



City of Riverton
Regular Council Meeting
Tuesday, June 6, 2023 at 7:00 pm
Riverton City Hall Council Chambers
816 N Federal Blvd.
Riverton, WY 82501

At 6:45 P.M. on Tuesday, June 6, 2023, the Finance Committee will meet in the City Hall Council Chambers to consider bills to be paid. This meeting is open to the public.

- 1) Call to order.
- 2) Pledge of Allegiance.
- 3) Invocation.
- 4) Roll call: Mayor: Tim Hancock
Ward I: Kyle Larson, Dean Peranteaux
Ward II: Karla Borders, Kristy K. Salisbury
Ward III: Mike Bailey, Lindsey Cox
- 5) Declaration of quorum.
- 6) Approval of the Agenda.
- 7) Communication from the Floor – Citizen’s Comments.
- 8) Consent Agenda:
 - Approval of the Minutes – May 16, 2023 Regular Council Meeting.
 - Approval of the Minutes – May 23, 2023 Council Work Session.
 - Approval of the Minutes – June 6, 2023 Finance Committee Meeting.
 - Approval of the Finance Committee Recommendations – June 6, 2023.
 - Approval of the Municipal Court Report for the month of May 2023.
 - Open Container Permit Application: **Ann Kalbach**, Memorial BBQ @ Teter Park, June 10, 2023, 4:00 p.m. – 8:30 p.m.
 - Open Container Permit Application: **Marilou Vaughn**, Family Gathering @ Monroe Park, July 12, 2023, 3:00 p.m. – 8:30 p.m.
- 9) Public Hearing & Consideration: Fireworks Permit Application, **Riverton Little League**, June 22, 2023.
- 10) Citizen Board Appointment: EDGE Committee.
- 11) Public Hearing & Consideration of Ordinance No. 23-006, 1st Reading: Underage Purchase, Use, or Possession of Tobacco.
- 12) Amended Easement: Modeler’s Park.
- 13) Aerial Applicator Lease Agreement.
- 14) Bid Award: Building Maintenance Vehicle.
- 15) Right of Way Use Agreement: Advanced Communication Technologies, Inc.

Reports and Comments:

- 16) Council Committee Reports and Council Members’ Roundtable.
- 17) City Administrator’s Report.
- 18) Mayor’s Comments.

“Excellence in Service to the Rendezvous City”

- 19) Executive Session – Personnel & Potential Litigation
- 20) Adjourn.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held May 16, 2023
7:00 PM

The regular meeting of the Riverton City Council was held on the above date and time, duly convened by Mayor Tim Hancock at 7:00 p.m. City Council Members present were Karla Borders, Mike Bailey, Dean Peranteaux, Kyle Larson, and Kristy Salisbury. Council Member Borders led the pledge of allegiance, and Council Member Salisbury conducted the invocation.

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

City Staff present: City Administrator Kyle J. Butterfield, City Clerk/Human Resource Director Kristin S. Watson, Public Works Director Brian Eggleston, Captain Wesley Romero, Finance Director Mia Harris, Community Development Director Michael Miller, and Administrative Assistant Max Batista.

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

Communication from the Floor – Alan Sinner with the Northern Arapahoe Rodeo informed the council, city staff, and the public the rodeo will take place June 9, 2023 – June 11, 2023, and asked for permission to hang up flags in the City of Riverton. There was no objection from the council.

Consent Agenda – City Clerk/Human Resource Director Kristin S. Watson read the consent agenda items by title only: Approval of the Minutes – May 2, 2023 Regular Council Meeting; Approval of the Minutes – May 9, 2023 Council Work Session; Approval of the Minutes – May 16, 2023 Finance Committee Meeting; Approval of the Finance Committee Recommendations – May 16, 2023 claims to be paid in the amount of \$271,133.18, manual checks in the amount of \$691.90, Elan credit card in the amount of \$3,686.46, and payroll & liabilities for 5/5/2023 in the amount of \$216,400.75 for a total of \$491,912.29; Approval of the Municipal Court Report for the month of April 2023; Open Container Permit Application: Riverton Lions Club, Annual Picnic @ Sunset Park, June 12, 2023, 4:00 p.m. – 7:00 p.m. Council Member Peranteaux moved, seconded by Council Member Bailey to approve the consent agenda as presented. Motion passed unanimously, with Council Member Peranteaux abstaining from the Traveling Computers claim on the claims approval list.

Public Works Week Proclamation – Mayor Hancock presented a proclamation declaring May 21, - May 27, 2023 as National Public Works Week.

Daughters of the American Revolution Day Proclamation – Mayor Hancock presented a proclamation declaring May 20, 2023 as Daughters of the American Revolution Day.

Wind River Visitor's Council Budget – City Administrator Kyle J. Butterfield introduced Helen Wilson the executive director of the Wind River Visitors Council. Wilson presented the council with the proposed budget and operating plan for July 1, 2023, through June 30, 2023. After discussion from the council and members of the Wind River Visitors Board, Council Member Bailey moved, seconded by Council Member Borders to approve the fiscal year 2024 budget for the Wind River Visitor's Council. Motion passed unanimously.

Memorandum of Understanding (MOU) – Riverton Chamber of Commerce Tourism Asset Development (TAD) Program – City Administrator Kyle J. Butterfield reported on a Memorandum of Understanding (MOU) that

was presented to the City of Riverton from WY Riverton Chamber of Commerce and Visitors Center (Chamber). After discussion from the council and public, Council Member Larson moved, seconded by Council Member Borders to approve a Memorandum of Understanding (MOU) between the City of Riverton and the WY Riverton Chamber of Commerce and Visitors Center (Chamber) regarding the management of the Tourism Asset Development (TAD) funds. Motion passed unanimously.

Bid Award: Airport Snow Removal Equipment – Public Works Director Brian Eggleston reported that Central Wyoming Regional Airport operates under a Part 139 license with the Federal Aviation Administration (FAA), as part of that license, the airport agrees to provide prompt snow, ice, and slush removal. After discussion from the council, Council Member Bailey moved, seconded by Council Member Peranteaux to award Schedule I, Schedule II, and Schedule III of the Snow Removal Equipment Acquisition to Honnen Equipment Company, in Mills, Wyoming, in the amount of \$371,487.00 for Schedule I, \$483,309.58 for Schedule II, and \$11,061.25 for Schedule III, for a grand total of \$865,857.83. Motion passed unanimously.

Airport Seal Coat and Marking Project – City Administrator Kyle J. Butterfield reported that Central Wyoming Regional Airport operates under a Part 139 license with the Federal Aviation Administration (FAA), as part of that license requires Central Wyoming Regional Airport to meet a number of operational and safety standards to protect individuals utilizing the airfield. After discussion from the council, Council Member Peranteaux moved, seconded by Council Member Salisbury to award Schedule I, Schedule II, and Schedule III of the Airport Seal Coat and Marking project to American Road Maintenance in the amount of \$437,111.50. Motion passed unanimously.

Easement: Modeler’s Park – Community Development Director Michael Miller presented an easement to the council that provides access, drainage, irrigation, and utilities. After discussion from the council and public, Council Member Peranteaux moved, seconded by Council Member Borders to approve the Gilpatrick’s access, drainage, irrigation, and utility easement. Motion passed unanimously.

Quarterly Fiscal Health Report – Finance Director Mia Harris presented a report to the Council reflecting the City’s quarterly fiscal health report, encompassing July 1, 2022 through March 31, 2023. Mrs. Harris reported on the revenues versus expenditures in the general fund, water fund, wastewater fund, sanitation fund, and airport fund. Also reviewed were the airline minimum revenue guarantee funds. No action was taken.

Council Committee Reports & Council Members’ Roundtable – Council Member Borders listed upcoming events that are happening; Council Member Bailey reported on the national petroleum conference in Washington D.C. attended; Council Member Peranteaux reported on the upcoming airport board meeting he plans to attend; Council Member Larson reported on the upcoming solid waste meeting he plans to attend; Council Member Salisbury reported on the Wind River Visitors Council meeting and meeting with Mayor Hancock she attended.

City Administrator’s Report – City Administrator Kyle J. Butterfield reported on the upcoming budget meeting.

Mayor’s Comments – Mayor Tim Hancock reported the meetings or events that he attended included a swearing-in and derby dinner. Mr. Hancock also informed the council, city staff, and the public that May 14 – May 20, 2023, is National Police Week.

Adjourn – There being no further business to come before the Council, Council Member Salisbury moved, seconded by Council Member Borders to adjourn the Regular Council meeting at 9:27 p.m. Motion passed unanimously.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

Publication Date:

RIVERTON CITY COUNCIL
Minutes of the
Work Session Meeting
Held May 23, 2023
7:00 PM

The work session meeting of the Riverton City Council was held on the above date and time, duly convened by Council President Mike Bailey at 7:00 p.m. City Council Members present were Karla Borders, Lindsey Cox, Dean Peranteaux, Kyle Larson, and Mayor Tim Hancock telephonically. Council Member Lindsey Cox led the pledge of allegiance and Council Member Mike Bailey conducted the invocation.

City Staff present: City Administrator Kyle J. Butterfield, City Clerk/Human Resource Director Kristin S. Watson, Public Works Director Brian Eggleston, Captain Wesley Romero, Finance Director Mia Harris, Community Development Director Michael Miller, and Administrative Assistant Max Batista.

Approval of the Agenda – Council Member Peranteaux moved, seconded by Council Member Cox for the approval of the agenda as presented. Motion passed unanimously.

Fiscal Year 2024 Budget Presentation & Discussion – City Administrator Kyle J. Butterfield presented a proposed budget representing a balanced approach for operating the City of Riverton for fiscal year 2023 – 2024. Mr. Butterfield offered a brief overview of the expenditures and revenues for the general fund and enterprise funds, including the water, wastewater (sewer), sanitation, and airport funds. After discussion from the council, there were two communicated amendments to include in the final budget. The consensus of the council for capital projects was to reallocate \$12,500 from the tree removal project to the boom sprayer project. The consensus of the council was to adjust the cost of living from 4% to 5%. Mr. Butterfield thanked the city staff for their diligence in achieving a balanced budget. No action was taken.

