living Trust, through its Successor Trustees has caused this property to be platted into lots, and easements, as shown hereon and designated the same to be henceforth known as Larsen Family Addition to the City of Riverton, County of Fremont, State of Wyoming; and does hereby dedicate for their intended use the access, utility, irrigation, and drainage easements shown hereon.

Witness my hand this _____ day of _____, 2018.

 Keith G. Larsen, Successor Trustee of
 Lorraine P. Larsen Living Trust Dated July 16, 2018

STATE OF WYOMING } S.S.
 COUNTY OF FREMONT }
 This Instrument was acknowledged before me on _____, 2018.
 by Keith G. Larsen.

 Notary Public

My commission expires _____

Witness my hand this _____ day of _____, 2018.

 Mark J. Larsen, Successor Trustee of
 Lorraine P. Larsen Living Trust Dated July 16, 2018

STATE OF WYOMING } S.S.
 COUNTY OF FREMONT }
 This Instrument was acknowledged before me on _____, 2018.
 by Mark J. Larsen.

 Notary Public

My commission expires _____

SURVEYOR'S CERTIFICATION

STATE OF WYOMING } S.S.
 COUNTY OF FREMONT }

I, Thomas A. Johnson, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of the Larsen Family Addition to the City of Riverton, containing 5.02 acres (218,547 square feet) more or less as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property made by me and under my supervision and correctly shows the dimensions of the lots and easements of said subdivision as the same are staked in compliance with Fremont County Subdivision regulations governing the subdivision.

In witness whereof I have set my hand and seal this _____ day of _____, 2018.

Subscribed and sworn to before me this _____ day of _____, 2018.
 by Thomas A. Johnson

 Notary Public

My commission expires _____

**PLAT OF
 LARSEN FAMILY ADDITION
 TO THE
 CITY OF RIVERTON, WYOMING**
 LOCATED IN
 SW1/4SE1/4, SECTION 29,
 T.1N., R.4E., W.R.M.,
 FREMONT COUNTY, WYOMING

CITY COUNCIL STAFF REPORT

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

FROM: Tony Tolstedt – City Administrator

DATE: November 13, 2020

SUBJECT: Sale of land particularly described as RIW Industrial Lot 1

Recommendation: That City Council accept an offer from Robin Dolcater to purchase real property (RIW Industrial Lot 1) from the City of Riverton in the amount of 92,000.00 for the purpose of economic development pursuant to W.S. 15-1-112.

Background:

The City of Riverton is in receipt of an offer from Robin Dolcater regarding the property particularly described as RIW Industrial Lot 1.. The Goods expressed their interest in obtaining the property for development of a commercial building as denoted in the attached statement from the buyer. Staff alerted Council to the potential sale at a previous Council meeting per.

Upon receipt of the attached offer, Staff, pursuant to W.S. 15-1-112, began a three-week advertisement of the sale, culminating with a public hearing on the sale. Pursuant to W.S. 15-1-112 a realtor's opinion of cost was performed on the property and that document is attached for review. It is the understanding of staff that this meets the appraisal requirement. A letter denoting the intended business use was provided by the buyer and is attached for review. **A copy of the legal advertisement is also attached.**

Discussion:

The Council chose to set advertised sale prices by agreement at the 2/18/2020 council meeting in an effort to promote sale of City owned properties located near the airport. The property proposed for purchase is currently listed at \$100,000.00. The City has received no additional offers or communication on this property either before or after the advertisement for sale.

As the proposed use of the ground is the development of a commercial building for the purpose of business, Council may choose to sell the property without accepting bids following publication of the proposed sale pursuant to statute. This method is proposed.

Alternatives:

- Reject the current offer for the property.
- Accept the offer with conditions.

Budget Impact: If accepted the City would ultimately receive \$92,000.00 (minus applicable fees) for the sale of the property. Net proceeds are estimated by the realtor at \$86,480.00 and the analysis is attached.

Council Goals: This sale directly pertains to Council Goal #6: *Promote Economic Development.*



COMPARATIVE MARKET ANALYSIS

CMA Presentation

Prepared for:

City of Riverton
Riverton WY,
Friday, November 13, 2020

Prepared By:

Ivan J Judd
Home Source Realty
804 W Main
Riverton, WY 82501

Cell: 307-851-0147
ruralhome@wyoming.com

COMPARABLE REPORT



| | | | | |
|------------------|--------------------|-------------------------|-----------------|-----------------|
| MLS # | Subj Prop 20200960 | 20170141 | 20172799 | 20200959 |
| Status | ACTIVE | SOLD | SOLD | SOLD |
| Type | Industrial Land | Development Residential | Commercial Land | Industrial Land |
| Area | FREMONT COUNTY | FREMONT COUNTY | FREMONT COUNTY | FREMONT COUNTY |
| Total # of Acres | 4.33 | 3.91 | 17.00 | 1.80 |
| Electric | Yes | Yes | Yes | Yes |
| Water | Public | Public | Other | Public |
| Sewer | Public | None | None | Public |

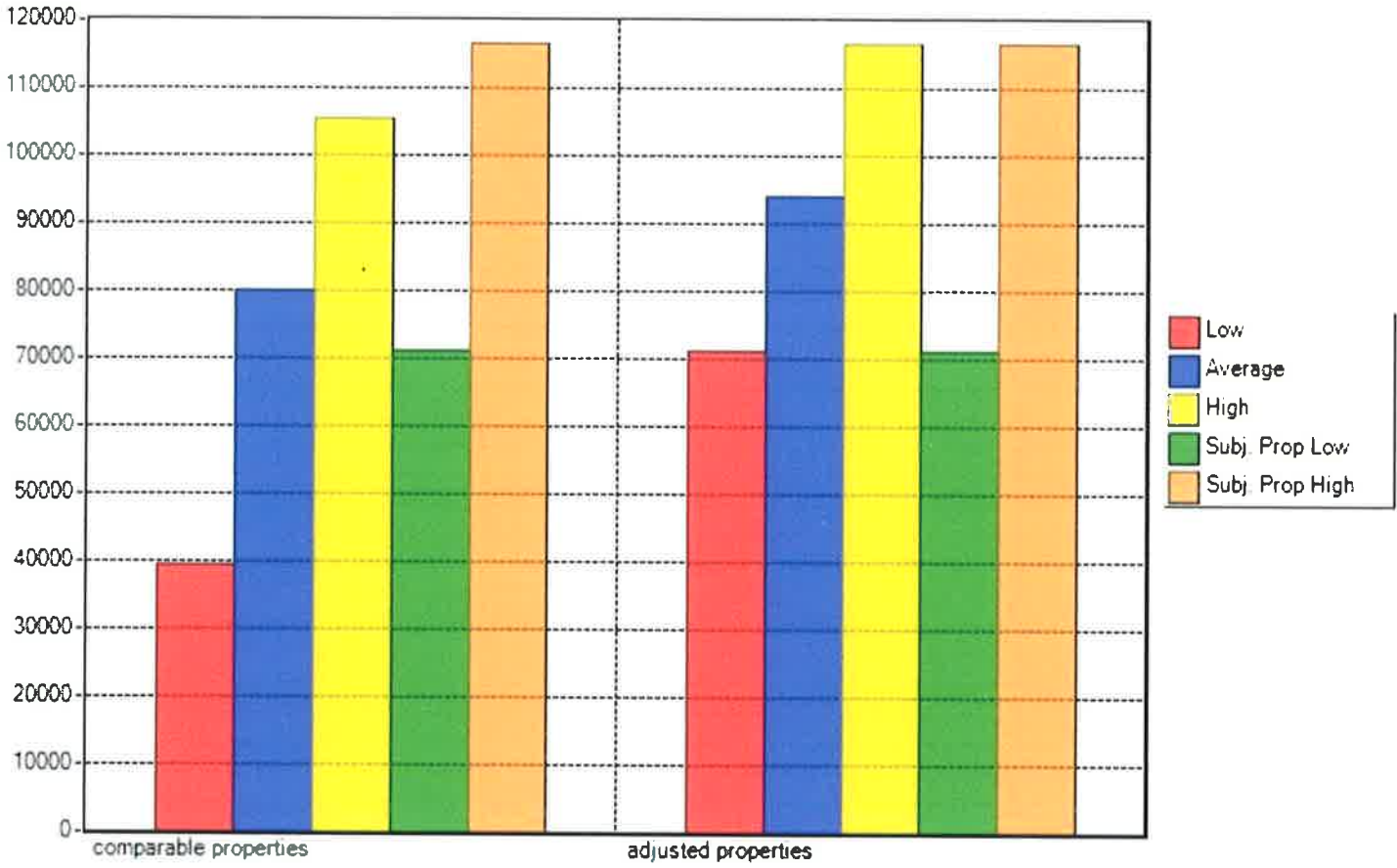
Adjustments:

| | | | | |
|---------------------------|------------------|------------------|------------------|------------------|
| Total # of Acres | \$0 | +\$11,278 | -\$24,197 | +\$54,816 |
| Total Adjustments: | \$0 | +\$11,278 | -\$24,197 | +\$54,816 |
| Adjusted Price | \$100,000 | \$116,278 | \$70,803 | \$93,816 |

LOTS AND LAND Summary Statistics

| | HIGH | LOW | AVERAGE | MEDIAN |
|-----------------------|-----------|----------|-----------|-----------|
| Price: | \$160,000 | \$44,000 | \$118,000 | \$150,000 |
| Selling Price: | \$105,000 | \$39,000 | \$79,666 | \$95,000 |
| Adj Price: | \$116,278 | \$70,803 | \$93,632 | \$93,816 |

COMPARABLE PRICE ANALYSIS



| Comparable Price Analysis | Price |
|---------------------------|------------------|
| Low | \$39,000 |
| Average | \$79,666 |
| High | \$105,000 |
| Adjusted Price Analysis | Adjusted Price |
| Low | \$70,803 |
| Average | \$93,632 |
| High | \$116,278 |
| Suggested List Price | |
| Low | \$70,803 |
| High | \$116,278 |

MAP OF PROPERTIES



Google

Map data ©2020

Subject Property
 Active
 Sold
 Pending
 Off-Market
 Rented
 Expired

| Map No. | MLS# | Address | Address 2 | City/State/Zip | Price |
|---------|---------------|--------------------------|------------|-------------------|-----------|
| 1 | Sub. Property | 0000 Cessna Drive | Airport Rd | Riverton WY 82501 | \$100,000 |
| 2 | 20170141 | 3380 W Main Street | | Riverton WY 82501 | \$105,000 |
| 3 | 20172799 | 4415 Valley View Road | | Riverton WY 82501 | \$95,000 |
| 4 | 20200959 | 3550 Chandelle Boulevard | Cessna | Riverton WY 82501 | \$39,000 |



Ivan J. Judd, Associate Broker, ALC



Listing Market Analysis RIW Industrial Park, Lot 1 Riverton, Wyoming

What it means.....and the value of your property.

