Regular Council Meeting
Tuesday, June 18, 2019 at 7:00 pm

1) Call to order.

2) Pledge of Allegiance.

3) Invocation.

4) Roll call: Ward I: Kyle Larson, Cory Rota
   Ward II: Karla Borders, Rebecca Schatza
   Ward III: Mike Bailey, Tim Hancock

5) Declaration of quorum.

6) Approval of the Agenda.

7) Communication from the Floor – Citizen’s Comments.

8) Consent Agenda:
   • Approval of the Minutes – June 4, 2019 Regular Council Meeting.
   • Approval of the Minutes – June 11, 2019 Special Council Meeting.
   • Approval of the Minutes – June 18, 2019 Finance Committee Meeting.
   • Approval of the Finance Committee Recommendations – June 18, 2019.
   • Approval of the Municipal Court Report for the month of May 2019.

9) Ordinance No. 19-005, 3rd & Final Reading: RMC Chapter 5.04 Revisions.

10) Ordinance No. 19-007, 3rd & Final Reading: RMC Chapter 5.04 Legislative Revisions.

11) Bid Award: Village Drive.

12) Consideration of Jviation Contract.

13) Consideration of Airport Ground Lease: Bureau of Land Management (BLM).

14) Utility Box Wrap Discussion.

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

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

Roll call was conducted. Mayor Gard declared a quorum of the Council.

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

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

**Communication from the Floor/Response to Citizen’s Comments** – Cathy Cline with the Wind River Visitor’s Council informed the community of a public meeting on June 12th at City Hall regarding Google day in Riverton. Lance Goede also informed of a community event happening on August 23-24 which is the Rendezvous City Beef Roundup.

**Consent Agenda** – Deputy City Clerk/Administrative Assistant Megan Sims read the consent agenda items by title only: Approval of the Minutes – May 21, 2019 Regular Council Meeting; Approval of the Minutes – June 4, 2019 Finance Committee Meeting; Approval of the Finance Committee Recommendations – June 4, 2019 claims to be paid in the amount of $374,477.43, manual checks in the amount of $92,717.22 and payroll / liabilities for 5/29/2019 in the amount of $449,236.46 for a total of $916,431.11; Ordinance No. 19-005, 2nd Reading: RMC Chapter 5.04 Revisions; Ordinance No. 19-007, 2nd Reading: RMC Chapter 5.04 Legislative Revisions; and Open Container Permit Applications: Marisa Bebout, Block Party, June 6, 2019, Downs Circle, 5:00 pm – 10:00 pm; and Nick Bebout, 50th Class Reunion, July 20, 2019, Sunset Park, 2:00 pm – 8:00 pm. Council Member Borders moved, seconded by Council Member Bailey to approve the consent agenda as presented. Motion passed unanimously.

**Public Hearing & Consideration of Fireworks Permit Application: Riverton Little League** – Deputy City Clerk/Administrative Assistant Megan Sims reported on a firework permit application that was submitted through the City Clerk’s office from the Riverton Little League. Council Member Rota moved, seconded by Council Member Bailey to open the public hearing for consideration of the firework permit application. Motion passed unanimously. Karla Kucera with Riverton Little League was present for the public hearing. There being no one to speak, Council Member Hancock moved, seconded by Council Member Larson to close the public hearing. Motion passed unanimously. Council Member Schatza moved, seconded by Council Member Rota to approve the firework permit for Riverton Little League on June 27, 2019. Motion passed unanimously.