Adjourn – There being no further business to come before the Council, the work session meeting of the Riverton City Council adjourned at 7:56 p.m.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

**RIVERTON MUNICIPAL COURT
REPORT**

**CASH RECEIPTING
APRIL 28 THROUGH MAY 25, 2023**

TOTAL DOCKETS FOR MAY 64									
	TOTAL	ADMIN			CREDIT				TOTAL
DATE	RECVD	FEES	FINES	COSTS	CARD	BOND	VCF	REST	RECVD
4/28-5/4/23	\$ 3,719.00	\$ 2.00	\$ 1,245.00	\$ 30.00	\$ 632.00	\$ 1,660.00		\$ 150.00	\$ 3,719.00
5/5=5/11/23	\$ 1,941.75	\$ 110.00	\$ 796.75		\$ 315.00	\$ 700.00		\$ 20.00	\$ 1,941.75
5/12-5/18/23	\$ 1,833.82	\$ 8.00	\$ 453.82		\$ 1,292.00			\$ 80.00	\$ 1,833.82
5/19-5/25/23	\$ 1,230.75	\$ 12.00	\$ 1,038.75	\$ 40.00	\$ 5.00			\$ 135.00	\$ 1,230.75
SUB TOTAL	\$ 8,725.32	\$ 132.00	\$ 3,534.32	\$ 70.00	\$ 2,244.00	\$ 2,360.00	\$ -	\$ 385.00	\$ 8,725.32
VCF	\$ -								
REST	\$ 390.00	\$5 PD W/ CC 5/25							
BOND M	\$ 2,360.00								
OVER PAY									
<u>BCK GRNDS</u>									
E Shoshone	\$ 170.00								
WRC	\$ 170.00								
TOTAL	\$ 6,315.32								
							JUDGE MCKEE		



RIVERTON
WYOMING
CITY OF RIVERTON
EVENT APPLICATION

&
USE OF PUBLIC SPACE

All applicable fees must be paid at time of submittal and are non-refundable. Please provide two (2) business days for staff approved items and up to three (3) weeks for council approved items (street closures, open container permits, & fireworks permits). Please contact the City Clerk's office at (307) 856-2227 with any questions.

EVENT INFORMATION

NAME OF APPLICANT/RESPONSIBLE PARTY: Ann Kalbach	ADDRESS, CITY, STATE, ZIP: 314 Antelope Dr. Riverton, WY 82501
ORGANIZATION (IF APPLICABLE):	
CONTACT PHONE NUMBER: 307-851-1516	CONTACT EMAIL ADDRESS: ms.annkalbach@gmail.com
NAME & PURPOSE OF EVENT: Memorial BBQ	
LOCATION OF EVENT: Teter Park	
DATE(S) OF EVENT: June 10, 2023	
TIME OF EVENT: FROM 4:00 PM TO 8:30 PM	
WILL THE EVENT OCCUPY A PUBLIC AREA? (park, street, etc.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 1.	WILL THE EVENT HAVE A LOUDSPEAKER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 3.
WILL THE EVENT HAVE ALCOHOL PRESENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 2.	WILL THE EVENT HAVE FIREWORKS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 4.

Upon signing any portion of this application, the applicant agrees to follow all rules and regulations set forth by the Riverton City Council and any current orders or directives issued by the Governor.

For alcohol related permits, the applicant accepts all responsibility for ensuring that no one under 21 years of age will be allowed access to any alcoholic beverages during the function and assumes responsibility for civil and criminal liability in the event a person under the age of 21 consumes or possesses alcohol at the function.

FOR OFFICE USE ONLY

SECTION 1: PUBLIC AREA USE PERMITS	
<input checked="" type="checkbox"/> PARK RESERVATION	\$30.00
<input type="checkbox"/> STREET OR RIGHT-OF-WAY CLOSURE	\$50.00
SECTION 2: ALCOHOL PERMITS	
<input checked="" type="checkbox"/> OPEN CONTAINER*	\$25.00
<input type="checkbox"/> CATERING	\$50.00
<input type="checkbox"/> MALT BEVERAGE	\$50.00
<input type="checkbox"/> SPECIAL MALT BEVERAGE	\$500.00
<input type="checkbox"/> MANUFACTURER'S OFF-PREMISE	\$50.00
SECTION 3: LOUDSPEAKER PERMIT	
<input type="checkbox"/> LOUDSPEAKER	\$25.00
SECTION 4: FIREWORKS PERMIT	
<input type="checkbox"/> FIREWORKS*	\$25.00
TOTAL PAYMENT:	\$55.00
*REQUIRES COUNCIL APPROVAL	

SECTION 1: PUBLIC AREA USE PERMITS

TYPES OF PERMITS:

- PARK RESERVATION
- STREET OR RIGHT-OF-WAY CLOSURE*

FEE:

\$30.00
\$50.00

CODE PROVISION:

FOR USE OF SHELTER AREA
RMC 10.04 TEMPORARY TRAFFIC MODIFICATION

PARK RESERVATION (SHELTER ONLY):

SPECIAL REQUESTS (i.e. bounce house, stakes, electricity, etc.)

none

This only reserves the shelter area and does not guarantee cleanliness of facilities or use of restrooms - please plan accordingly.
Alcohol is not permitted without proper permit (see Section 2, if alcohol will be present).
Bounce houses, tents, stakes, etc. must be approved by parks staff.
The location shall be left clean and free of debris.

Verified via phone 6/1/23 -MB

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: 6/1/2023

AMOUNT PAID: \$30.00

SIGN WEBSITE

APPROVED / DENIED ON: 6/1/2023

Max Batista
City Clerk Signature

OTHER CONDITIONS SET FORTH BY PARKS SUPERVISOR (OR DESIGNEE):

STREET OR RIGHT-OF-WAY CLOSURE REQUEST:

LOCATION DESCRIPTION OF DESIRED CLOSURE:

CLOSURE IMPACT (i.e. total closure, partial closure, remain open to traffic) Attach event map and traffic control plan:

EVENT DESCRIPTION:

STREET BARRICADES:

- CITY
- EVENT SPONSOR

PLEASE EXPLAIN BARRICADE TYPE PER TRAFFIC CONTROL PLAN.

PLEASE EXPLAIN HOW YOU WILL NOTIFY NEIGHBORS WHO MAY BE IMPACTED BY THE REQUESTED CLOSURE (i.e. door hangers, letters, in-person request, etc.):

STATE HIGHWAYS REQUIRE ADDITIONAL PERMITTING FROM WYDOT

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID:

AMOUNT PAID:

APPROVED / DENIED ON:

City Clerk Signature

OTHER CONDITIONS SET FORTH BY CHIEF OF POLICE (OR DESIGNEE):

OTHER CONDITIONS SET FORTH BY PUBLIC WORKS DIRECTOR (OR DESIGNEE):

SECTION 2: ALCOHOL PERMITS

TYPES OF PERMITS:

- OPEN CONTAINER*
- CATERING
- MALT BEVERAGE
- SPECIAL MALT BEVERAGE
- MANUFACTURER'S OFF-PREMISE

FEE:

- \$25.00
- \$50.00
- \$50.00
- \$500.00
- \$50.00

CODE PROVISION:

- RMC 5.04.070 Allows alcoholic beverages on City property by permit with Council approval only.
- RMC 5.04.230 Allows retail liquor license holders to sell alcohol or malt beverages outside of their licensed building.
- RMC 5.04.100 Allows for the sale of malt liquors only for a picnic, bazaar, fair, rodeo, or similar gathering.
- RMC 5.04.120 Allows for the sale of malt liquors at public centers for an entire year.
- RMC 5.04.100 Allows for the sale of product at meetings, conventions, private parties, dinners, or similar gatherings.

NUMBER OF PEOPLE IN ATTENDANCE:

50

WILL UNDERAGE CHILDREN BE PRESENT?

YES NO

IF UNDERAGE CHILDREN WILL BE PRESENT, PLEASE EXPLAIN HOW YOU WILL ENFORCE THE PROHIBITION OF UNDERAGE DRINKING AT YOUR EVENT:

separate supervision & separate coolers for alcohol

OPEN CONTAINER PERMIT (OUTSIDE EVENTS ON PUBLIC PROPERTY OR RIGHT-OF-WAY ONLY):

- The sale of alcohol is not permitted.
- Open containers are not allowed outside of the permitted area.
- The location shall be left clean and free of debris.

Verified via phone 6/1/2023 -MB

Signature of Applicant

***REQUIRES COUNCIL APPROVAL**

FOR OFFICE USE ONLY

DATE PAID: 6/1/2023

PUBLIC HEARING DATE: 6/6/2023

OF PERMITS APPROVED: 0

APPROVED / DENIED BY COUNCIL ACTION ON: _____

City Clerk Signature

OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:

CATERING PERMIT (RETAIL LIQUOR LICENSE HOLDER ONLY):

LIQUOR LICENSE HOLDER:

PLEASE EXPLAIN YOUR SECURITY PLAN:

PLEASE DESCRIBE IN DETAIL HOW THE PERMITTED AREA IN WHICH SALES, POSSESSION, AND CONSUMPTION OF ALCOHOLIC BEVERAGES WILL BE RESTRICTED:

PLEASE DESCRIBE YOUR DESIGNATED DRIVER PLAN (i.e. offer free beverages to designated drivers, provide taxis, etc.)

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: _____

AMOUNT PAID: _____

OF PERMITS APPROVED: _____

APPROVED / DENIED ON: _____

City Clerk Signature

OTHER CONDITIONS SET FORTH BY CHIEF OF POLICE (OR DESIGNEE):

OTHER CONDITIONS SET FORTH BY CITY CLERK (OR DESIGNEE):



CITY OF RIVERTON
EVENT APPLICATION
&
USE OF PUBLIC SPACE

APPROVAL CARD

EVENT INFORMATION

NAME OF APPLICANT/RESPONSIBLE PARTY:

Ann Kalbach

ADDRESS, CITY, STATE, ZIP:

**314 Antelope Dr.
Riverton, WY 82501**

ORGANIZATION (IF APPLICABLE):

CONTACT PHONE NUMBER:

307-851-1516

CONTACT EMAIL ADDRESS:

ms.annkalbach@gmail.com

NAME & PURPOSE OF EVENT:

Memorial BBQ

LOCATION OF EVENT:

Teter Park

DATE(S) OF EVENT:

June 10, 2023

TIME OF EVENT:

FROM **4:00** PM TO **8:30** PM

The following application(s):

- PARK RESERVATION
- STREET OR RIGHT-OF-WAY CLOSURE*
- OPEN CONTAINER*
- CATERING
- MALT BEVERAGE
- SPECIAL MALT BEVERAGE
- MANUFACTURER'S OFF-PREMISE
- LOUDSPEAKER
- FIREWORKS*

are hereby:

- APPROVED AS SUBMITTED
- APPROVED WITH ADDITIONAL CONDITIONS
- DENIED

on:

Date

City Clerk Signature

ADDITIONAL CONDITIONS:

Section 2 Alcohol Permits - Conditions set forth by Riverton City Council:

ID & Distribution Requirements:

Check identification - NO sales to underage person(s).

Alcohol sales & consumption must be restricted to a specific area.

No person distributing or managing alcohol sales shall consume alcohol.

No sales to obviously intoxicated individuals.

Servers must be at least 21 years of age.

Only two cans/cups of alcohol may be purchased by one person at one time.

The distribution/consumption area shall be clearly marked. No one under the age of 21 shall be allowed in the distribution area.