This report is an estimate of value based on the Comparable Sales Analysis Method. This method considers that the most accurate estimation of value is the price in terms of dollars which a ready and able Buyer, not forced to buy, and which a ready and willing seller, not forced to sell, would accept. This assumes further that both parties are fully informed, act reasonably, and have sufficient time to consider the transaction with due care. The methodology used is broken down in the following reports. As you can see, the properties are analyzed with monetary adjustments made for their individual differences. The theory is that these adjustments will bring all of the Comparables to a close average. This number should then reflect the accurate Market Value.

It is important to remember that this is the same method used by the Residential Appraiser. In numerous occasions the REALTOR© and the Appraiser will pick the same Comparables. In fact, the appraiser obtains their data from the REALTORS© Multiple Listing Service. It should be the REALTORS© goal to anticipate the best Market Value and solicit the property at that price.

Conclusion

Market Value as of November 13, 2020.

\$70,803 - \$116,278


Ivan J. Judd
Broker Associate

11-13-2020

Date

This is an opinion of price and is not a certified appraisal of the market value of the property. If such an appraisal is desired, the service of a certified appraiser must be obtained.

CONTRACT TO BUY AND SELL REAL ESTATE
(FARM & RANCH)
(VACANT LAND)

Prepared: October 20, 2020
Riverton, Wyoming

I. OFFER TO PURCHASE dated October 20, 2020, from
Robin Dolcater

City of Riverton, Wyoming ("Buyer"), to

("Seller"). Subject to the provisions of this offer, if accepted by Seller, Buyer agrees to buy and Seller agrees to sell the following described real estate situated in the town or city of Riverton, in the County of Fremont, Wyoming, commonly known as 0000 Cessna Drive, Riverton, WY 82501 and more particularly described as: RIW Industrial Park Lot 1

with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear expected, and including all personal property described herein (hereinafter "Property").

II. EARNEST MONEY. Buyer delivers \$ 2,000.00 in the form of personal check

to Broker working with the Buyer, Home Source Realty Inc (Selling Brokerage Firm Name),
(select one):

herewith, which Broker working with the Buyer acknowledges having received, or
 no later than 72 hours after mutual acceptance hereof (said funds to be delivered to Listing Brokerage Firm or Closing Agent by the close of the next banking day from receipt of Buyer (if funds are sent directly to Closing Agent, Broker working with Buyer shall send notice to Listing Brokerage Firm concurrent with such transfer). Listing Brokerage Firm, Home Source Realty, Inc. shall deposit such funds (in its trust account) or (in an appropriate trust account with Wyoming Title Service as Closing Agent). The deposit by Listing Brokerage Firm shall be completed by the close of the next banking day following its receipt from Broker working with the Buyer, or from Buyer, and shall retain such funds in such account. If the earnest money deposit is not received as described in this section, this contract shall be void. Listing Brokerage Firm or Closing Agent shall not disburse such deposit until funds have cleared the bank(s) and, if this offer has been accepted, until closing or until the parties hereto have otherwise agreed in writing regarding disbursement of such funds.

III. PURCHASE TERMS. Buyer agrees to buy the above-described property upon the following terms and conditions and for a purchase price of (\$ 92,000.00)
Ninety-Two Thousand

Dollars payable as follows:
\$ 2,000.00 earnest money deposit; and at least
\$ ////////// by obtaining a new loan (per Section IV A); and/or
\$ ////////// note and mortgage to Seller (see Section XV Additional Provisions for Terms); and/or
\$ ////////// (other) ////////// ;
\$ 90,000.00 (approximate) balance of purchase price to be paid in collected or immediately available funds acceptable to the closing firm.

IV. LOAN TERMS.

A. ~~If a new loan is to be obtained, describe and add special terms, if any: Loan Type/Terms~~

~~Said loan to be amortized for a period of _____ years at an initial interest rate not to exceed _____ % per annum resulting in initial (monthly) (annual) (select one) payment of principal and interest of approximately \$_____ . If Buyer agrees to accept and can qualify for terms other than the above, the approval of the Seller shall not be required, provided the Seller incurs no additional expense as a result thereof.~~

53 V. LOAN APPLICATION. If a new loan is to be applied for by Buyer, Buyer agrees to:
54 A. Complete and tender the loan application to lender within _____ banking days following Seller's acceptance
55 of this offer. If applicable, Buyer also agrees to cooperate with lender and complete any required steps in conjunction
56 with a credit report and appraisal.
57 B. Buyer shall provide a loan approval letter by the close of business on _____ (date).
58 "Approval" means that a firm commitment has been made from a Wyoming licensed mortgage lender/broker or a person
59 or agency listed in W.S. § 40-23-105 and if necessary accepted by Buyer, for an amount no less than that stated in
60 Section III above. Furthermore, the letter must state that the loan has been reviewed and approved and is unconditional
61 subject only to appraisal and acceptable title as stated in Section VIII Title, and that the Buyer's cash to close has been
62 verified by lender.
63 C. Complete and promptly tender to Lender any and all documents and other information required to process the
64 application;
65 D. Not withdraw the assumption or loan application or intentionally cause any change in circumstances which would
66 prejudice such application; Accept the assumption or loan if approved by Lender at above-stated terms and
67 conditions.
68 E. In the event that Buyer, after having complied with the requirements set forth in Section V, A through D above, fails to
69 qualify for such financing and provides Seller with a written letter of declination by Lender, this Contract shall be
70 voidable at the option of Buyer or Seller, by sending written notice to Seller within 5 days of Buyer's notice of
71 declination by Lender. If voided by Buyer or Seller pursuant to this clause, the earnest money deposit received for
72 above shall be returned to Buyer subject to the requirements of Section II above and this Contract shall terminate.
73

74 VI. CLOSING COSTS.

75 A. Buyer shall pay the following loan and closing costs in cash or certified funds at closing, or on the date specified by
76 lender:
77 1. Loan origination fee, discount points, credit report, appraisal, inspections and/or certifications;
78 2. Any other costs of securing financing;
79 3. Any prepaid tax, leases/permits;
80 4. Recording fees for warranty deed and mortgage;
81 5. Fees for the title insurance policy as described in Section VIII B below.
82 6. Other: None
83
84 B. Seller shall pay the following closing costs in cash or certified funds at closing:
85 1. Recording fee for any mortgage releases, deed preparation, statement of consideration and Owner's title insurance
86 policy as stated in Section VIII B below;
87 2. Other: None
88
89 C. Closing fee shall be paid by (Buyer) (Seller) (Split between Buyer and Seller evenly) (select applicable)
90
91 D. General taxes for the year of closing based on the most recent assessment shall be apportioned through date of
92 closing.
93 E. Irrigation assessments will be paid as follows none
94

95 VII. ITEMS INCLUDED IN PURCHASE PRICE.

96 A. Price shall include all fixtures currently on premises, including but not limited to, ~~all lighting, heating and plumbing~~
97 ~~fixtures~~, all outdoor plants, air conditioning, ventilating fixtures and evaporative coolers, built-in appliances, permanently
98 attached floor coverings, storm windows and doors, screens, garage door openers and controls, smoke/fire detection
99 devices, curtain and drapery rods, attached TV antennas, TV satellite dish and controls (if owned by Seller), attached
400 mirrors, awnings, water softeners (if owned by Seller), propane tanks (if owned by Seller), heating stove(s) and
404 fireplace inserts, gates, auto gates/cattle guards and irrigation/domestic water systems, ~~stock tanks (delete items not~~
102 ~~included), and~~
103 none
104 PROVIDED, HOWEVER, that the following fixtures of a permanent nature are to be EXCLUDED from the sale:
105 none
106 Seller agrees to remove all such excluded fixtures in a workmanlike manner without causing damage to the premises,
107 on or before the date of possession or closing, whichever is sooner. Any such damages shall be repaired at
108 Seller's expense.

- 109 B. The price shall also include the following personal property items currently on the premises: **(Personal property shall**
 110 **be transferred with a sufficient Bill of Sale):** none
 111 _____
 112 _____
 113 in the condition as stated in Section X below.
- 114 C. To include the following mineral rights: **None reserved unto the Seller.**
 115 _____
 116 _____
- 116 D. To include the following lease, licenses, easements, agreements and permits (surface damage, grazing, water discharge,
 117 oil and gas, wind etc.): **None**
 118 _____
 119 _____
- 119 E. To include the following water rights (ground, surface, reservoir, pipeline and stockwater): **None**
 120 _____
 121 _____
- 121 F. To include the following growing crops: **None**
 122 _____
 123 _____
- 123 G. The price shall also include any propane or other heating liquid remaining in any tank on the premises on date of
 124 closing.
 125 _____