**SkyWest Presentation** – Public Works Director Kyle Butterfield introduced SkyWest representatives Greg Atkin and Dan Belmont to the Council. Mr. Atkin gave a brief history of SkyWest Airlines, noting SkyWest began operations in 1972. SkyWest headquarters is in St. George, UT and they do have a partnership with four (4) major airlines (Delta Air Lines, United Airlines, American Airlines and Alaska Airlines). SkyWest is the airline service that has been selected by the State of Wyoming. No action was taken.
Ordinance No. 19-006, 3rd & Final Reading: Prohibiting the Feeding of Certain Animals – Deputy City Clerk/Administrative Assistant Megan Sims read Ordinance No. 19-006 by title only. This ordinance addresses the supplemental feeding of certain animals, prohibiting it in City Limits. Council Member Bailey moved, seconded by Council Member Schatza to adopt Ordinance No. 19-006 on 3rd and final reading. Roll call vote was conduction and the motion passed unanimously.

Public Hearing & Consideration of Retail Liquor License Transfer of Ownership from Frist Interstate Bank to Jerry Bornhoft – Deputy City Clerk/Administrative Assistant Megan Sims reported on a retail liquor license transfer of ownership request from First Interstate Bank to Jerry Bornhoft d/b/a Cedar Bar. Council Member Bailey moved, seconded by Council Member Rota to open the public hearing for consideration of the retail liquor license transfer of ownership to Jerry Bornhoft. Motion passed unanimously. John Snell approached the Council with concerns of having a liquor establishment near Trinity Lutheran School and David Kellner from Home Source Realty spoke on behalf of First Interstate Bank stating he does not see any problems arising with the school being close to the liquor establishment. There being no others to speak, Council Member Borders moved, seconded by Council Member Bailey to close the public hearing. Motion passed unanimously. Council Member Bailey moved, seconded by Council Member Schatza to approve the retail liquor license transfer from First Interstate Bank to Jerry Bornhoft d/b/a Cedar Bar. Motion passed unanimously.

Public Hearing & Consideration of Ordinance No. 19-008, 1st Reading: Engine Brake Discussion – City Administrator Tony Tolstedt presented Ordinance No. 19-008 on 1st reading. This ordinance addresses prohibiting the use of engine brakes within City Limits. Deputy City Clerk/Administrative Assistant Megan Sims read Ordinance No. 19-008 by title only. Council Member Hancock moved, seconded by Council Member Rota to open the public hearing. Peter Iturrian approached the Council in opposition of the Ordinance. There being no others to speak, Council Member Larson moved, seconded by Council Member Schatza to close the public hearing. Motion passed unanimously. Council Member Larson moved, seconded by Council Member Schatza to adopt Ordinance No. 19-008 on 1st reading. Motion failed with Council Member(s) Borders, Hancock, Bailey, Schatza, Larson and Rota voting nay. Mayor Gard voted aye.

Airport Ground Lease: Wind River Agriculture – Public Works Director Kyle Butterfield reported of a request received from Wind River Agriculture to lease ground space at the Riverton Regional Airport (RIW). The ground space to be leased is 4,225 square feet. Council Member Bailey moved, seconded by Council Member Hancock to approve the lease agreement between the City of Riverton and Wind River Agriculture. Motion passed unanimously.

Transfer of Carriage Corral Leases – Public Works Director Kyle Butterfield reported of Carriage Corral, Inc d/b/a Jim’s Aircraft Service recently selling its business to Classic Aviation, LLC. Jim’s Aircraft Service has served as the fixed based operator (FBO) at the Riverton Regional Airport (RIW) since 2002. Council Member Borders moved, seconded by Council Member Bailey to approve the transfer of the lease agreements between the City of Riverton and Carriage Corral Inc to Classic Aviation, LLC. Council Member Hancock moved, seconded by Council Member Schatza to amend the main motion to include the exemption of Classic Aviation, LLC from the minimum standard requirement of providing aircraft maintenance. Amended motion passed unanimously. Main motion also passed unanimously.

Approval of Fuel Farm Lease Agreement – Public Works Director Kyle Butterfield presented a lease agreement between the City of Riverton and Classic Aviation, LLC for the lease of fuel tanks associated with the fuel farm at Riverton Regional Airport (RIW). Classic Aviation, LLC will soon function as the fixed based operator (FBO) at the RIW. Council Member Larson moved, seconded by Council Member Rota to approve the lease agreement of the fuel farm at the Riverton Regional Airport with Classic Aviation, LLC. Motion passed unanimously.