Warning signs restricting access by underage persons to the dispensing area shall be posted.

Distribution & consumption of alcohol shall conclude at least one hour prior to end of the event.

Alcohol intoxication awareness training for management, security, and servers.

Dispensing of Alcohol:

Use plastic cups or aluminum cans. No glass containers.

Use distinguishable containers.

Nonalcoholic beverages must be offered free of charge at a location separate from the alcohol dispensing area.

Other:

Leave site clean and free of debris.

Provide copy of approval card to all event staff.

Keep an accurate incident log & submit to the City Clerk within 72 hours of event completion.



CITY OF RIVERTON

EVENT APPLICATION

&

USE OF PUBLIC SPACE

All applicable fees must be paid at time of submittal and are non-refundable. Please provide two (2) business days for staff approved items and up to three (3) weeks for council approved items (street closures, open container permits, & fireworks permits). Please contact the City Clerk's office at (307) 856-2227 with any questions.

EVENT INFORMATION

NAME OF APPLICANT/RESPONSIBLE PARTY: Marilou Vaughn		ADDRESS, CITY, STATE, ZIP: 120 S 7th W Riverton, WY 82501	
ORGANIZATION (IF APPLICABLE):			
CONTACT PHONE NUMBER: 307-851-0005		CONTACT EMAIL ADDRESS: mvaughn1@bresnan.net	
NAME & PURPOSE OF EVENT: Family Gathering			
LOCATION OF EVENT: Monroe Park			
DATE(S) OF EVENT: July 12th, 2023			
TIME OF EVENT: FROM 3:00 PM TO 8:30 PM			
WILL THE EVENT OCCUPY A PUBLIC AREA? (park, street, etc.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 1.		WILL THE EVENT HAVE A LOUDSPEAKER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 3.	
WILL THE EVENT HAVE ALCOHOL PRESENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 2.		WILL THE EVENT HAVE FIREWORKS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 4.	

Upon signing any portion of this application, the applicant agrees to follow all rules and regulations set forth by the Riverton City Council and any current orders or directives issued by the Governor.

For alcohol related permits, the applicant accepts all responsibility for ensuring that no one under 21 years of age will be allowed access to any alcoholic beverages during the function and assumes responsibility for civil and criminal liability in the event a person under the age of 21 consumes or possesses alcohol at the function.

FOR OFFICE USE ONLY

SECTION 1: PUBLIC AREA USE PERMITS	
<input checked="" type="checkbox"/> PARK RESERVATION	\$30.00
<input type="checkbox"/> STREET OR RIGHT-OF-WAY CLOSURE	\$50.00
SECTION 2: ALCOHOL PERMITS	
<input checked="" type="checkbox"/> OPEN CONTAINER*	\$25.00
<input type="checkbox"/> CATERING	\$50.00
<input type="checkbox"/> MALT BEVERAGE	\$50.00
<input type="checkbox"/> SPECIAL MALT BEVERAGE	\$500.00
<input type="checkbox"/> MANUFACTURER'S OFF-PREMISE	\$50.00
SECTION 3: LOUDSPEAKER PERMIT	
<input type="checkbox"/> LOUDSPEAKER	\$25.00
SECTION 4: FIREWORKS PERMIT	
<input type="checkbox"/> FIREWORKS*	\$25.00
TOTAL PAYMENT:	\$55.00

*REQUIRES COUNCIL APPROVAL

SECTION 1: PUBLIC AREA USE PERMITS

TYPES OF PERMITS:

PARK RESERVATION

STREET OR RIGHT-OF-WAY CLOSURE*

FEE:

\$30.00

\$50.00

CODE PROVISION:

FOR USE OF SHELTER AREA

RMC 10.04 TEMPORARY TRAFFIC MODIFICATION

PARK RESERVATION (SHELTER ONLY):

SPECIAL REQUESTS (i.e. bounce house, stakes, electricity, etc.)

This only reserves the shelter area and does not guarantee cleanliness of facilities or use of restrooms - please plan accordingly.

Alcohol is not permitted without proper permit (see Section 2, if alcohol will be present).

Bounce houses, tents, stakes, etc. must be approved by parks staff.

The location shall be left clean and free of debris.

Verified via phone 5/16/2023 -MB

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: 5/16/2023

AMOUNT PAID: \$30.00

SIGN

WEBSITE

APPROVED / DENIED ON:

5/16/2023

Max Batista

City Clerk Signature

OTHER CONDITIONS SET FORTH BY PARKS SUPERVISOR (OR DESIGNEE):

STREET OR RIGHT-OF-WAY CLOSURE REQUEST:

LOCATION DESCRIPTION OF DESIRED CLOSURE:

CLOSURE IMPACT (i.e. total closure, partial closure, remain open to traffic) Attach event map and traffic control plan:

EVENT DESCRIPTION:

STREET BARRICADES:

CITY

EVENT SPONSOR

PLEASE EXPLAIN BARRICADE TYPE PER TRAFFIC CONTROL PLAN.

PLEASE EXPLAIN HOW YOU WILL NOTIFY NEIGHBORS WHO MAY BE IMPACTED BY THE REQUESTED CLOSURE (i.e. door hangers, letters, in-person request, etc.):

STATE HIGHWAYS REQUIRE ADDITIONAL PERMITTING FROM WYDOT

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID:

AMOUNT PAID:

APPROVED / DENIED ON:

City Clerk Signature

OTHER CONDITIONS SET FORTH BY CHIEF OF POLICE (OR DESIGNEE):

OTHER CONDITIONS SET FORTH BY PUBLIC WORKS DIRECTOR (OR DESIGNEE):

SECTION 2: ALCOHOL PERMITS

TYPES OF PERMITS:	FEE:	CODE PROVISION:
<input checked="" type="checkbox"/> OPEN CONTAINER*	\$25.00	RMC 5.04.070 Allows alcoholic beverages on City property by permit with Council approval only.
<input type="checkbox"/> CATERING	\$50.00	RMC 5.04.230 Allows retail liquor license holders to sell alcohol or malt beverages outside of their licensed building.
<input type="checkbox"/> MALT BEVERAGE	\$50.00	RMC 5.04.100 Allows for the sale of malt liquors only for a picnic, bazaar, fair, rodeo, or similar gathering.
<input type="checkbox"/> SPECIAL MALT BEVERAGE	\$500.00	RMC 5.04.120 Allows for the sale of malt liquors at public centers for an entire year.
<input type="checkbox"/> MANUFACTURER'S OFF-PREMISE	\$50.00	RMC 5.04.100 Allows for the sale of product at meetings, conventions, private parties, dinners, or similar gatherings.

NUMBER OF PEOPLE IN ATTENDANCE: 50-100 30-50	WILL UNDERAGE CHILDREN BE PRESENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	---

IF UNDERAGE CHILDREN WILL BE PRESENT, PLEASE EXPLAIN HOW YOU WILL ENFORCE THE PROHIBITION OF UNDERAGE DRINKING AT YOUR EVENT:
 Adult supervision, separate alcohol cooler

OPEN CONTAINER PERMIT (OUTSIDE EVENTS ON PUBLIC PROPERTY OR RIGHT-OF-WAY ONLY):
 The sale of alcohol is not permitted.
 Open containers are not allowed outside of the permitted area.
 The location shall be left clean and free of debris.

Verified via phone 5/16/2023 -MB

*REQUIRES COUNCIL APPROVAL Signature of Applicant

FOR OFFICE USE ONLY		
DATE PAID: 5/16/2023	PUBLIC HEARING DATE: 6/6/2023	# OF PERMITS APPROVED: 0
<input type="checkbox"/> APPROVED / <input type="checkbox"/> DENIED BY COUNCIL ACTION ON: _____		City Clerk Signature _____
OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:		

CATERING PERMIT (RETAIL LIQUOR LICENSE HOLDER ONLY):
 LIQUOR LICENSE HOLDER:

PLEASE EXPLAIN YOUR SECURITY PLAN:

PLEASE DESCRIBE IN DETAIL HOW THE PERMITTED AREA IN WHICH SALES, POSSESSION, AND CONSUMPTION OF ALCOHOLIC BEVERAGES WILL BE RESTRICTED:

PLEASE DESCRIBE YOUR DESIGNATED DRIVER PLAN (i.e. offer free beverages to designated drivers, provide taxis, etc.)

Signature of Applicant

FOR OFFICE USE ONLY		
DATE PAID: _____	AMOUNT PAID: _____	# OF PERMITS APPROVED: _____
<input type="checkbox"/> APPROVED / <input type="checkbox"/> DENIED ON: _____		City Clerk Signature _____

OTHER CONDITIONS SET FORTH BY CHIEF OF POLICE (OR DESIGNEE):

OTHER CONDITIONS SET FORTH BY CITY CLERK (OR DESIGNEE):

Section 2 Alcohol Permits - Conditions set forth by Riverton City Council:

ID & Distribution Requirements:

- Check identification - NO sales to underage person(s).
- Alcohol sales & consumption must be restricted to a specific area.
- No person distributing or managing alcohol sales shall consume alcohol.
- No sales to obviously intoxicated individuals.
- Servers must be at least 21 years of age.
- Only two cans/cups of alcohol may be purchased by one person at one time.
- The distribution/consumption area shall be clearly marked. No one under the age of 21 shall be allowed in the distribution area.
- Warning signs restricting access by underage persons to the dispensing area shall be posted.
- Distribution & consumption of alcohol shall conclude at least one hour prior to end of the event.
- Alcohol intoxication awareness training for management, security, and servers.

Dispensing of Alcohol:

- Use plastic cups or aluminum cans. No glass containers.
- Use distinguishable containers.
- Nonalcoholic beverages must be offered free of charge at a location separate from the alcohol dispensing area.

Other:

- Leave site clean and free of debris.
- Provide copy of approval card to all event staff.
- Keep an accurate incident log & submit to the City Clerk within 72 hours of event completion.

City of Riverton, Wyoming



FIREWORKS PERMIT APPLICATION

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

Name of Applicant: Riverton Little League

Address: P.O. Box 1083 Riverton, WY 82501

Telephone Number: (307) 840-1571

Event for the purpose of fireworks display: celebrating the end of the little league season

Location of the Event: Ron Saban Complex on Smith Road

Start/Finish time of the event: dark or about 9 PM it'll last about 30 minutes

Person in charge of fireworks display or pyrotechnic operations: Dustin McLaughlin/matt Dalley

Conditions of Permit

- Fireworks displays must follow guidelines established per Chapter 33, Sections 3301, 3302, 3308 and Chapter 4 Section 403, International Fire Code (IFC) current edition as specified by RMC and NFPA 1123 or NFPA 1126.
- Letter of recommendation from the Fire Chief of the Riverton Volunteer Fire Department must accompany permit application
- Required attendance at public hearing, upon notification
- Attach site plan per IFC 2003, Section 3308.2.1.
- Required advertising in local newspaper or media to inform the public of the event(s).
- List type(s) and Class of fireworks to be displayed (IFC 3308.3).