126 **VIII. TITLE.**

- 127 A. Title shall be conveyed to the following named Buyer(s):
 128 **Robin L. Dolcater**
 129 as (Sole Owners), (Husband and Wife), (Joint Tenants with Rights of Survivorship), (Tenants in Common),
 130 (LLC), (Partnership), (Corporation), (Trust) *(Buyer select one.)*
- 131 B. Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy in an amount
 132 equal to the purchase price, showing merchantable title in Seller. Seller agrees to deliver the title insurance commitment
 133 to Buyer no later than **November 18, 2020**, and deliver the policy to Buyer without
 134 unreasonable delay after closing and pay the premium thereon at the time of closing. Buyer, within **14** days
 135 of receipt of the title insurance commitment and exceptions, encroachments, covenants, and/or easements identified
 136 therein shall identify and provide to the Seller, in writing, notice of any title defects which Buyer is requesting be
 137 addressed before closing. Buyer shall pay for any Mortgagee's title policy and any endorsements required by Lender or
 138 Buyer.
- 139 C. Title shall be merchantable in Seller. Seller agrees to execute and deliver a general warranty deed, or
 140 ////////////////////////////////////
 141 deed, including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer
 142 conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local
 143 improvement districts, irrigation ditch right of ways, guaranteed revenues to utility companies, building and zoning
 144 regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of
 145 record and the following additional encumbrances to include unrecorded easements which shall NOT be released or
 146 discharged at closing: **none**
 147 _____
 148 _____
- 149 D. Except as stated in Section VIII C above, if title is not merchantable or otherwise recordable and written notice of such
 150 defects in title is given by Buyer to Seller or Listing Broker within the time herein provided for delivery of deed and
 151 shall not be rendered merchantable within 30 days after such written notice, then this contract, at Buyer's option, may be
 152 specifically enforced or may be declared void and of no effect, and each party hereto shall be released from all
 153 obligations hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer;
 154 PROVIDED, HOWEVER, that in lieu of correcting such defects, Seller may, within said 30 days, obtain a commitment
 155 for Owner's title insurance policy in the amount of the purchase price reflecting title insurance protection in regard to
 156 such defects, and Buyer may elect to accept the then existing title insurance in lieu of such merchantable title, in which
 157 case Buyer shall be deemed to have waived such defect. Seller shall pay the full premium for such Owner's title
 158 insurance policy.
- 159 E. The Property being transferred in this transaction may consist of the Mineral Estate (if all or any portion is owned by
 160 the Seller) and the Surface Estate. The "Mineral Estate" means all oil, gas, and other minerals in or under the
 161 Property, any royalty under any existing or future lease covering any part of the Property, surface rights (including
 162 rights of ingress and egress), production and drilling rights, lease payments and all related benefits. Unless
 163 previously separated through a recorded reservation of the mineral rights, the Property being conveyed consists of
 164 both estates. If the Mineral Estate is owned by Seller, the Seller will convey the Mineral Estate as part of this
 165 transaction unless specifically reserved, in whole or in portion, as part of this Agreement. If the Seller is reserving

any portion of the Mineral Estate, such reservation must be included in the Warranty Deed. If the Mineral Estate has been previously separated from the Surface Estate, third parties may have rights to enter and use the surface of the property in the testing, exploration and production of the underlying minerals. The title insurance policy does not provide information on whether the mineral estate or any portion thereof has been reserved and severed from the surface estate. Buyer is advised to timely consult legal counsel with respect to such matters.

F. Buyer acknowledges and agrees that Buyer has been advised to carefully review the title commitment and any other rights (water, mineral, air) and all exceptions, encroachments, covenants, easements, and related matters described therein or otherwise identified.

Other than the defects submitted to the Seller in writing pursuant to VIII B. above, or in the event no title issues are raised in writing by Buyer, Buyer accepts the condition of title as satisfactory.

IX. CLOSING AND POSSESSION.

A. Closing shall occur on or before Dec. 20, 2020, or as otherwise mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of the original Contract.

B. Possession shall be delivered to Buyer on upon funded closing, ////////// a.m. p.m. or as otherwise mutually agreed in writing between the parties. If Seller fails to deliver possession by the date herein specified, Seller shall be subject to eviction by Buyer. This remedy is in addition to any other remedies Buyer may have.

C. Possession shall be subject to the following leases or tenancies: none

1. Copies of all leases and/or tenants' written verifications of rental terms, security/damage deposits and status are attached hereto and accepted by Buyer. Seller agrees to notify Buyer of any change in tenant status immediately.

X. CONDITION OF PROPERTY.

A. Seller represents that upon execution of this Contract:

1. There are no known violations of applicable city, county and/or state subdivision, zoning, building and/or public health codes, ordinances, laws, rules and regulations and any recorded covenants in force and effect as of that date except: none

NOTE: Whether a property meets the above codes, ordinances, laws, rules and regulations is a technical question which may require special expertise. If the Buyer has concerns about these issues, the Buyer should contact the applicable departments of the city, county, and/or state or retain a firm with specialized expertise to investigate the issue.

2. The property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary wear and tear excepted, unless otherwise agreed in this Contract.

3. *Property Disclosure. (Initial a or b).*

BUYER SELLER A. The condition of the property is as stated in the Property Disclosure, an accurate and complete copy of which is attached hereto and incorporated herein by this reference.

RD BUYER SELLER B. A Property Disclosure is not available.

4. Buyer may, at Buyer's option and expense, inspect the property as provided in Section XI INSPECTIONS below.

B. Buyer acknowledges and agrees that, upon execution of this Contract:

1. Buyer is not relying upon any representations of Seller or Seller's Agents or representatives as to any condition which Buyer deems to be material to Buyer's decision to purchase this property; and

2. Buyer has been advised by Broker working with the Buyer of the opportunity to seek legal, financial, construction, air quality (such as mold) environmental (such as radon and lead-based paint) and/or professional property inspection services regarding this purchase.

3. **SQUARE FOOTAGE/ACREAGE VERIFICATION:** Buyer is aware that any reference to square footage or acreage of the real property or improvements is approximate. If square footage or acreage is material to the Buyer, it must be verified during the inspection period.

XI. INSPECTIONS.

A. ~~Buyer may obtain, at no expense to Seller, electrical, mechanical, structural, air quality (such as mold), environmental (such as lead-based paint, radon), and/or other inspections of the property by qualified professional inspectors and/or engineers, and shall pay for any damage to Seller's property caused by such inspectors and/or engineers. Buyer, or~~

designee, shall have the right to make any inspections of the physical condition of the property at reasonable times, upon at least 24 hours advance notice to Seller. Unless Seller receives written notice, signed by Buyer on or before _____, _____ a.m. _____ p.m. (Objection Deadline) of any defect(s) identified by inspectors, engineers, Buyers or Buyer's designees that Buyer is requesting to be repaired, the physical condition of the property shall be deemed satisfactory to the buyer.

B. If inspections disclose defects of the property before the objection deadline set out in XI A, the cost of repairs shall be paid by agreement of the parties. If the parties are unable to agree on payment of additional costs, this contract shall be voidable at the option of Buyer, upon written notice to Seller no later than _____, _____ a.m. _____ p.m. (Resolution Deadline).

C. If Buyer elects to void the contract in accordance with Section XI (B) above the earnest money deposit shall be returned to Buyer pursuant to the requirements of Section II above.

D. Waiver of Defects. Buyer acknowledges that he has had ample opportunity to inspect the property and has done so to Buyer's satisfaction. Other than repairs or defects submitted to the Seller in writing pursuant to XI (A) or (B) above, or in the event no repairs or inspections are required by Buyer, Buyer accepts the property in its entirety in "as is, where is" condition without any implied or express warranty by Seller or by any Broker.

XII. USDA GOVERNMENT PROGRAMS.

- (Check One)
- Seller does **NOT** participate in USDA Government Programs
 - Seller **DOES** participate in USDA Government Programs

All beneficial interest that the Seller has in the crops will be transferred to the buyer on the day of closing. Buyer agrees to maintain any existing contracts established with the Farm Service Agency, Naturally Resource Conservation Service and/or cooperating agency. Conservation Reserve Program contracts will be assumed and maintained by the Buyer with all payments prorated to the day of closing by the Farm Service Agency. On the day of closing both Buyer and Seller will contact the Farm Service Agency and Natural Resource Conservation Service to update ownership records.

XIII. INSURANCE.

Buyer hereby acknowledges that Buyer has been advised to investigate, research and obtain a written commitment for adequate property and liability insurance prior to closing.

XIV. RISK OF LOSS.

Risk of loss shall remain with Seller until delivery of deed. In the event that premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract shall be voidable at the option of Buyer. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds resulting from such damage.

XV. DEFAULT, REMEDIES AND ATTORNEY'S FEES.

- A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to treat this Contract as breached and recover such damages as may be proper, or may treat this Contract as being in full force and effect and require specific performance of the terms hereof. In lieu of the remedy provided above to Seller if Buyer is the defaulting party, Seller may elect to terminate the Contract and recover such damages as may be proper, or Seller may elect to retain all payments made hereunder as liquidated damages, such amount, if elected by Seller, being agreed by the parties hereto to constitute compensation for the loss of opportunity suffered by Seller due to such breach.
- B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees, costs and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- C. Seller and Buyer agree that in the event of any controversy regarding earnest money or other things of value held by Broker and/or Closing Agent, unless Broker and/or Closing Agent receives written instructions from both Buyer and Seller regarding disposition of the earnest money or things of value, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or things of value or may interplead all parties and deposit the earnest money deposit or things of value into a court of competent jurisdiction. Broker and/or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interplead funds or things of value.

283 **XVI. ADDITIONAL PROVISIONS.**

284 **1) Seller shall have all 4 corner monuments clearly identified prior to closing.**

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

- | | | | |
|-------------------------------------|--|--------------------------|--|
| <input type="checkbox"/> | Lead-Based Paint Disclosure | <input type="checkbox"/> | Easements |
| <input type="checkbox"/> | Addendum for Additional Provisions | <input type="checkbox"/> | Covenants |
| <input checked="" type="checkbox"/> | Real Estate Brokerage Disclosure Form | <input type="checkbox"/> | 1031 Tax Deferred Exchange Notice |
| <input type="checkbox"/> | Consent Amendment & In-Company Transaction Disclosure | <input type="checkbox"/> | Evidence of Authority |
| <input type="checkbox"/> | Property Condition Disclosure | <input type="checkbox"/> | Other: _____ |
| <input type="checkbox"/> | Covenants and Preliminary Title Commitment | <input type="checkbox"/> | Receipt Form -WAR Form 900-M |

325 **XVIII. CONSENTS AND ACKNOWLEDGEMENTS.**

- 326 A. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral
327 agreements or representations between Buyer, Seller or Brokers to modify the terms and conditions of this Contract.
- 328 B. Brokers are authorized to disclose information regarding this sale, and terms thereof, for comparable sold data and
329 statistics to any Multiple Listing Service, Board of REALTORS®, certified appraisers, or potential clients or customers,
330 but only after the closing of this transaction.
- 331 C. This Contract is executed in multiple copies and by their signatures hereon each party acknowledges receipt of a signed
332 copy at the time of signing. Signature pages transmitted by telecopier or electronic transmittal via scanned pdf copy shall
333 be deemed to be original signature pages with the same legal effect as manual signatures, with original signature pages
334 to follow.
- 335 D. Home Source Realty Inc (Broker Working with the Buyer) hereby
336 discloses that it is working with the Buyer as (Seller's Agent) (Seller's Subagent) (Buyer's Agent)
337 (Intermediary) (Customer) (select one) and will be compensated by (Seller) (Buyer) (or
338 ////////////////////////////////////) (select all applicable). Buyer and Seller have
339 consented to that arrangement. Buyer has received, read and acknowledged a Real Estate Brokerage Disclosure and an
340 executed copy of the Disclosure is **attached hereto**. Broker, working with Buyer hereby delivers to Broker
341 working with the Seller, a copy of the executed Real Estate Brokerage Disclosure.