Council Committee Reports & Council Members’ Roundtable – Council Member(s) Bailey, Schatza, Larson, Rota, Borders, and Hancock reported on the Splash Pad event, Community Engagement Committee, Kickin’ Trash, FCSD # 25 Recreation Board, Community Improvement Association, and Solutions Committee they attended, respectively.
City Administrator’s Report – City Administrator Tony Tolstedt commented on the WAM Conference and the Special Meeting on June 25th.

Mayor’s Comments – Mayor Richard P. Gard commented on the Community Improvement Association, Budget meetings, shoplifting and opioid, FCAG, Solutions Committee, and the Planning Commission. Mayor Gard thanked the community on the sod laying party, the FAST Committee and the Splash Pad group.

Adjourn – There being no further business to come before the Council, Council Member Hancock moved, seconded by Council Member Rota to adjourn the Regular Council meeting at 8:42 p.m. Motion passed unanimously.

CITY OF RIVERTON, WYOMING

Richard P. Gard
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

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

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

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

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

Communication from the Floor/Response to Citizen’s Comments – Tristean Grover, Director of the Fremont County Good Samaritan Center, approached the Council requesting help from the community for repairs to the center.

Public Hearing & Consideration of Firework Permit Applications: Wind Riverton Hotel & Casino and Riverton Rendezvous Committee – City Clerk/Human Resource Director Kristin Watson reported on two firework permit applications that were submitted through the City Clerk’s office from the Wind River Hotel & Casino and Riverton Rendezvous Committee. Council Member Larson moved, seconded by Council Member Borders to open the public hearing for consideration of the firework permit applications. Motion passed unanimously. Jim Conrad with the Wind River Hotel & Casino and Eric Carr with the Riverton Rendezvous Committee were present for the public hearing. Council Member Larson moved, seconded by Council Member Rota to close the public hearing. Motion passed unanimously. Council Member Schatza moved, seconded by Council Member Borders to approve the firework permits for Wind River Hotel & Casino on June 14-15, 2019 and the Riverton Rendezvous Committee on July 20, 2019. Motion passed unanimously.

2020 Census Presentation – Tammi Hanshaw, the Wyoming Partner Specialist from the 2020 Census, provided the Council with information on why the Census is important for cities, counties and the State of Wyoming. Ms. Hanshaw also briefed the Council on the ways to fill out the census and offered information on how local government can play a direct role in attributing to the accuracy of the 2020 census. No action was taken.

Public Hearing and Consideration of Resolution No. 1392: Fiscal Year 19-20 Budget – City Administrator Tony Tolstedt presented Resolution No. 1392 on the proposed budget for Fiscal Year 2019-2020. City Clerk/Human Resource Director Kristin Watson read Resolution No. 1392 by title only. Council Member Hancock moved, seconded by Council Member Schatza to open the public hearing for the consideration of Resolution No. 1392. Motion passed unanimously. Ron Woodward from Volunteers of America (VOA) approached the Council regarding the contracts for services funds for the VOA. Council Member Rota moved, seconded by Council Member Borders to close the public hearing. Motion passed unanimously. Council Member Larson moved, seconded by Council Member Schatza to approve Resolution No. 1392 for the fiscal year 2020 budget. Motion passed unanimously.
Adjourn – There being no further business to come before the Council, Council Member Hancock moved, seconded by Council Member Rota to adjourn the Regular Council meeting at 8:16 p.m. Motion passed unanimously.