This will be very similar in size/length and presentation to what's been done in years past.

Signature of Applicant: [Signature]

Date: 5/31/23

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

CITY OF RIVERTON, WYOMING

City Clerk

Date application filed _____	Fee Paid _____
Public Hearing date _____	Date advertised _____
Notification to Owner _____	Copy to City Staff _____

Revised 6/14

Riverton Volunteer Fire Department

Assistant Chief - Jesse Cassity
RRT Admin - Mike Hutchison

Treasurer - Chance Hinkle
Secretary - Terry Heard



Fire Chief - Jake Blumenshine

June 1, 2023

To Whom it May Concern:

On behalf of the Riverton Volunteer Fire Department I am endorsing the use of fireworks for a display to be held June 22, 2023. With the understanding that the firework display will be held at the old dump just south of the Riverton Bale Station, as it has been held there in the past.

RFD will be on standby with wildland trucks and an engine company if anything should arise.

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

If you have any questions, please feel free to contact me directly at (307) 851-4430.

Thank you,


A handwritten signature in black ink, which appears to read "Jake Blumenshine".

**Fire Chief
Jake Blumenshine
(307) 851-4430**



CITY COUNCIL STAFF REPORT

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

FROM: Kyle J. Butterfield, City Administrator 

DATE: June 6, 2023

SUBJECT: Tobacco Ordinance

Recommendation: The City Council approves on first reading Ordinance No. 23-006 related to the purchase, use, or possession of tobacco.

Background: President Trump signed legislation amending the Federal Food, Drug, and Cosmetic Act to raise the federal minimum age for the sale of tobacco products from 18 to 21 years. This legislation, known as “Tobacco 21” or “T21,” makes it illegal for a retailer to sell any tobacco product—including cigarettes, cigars, and e-cigarettes—to anyone under 21.

Wyoming Statute § 14-3-302 mirrors federal T21 legislation and states that “no individual shall sell, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.” Fines for violating this statute begin at \$250 and escalate to \$500 and \$750 for subsequent offenses. Wyoming Statute § 14-3-304 and § 14-3-305 make it illegal to purchase or possess nicotine products—including electronic cigarettes and vapor material—for individuals under the age of 21. Any person violating these statutes “is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).” The court may allow violators to perform community service or attend a tobacco or nicotine cessation program and be granted credit against their fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.

Riverton Municipal Code is in conflict with the above referenced federal and state laws. Specifically, it has not been updated since the age limit was increased from 18 to 21 for the purchase or possession of tobacco products. The existing code is included below.

9.16.030 Purchase, use or possession of tobacco by minors prohibited.

A. No person under the age of eighteen (18) years shall:

- 1. Purchase tobacco products;***
- 2. Misrepresent his or her identity or age, or use any false or altered identification for the purpose of purchasing tobacco products; or***
- 3. Possess or use any tobacco product or “vaping” device that involves inhaling vapors or fumes, regardless of the substance being inhaled.***

B. Any person who violates any provision of subsection A of this section is guilty of a misdemeanor, and shall be subject to RMC 1.20 “General Penalty.” Any person charged with a violation of subsection A must appear in court with a parent or legal guardian.

C. *It is an affirmative defense to a prosecution for a violation of subsection (A)(3) of this section, that the person possessed or used the tobacco product in the home of, or under the direct supervision of, his or her parent or guardian.*

D. *For the purpose of this section, “tobacco products” means any substance containing tobacco leaf or nicotine, regardless of origin, including without limitation, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco. Vaping devices, including electronic cigarettes, regardless of the substance intended for inhalation, are included as violations of this section. (Ord. 16-001 § 1, 2016; prior code § 16-106)*

Discussion: The aforementioned conflict was discussed by the City Council during its work session on May 9, 2023. The consensus of the council during that meeting was to update the existing language of the city code to match federal and state law. The proposed ordinance does so.

9.16.030 Purchase, use or possession of tobacco ~~by minors~~ prohibited.

A. *No person under the age of ~~eighteen (18)~~twenty-one (21) years shall:*

1. *Purchase tobacco products;*
2. *Misrepresent his or her identity or age, or use any false or altered identification for the purpose of purchasing tobacco products; or*
3. *Possess or use any tobacco product or “vaping” device that involves inhaling vapors or fumes, regardless of the substance being inhaled.*

B. *Any person who violates any provision of subsection A of this section is guilty of a misdemeanor, and shall be subject to RMC 1.20 “General Penalty.” Any person charged with a violation of subsection A must appear in court with a parent or legal guardian.*

C. *It is an affirmative defense to a prosecution for a violation of subsection (A)(3) of this section, that the person possessed or used the tobacco product in the home of, or under the direct supervision of, his or her parent or guardian.*

D. *For the purpose of this section, “tobacco products” means any substance containing tobacco leaf or nicotine, regardless of origin, including without limitation, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco. Vaping devices, including electronic cigarettes, regardless of the substance intended for inhalation, are included as violations of this section*

Budget Impact: None.

PROPOSED ORDINANCE NO. 23-006

AN ORDINANCE AMENDING TITLE 9 “PUBLIC PEACE, MORALS AND WELFARE” TO REVISE CHAPTER 9.16 “OFFENSES BY OR AGAINST MINORS”, SECTION 09.16.030 “PURCHASE, USE OR POSSESSION OF TOBACCO BY MINORS PROHIBITED”, OF THE RIVERTON MUNICIPAL CODE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 9.16.030 of the Municipal Code for the City of Riverton is hereby amended to read as follows:

9.16.030 Purchase, use or possession of tobacco ~~by minors~~ prohibited.

A. No person under the age of ~~eighteen (18)~~twenty-one (21) years shall:

1. Purchase tobacco products;
2. Misrepresent his or her identity or age, or use any false or altered identification for the purpose of purchasing tobacco products; or
3. Possess or use any tobacco product or “vaping” device that involves inhaling vapors or fumes, regardless of the substance being inhaled.

B. Any person who violates any provision of subsection A of this section is guilty of a misdemeanor, and shall be subject to RMC 1.20 “General Penalty.” Any person charged with a violation of subsection A must appear in court with a parent or legal guardian.

C. It is an affirmative defense to a prosecution for a violation of subsection (A)(3) of this section, that the person possessed or used the tobacco product in the home of, or under the direct supervision of, his or her parent or guardian.

D. For the purpose of this section, “tobacco products” means any substance containing tobacco leaf or nicotine, regardless of origin, including without limitation, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco. Vaping devices, including electronic cigarettes, regardless of the substance intended for inhalation, are included as violations of this section.

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

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

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2023.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 23-006 was passed, adopted, and approved by the Governing Body of the City of Riverton on the _____ day of _____, 2023. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being _____.

Kristin S. Watson
City Clerk/Human Resource Director

CITY COUNCIL STAFF REPORT

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

FROM: Michael Miller, Director of Community Development

THROUGH: Kyle Butterfield, City Administrator

DATE: June 6th, 2023

SUBJECT: Gilpatrick Easement

Recommendation: The City Council approve a 60 foot access, drainage, irrigation and utility easement to Richard and Josephine Gilpatrick.

Background: An easement currently exists across a parcel of land owned by the City of Riverton adjacent to Paradise Valley Road. This easement allows access to Richard and Josephine Gilpatrick's land located to the East of the City of Riverton's parcel. It is an access, drainage, irrigation and utility easement that is 60 feet wide for ingress/egress and utility use.

Discussion: The language in the above referenced easement states that in the event of future development and expansion of the airport, the easement can be revoked or vacated with a 6 month written notice. It also indicates that the easement will not continue in perpetuity should the Gilpatrick's sell their parcel of land in the future. Altering the language of the easement to remove the revocability will allow the Gilpatrick's to sell a subdivided portion of their land without the new buyer losing access to the new parcel of land. The location and size of the easement will remain the same.

A new easement to replaced the aforementioned current easement was presented at City Council on May 16th, 2023. It was unanimously approved. However, after further review, the Gilpatrick's disputed some of the new language in the easement as it presented unforeseen challenges to them and the buyer of the proposed subdivided parcel. The Gilpatrick's have respectfully requested the city void its previous action and take new action on the attached easement. This easement is very similar to the easement that was previously approved by the council, but has clearer language related to rights and responsibilities of the parties involved. Staff and the city's legal council support the revised, new easement.

Alternatives:

- Deny the new easement
- Approve the easement with stipulations or conditions

Budget Impact: No immediate budget impact from staff recommendation

A 60 FOOT ACCESS, DRAINAGE, IRRIGATION AND UTILITY EASEMENT

This Access, Drainage, Irrigation and Utility Easement, dated this ____ day of June, 2023, from CITY OF RIVERTON, a Municipality, Grantor, whose address is 816 North Federal Blvd, Riverton, WY 82501, for value received, hereby grants to FF INVESTMENTS LP, a Wyoming limited partnership, Grantees, whose address is 717 West Monroe Avenue Riverton, Wyoming 82501, their successors, heirs, and assigns, a non-exclusive easement for ingress and egress, maintenance, repair and use of an access, drainage, irrigation and utility easement as purposed, as currently constructed or to be constructed, said easement being described as follows, to wit:

Beginning at the Center 1/4 corner of said Section 12, being a found 2 ½” aluminum cap monument inscribed IME PLS 5134; thence from said Point of Beginning, S 89°41’22” W, along the north line of said SW1/4, a distance of 1774.54 feet to the traveled centerline of Paradise Valley Road; thence S 42°59’37” W, along said traveled centerline, a distance of 82.45 feet; thence N 89°41’22” E, parallel with said north line, a distance of 1830.98 feet to a point on the east line of said SW ¼; thence N00°12’07” W, along said east line a distance of 60.00 feet to the Point of Beginning of this easement description, containing 108,166 square feet, or 2.48 acres of land, more or less, and subject to all easement, rights-of-way, and restrictions of record.

Basis of Bearing being N 89°41’22” E along the north line of the SW1/4 of Section 12, T.1N., R.3E., W.R.M., Fremont County, Wyoming, and being relative to grid north of the Wyoming State Plane Coordinate System, West Central Zone.

For the benefit and appurtenant to all lands of the Grantee, being described as follows:

The N½SE¼ Section 12, Township 1 North, Range 3 East; Lot 3 (NW¼SW¼), NE¼SW¼, W½NE¼, E½NW¼, Section 7, Township 1 North Range 4 East, Wind River Meridian, Fremont County, Wyoming.

This easement shall be binding upon the heirs, devisees, personal representatives, successors, and assigns of the parties hereto.

Approved and dated this ____ day of June, 2023.