342 **XIX. OFFER BY BUYER.** This offer shall expire on or before November 18, 2020 5:00, at a.m.
343 p.m. (Mountain Time) Additionally, the undersigned BUYER reserves the right to withdraw this Offer until the original, a
344 copy, electronic transmission or facsimile of this Offer, duly accepted and signed by Seller, has been delivered in writing to
345 the Buyer or Broker working with Buyer prior to the expiration date and time above.
346 **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND**
347 **CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

348 Buyer [Signature] Date 10-20-20 Buyer _____ Date _____
349 Buyer _____ Date _____ Buyer _____ Date _____
350 Buyer _____ Date _____ Buyer _____ Date _____
351 Buyer _____ Date _____ Buyer _____ Date _____
352 Buyer _____ Date _____ Buyer _____ Date _____
353

354 **XX. DISCLOSURE BY BROKER WORKING WITH SELLER.**

355 Broker Home Source Realty, Inc. (Brokerage Firm), hereby discloses that it
356 is working with the Seller as a (Seller's Agent) (Intermediary) (Customer) or (Select One) and will be compensated
357 by (Seller) (or _____) (Select applicable).
358 Seller has consented to this arrangement. Seller has received, read and acknowledged a Real Estate Brokerage Disclosure and
359 an executed copy of the Disclosure is **attached hereto**. Broker working with Seller, hereby delivers to Broker working with
360 the Buyer, a copy of the executed Real Estate Brokerage Disclosure.

361 Listing Broker hereby acknowledges receipt of this contract to Buy and Sell Real Estate on
362 Oct. 20, 2020, at 9:20 a.m. p.m.

363
364 Firm Home Source Realty, Inc.
365 Address _____
366 Phone _____ By [Signature]

367
368 THIS OFFER WAS RECEIVED by me as Seller on _____ at _____
369 a.m. p.m. (Mountain Time) _____ (Seller's Initials).
370

371 **XXI. ACCEPTANCE OF SELLER.**

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

374
375 **NOTICE TO SELLER: If you are making a counter-offer, do not sign this document.**

376
377 THE UNDERSIGNED SELLER (whether one or more) ACCEPTS the foregoing offer on _____
378 at _____ a.m. p.m.

379 Seller _____ Date _____ Seller _____ Date _____
380 Seller _____ Date _____ Seller _____ Date _____
381 Seller _____ Date _____ Seller _____ Date _____
382 Seller _____ Date _____ Seller _____ Date _____
383 Seller _____ Date _____ Seller _____ Date _____
384

385 **XXII. REJECTION BY SELLER.**

386 THIS OFFER IS HEREBY REJECTED ON _____ at _____ a.m. p.m.

387 Seller _____ Date _____ Seller _____ Date _____
388 Seller _____ Date _____ Seller _____ Date _____
389 Seller _____ Date _____ Seller _____ Date _____
390 Seller _____ Date _____ Seller _____ Date _____
391 Seller _____ Date _____ Seller _____ Date _____
392

393 If this Offer is rejected and the rejection is not signed by the Seller above, then his Offer was rejected by oral notification to
394 Broker on _____ and Seller (check one) _____ authorized rejection or _____ refused to execute
395 written rejection.

Sellers Net Proceeds

Property Address: 0000 Cessna; RIW Industrial Park, Lot 1

| | | |
|---|--------|---------------|
| Sales Price | \$ | 92,000.00 |
| Commision Rate | | 6.00% |
| Broker's Fee | \$ | 5,520.00 |
| | | 86,480.00 |
| Sub total | \$ | 86,480.00 |
| | | |
| First Mortgage | \$ | - |
| Second Mortgage | \$ | - |
| Title insurance | \$ | 566.00 |
| Closing Agent Fee | \$ | - |
| Property Tax Pro-ration @ \$1.78/day; Dec 18, 2020 closing = 353 days | \$ | 628.34 |
| Recording Fees | \$ | - |
| Postage: Fedex/UPS/US | \$ | - |
| Repairs: | \$ | - |
| Survey | \$ | 500.00 |
| Bill of Sale | \$ | - |
| Other | \$ | - |
| Other | \$ | - |
| Other | \$ | - |
| | | 7,214.34 |
| Total Debits | \$ | 7,214.34 |
| Sellers Net Proceeds | \$ | 84,785.66 |

"ESTIMATE"

Comments: Title work at Wyoming Title Service
 Estimate references the October Dolcater Purchase Offer.

Received by Seller _____ / ____ /2020

(seller)



(seller)



IMPORTANT NOTICE
Home Source Realty, Inc.

(Name of Brokerage Company)
REAL ESTATE BROKERAGE DISCLOSURE

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

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

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

Customer. (No written agreement with Buyer or Seller)

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

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

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

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

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

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

- | perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- | exercise reasonable skill and care; *
- | advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary; *
- | present all offers and counteroffers in a timely manner; *
- | account promptly for all money and property Broker received; *
- | keep you fully informed regarding the transaction; *
- | obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- | assist in complying with the terms and conditions of any contract and with the closing of the transaction; *

- | disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party; *
- | disclose to prospective Buyers, known adverse material facts about the property; *
- | disclose to prospective Sellers, any known adverse material facts, including adverse material facts pertaining to the Buyer's financial ability to perform the terms of the transaction; *
- | disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

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

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

Change From Agent to Intermediary – In-House Transaction

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

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

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

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

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

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

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

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO.STAT. § 33-28-306(b).

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

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

On Oct 20, 2020 (date), I provided (Seller) (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

RD

Brokerage Company Home Source Realty Inc

By [Signature]

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on
(date) Oct. 20, 2020 (time) 8:20 AM and hereby acknowledge
receipt and understanding of this Disclosure.

Buyer's Signature [Signature]

Buyer's Signature _____

Robin Dolcater
27 Old Mule Drive
Riverton, WY 82501
307-857-6652
rdolcater@wyoming.com

October 20, 2020

To Whom It May Concern,

The intended use for this property is to build a building and may be leased to a commercial business in the future.

Thank you,


Robin Dolcater

CITY COUNCIL ACTION MEMO

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

FROM: Anthony Tolstedt, City Administrator

DATE: November 13, 2020

SUBJECT: Appointment / Concurrence of EDGE Committee appointment.

Recommendation: That Council concur with the Mayor's appointment of Matt Coughanour as an alternate to the EDGE Committee.

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.

With Lindsey Cox being elected to the City Council, it is proposed to replace her as an alternate with Matt Coughanour who was one of the original applicants to the committee.

Discussion: Pursuant Resolution No. 1422, seven (7) members and two (2) alternates were proposed for concurrence. The previous appointments were as follows.

The two (2) appointed alternates are currently Jeremy Hughes and Lindsey Cox. Matt Coughanour is proposed to replace Lindsey Cox and fill out the remainder of that two-year term as an alternate for the EDGE Committee.

Alternatives: Council may approve, deny or propose modifications to the proposed appointment. 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: Megan Sims, Deputy City Clerk/Administrative Assistant

THROUGH: Tony Tolstedt, City Administrator

DATE: November 13, 2020

SUBJECT: Transfer of Funds & Purchase of New Balloon Envelope

Recommendation: That Council approve the Riverton Rendezvous Board's request to transfer \$13,000 from the Balloon Envelope Fund to the Riverton Rendezvous operating account for the purchase of a Kubicek hot air balloon envelope.

Background: The Riverton Rendezvous Board was established as a City Advisory Board by Resolution No. 1231 at the March 15, 2011 City Council Meeting. An agreement was formed between the City of Riverton and the past Riverton Rendezvous Board to transfer all property and funds to the City in exchange for the City being responsible for the annual event, with the Board continuing as a volunteer advisory board of the City to assist in planning and coordination of the event.


The Rendezvous Fund utilizes two cash accounts: one as an operating account and the other serves as a revenue account for the purchase of a new envelope or for repairs to the existing envelopes. All monies received for paid balloon flights or general donations go directly into the envelope fund which currently has a balance of \$13,167.55. The operating balance is currently at \$48,829.37.

Discussion: The Rendezvous Board has approached City staff requesting a transfer of \$13,000 from the envelope fund to the Rendezvous operating fund for the purchase of a new hot air balloon envelope. Currently, both Cloud Kisser II and Cloud Kisser III can be inflated and flown; however, based on last year's annual inspection, Cloud Kisser III is not expected to pass the necessary inspection to continue flying. Therefore, the Board has met and formally approved the purchase of a new envelope from Kubicek Balloons with City Council concurrence.

Alternatives: Council may deny or direct the committee otherwise for the transfer and purchase request of a new balloon envelope.

Budget Impact: If approved, the budget will be amended to reflect the transfer of existing funds for the purchase of a new envelope.

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 17, 2020
SUBJECT: Professional Services Selection Policy

Recommendation: The City Council considers and adopts the Professional Services Selection Policy.

Background: The city utilizes the service of professional firms to provide engineering, architectural, and surveying services to address various complex needs of the community. It has utilized a qualification-based selection process to procure these services when they are necessary. This process includes advertising for statements of qualification from interested firms, the utilizations of a selection committee to review and rank qualifications of the firms, and the negotiation of fees after the most qualified firm has been identified.

The City Council has directed staff to draft a policy revising its current selection process for professional services. Specifically, the council has asked for a provision in the selection process where price could be considered prior to entering contract negotiations.

Discussion: In 1972, the United States Congress adopted the Brooks Act, requiring the use of qualification-based selection for the procurement of architect and engineering services. The purpose of this selection process is to ensure agencies and taxpayers receive technical engineering, architectural, and surveying services from the most experienced and most qualified firms at a fair and reasonable cost. Since the adoption of the Brooks Act, 46 state governments and many municipal governments have incorporated similar laws and policies requiring qualification-based selection for professional services. The Professional Architectural, Engineering, and Land Survey Services Procurement Act (W.S. 9-2-1027) outlines Wyoming's requirement for qualification-based selection.