CITY OF RIVERTON, WYOMING

__________________________________________________________________________
Richard P. Gard
Mayor

ATTEST:

__________________________________________________________________________
Kristin S. Watson
City Clerk/Human Resource Director

Publication Date:
### RIVERTON MUNICIPAL COURT
### REPORT
### CASH RECEIPTING
### APRIL 26, 2019 - MAY 30, 2019

**TOTAL DOCKETS FOR MAY**: 169

<table>
<thead>
<tr>
<th>Date</th>
<th>Total Recvd</th>
<th>Admin Fees</th>
<th>Fines</th>
<th>Costs</th>
<th>Card</th>
<th>Bond</th>
<th>VCF</th>
<th>Rest</th>
<th>Other</th>
<th>Total Recvd</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/26-5/2/19</td>
<td>$4,818.00</td>
<td>$1,705.00</td>
<td>$2,047.00</td>
<td>$53.00</td>
<td>$339.00</td>
<td>$670.00</td>
<td>$4.00</td>
<td></td>
<td></td>
<td>$4,818.00</td>
</tr>
<tr>
<td>5/3-5/9/19</td>
<td>$1,352.00</td>
<td>$4.00</td>
<td>$758.00</td>
<td>$30.00</td>
<td>$520.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,352.00</td>
</tr>
<tr>
<td>5/10-5/16/19</td>
<td>$3,187.00</td>
<td>$8.00</td>
<td>$2,239.00</td>
<td>$70.00</td>
<td>$600.00</td>
<td>$195.00</td>
<td>$75.00</td>
<td></td>
<td></td>
<td>$3,187.00</td>
</tr>
<tr>
<td>5/17-5/23/19</td>
<td>$975.00</td>
<td>$20.00</td>
<td>$730.00</td>
<td>$40.00</td>
<td></td>
<td>$185.00</td>
<td></td>
<td></td>
<td></td>
<td>$975.00</td>
</tr>
<tr>
<td>5/24-5/30/19</td>
<td>$2,305.14</td>
<td>$12.00</td>
<td>$732.00</td>
<td>$40.00</td>
<td>$1,421.14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,305.14</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>$12,637.14</td>
<td>$1,749.00</td>
<td>$6,506.00</td>
<td>$233.00</td>
<td>$3,065.14</td>
<td>$965.00</td>
<td></td>
<td>$119.00</td>
<td></td>
<td>$12,637.14</td>
</tr>
</tbody>
</table>

**VCF**: $470.14
- $50 PD W/ CC 5/2/19; $301.14 PD W/ CC 5/28/19

**Bond M**: $965.00

**Rest**: $470.14

**BCK GRNDS**: $630.00

**WRC**: $630.00

**Total**: $11,832.00

---

Signed: Judge McKee
CITY COUNCIL ACTION MEMO

TO: His Honor the Mayor and Members of the City Council
FROM: Kristin Watson, City Clerk/Human Resource Director
THROUGH: Tony Tolstedt, City Administrator
DATE: June 14, 2019
SUBJECT: Ordinance Nos. 19-005 & 19-007, 3rd & Final Readings

Recommendation: That Council adopt proposed ordinances 19-005 – RMC Section 5.04.220 Revision; and 19-007 – RMC Chapter 5.04 Legislative Revisions on 3rd & Final reading.

Background: At the May 14, 2019 Special Council Meeting, staff presented proposed revisions to Chapter 5.04 of the Riverton Municipal Code (RMC). The proposed revisions have been broken down into two separate ordinances. Ordinance No. 19-005 proposes a section revision to RMC 5.04.220 to provide for written procedures for the licensee, staff, and licensing authority to follow in the event of a liquor code violation. Ordinance No. 19-007 proposes revisions to RMC Chapter 5.04 to change our code to reflect the liquor code changes that were made during the 2019 Legislative session.