Tim Hancock, Mayor
City of Riverton

Attest:
Kristin Watson, City Clerk/HR Director
City of Riverton

Richard M. Gilpatrick
FF Investments, LP

Josephine Gilpatrick
FF Investments, LP

STATE OF WYOMING)
)
COUNTY OF FREMONT)


On this ____ day of _____, 2023, before me, a notary public in and for said State, personally appeared _____, as _____, and _____, as _____ for the FF Investments LP, know to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public
Commission expires:

CITY COUNCIL STAFF REPORT

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

THROUGH: Kyle J. Butterfield City Administrator 

DATE: June 6, 2023

SUBJECT: Crop Dusters, LLC Lease Agreement

Recommendation: The City Council enters into a lease agreement with Cop Dusters, LLC for ground lease space at Central Wyoming Regional Airport (RIW)

Background: Pursuant to FAA grant assurances and United States Code, the City of Riverton is required to make RIW as self-sustaining as possible under the specific circumstances existing at the airport. To do so, the City of Riverton has established a number of fees to charge users of airport facilities. One of these fees is terminal/ground lease fees and fuel flowage fees.

Discussion: Crop Dusters, LLC provides aerial application services and desires to operate out of RIW and work in Fremont County. To support its airfield operations, Crop Dusters, LLC requires an 8,943 square foot ground footprint (see attachment). In order to be equitable and fair in the administration of fees at RIW, the City of Riverton needs to execute a lease agreement with Crop Dusters, LLC for the space that it plans to occupy. Consequently, staff has prepared the attached lease agreement and recommends the City Council execute the agreement with Crop Dusters, LLC.

Crop Dusters, LLC previously operated as Airtime Aerial, LLC. Airtime Aerial, LLC entered into a lease agreement with the City of Riverton in 2018. Its agreement expires June 30, 2023.

Budget Impact: The footprint of the lease is 8,943 square feet. The current rate for this type of ground lease is \$0.18. The annual revenue generated from this lease agreement is \$1,610. Crop Dusters, LLC is also responsible to remit a five cent flowage fee for fuel it loads of its own accord on the airfield.

LEASE AGREEMENT

This Agreement is entered into by the CITY OF RIVERTON, Fremont County, Wyoming, a Municipal Corporation, ("City"), and Crop Dusters LLC ("Lessee"). The parties agree as follows:

1. In consideration of the covenants hereinafter set forth to be kept and performed by Lessee, City hereby leases to Lessee the following described property:

See Attached "Exhibit A"

A parcel of land in the W1/2SW1/4 of Section 18, T1N, R4E, WRM; Fremont County, Wyoming and more particularly described as follows: Commencing at the S1/4 corner of said Section 18; thence N 34°19'14" W, 2250.50' to the POINT OF BEGINNING. Thence N 01°14'12" W 79.93'; thence S 88°45'48" W, 132.34; thence S 00°00'00" E, 73.95'; thence N 88°45'48" E, 133.94'

2. TERM:

2.01: The term of this agreement shall be for a period of twelve (12) months commencing July 1, 2023 and terminating June 30, 2024. Lessee shall thereafter have an option of four (4) successive renewal terms of one year on such terms and conditions as may be mutually agreed between the parties.

2.02: Ninety (90) days prior to the expiration of this Lease Agreement, Lessee shall contact by letter City informing City of the pending expiration and subsequent option to renew. If the Lease Agreement is not then in default, Lessee shall have the option to renew this Lease Agreement on such terms and conditions mutually agreed upon by both parties except for the establishment of the land rental as herein provided. Option shall be for a period of one (1) year and shall be exercised by notice in writing given to the City not less than thirty (30) days before the last day of the expiring term.

3. ANNUAL CASH RENTAL:

3.01: Lessee shall then pay to City for the right of utilizing and renting the described space in "Exhibit A" an annual rental fee of \$1,610 (8,943 sq. ft. X \$0.18 per sq. ft.), said rental fees to be adjusted annually on the first day of July by applying the formula as set forth in this paragraph. The annual average for the United States for all items in the Consumer Price Index for the 12-month period ended in May as published by the U.S. Department of Labor shall be compared with the average one year preceding. The percentage increase resulting shall be applied to the amount of cash rental set forth in this section.

3.02: In addition to the minimum cash rental payments set forth above, Lessee shall pay to City five cents (5¢) for each gallon of all aviation fuel, including jet fuel, but excluding ground automotive fuel, loaded by the Lessee, which additional rent shall be paid to City on or before the tenth (10th) day after the close of the calendar month for such fuel loadings made during the preceding month. Rent payments made hereunder shall be accompanied by a statement from the Lessee showing the quantities by gallon of all fuel loaded in the month accounted for and a statement from the fuel supplier stating the number of gallons delivered to Lessee during said month.

4. TAXES AND ASSESSMENTS: Lessee shall pay promptly when due all taxes and assessments which may be levied or charged against the premises or the buildings and improvements erected thereon.
5. BUILDING PERMITS: Lessee shall obtain a building permit from City and the approval of the City for any buildings or improvements placed thereon, and not to alter the same without first submitting all plans and specifications to the City and obtaining approval therefore.
6. UTILITIES: Any utilities or other public services which Lessee desires to use on the premises shall be placed underground in easements prescribed for such use and "as built" plans of the locations of such utility lines shall be provided to the Airport Manager. All utility arrangements shall be the sole responsibility of Lessee.
7. MAINTENANCE OF PREMISES: Lessee shall:

1. Keep and maintain the premises and all improvements thereon and parts thereof in good and substantial repair and condition;
2. Maintain the premises free from the accumulation of junk and debris;
3. Keep weeds and grass cut at all times; and
4. Not place, nor permit or suffer to be placed, advertising signs on the premises, nor painted on any buildings or improvements situated thereon, without the prior written approval of the Lessor.
5. Maintenance of the premises shall include an area extending ten (10) feet beyond the perimeter of any structures.

8. SUBLETS AND ASSIGNMENTS:

8.01: Lessee shall not assign, sublease, or transfer any of the rights, privileges, uses or interest arising hereunder unless first obtaining the written acknowledgement and approval of City.

8.02: Upon receipt of written acknowledgement and approval of City under Section 8.01, Lessee shall then have the right to sublease all of the space demised hereunder; provided, however, that the Subtenant shall be subject to the same conditions, obligations and terms as set forth herein, and Lessee shall be responsible for the observance of Subtenant of the terms and covenants of the Lease Agreement. Lessee shall provide City a copy of any such sublease agreement.

8.03: Upon written acknowledgement and approval by City under Section 8.01, Lessee shall have the right to transfer ownership of all structures, installations, equipment, and improvements on the demised premises. Upon completion of the transfer and the signing of the Lease Agreement by the new owner/Lessee, the previous Lessee's Lease Agreement is terminated and any and all liability and financial interest is severed between former Lessee and City. The term of the Lease Agreement between City and new Lessee shall be that stipulated by the Lease Agreement of the former Lessee.

8.04: At all times and without notification of City by Lessee, Lessee is allowed to park additional aircraft on ramp.

9. CONFORMANCE WITH LAWS: Lessee shall comply with all local, state, and federal laws, and regulations, and shall not engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religious belief. Lessee shall not use or permit the use of the premises or any part thereof for any purpose that may be contrary to local, state, or federal laws and regulations, either as the same are now or may hereinafter be enacted. Including, without limitation, Federal Aviation Agency regulations and the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F shall not discriminate against any individual because of religious belief.

10. LIABILITY: Lessee shall defend, and indemnify City from any and all loss, expense or liability, resulting from negligence of Lessee or any of its employees or agents in their use and occupancy of said premises, except that Lessee shall not be liable for loss or damage to City's property caused by fire or other hazards including vandalism and malicious mischief insured under an extended coverage endorsement. Lessee shall obtain and keep in force throughout the term of this lease a commercial general liability policy of insurance with limits not less than:

General Aggregate Limit	\$500,000.00
Products/Completed Operations Aggregate	\$500,000.00
Personal and/or Advertising Liability Limit	\$500,000.00

Each Occurrence Limit	\$500,000.00
Fire Damage Limit	\$ 50,000.00
Medical Expense Limit (any one person)	\$ 5,000.00

Lessee shall furnish current certificates of insurance to City annually and City shall, at Lessee's request, furnish current evidence of insurance to Lessee as regards City's property insurance. The insurance limits are subject to compliance with any future legislative action changing the coverage requirements in compliance with the Wyoming Governmental Immunity Act.

11. LOSS OR DESTRUCTION OF DEMISED PREMISES: In the event the premises is wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within 120 days after the date of which the damage or destruction occurs, then this Lease Agreement, at the option of City, shall cease and terminate as of the date on which the destruction or damage occurred. Upon such termination, City shall repay to Lessee any rents theretofore paid by the Lessee with respect to any period subsequent to the date of such termination and thereon Lessee shall immediately surrender possession of the premises to City. If such destruction or damage can be repaired within the 120-day period referenced above, Lessee shall forthwith repair the same with all reasonable diligence and at its own expense, and the lease shall continue in full force and effect.

12. LEASE EXPIRATION: Lessee shall promptly surrender up and deliver possession of said premises to City in as good order and condition as when received by Lessee upon expiration of this lease or upon the termination thereof, as herein provided, except normal wear and tear and damage incurred by an Act of God or otherwise beyond the control of Lessee.

13. LEASE TERMINATION/ALTERATION:
 - 13.01: In the event it becomes necessary to alter or replace this Lease Agreement due to events and conditions unforeseeable at the initiation of this Agreement, upon mutual consent of both parties a good faith effort shall be made by City and Lessee to enter into a new Lease Agreement mutually acceptable to both parties within ninety (90) days prior to the termination of this lease.

 - 13.02: In the event the new Lease Agreement is unacceptable to Lessee, it is considered that no agreement has been reached and the lease shall be terminated. City shall by certified letter inform Lessee of said termination, and the termination date shall be considered to be the date of the receipt of the certified letter by Lessee.

 - 13.03: Upon termination of this agreement by the passage of time or otherwise, the City shall have the option to require either the removal of all structures, installations or improvements within one hundred and twenty (120) days (as per 12.02) at Lessee's expense, or the sale by Lessee of all such structures, installations and improvements on the premises. In the event of a sale, City shall allow Lessee sufficient time to affect a sale at fair market value for all improvements on the premises. During the period prior to the sale, Lessee shall observe the terms and conditions of the new Lease Agreement. Upon written request by Lessee, City can extend the 120-day vacating period indefinitely to account for any factors it deems reasonable.

 - 13.04: At any time, Lessee shall have the right at Lessee's expense to remove the structures, installations and improvements on the premises and deliver possession to City in as good order and condition as when received by Lessee said premises and terminate the Lease Agreement.