The American Council of Engineering Companies (ACEC) advocates for qualification-based selection procedures and has identified four benefits associated therewith. They are:

1. **Protection of the Public Welfare.** As with legal or medical services, engineering is a highly skilled service that should not be selected on basis of the firm offering the cheapest price. Engineers design the highways and bridges we drive on, our water treatment systems, and all other infrastructure and systems upon which we rely. The design services provided by engineering firms directly affect the health, safety and welfare of the public, and it is important that only the most qualified and experienced firms be tasked with this critical function.

2. **Protection of the Taxpayer.** Over the life of a project, engineering services account for less than one-half of one percent of total project costs. Yet these services play a profound role in determining overall project costs. A well-designed project by a highly qualified firm will stay on time and on budget, solve construction and operational challenges, experience fewer change orders during construction, enhance performance of the completed project, and reduce long-term maintenance and repair costs.
3. **Benefit to Small Firms.** Qualification-based selection helps small firms compete by providing a forum to demonstrate their unique capabilities that often include a greater degree of niche market expertise, knowledge of local regulations and business practices, and greater involvement of senior level management in the execution of a project.
4. **Promotes Technical Innovation.** Using qualification-based selection, owners have the opportunity to fully define the project scope during the selection process. This process fosters innovative, cost-saving and timesaving approaches to problems, ensuring that the final project meets or exceeds the functional and performance goals set by the owner.

In addition to the advocacy of ACEC, the American Public Works Association (APWA) and American Water Works Association (AWWA) have adopted policy statements encouraging entities with public works and water works responsibilities to utilize qualification-based selection. These statements are included as attachments to this report. APWA reports that “basing selections on qualifications and competence, rather than price, fosters greater creativity and flexibility, and minimizes the potential for disputes and litigation.” AWWA further states, “qualifications-based selection for procurement of professional services provides greater assurance that water utility interests, and hence public interests, are best served through well-planned, well-designed, cost-effective and reliable utility projects.”

The Professional Services Selection Policy for consideration follows the recommendation and guidelines of professional organizations and state and federal laws. It also incorporates the City Council’s direction to include cost of service in the selection process. The policy establishes four procurement methods for the City. They are Competitive Negotiation (Qualification-Based Selection), Small Purchasing Threshold Procurement, Non-Competitive Emergency Conditions Procurement, and Non-Competitive Sole Source Procurement.

The procurement method associated with Competitive Negotiation (Qualification-Based Selection) incorporates similar steps to the current process utilized by the city. However, it includes a new provision that empowers the City Administrator, or his/her designee, to consider a firm’s fee estimate as a selection metric. Consideration of this fee estimate only occurs after interested professional service firms are rated by a selection committee against qualification-based matrices. It is also incorporated in an interview process with an interview committee.

Once the selection process is completed, a firm is proposed to the City Council for consideration. Upon its approval, the council directs city staff to negotiate a scope of work and fee with the selected firm. Staff later presents a final contract to the council for approval and execution. Should negotiations with the first selected firm fail, staff enters into negotiation with the next highest rated firm until a contract can be produced.

The city regularly works with federal, state, and alternative funding agencies when making improvements to the community. Many of these agencies prescribe the method by which professional services are procured. For example the Federal Aviation Administration requires a qualification-based selection where costs can only be discussed after a consultant has been selected (see attached policy). In light of the rules and regulations of the various funding agencies with which the city works, the Professional Services Selection Policy allows for their policies and procedures to take precedence over conflicting provisions of the proposed policy.

Action Options:

1. Approve the Professional Services Selection Policy as presented
2. Discuss and recommend alterations to the policy
3. Take no action

Budget Impact: None



American Public Works Association
Washington Office 1275 K St., NW, Suite 750
Washington, DC 20005 202-408-9541/Fax 202-408-9542
www.apwa.net
Advocacy Position Statement

Qualifications Based Selection of Professional Services Consultants

Statement of Purpose The American Public Works Association (APWA) seeks to inform elected officials, regulators, policy-makers and decision-makers and the public at-large of its stated position on Qualifications Based Selection (QBS) of professional services consultants.

Statement of Position APWA believes that the public interest is best served when governmental agencies select architects, engineers, and related professional services and technical consultants for projects and studies through Qualifications Based Selection (QBS) procedures as opposed to price. Basing selections on qualifications and competence, rather than price, fosters greater creativity and flexibility, and minimizes the potential for disputes and litigation. APWA has developed and published a document which better defines our position entitled, "Selection and Use of Architects, Engineers, and Professional Consultants – Guidelines for Public Agencies," also known as the Red Book. Reference this publication for further information on this topic.

Background and Rationale Since enactment of the Public Law 92-582 (the Brooks A/E Act, a summary of which can be found in Appendix C of the Red Book) in 1972, forty-four states currently use QBS procedures. They involve public announcement of technical contract opportunities, use of a formal selection and ranking process designed to identify the most qualified firm, and contract negotiation (including fees) with that firm. Over time, inattention to the QBS concept has led to a shift to cost-based selection by certain states and localities. However, some agencies that have abandoned QBS are returning to it after experiencing problems with projects designed by firms that were selected primarily on price. Vital differences exist between cost-based and qualifications-based acquisitions by public agencies. Cost-based acquisitions for materials, supplies, equipment, certain services (such as custodial) and construction are adaptable to a system that can reasonably provide an exact description of the service and expected outcomes, which permits vendors to offer firm prices with confidence. Cost-based acquisitions are best suited where the service can be definitively described and the outcome can be described in terms that are not open to wide interpretation.

In contrast, creative services, such as consultant technical services, seldom lend themselves to advance precise definition. Instead, reliance must be placed on the experience, expertise, creativity and overall intellectual capacity of the people involved who will ultimately determine the success of the project design or technical study. A detailed interview is the only effective way to evaluate technical consultant's qualification related to the work at hand. After selection, the consultant's scope of services, contract and compensation can be tailored specifically to the agency's requirements. When consultant selection is based solely or primarily on price, appropriate comparison of qualifications with the work needed and the fee paid rarely occurs.

Further, design fees are generally a very small part of overall project costs, regardless of the method of consultant selection. Construction and life-cycle operation, maintenance, and liability exposure-costs are far larger. While some fee savings may be identifiable in cost-based selection processes, it is not possible to predict potential adverse construction or long-term cost impacts that might result from poor quality architectural, engineering or other professional services. Only through the QBS process can agencies be confident of consistently achieving optimum costs for studies, planning, design, construction, operation and maintenance of publicly funded projects.

Public agencies commonly seek to obtain maximum value from public infrastructure investments, especially where true value results from creative endeavor. Bidding or other cost-based selection is unlikely to produce the best creative outcomes. When bidding, any prudent consultant must often include significant contingencies because of uncertainties about the true extent of effort required, and misjudgment frequently leads to reduction in the quality or scope of the design effort to compensate. Negotiating a detailed scope of work with the highest ranked firm under QBS provides a basis for realistic fees and promotes full cooperation of the consultant in fulfilling the contract.

APWA has long supported quality in all public agency activities, focusing on economy, safety, efficiency, sound construction, serviceability, maintenance, and operations. QBS can reach satisfactory goals in all those areas, but price-based selection for consultant services cannot. The goal of highest quality results and lowest fees are in conflict, and history provides little basis to believe that bidding can or will actually produce lower fees than will QBS.

Mechanics of QBS Selection

QBS means that the qualifications of architect/engineer consultants are the primary determining factors in consultant selection. Agencies are normally required to give notice to potential consultants and other professional service providers regarding the available work and invite interested firms to respond. The responses are screened to determine the firms most qualified to meet the agency's needs. The screening results in a short-list, because it is seldom practical or productive to interview all who respond. This best-qualified group is invited to appear for interview.

Interviewers may include technically qualified persons, citizens, or elected officials having a special interest on behalf of the public agency-owner. The direct presentations, questions/answers, and supporting materials of each firm become the basis for ranking the firms in order of relative qualification to successfully accomplish the desired task. The top-rated firm is then invited for contract negotiations. Price is not ignored, but a realistic price is mutually agreed upon once details on the kinds and extent of work required of the consultant have been established through the negotiations. If agreement cannot be reached with the top firm, negotiations are terminated with that firm and the negotiations are commenced with the firm judged next-best qualified. Finally, a contract which includes a detailed scope of services, expected outcomes, price, schedule and other details is approved by the elected body authorized to execute contracts.

Achieving Sustainability

With an increasing environmental awareness in virtually every sector of our society and to harvest the environmental benefits of reducing the impact of natural resource consumption and the economic benefits to the public infrastructure, technology is making it easier and more cost effective for professionals across design and engineering discipline to incorporate sustainable designs. Qualifications based selection process facilitates the incorporation of sustainability by requiring that

particular designers with recognized credentials and past project experience be included in the design team and be given special credit in the selection process.

Sponsor

Engineering and Technology Committee



**American Water Works
Association**

Dedicated to the World's Most Important Resource®

AWWA Policy Statement on Qualifications-Based Selection of Professional Services

The American Water Works Association (AWWA) encourages water utilities to procure professional engineering, architectural and other professional consultant services based on qualifications of the firm, also known as qualifications-based selection, rather than price, regardless of project size and scope. Qualifications include the relevant experience, capabilities, expertise and workload of the firm and the capability, availability, experience, education, and training of the firm's personnel proposed for an assignment. Under this competitive process, the resumes, experience and expertise of the personnel proposed for the project, and the proposed project approach are evaluated and ranked, and the most qualified firm is preliminarily selected. The cost of services is considered only in negotiations with the selected firm based on a mutually acceptable scope of services. If a mutually acceptable scope of services and satisfactory price cannot be secured, then the second ranked firm is considered.

Qualifications-based selection for procurement of professional services provides greater assurance that water utility interests, and hence public interests, are best served through well-planned, well-designed, cost-effective and reliable utility projects. AWWA joins many federal agencies, states and provinces, as well as other professional organizations, in supporting, and in some cases requiring, qualifications-based selection procedures. The professional organizations include, but are not limited to: the American Society of Civil Engineers (ASCE); the American Council of Engineering Companies (ACEC); the American Public Works Association (APWA); the National Society of Professional Engineers (NSPE); the American Academy of Environmental Engineers and Scientists (AAEES); the American Institute of Architects (AIA); the American Bar Association (ABA); the Canadian National Guide to Sustainable Municipal Infrastructure's "Selecting a Professional Consultant"; and the Association of Consulting Engineering Companies – Canada.