Discussion:

Liquor License Suspension/Revocation/Appeal Process Discussion (RMC Section 5.04.220)
Proposed Ordinance No. 19-005

Through previous discussions around renewal time of the liquor licenses, Council has often asked what authority they have in regards to renewing liquor licenses that have violations against them during the licensing term. Pursuant to WY Statutes Title 12 (specifically 12-4-101), the licensing authority (the Governing Body) has complete authority to license and regulate/prohibit the sale of alcoholic/malt beverages under this title. However, if the licensee is not notified of or given an opportunity to correct/respond to the violation in a timely manner, Council and staff would find it difficult to recommend for corrective action to be taken against a licensee through the renewal process. The purpose of the proposed code revision to RMC 5.04.220 is to allow for proper notification processes and provide for an appropriate process for corrective action at the time of the code violation.

Currently, RMC section 5.04.220 ‘Revocation’ simply states, “The violation of any provision of this chapter by any licensee under this article shall be sufficient cause for the revocation of the license. (Prior code § 3-18).” This language does cover violations of RMC Chapter 5.04 in general; however, it is broad and does not address the process to
address violations of City code or WY Statute. In addition, there is not a procedure in place for the licensing authority and/or staff to identify and act upon such violations, nor is there an appeals process in place for the licensee.

Staff contacted three other communities that had a more detailed process and developed the proposed ordinance in an effort to provide language that is more transparent for both licensees and the licensing authority. With this proposed ordinance, it would provide for a detailed violation chart with code and statute references, and the due process afforded to both the licensing authority and the licensee for any action taken by the licensing authority as a result of a proven violation.

_This ordinance was approved on 1st reading at the May 21, 2019 Regular Council Meeting._

_This ordinance was approved on 2nd reading at the June 4, 2019 Regular Council Meeting._

**Liquor Code Revisions Pursuant to 2019 Legislative Session**

Proposed Ordinance No. 19-007

During the 2019 legislative session, several bills were passed that will affect the City’s liquor code as detailed below.

- **HB 76 Wyoming Beer Freedom Act:** This act allows a holder of a microbrewery permit to obtain a twenty-four (24) hour malt beverage permit, but only for the purpose of selling its own brewed malt beverages. This will affect RMC 5.04.100 & 5.04.270 in order to add microbrewries to the list of allowable permittees (currently “any responsible person or organization“).

- **HB 219 Alcoholic Beverages – 24 hour Permit:** This act creates a new twenty-four (24) hour permit for licensed alcohol distillers and rectifiers, allowing for the promotional sale of their product at meetings, conventions, private parties, dinners and other similar gatherings. The new temporary permit—a "manufacturer's off-premises permit"—is issued under the discretion of local licensing authorities upon application by the licensee, and no more than twelve (12) off-premises permits may be issued in any one (1) calendar year to the same licensee. Under the act, local licensing authorities may require the licensee to pay not more than fifty dollars ($50.00) for the issuance of a manufacturer's off-premises permit. This will affect RMC 5.04.230 & 5.04.270 in order to create/define the new permit within our code, as well as change the current permit application to include this type of permit.

- **HB 212 Alcoholic Beverages – Business Flexibility:** This act amends Wyoming statute to allow microbrewery and winery permit holders to also hold manufacturer's licenses authorizing the manufacture or rectification of alcoholic liquor. This will affect RMC 5.04.270 by allowing local retailers to hold a distillery license and allow distilleries to hold a retail license.

- **SF 138 Malt Beverage & Catering Permit Fees:** This act reduces the maximum fee that licensing authorities are allowed to assess from one hundred dollars ($100.00) to fifty
dollars ($50.00) for a 24-hour malt beverage and catering permit. This will affect RMC 5.04.230.

Other changes that will not affect city code, but have been changed in Statute are:

- The allowance for retailers to purchase liquor from other retailers businesses with an application through the Wyoming Liquor Division. Sales are capped at one case per week, per retailer.
- The allowance of Wyoming distilleries to “self-distribute” their manufactured product to their satellite location, as long as it is on the same premises.

This ordinance was approved on 1st reading at the May 21, 2019 Regular Council Meeting.

This ordinance was approved on 2nd reading at the June 4, 2019 Regular Council Meeting.