14. OPERATIONS COMPLIANCE: Lessee agrees to conduct all operations in accordance with the "Airport Operations Manual: Riverton Regional Airport", the Riverton Regional Airport-Commercial Minimum Standards as the same currently exists and may from time to time be amended, and pursuant to all applicable rules and regulations of the Federal Aviation Administration. Lessee agrees that the premises shall be used exclusively for

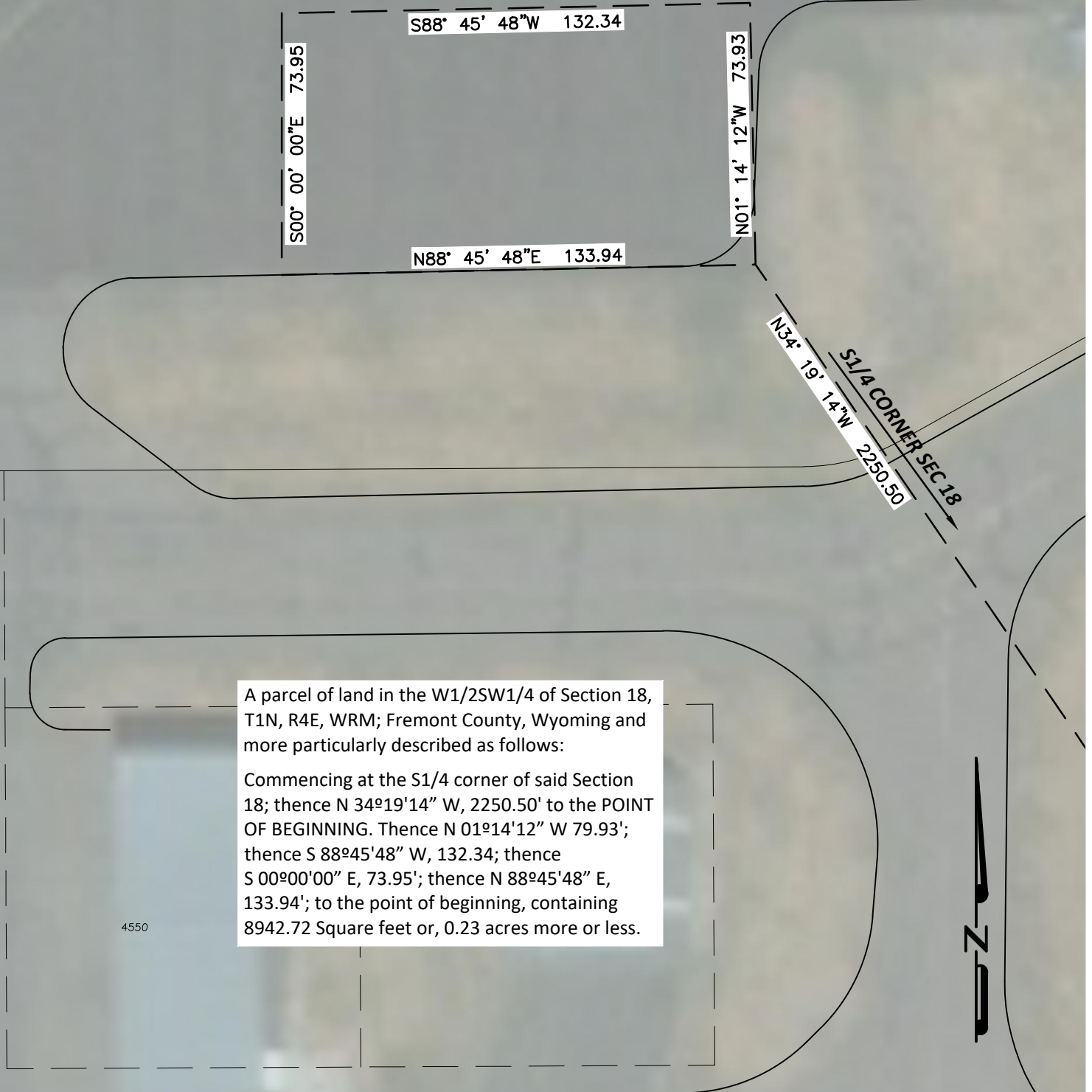
purposes related to aviation.

15. CIVIL RIGHTS COMPLIANCE. Lessee shall not discriminate in hiring practices, contracts, licenses, or services against any individual by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion. The details of compliance methods are explained in Title 49, Part 21, "Effectuation of Title VI of the Civil Rights Act of 1964", copies of which may be obtained from the Government Printing Office.
16. LESSEE'S RIGHTS: In addition to the rights described elsewhere in this Agreement, Lessee shall have the use of the aforesaid premises for construction, installations or general improvements for the primary purpose of non-commercial storage and maintenance of aircraft. Additionally, other uses of the premises by the Lessee shall be permitted as long as the primary use remains for non-commercial storage and maintenance. Leasing of hangar space by the Lessee to other aircraft owners for the purpose of aircraft storage is considered non-commercial use
17. LIEN RIGHT/NON-PERFORMANCE: Leasehold improvements on the premises shall be bound by and subject to a lien for the payment of any rent and for any other damages arising from a breach by the Lessee of any covenant in the Agreement, or for the non-performance of any covenant, and the Lessor may take possession of said improvements and sell or cause the same to be sold at a public or private sale to the highest bidder for cash, and apply the proceeds of said sale towards the cost thereof, and then toward the debt owed by Lessee to City for other damages. In the event of such sale, City must first notify by registered letter Lessee City's intent 60 (sixty) days prior to the sale. Any proceeds of such a sale above the cost of the sale and debt owed by Lessee to City or other damages owed by Lessee shall be returned to the Lessee. After such sale, Lessee shall have no further obligation to the City.
18. AIRPORT FACILITY EXPANSION OR ALTERATION: If, in the opinion of the City, said premises or any part thereof are necessary for the future expansion, improvements, or alterations of the Riverton Regional Airport facilities, the City shall have the right to terminate this lease as to all or any part of the leased premises, upon giving ninety days written notice of such cancellation or termination to the Lessee; providing however, City shall pay the Lessee the fair market value of all improvements permanently erected by Lessee upon the part of the demised premises then subject to cancellation, and in the event the parties are unable to agree upon a fair market value, each party shall appoint an arbitrator and said arbitrators, acting jointly shall determine the fair market value of said improvements, and the amount of their determination shall be binding on both parties.
19. NOTICES: Notices to Lessee required to be provided herein shall be sufficient if sent by United States Mail with sufficient postage prepaid and addressed to Lessee as follows:

Company:	Crop Dusters LLC.
Contact:	Kameron Gradert
Phone:	712-899-2017
Business Address:	3153 460th St. Bldg. N309 Maurice, IA 51036
Billing Address:	610 E. 31st Street Yankton, SD 57078
20. ATTORNEY'S FEE: In the event this Lease is placed in the hands of an attorney for collection of rental, fees or damages, due or becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease, or for failure to observe any of the covenants of this Lease, Lessee shall pay City reasonable attorney's fees for services rendered City in that regard.
21. DISPUTE RESOLUTION: The parties hereto agree that if a dispute arises between them that they are not able to resolve between themselves, then they shall submit the dispute to non-binding mediation prior to either party filing suit. It is specifically acknowledged by the parties that submitting the matter to mediation shall be a condition precedent to either party filing a legal action in court and a remedy that must be exhausted prior to the filing of any such action. If the parties are unable to agree upon a mediator, then each shall select a



EXHIBIT "A"



A parcel of land in the W1/2SW1/4 of Section 18, T1N, R4E, WRM; Fremont County, Wyoming and more particularly described as follows:

Commencing at the S1/4 corner of said Section 18; thence N 34°19'14" W, 2250.50' to the POINT OF BEGINNING. Thence N 01°14'12" W 79.93'; thence S 88°45'48" W, 132.34; thence S 00°00'00" E, 73.95'; thence N 88°45'48" E, 133.94'; to the point of beginning, containing 8942.72 Square feet or, 0.23 acres more or less.

4550



CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Dan Adcock, Operations Division Manager
THROUGH: Kyle Butterfield, City Administrator
DATE: June 6, 2023
SUBJECT: Bid Award to Purchase One (1) new ¾ ton 4x4 Work Truck w/ Plow

Recommendation: The Riverton City Council approves the purchase of One (1) new ¾ ton 4x4 Work Truck w/ Plow from Fremont Chevrolet, GMC, and Buick, in the amount of \$59,880.50.

Background: This early, pre-budget, request for a bid award is based on continuing supply chain and factory-timing issues related to the purchase of light duty trucks. Normally, the ability to order trucks from the factory is available until the summer/fall of each year. This year, the order banks open in May and it is anticipated the order bank will close for light duty trucks in a couple of weeks after opening. This is because the government allocation will have been very quickly met for the year.

In order to meet the above outlined schedule for auto manufacturers, the building maintenance department decided to prepare a bid package and seek an award from the Riverton City Council prior to the adoption of the FY24 budget. Doing so allows fleet staff the ability to prepare and submit an order as soon as the factory order bank opens, but requires the future commitment of funds before the annual budget is established.

Discussion: Wyoming State Statute requires that the purchase of any vehicle be competitively bid. The City of Riverton began soliciting bids for One (1) new ¾ ton 4x4 Work Truck w/ Plow for the Riverton Building Maintenance Department, on May 13, 2023. The bid was publicly opened on May 26, 2022. The following is the breakdown of that competitive bid:


VENDOR	TOTAL BID	UNIT PRICE
Fremont Chevrolet	\$59,880.50	\$59,880.50

Staff proposes the City of Riverton award the bid to Fremont Chevrolet, Buick, and GMC in Riverton, Wyoming.

Budget Impact: The allocation for the vehicles would be \$59,880.50. \$74,400.00 was included in the proposed FY24 budget. If awarded, this reflects a savings of \$14,519.50.

CITY COUNCIL STAFF REPORT

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

THROUGH: Kyle J. Butterfield, City Administrator 

DATE: June 6, 2023

SUBJECT: Right of Way Use Agreement – Advanced Communications Technologies, Inc.

Recommendation: The City Council approves a Right of Way Use Agreement between the City of Riverton and Advanced Communications Technologies, Inc. relating to telecommunication facilities located in city rights of way.

Background: Range Telephone Cooperative, Inc., (Range) is a local exchange carrier providing telecommunication services to southeastern Montana and northeastern Wyoming. Established in 1953 as a non-profit cooperative, Range currently serves over 6,000 subscribers in eighteen telephone exchanges. Included in that area are the six Montana counties of Rosebud, Treasure, Custer, Powder River, Carter, and Big Horn, and the five Wyoming counties of Campbell, Johnson, Weston, Sheridan, and Crook.