Practices specified in this policy statement are consistent with all other pertinent AWWA policy statements.

Adopted by the Board of Directors January 16, 2016. Revised April 19, 2019.



Section 300 – Procurement of Professional Services

This section of the AIP Sponsor Guide summarizes the steps normally required to select a consultant to provide professional planning, environmental, and architectural/engineering (A/E) services for projects funded under the FAA’s Airport Improvement Program (AIP).

As a condition of AIP eligibility, sponsors must carry out their consultant selection process and conduct contract negotiations in accordance with Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. This AC establishes FAA standards for the selection and contracting of professional services. Adherence to this AC will assure a sponsor’s compliance with the applicable Federal laws and regulations identified therein. Sponsors that fail to adhere to the applicable requirements could likely jeopardize AIP participation in the cost of professional services.

The information provided herein supplements the guidance provided in the AC; it does not establish additional requirements for participation in the AIP. In the event there is a discrepancy between this guidance and current AIP policy, AIP policy shall always take precedence.

Qualifications Based Selection (QBS) Process

Consultants shall be selected only on the basis of their qualifications and experience. Selection based on cost is prohibited. Costs can only be discussed after a consultant has been selected. The major steps of the qualifications-based selection process are depicted in Figure 2-1 of the AC and outlined as follows (with the numbers in parenthesis referring to the associated section in the AC):

1. Identifying the Project(s) and Professional Services
2. Establishing a Selection Board (2.6)
3. Determining a Selection Policy (2.7)
4. Developing the Selection Criteria (2.8)
5. Soliciting, Evaluating, and Selecting a Consultant (2.9)
6. Developing and Executing the Consultant Agreement (2.12 to 2.14)

Formal, Informal, and Non-Competitive QBS Procedures

There are three types of QBS procedures: Formal, Informal, and Non-competitive. As most sponsors are required to use Formal procedures, the AC and this section of the Sponsor Guide are geared toward that procedure. Formal procedures are required when the cost of professional services is estimated to be \$100,000 or more, when the selection addresses multiple projects, or when requested by the FAA Program Manager. Informal procedures can be used if the cost of professional services is estimated to be less than \$100,000. Non-competitive procedures can be used if the cost of professional services is estimated to be \$10,000 or less and those services are incidental to the project. Requirements for the Informal and Non-competitive procedure are identified in paragraphs 2.10.2 and 2.10.3, respectively.



Step 1. Identifying the Project(s) and Professional Services

Sponsors have the option of selecting a consultant for a single project or several projects under one solicitation with the intent of issuing future work authorizations as funding becomes available. For an efficient consultant selection process, we recommend the multiple-project option and as such, have written this section of the Sponsor Guide for that option.

Five-year Agreements

Selecting a consultant for multiple projects over a five-year period is the preferred option for most sponsors because they can make a one-time consultant selection rather than having to perform the consultant selection process for each project. For a multiple-project selection, most consultants utilize a master agreement under which separate authorizations or task orders are issued for each project. Per the AIP Handbook and the AC, a sponsor cannot extend a master agreement beyond five years of the execution date of first task order.

The proposed projects are those the sponsor and FAA reasonably expect to start within five years of the execution date of the initial/first agreement. The list of proposed projects should be those drawn from the sponsor's 5-Year CIP and Airport Master Plan. Section 5-4 of the AIP Handbook provides some guidance on identifying potential projects early with the FAA. In identifying the project(s), the sponsor should develop at a minimum:

- name for each project,
- broad project scopes with sufficient detail to give prospective consultants an adequate understanding,
- probable year the projects are expected to start,
- anticipated professional services required, and
- estimated cost for each construction/equipment/land acquisition project.

The professional services required will depend of the scope of the projects. Refer to Chapter 1 of the AC for the types of planning, architectural/engineering, and special services that may be required. After a consultant has been selected, the project's scope and the types of professional services for each project will be further defined. We strongly encourage sponsors to contact the FAA Program Manager prior to soliciting for professional services. This coordination is beneficial towards 1) establishing the limits of AIP participation, 2) limiting the sponsor's actions that may lead to subsequent ineligible determinations, and 3) providing assurance that the potential projects listed in the Notice/RFQ correspond to the projects listed in the FAA's Airport Capital Improvement Plan (ACIP).



Selections for Planning and Development Projects – Keep them Separate

When a sponsor wants to complete planning and development projects, separate consultant solicitations are required. Chapter 1 of the AC defines the services required for these types of projects but in general, the difference between them is as follows:

| Planning Projects | Development Projects |
|---|--|
| Require airport planning and environmental services for airport system and master plans, airport noise compatibility plans, environmental assessments, and related studies. | Require basic A/E services for airport development (construction and equipment acquisition) and land acquisition projects. Generally involves architectural, engineering (design, bidding, and construction observation), and land acquisition services. |

By not performing separate selections, the sponsor may be eliminating otherwise qualified firms as some do not provide both planning and engineering services. In addition, there may be a potential conflict of interest if, for example, the consultant is providing both planning and A/E services and in updating the airport master plan their objectivity "...may be compromised [as] the firm is in a position to establish development objectives for which the same firm will be tasked with engineering design services" per paragraph 2.3.3 of the AC. The development projects may be in their best interest; not the sponsors.

Step 2. Establishing a Selection Board

In accordance with Section 2.6, sponsors must establish a selection board composed of at least three knowledgeable persons that will objectively evaluate those consultants who respond to the Notice/RFQ. The selection board must be established before receiving statements of qualifications. The selection board should become familiar with the proposed project(s) and the professional services being requested. In accordance with Section 2.9, the selection board should be prepared to review the statements of qualification and experience, conduct interviews, rank the consultants, and make a recommendation to the sponsor’s governing body.

Step 3. Determining a Selection Policy

Section 2.7 of the AC provides general requirements for selecting a consultant.

Step 4. Developing the Selection Criteria

Section 2.8 of the AC provides general requirements for developing selection criteria.

Step 5. Soliciting, Evaluating, and Selecting a Consultant

This step includes the following tasks:

- a. Preparing a draft Notice to Airport Consultants/Request for Qualifications (2.9.3);



- b. Drafting and distributing the Notice/RFQ (2.9.3 and 2.9.4); and
- c. Evaluating, ranking, and selecting the most qualified consultant (2.9.12).

Task 5.a. Prepare a draft Notice to Airport Consultants/Request for Qualifications

To obtain qualification and experience information from potentially qualified consultants for the proposed projects, the sponsor issues a Notice/RFQ inviting consultants to submit their Statement of Qualifications (SOQ). At a minimum, the Notice/RFQ must:

- Identify the airport where the proposed projects are planned.
- Describe the proposed projects "...in sufficient detail so that all parties may adequately establish the type of services required to accomplish the work" per paragraph 2.7.2 of the AC.
- Provide the year in which each proposed project is anticipated to begin.
- Provide an estimated construction cost for each project.
- Identify the services anticipated.
- Convey how the selection will be made.

The Notice/RFQ must also contain the following statement: "The agreement(s) between the sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E. The most current version of the Federal Contract Provisions for A/E agreements will be attached to each agreement."

A sample Notice/RFQ is available [here](#). The Federal Contract Provisions for A/E Agreements attachment is available [here](#).

Task 5.b. Drafting and distributing the Notice/RFQ

We recommend first submitting a draft version for FAA review. If necessary, revise the Notice/RFQ to address FAA comments and then advertise/distribute the Notice/RFQ in accordance with paragraphs 2.9.3 and 2.9.4. Provide a copy of the as-advertised version of the Notice/RFQ to the FAA.

Task 5.c. Evaluating, ranking, and selecting the most qualified consultant

Section 2.9 of the AC provides general requirements for evaluating consultants. Sponsors should not enter into the selection process with a pre-selection mentality. Although the FAA cannot participate in the selection process or recommend consultants, we can provide a list of consultants who have performed similar projects if requested by the sponsor.

Step 6. Developing and Executing the Consultant Agreement

This step of the consultant selection process includes the following tasks:

- a. Discussing and finalizing the scope of Professional Services (2.12),
- b. Estimating and evaluating the cost of Professional Services (2.13),
- c. Requesting the consultants cost proposal (2.14.2), compare it against the sponsor's estimate (the IFE) (2.14.3), and conducting negotiations (2.14.4).



Task 6.a – Discussing and finalizing the scope of Professional Services

Before preparing and executing the agreement with the Consultant, we recommend sponsors conduct a conference with their Consultant and the FAA Program Manager to develop a detailed project scope, clearly define the professional services needed, and identify the fee type. The FAA’s role here is to ensure that all services required for the projects have been included in the professional services agreement.

Using the minutes of the conference, the Consultant can develop the draft scope of services (or draft agreement without costs) for the sponsor and FAA to review. After the revised document has been submitted to the sponsor, the sponsor can start their costs analysis. Section 3.8 of the AC provides information on the FAA’s role in reviewing agreements.

Task 6.b – Estimating and evaluating the cost of Professional Services

Before receiving the Consultant’s cost proposal, the sponsor must perform a cost analysis to estimate and evaluate the proposed cost of professional services. To perform the cost analysis, the sponsor can utilize its own staff (if they have experience in estimating and negotiating the cost of professional services) or select an outside consultant. The FAA cannot conduct the cost analysis for the sponsor. As part of the cost analysis, the sponsor prepares an independent fee estimate (IFE) to evaluate and negotiate the cost of professional services proposed by the Consultant. The end result of the cost analysis effort is the sponsor obtaining a fair and reasonable cost through negotiations with the Consultant.

Regardless of who performs the cost analysis, it needs to be performed using one of two methods: the comparative method or the detailed method. The selection of which method depends on the anticipated cost of the professional services agreement as follows:

- If the cost is anticipated to be less than \$100,000, the sponsor can perform the cost analysis using the comparative method or detailed method (your choice).
- If the cost is anticipated to be \$100,000 or more, the sponsor must use detailed method.

Table 3-1 presents the comparative and detailed methods and the steps required for each. For a visual representation of the cost analysis process, refer to **Figure 3-1**.

Sponsor’s cost estimate is “independent” of the Consultant’s

The word independent in the phrase Independent Fee Estimate does not mean the sponsor has to hire an outside consultant to review the proposed scope of services and develop a cost estimate. It simply means the sponsor estimates the cost of the professional services independent of the Consultant’s effort of preparing their cost proposal.

The Consultant shall not provide their cost proposal to the sponsor until the sponsor has first estimated the cost of the professional services and then requests the cost proposal from the Consultant. Otherwise, the sponsor knows what the proposed cost is before they start/complete their cost analysis and the process is no longer independent.



Table 3-1. Cost Analysis Methods

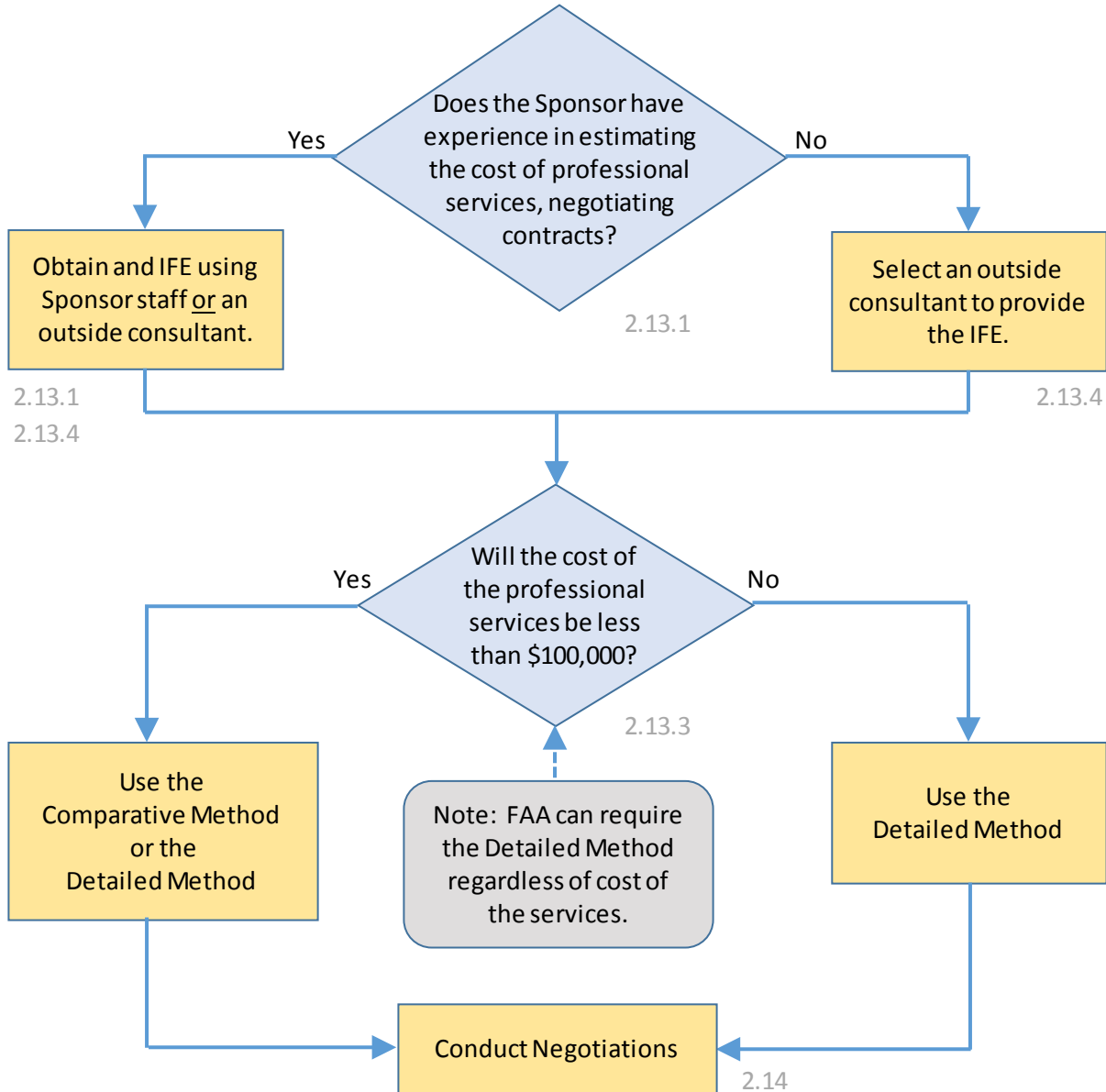
| Proposed Cost | Less than \$100,000 | \$100,000 or greater |
|--------------------|---|--|
| Perform | Comparative Method Cost Analysis | Detailed Method Cost Analysis |
| Description | The sponsor compares the proposed cost of the professional services against the cost of previous agreements. At least one previous agreement should be for a similarly-sized project. | The sponsor prepares a side-by-side comparison of their estimated cost of the professional services and the consultant's cost proposal. |
| Step 1 | Prepare the Independent Fee Estimate (IFE). This estimate should include the total cost and the subtotal cost of each service being provided. At a minimum, the sponsor must estimate the following items in their IFE: <ul style="list-style-type: none"> • total direct labor hours and cost, • general/administrative overhead (%), • profit (%), • expenses, and • subconsultant costs | The Comparative Method plus estimates of the hours, hourly rates, and costs for the individual tasks of the services being provided similar to the format presented in Appendix D of the AC. |
| Step 2 | Request the cost proposal from Consultant. The cost proposal format should be similar to that presented in Appendix D of the AC. | Same as Comparative Method. |
| Step 3 | Evaluate the cost proposal against the IFE and conduct negotiations. | Evaluate the cost proposal against the IFE (using a format similar to the format presented in Appendix E of the AC) and conduct negotiations. |

Step 6.c – Requesting the consultants cost proposal (2.14.2), comparing it against the IFE (2.14.3), and conducting negotiations (2.14.4).

Section 2.14 of the AC provides general requirements for negotiating. After the sponsor has completed its cost analysis and concluded negotiations with the Consultant, the FAA will review the agreement, the detailed cost proposal, and the record of negotiations (if requested) to make a determination on the reasonableness of cost. This determination is based on the sponsor's IFE. Costs that are deemed unnecessary and unreasonable are not AIP Eligible. This step is depicted in **Figure 3-2**.



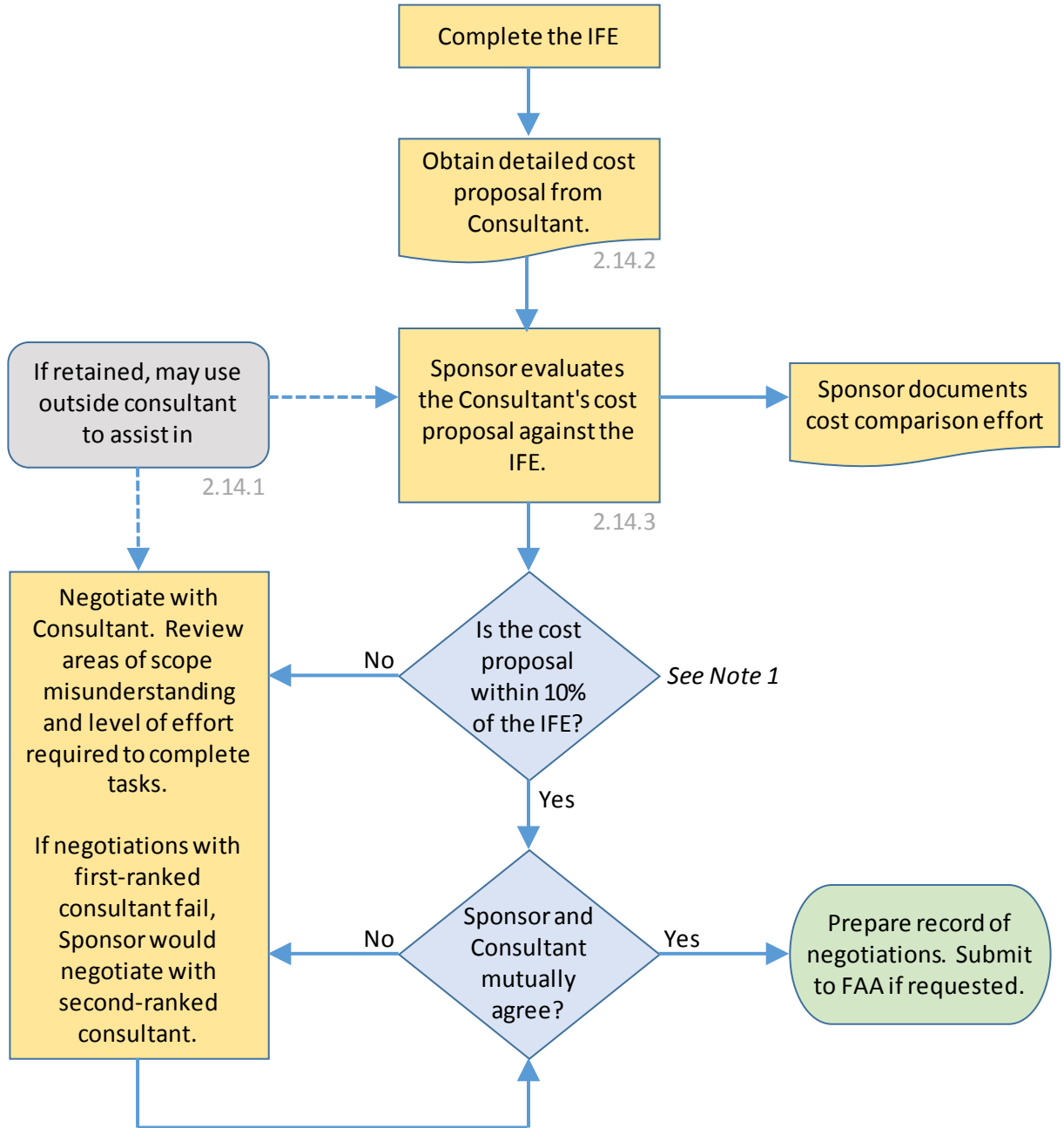
Figure 3-1. Cost Analysis Process



Note. The numbers adjacent to each symbol refer to the associated paragraph(s) in AC 150/5100-14E.



Figure 3-2. Negotiations Process



Note 1. If the cost proposal and IFE are within 10 percent of each other, then the cost proposal should be considered fair and reasonable. By and large, 10 percent is the industry standard.

Note 2. The numbers adjacent to each symbol refer to the associated paragraph(s) in AC 150/5100-14E.