In 1991, Range acquired Dubois Telephone Exchange, Inc., which serves customers in Dubois, Crowheart, and Baggs, WY. In 1993, Range purchased sixteen exchanges in Wyoming from US West and formed RT Communications to serve those exchanges. Due to changes in the telecommunications industry and a focus to expand the long-haul fiber network, Range formed Advanced Communications Technology, Inc. in 1997.

Advanced Communications Technologies, doing business as Range, currently serves over 13,000 broadband subscribers to over 30 communities, operates over 4,700 miles of fiber-optic network, and employs over 160 communications professionals. Range has offices in Forsyth, MT, Sheridan, WY, Worland, WY, and Dubois, WY.

Discussion: Advanced Communications Technologies desires to install conduit for a fiber-optic communications system that will run through the corporate boundary of the City of Riverton. This system supports a large scale transmission network across Wyoming. The majority of this network is located within the State of Wyoming's right of way, but a portion of its proposed alignment will reside within the city's right of way. As such, Advanced Communications Technologies is seeking a use agreement from the council to authorize their occupancy of, and operation within the city's right of way.

The attached document denotes the terms and conditions of the proposed right of way use. The initial term is for five years with an option to renew for an additional five years.

Advanced Communications Technologies already has some facilities located within the city's right of way. However, these facilities are not currently covered by a franchise or right of way use agreement.

The proposed agreement will incorporate both the aforementioned proposed use as well as the existing facilities located within the city.

Budget Impact: The agreement requires an initial installation fee and an annual payment for the use of the city's right of way. The initial installation fee is \$1.52 per foot and the annual fee is \$0.35 per foot. The anticipated revenue impact of the agreement is outlined below:

Installation fee:	2,787 linear feet
	<u>x 1.52 per foot</u>
	4,236.24 TOTAL

Annual fee:	2,787 linear feet (proposed)
	5,318 linear feet (existing)
	<u>x 0.35 per foot</u>
	2,836.75 TOTAL

**RIGHT OF WAY USE AGREEMENT BETWEEN
ADVANCED COMMUNICATIONS TECHNOLOGY, INC. (DBA RANGE),
AND THE CITY OF RIVERTON, WYOMING**

This Right-of-Way Use Agreement (this “**Agreement**”) is made and entered into this ___ day of _____, 202-, by and between the City of Riverton, Wyoming (the “**City**”), and Advanced Communications Technology, Inc., dba Range Telephone Cooperative, Inc., (“**Company**”), whose address is P.O. Box 7039, Sheridan, Wyoming 82801. The parties may collectively be referred to herein as the “**Parties**,” and each individually as a “**Party**.”

RECITALS

WHEREAS, the governing body of the City of Riverton may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; including adopting ordinances, resolutions, and regulations, necessary for the health safety and welfare of the City; and,

WHEREAS, Advanced Communications Technology, Inc., (d/b/a Range) desires to install conduit to maintain a fiber-optic communications system on the City's public right-of-ways (Streets); and,

WHEREAS, the terms between the parties are set forth in this Agreement and as set out below.

AGREEMENT

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Purpose of Contract.** To permit Company limited use of the public right-of-way (Streets) for the installation of conduit to maintain a fiber optic communications system. For the purpose of this Agreement only, the terms below are defined as follows:
 - A.** The term "City" means the City of Riverton, Wyoming, a municipal corporation organized under the laws of the State of Wyoming.
 - B.** The term "Company" means the entity described above which is authorized to do business in the State of Wyoming.

- C. The term "Facilities" means the construction and installation of conduits or raceways for fiber optic communications systems at locations specifically described in **Exhibit A**, which is attached and made part of this Agreement.
 - D. The term "Sidewalk" means any portion of a street between the curblineline and the adjacent property line intended for the use of pedestrians.
 - E. The term "Street" means public streets, avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges and the approaches thereto and all other public ways in the City.
2. **Location of Facilities.** The specific area where the fiber optic communication systems Facilities will be installed is described in the Facilities Location Map, **Exhibit A**, which is attached hereto and made part of this Agreement.
3. **Term of Contract and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is five (5) years from the date of execution. At the expiration of the initial term, this Agreement will automatically renew for successive five (5) year terms unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the current term.
4. **Payments.**
- A. **Fee.** The Company agrees to pay the City an initial installation fee of one dollar and fifty- two cents (\$1.52) per foot, as more fully described in **Exhibit B**. The Company agrees to pay an additional installation fee of one dollar and fifty-two cents (\$1.52) per foot for every subsequent conduit or raceway associated with any additional Facilities Location Map. The Company agrees to pay an annual thirty-five cents (\$.35) per foot fee for each foot of City Street encumbered by the Company beginning the first day of January following the initial installation. The thirty-five cents (\$.35) per foot fee shall increase and compound by 2.9% per year, for the term of the Agreement; including any extensions, as further detailed in the attached **Exhibit C**.
 - B. **Late Payments.** If any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, the Company shall pay interest in the amount of 1.5% per month compounded daily, calculated from the date that payment was originally due until the date the City receives the payment.

- C. Underpayments.** If a net Company underpayment is discovered as a result of an audit, the Company shall pay interest at the rate of eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date the Company remits the underpayment to the City.
- D. No accord and Satisfaction.** No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of the Company.
- E. Final Payment Upon Termination/Financial Statements.** If this Agreement terminates for any reason, any amounts owed to the City are due within (30) thirty days.

5. Plan, Design, Construction and Installation of Company's Facilities.

- A.** The Company's Facilities shall be located, constructed and maintained so that none of its Facilities shall endanger the lives or property of the City or its citizens; or interfere with any improvements the City; or hinder or obstruct the free use of Streets by the public.
- B.** The Company agrees and understands in the event the City determines it is necessary to make public improvements in or upon any City Street(s) or City land, including but not limited to, altering the grade of any Street(s), the City shall provide reasonable notice to the Company per Section 8 of this Agreement, and the Company shall, at its own expense, abandon in place, or remove and relocate its Facilities and restore the Street(s) in accordance with standards for such work set by City Code and by the City Administrator, or his/her designee. The Company shall not place fixtures that interfere with any other utility. The Company agrees that the City Administrator, or his/her designee, may, solely in his/her discretion, limit the time period during which the Company may construct, locate, repair or maintain its Facilities in arterial Streets. Nothing in this section is intended nor should be construed to prevent the Company from performing necessary repairs in the event of an emergency. In the event of Street(s) closure, notice shall be given to the City Administrator, or his/her designee immediately.
- C.** The Company shall notify the City Administrator, or his/her designee, of all substantial repairs or replacement of existing Facilities including repairs or replacement within or under unimproved or future City Streets. In addition, the

Company shall, at its own expense, provide the City with a plan for significant repairs or replacement of existing Facilities including repairs within or under unimproved or future City Streets at least thirty (30) days prior to commencement of the repair or replacement.

- D.** The Company shall, prior to commencing construction work in any Streets other public places, apply for a permit from the City. The Company will abide by all applicable ordinances, rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. The Company shall obtain excavation permits for Streets, regardless of surfacing types, and traffic control permits for all Streets, and shall not unnecessarily obstruct the use of any Street. All mains, services, and pipes laid or installed under this Agreement shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to approval of the City Administrator, or his/her designee. Notwithstanding the foregoing, the Company shall not be obligated to obtain a permit to perform emergency repairs.
- E.** To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with City Streets and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time.
- F.** The Company, in doing any work in connection with its Facilities, shall avoid, so far as practicable, interfering with the use of any Street or public place, and where the paving or surface of any Street, is disturbed, The Company, at its own expense and in a manner satisfactory to the City Administrator, or his/her designee, shall replace such paving or surface in accordance with the City of Riverton's Standard Specifications for Street Construction in the Riverton Municipal Code, the standards for such work set by the City Administrator, or his/her designee, and any other applicable rules, ordinances and regulations, as they may be amended from time to time.
- G.** Paved Streets shall be bored or drilled when crossed under the ground by Company's Facilities so that the City's paved Streets will not be unnecessarily damaged. The City Administrator, or his/her designee, in his/her sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

- H.** If, during the course of work on its Facilities, the Company causes damage to or alters the Street or other public property, the Company shall replace and restore such Street or public property at the Company's expense to a condition equal to or better than the condition that existed immediately prior to such damage or alteration.
- I.** The City Administrator, or his/her designee, has the discretion to authorize the excavation of City Streets subject to reasonable conditions and requirements of the City. All excavation shall be performed in a manner that creates the least inconvenience to the public, and in accordance with permits and manuals issued by the City. In doing any work in connection with said mains, pipes and services, the Company shall avoid, so far as practicable, interfering with the use of any Street, alley or public place.
- J.** All Facilities constructed under this Agreement shall be used, constructed and maintained in accordance with applicable law, codes and regulations.
- K.** The Company understands and agrees that the Company may provide a representative to observe work by the City and others in the vicinity of the Company's Facilities; however, the inability of the Company to provide an inspector shall not preclude the City, its contractors, agents, permittees, or employees from working in the vicinity of the Company's Facilities.
- L.** Nothing in this Agreement shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, Streets, water mains, Sidewalks, or other public property.
- M.** The Company shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.
- N.** This Agreement does not establish priority for use of Streets over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Streets. The City shall control distribution of space in the Street, but may not exercise that authority unreasonably. No location of any of the Facilities shall give rise to a vested interest in public property.
- O.** The Company shall comply with the Wyoming underground Facilities Notification Act, as it may be amended from time to time.

- P. The Company shall provide at no cost to the City as-built maps to the City Administrator, or his/her designee, within ninety (90) days of the completion of any conduit installation and shall perform the work required to locate its System. All maps shall be presented digitally either in an AutoCAD and GIS Compatible format. All data shall be layered to allow for identification of disparate systems, for example fiber vaults from conduit raceways.
- Q. The Company agrees and understands that this Agreement is not a franchise agreement. Its terms are limited to the installation and operation of Facilities described in **Exhibit A**, and any amendments authorized by the City.
- R. The Company agrees and understands it shall enter a franchise agreement the moment Facilities are utilized to provide local service within the corporate limits of the City. The Company shall provide notice to the City Administrator, or his/her designee, ninety (90) days prior to providing local service and this Agreement will expire and provisions of Section 9.S shall apply if a franchise agreement is not successfully executed.
- S. The Company agrees and understands that when working in any City Street, the Company shall comply with the current Riverton Municipal Code.
- T. The Company shall submit new construction designs to the City Administrator, or his/her designee, for approval. The Company may not direct bury fiber optic cables unless prior written approval is received from the City Administrator, or his/her designee. Once the Company has installed raceways, then the Company may pull/install unlimited fiber pairs within one or more of the raceways.
- U. The Company, with consent of the City, shall lease available inner ducts or raceways to other entities for a reasonable annual fee, not to exceed ten percent (10%) of the Company's construction cost of the raceway. The City shall have an option to lease an inner duct for municipal and governmental purposes, at any time that there are inner ducts available. During the term of the Agreement, the City shall have a continuing right of first refusal for the final inner duct/raceway. Within thirty (30) days after receipt of Company's written notice, the City shall either elect to lease the final inner duct/raceway upon the terms presented or decline.
- V. The Company agrees and understands if it leases available inner ducts or raceways to other entities, those entities shall be required to have a written agreement with the Company that incorporates the obligations of this Agreement. The Company shall provide the City a copy of the written agreement.