Professional Services Selection Policy

November 17, 2020

DRAFT



I. PURPOSE

The purpose of the Professional Services Selection Policy (Policy) is to establish procedures and standards for the preparation, execution, and administration of contracts for professional or specialized services provided to the City of Riverton (City). Professional or specialized services for the purpose of the Policy include, but are not limited to, engineering, architectural, and surveying services.

II. STATEMENT

In accordance with principles of the Brooks Act (40 U.S.C 1101 – 1104), the Professional Architectural, Engineering, and Land Survey Services Procurement Act (W.S. 9-2-1027), and 23 Code of Federal Regulations Part 172 entitled Procurement, Management, and Administration of Engineering and Design Related Services, the City will implement the Policy to ensure a qualified firm is obtained through an equitable selection process and the prescribed work is properly accomplished in a timely manner and at a fair and reasonable cost.

III. PROCUREMENT METHODS

The City is committed to ensure qualified firms have the opportunity to participate in professional or specialized service contracts. Four (4) procurement methods are available to the City to solicit, evaluate, and select qualified firms.

1. Competitive Negotiation (Qualification-Based Selection) Procurement

The City will use a competitive negotiation method for the procurement of professional or specialized services. The solicitation, evaluation, ranking, selection, and negotiation will comply with the qualification-based selection procurement procedure outlined in Section IV of the Policy.

2. Small Purchasing Threshold Procurement

The City may procure professional or specialized services without the qualification-based selection procurement procedure as outlined in Section IV of the Policy when a contract does not exceed \$25,000. The following restrictions shall apply to the use of this procurement method:

- a. The scope of work, project phases, and contract requirements shall not be broken into smaller components solely to permit the use of small purchase procedures.
- b. A minimum of three proposals must be solicited, reviewed, and evaluated. In cases where only two qualified firms respond to the solicitation, the City may proceed with evaluation and selection as long as the solicitation did not contain conditions or requirements which arbitrarily limited competition. The City may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to compete again under a new solicitation.

3. Non-Competitive Emergency Conditions Procurement

When an emergency occurs, the City Administrator or their designee may waive procedures of the Policy, or portions thereof. In an emergency, a professional or specialized services firm may be selected, negotiations conducted, and a contract executed at the direction of the City Administrator or designee as necessary to address the emergency conditions. The City Administrator or designee shall submit justification for emergency selection to the City Council.

4. Non-Competitive Sole Source Procurement

Procedures of the Policy, or portions thereof, may be waived by the City Administrator or their designee for the sole source selection of a firm under any of the following conditions:

- a. Sole source selection may be used when the service is available only from a single source.
- b. Sole source selection may be used if, after solicitation of a number of sources, competition is determined to be inadequate.
- c. Sole source selection may be used when it has been determined that there is an emergency which does not permit time to conduct contract negotiations.

Sole source selection may only be used when it is in the public interest and economically advantageous to the City. Selection of a sole source Firm will be contingent upon satisfactory negotiation for the service. The City Administrator or designee shall submit justification for the sole source selection to the City Council.

IV. QUALIFICATION-BASED SELECTION PROCEDURE

All competitive negotiation procurements for professional or specialized services will follow the prescribed steps to ensure consistency, transparency, and equity in the process. Steps to solicit and award contracts are:

- 1. Solicit Letters of Interest and Statements of Qualification**
- 2. Assemble a Selection Committee**
- 3. Select a Qualified Firm**
- 4. Negotiate the Contract**
- 5. Execute the Contract**

1. Solicit Letters of Interest and Statements of Qualification

The City Administrator or their designee is responsible for determining when professional or specialized services are required by the City. Following the determination of need, the City shall solicit Letters of Interest and Statements of Qualification to determine firms interested and capable of performing professional or specialized services within the desired time period. Solicitation shall be by published advertisement in a newspaper with general circulation at least once each week for two (2) consecutive

weeks prior to the initiation of selection procedures. The City may advertise via its website, social media accounts, or any other print or digital means it determines necessary.

The City shall be responsible to prepare the solicitation of Letters of Interest and Statements of Qualification. The solicitation should include, but not be limited to, the following information:

1. General description of the proposed project and location (if applicable);
2. Preliminary types and scopes of services that reflect a clear, accurate, and detailed description of the technical requirements for the services to be rendered;
3. Anticipated length and schedule of contract;
4. Method(s) of payment;
5. Estimated procurement schedule; and
6. Selection procedures and evaluation criteria used in the selection process.

Letters of Interest and Statements of Qualification shall be unpriced and shall not include any cost of service components (e.g. consultant fee proposal, direct salaries or wages, direct or indirect costs or rates). The solicitation may request interested firms to submit cost of service or fee proposals in a separate and sealed envelope, which may be considered later in the qualification-based selection process.

Letters of Interest and Statements of Qualification shall be submitted to the City by the date and time designated in the solicitation. Deviation from prescribed terms in the advertised solicitation may result in an automatic disqualification of a firm.

2. Assemble a Selection Committee

The City shall appoint a selection committee specific to the solicited professional or specialized services. The committee shall consist of a minimum of three (3) members, but generally not more than five (5) members. Each member of the committee shall ensure he or she does not have a conflict of interest, real or apparent, to the selection process or solicited service. If such a conflict of interest exists, or arises during the process, the member shall be immediately excused from the selection committee.

The purpose of the selection committee is to evaluate Letters of Interest and Statements of Qualification based on the criteria established and published within the public solicitation as it pertains to the type and scope of work. The committee, in conjunction with the City Administrator or their designee, is responsible to make a recommendation to the City Council for the approval of a professional or specialized service firm. The City Council has final contract approval authority.

3. Select a Qualified Firm

Evaluation of interested firms is based on the factors and respective weights specifically stated in the solicitation, and any other data pertinent to the firm under consideration. Qualification-based factors shall be utilized to assess the firm's qualifications and competency, tailored to the proposed type or scope of work. These may include, but are not limited, to the following:

1. Experience specific to the required professional or specialized services;
2. The ability of professional personnel;
3. Past performance;
4. Workload capacity;
5. Ability to meet project schedule;
6. Technical approach (e.g. project understanding, innovative concepts or alterations, quality control procedures)
7. Volume of work previously awarded to the firm;
8. The equitable distribution of contracts among firms considered qualified.

Two (2) specific non-qualification-based evaluation factors may be used, if appropriate, but together cannot exceed ten percent (10%) of the total weighted evaluation. These two factors are:

1. A local presence, where that presence will add value to the quality or efficiency of project delivery, but will still allow for the consideration of a sufficient number of qualified firms;
2. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) consultants or subconsultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the Wyoming Department of Transportation's DBE program. The Firm, sub-consultant, and sub-firm shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability/handicap or sex in the performance of a contract.

The selection procedure initiates with the selection committee reviewing and evaluating all responsive Letters of Interest and Statements of Qualification. This review and evaluation is based on the factors and respective weights specifically stated in the solicitation. The committee scores and ranks in order of preference the most qualified firms for the solicited professional or specialized service. The committee shall not use any cost of service component when evaluating, scoring, or ranking Letters of Interest and Statements of Qualifications. The committee may elect to interview all or some of the interested firms prior to establishing the order of preference.

Once the selection committee scores and ranks each responsive Letter of Interest and Statement of Qualification, the City Administrator or their designee shall review the committee's order of preference of the most qualified firms. The City Administrator or designee may either present the committee's highest rated firm to the City Council for consideration, or interview a minimum of the top two (2), but not more than the top three (3), rated firms for further analysis.

If the City Administrator or designee chooses to interview the top rated firms, an interview committee consisting of three (3) City staff members shall be established. Interviews performed by the committee will include, but not be limited to, discussion of the firm's qualifications, approaches to the solicited work, ability to furnish the required services, use of alternatives, and an estimated fee based on the City's preliminary description of the type and scope of work. Prior to performing interviews, the interview committee will establish evaluation factors and respective weights to quantify its analysis. The firm's estimated fee may be used as a one of the weighted evaluation factors. The committee shall

rank the interviewed firms and recommend the City Administrator or designee present to the City Council the highest ranked firm for consideration.

4. Negotiate a Contract

After completing the selection process, the City Council shall direct the City Administrator or their designee to negotiate a contract with the selected firm. A meeting with the selected firm shall be scheduled to discuss the scope of the proposed professional or specialized services. Once the details of the scope of services are mutually resolved, the firm will prepare a cost proposal to perform the required services. The firm's cost proposal shall be supported by a breakdown of the workdays required to perform each of the services contained in the scope of work and the salary range/rate for each classification of personnel utilized. The firm's cost proposal shall include supporting documentation for payroll additives, direct costs, indirect costs, fees, and overhead, as described. Upon receipt of the firm's proposal, the City Administrator or designee, shall review the submitted material and determine both the reasonableness of the proposal and the areas of substantial difference, which may require further discussion and negotiation. The City Administrator shall use all resources available to conduct effective negotiations and may prepare an in-house estimate of the scope of work as a method of comparison.

If the City Administrator or their designee is unable to negotiate a satisfactory contract with the selected firm at a price determined to be fair and reasonable, negotiations with that firm shall be terminated. The City Administrator or designee shall then begin negotiations with the firm ranked second in the order of preference. If the City Administrator or designee fails to negotiate a contract with the second ranked firm, he shall terminate negotiations and then begin negotiations with the next available firm in order of preference.

If the City Administrator or their designee is unable to negotiate a satisfactory contract with any of the top rated firms, they may do any of the following:

1. Select additional firms in order of their competence and qualifications and continue negotiations.
2. Suspend all negotiations and prepare another solicitation for Letters of Interest and Statements of Qualification.
3. Exercise the sole source procurement provision as defined in Section III.

In addition to the above referenced remedies, the City Administrator or designee shall additionally review the professional or specialized services under negotiation to determine the possible cause for failure to achieve

VI. Execute the Contract

When a mutually accepted scope of service, fee, and contract is negotiated between the City and the selected firm, the City Administrator or their designee will present the agreement to the City Council for

final approval. The Mayor or their designee will then execute the contract. Revisions to the approved contract will follow provisions of the respective agreement and applicable City policies.

V. EXTERNAL FUNDING SOURCES

When professional or specialized services, or their resulting projects, are supported by external funding agencies, the applicable laws, rules, or regulations of those agencies shall take precedence over conflicting provisions of the Policy, whether in whole or in part.

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