W. The Company shall pay the appropriate compensation for any installation in accordance with Section 4. Payments, of this Agreement and receive design approval from the City Administrator, or his/her designee, before commencing work.

X. Company shall install additional fiber optic communication systems Facilities, with the approval of the City Administrator, or his/her designee, under and along additional Streets within the City, by submitting a written amendment to this Agreement, a revised Facilities Location Map, and the appropriate compensation.

6. Responsibilities of City.

A. The City shall grant the Company limited permission to install fiber optic communication systems Facilities along and within the Street in the City. The area where the fiber optic communication systems Facilities will be installed is more fully described in **Exhibit A**.

B. The City shall comply with its obligations under Wyoming Underground Facilities Notification Act.

C. The City shall be responsible for all costs related to the installation of its fiber into the Company inner duct available for City use and shall pay the Company the same lease rate the City charges for lease of City owned inner ducts in its raceways.

7. Relocation of Facilities and Discontinuing Use/Abandonment.

A. Relocation of Company Facilities.

i. The Company shall protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Company Facilities, property or equipment located in a Street when required by the City consistent with its police powers or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Street vacation, Street construction, change or establishment of Street grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes, but excluding projects undertaken for beautification or aesthetics). Such work shall be performed at Company's expense. Except during an emergency, the City shall provide reasonable notice to Company of its need to relocate that

is commensurate with the complexity of the project, but in all events never less than sixty (60) days, and allow the Company an opportunity to perform such action. Following notice by the City, the Company shall relocate, remove, replace, modify or disconnect any of its Facilities or equipment within any Street, or on any other property of the City. If the City requires Company to relocate its Facilities located within the Street, the City shall provide the Company with an alternative location within the Street where practical.

- ii. Excluding circumstances or events outside of its reasonable control, if the Company fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at the Company's cost; and provided further that the City shall not be liable for any damage to any portion of the System except to the extent caused by the negligence of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, the Company shall pay the City.

B. Relocation for a Third Party. The Company shall, at the request of any person or entity holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Company Facilities, property or equipment located in the Street, provided that the cost of such action is borne by the person requesting it and the Company is given advance written notice of not less than sixty (60) days. In such situation, the Company may also require advance payment by the benefited person or entity.

C. Temporary Changes for Other Permittees. At the request of any person or entity holding a valid permit upon reasonable advance notice, the Company shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and the Company may require a reasonable deposit of the estimated payment in advance.

D. Alternatives to Relocation. The Company may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting Facilities in adjacent Streets. The City shall promptly evaluate such alternatives and advise the Company in writing if one or more of the alternatives are suitable. If requested by the City, the Company shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Company full and fair consideration. In the event the

City ultimately determines that there is no other reasonable alternative, the Company shall relocate the Facilities as otherwise provided herein.

E. Discontinuing Use/Abandonment of System Facilities. Whenever the Company intends to discontinue using any Facilities in the Streets, the Company shall submit for the City's approval a complete description of the Facilities and the date on which the Company intends to discontinue using the Facilities. The Company may remove the Facilities or request that the City permit it to remain in place and to convey same to City through a letter of abandonment or bill of sale. The City may require the Company to perform a combination of abandonment, modification or removal of the Facilities upon a reasonable schedule set by the City. Until such time as the Company abandons, removes or modifies the Facilities, as directed by the City, the Company shall be responsible for all necessary repairs and relocations of the Facilities, as well as maintenance of the Street, in the same manner and degree as if the Facilities were in active use, and the Company shall retain all liability for such Facilities during such time. If the Company abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever including, but not limited to, access purposes.

8. Notices. Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL with tracking numbers), or by facsimile with connect answerback received, and will be effective upon receipt:

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

Advanced Communications Technology, Inc.
Attn: Regional Manager
P.O. Box 7039
Sheridan, WY 82801
Fax: 307-673-0911

9. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall

be incorporated by written instrument, executed and signed by all parties to this Agreement.

- B. Applicable Law Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming. The parties intend and agree that the City does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to them pursuant to Wyoming Statutes § 1-39-101 et. seq., and all other applicable law.
- C. Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Company shall not use this Agreement, or any portion thereof for collateral for any financial obligation without prior written permission of the City.
- D. Records Inspection.** The City shall have the right to audit records pertinent to the Agreement to ensure compliance with this Agreement. The City shall give reasonable written notice of its intent to audit. It is the Company's responsibility to collect and to make available to the City for copying, at the Company's local office, all records upon which payment is required. If a City review of payments shows that the Company has underpaid the fees by: (i) three percent (3%) or less for the year, the City shall bear the cost of the audit; (ii) more than three percent (3%) but less than or equal to five percent (5%) for the year, the City and the Company shall each bear an equal amount of the cost of the audit; or (iii) more than five percent (5%) for the year, the Company shall bear the cost of the audit.
- E. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City ordinance.
- F. Certificate of Good Standing.** The Company shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before performing work under this Agreement.

G. Compliance with Laws. The Company shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

H. Entirety of Agreement. This Agreement consists of -- pages, and Exhibits and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

J. Indemnification.

i. *General Indemnification.* The Company shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, or any other act done under this Agreement, by or for the Company its agents, or its employees, or by reason of any neglect or omission of the Company. The Company shall consult and cooperate with the City while conducting its defense of the City.

ii. *Indemnification for Relocation.* The Company shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, the Company's failure to remove, adjust or relocate any of its

Facilities in the Streets in a timely manner in accordance with this Agreement.

- iii. *Hazardous Substances Indemnification.* The Company shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances (as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) caused by the System.

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

L. Notice and Approval of Proposed Sale or Transfer of the Company. The Company shall provide the City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Company. Such notice shall be provided in accordance with the notices provision of this Agreement. If the City determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Company's obligations under this Agreement, then the City may, at its option, terminate or renegotiate this Agreement.

M. Ownership of Drawings. The Company and the City shall have joint ownership of the drawings resulting from performance of this Agreement.

N. Patent or Copyright Protection. The Company recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions and warrants that no work performed by the Company or its subcontractors will violate any such restriction. The Company shall defend and

indemnify the City for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

O. Insurance Requirements. Prior to the commencement of any work, the Company shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, death or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, its subcontractors, agents, representatives, or employees:

i. Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): On an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.
- b. Automobile Liability: Covering, Code 1 (any auto), or if the Company has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.
- c. Workers' Compensation: as required by the State of Wyoming with Statutory Limits. The Workers' Compensation policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
- d. Professional Liability (Errors and Omissions) Insurance appropriate to the Company's profession, with limit no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence.
- e. The parties recognize that the minimum insurance coverage limits are consistent with the amounts for which the City may be liable

under the Wyoming Governmental Claims Act, W.S. §1-39-101 et. seq. If the Wyoming Legislature increases the amounts for which the City is liable under the Wyoming Governmental Claims Act, W.S. §1-39-101 et. seq., the Company shall increase its insurance coverage in accordance with the new limits for which the City may be liable.

- ii. *Higher Limits.* If the Company maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- iii. *Other Insurance Provisions.*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. *Additional Insured Status.* The City, its officers, elected and appointed officials, employees, agents and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Company including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Company's insurance.
- b. *Primary Coverage.* For any claims related to this contract, the Company's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.
- c. *Waiver of Subrogation.* The Company grants to the City a waiver of any right to subrogation which Commercial General and Auto Liability of the Company may acquire against the City by virtue of the payment of any loss under such insurance, for losses caused by and to the extent of the Company's negligence. The Company agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of

whether or not the City has received a waiver of subrogation endorsement from the insurer.

- d. *Acceptability of Insurers. Insurance* is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.
- e. *Claims Made Policies.* If any of the required policies provide coverage on a claims made basis:
 - I. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - II. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of this Agreement. However, the Company's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
 - III. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Company must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.
- f. *Verification of Coverage.* The Company shall furnish the City with a Memorandum of Insurance coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive the Company's obligation to provide them.
- g. *Subcontractors.* The Company shall require and verify that all subcontractors maintain insurance appropriate for the work being performed and the Company shall ensure that the City is an additional insured on insurance required from subcontractors.
- h. *Special Risks or Circumstances.* The City reserves the right to reasonably modify these requirements, including limits, based on

the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- P. Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.
- Q. Governmental Claims Act.** The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- R. Taxes.** The Company shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales tax.
- S. Termination of Agreement.** This Agreement may be terminated pursuant to the procedures set forth in section 9.V.ii. hereof for cause if the Company fails to perform its obligations in accordance with the terms and conditions of this agreement. The parties agree that upon termination of this Agreement after the time periods set forth in section 9.V.ii. hereof all facilities remaining in City Street shall become the property of the City.
- T. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity, the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- U. No Waiver of Rights.** Neither the City nor the Company shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more

occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Agreement that is inconsistent with state or federal law, as may be amended.

V. Noncompliance; Claims under the Agreement.

- i. In the event that the City believes that the Company has not complied with the terms of the Agreement, the City Administrator, or his/her designee, shall informally discuss the matter with the Company. If these discussions do not lead to resolution of the problem, the City shall notify the Company in writing of the exact nature of the alleged noncompliance.
- ii. The Company shall have thirty (30) days from the receipt of the written notice described in the previous section to either take the necessary actions to comply with the noticed noncompliance or otherwise initiate reasonable steps to remedy the asserted noncompliance issue if it cannot be accomplished within the thirty (30) days. If Company does not agree with the notice of noncompliance, then they have the remedy to file an action for a Declaratory Judgment in the Ninth Judicial District Court, Fremont County, Wyoming and also to seek injunctive relief
- iii. The City and Company agree that, except to the extent inconsistent with applicable law, any and all claims asserted and arising under this Agreement, including from the determination of a public hearing held pursuant to this section, shall be heard and determined either in a state or federal court located in the City.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Kristin Watson, City Clerk

ADVANCED COMMUNICATIONS
TECHNOLOGIES, INC.

Aaron Sopko, Chief Strategy Officer

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was signed and acknowledged before me by _____
known to me to be the person that executed the within instrument as the Lessee therein named,
this ____ day of _____, 2023.
Witness my hand and official seal.

Notary Public

My Commission expires: _____

Proposed Range fiber/duct in Riverton city RW (2,878')



Existing Range fiber/duct in Riverton city RW (5,318')



Overall project, Range fiber/duct passing through Riverton in WYDOT RW and City RW