**Alternatives:** Council may direct staff to modify the proposed ordinances. Council may not approve the process recommendation found in Ordinance No. 19-005, and direct staff on how to proceed with the necessary revision of this section of code. The Legislative updates reflected in Ordinance No. 19-007 will take effect at the State level on July 1, 2019.

**Budget Impact:** Outside of the publishing costs, there is not a budget impact as a result of adopting these ordinances.

**Council Goals:** This ordinance supports the subsection of Council Goal #7: Further Develop Riverton Municipal Code.
PROPOSED ORDINANCE NO. 19-005

AN ORDINANCE AMENDING TITLE 5 “BUSINESS LICENSES AND REGULATIONS”, TO REVISE CHAPTER 5.04 “ALCOHOLIC BEVERAGES”, SECTION 5.04.220 “REVOCATION”, 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.
5.04.220 Revocation., is hereby revised to read as follows:

5.04.220 Revocation/suspension of a license or permit, violations, and penalties.

The violation of any provision of this chapter by any licensee under this article shall be sufficient cause for the revocation of the license. (Prior code § 3-18)

A. If the licensee fails to adhere to the provisions of this chapter or applicable laws of the state, the liquor licensee shall be subject to the provisions herein. To provide for an orderly administration of this chapter, and the maintenance of existing liquor licenses or permits, the city establishes a system for suspension and/or revocation of a liquor license or permit. Violations of this chapter by any licensee or employee or agent of a liquor licensee, while acting in the service of the licensee, shall be imputed to the licensee for the purposes of this section.

B. All liquor licensees, their agents, and employees must conduct the licensed liquor building and/or premises in compliance with provisions of the laws of Wyoming related to liquor and city code related to liquor.

C. Proof of violation of any provisions of this chapter or applicable laws of the state by a licensee or the licensee’s agent or employee is sufficient grounds for suspension or recommendation of revocation of the license and licensees and permittees may be reprimanded or assessed a civil penalty at the discretion of the governing body, as outlined in subsection ‘F’.

D. The governing body may impose progressive penalties for multiple violations of any laws, city codes and rules within the preceding three-year period as specified unless mitigating circumstances indicate the penalty should be reduced, or aggravating circumstances indicate the penalty should be increased. The governing body shall consider the licensee’s prior violation history, the licensee’s good faith effort to prevent a violation, and the existence of written policies governing the licensee’s employee conduct as mitigating circumstances before taking an action against a licensee who is not in compliance with the provisions of this chapter.

E. Violation Chart:

<table>
<thead>
<tr>
<th>Type of Violation</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Making a false statement on a liquor license or one-day liquor permit application</td>
<td>W.S. 12-4-102</td>
</tr>
<tr>
<td>2. Failure to notify city of changes in application information for liquor license within thirty (30) days</td>
<td>W.S. 12-4-102(c)</td>
</tr>
<tr>
<td>3. Sale or transfer of liquor license without permission of the city</td>
<td>RMC 5.04.130; W.S. 12-4-601(a)</td>
</tr>
<tr>
<td></td>
<td>5.04.210</td>
</tr>
<tr>
<td>4. Failure to post liquor license or one-day liquor permit</td>
<td>RMC 5.04.200</td>
</tr>
<tr>
<td></td>
<td>W.S. 12-5-702(c)</td>
</tr>
<tr>
<td>5. Open after hours; sales or dispensing after hours</td>
<td>RMC 5.04.050</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| **6.** | **Refusal to permit entry or inspection** | **RMC 5.04.020(d)**  
**W.S. 12-5-201(a)** |
| **7.** | **Drive-in area conditions** | **RMC 5.04.020(e); 5.04.110; 5.04.120**  
**W.S. 12-5-301** |
| **8.** | **Sale of alcoholic liquor or malt beverage to underage person** | **RMC 5.04.030**  
**W.S. 12-6-101** |
| **9.** | **Unauthorized minors in licensed building or dispensing room** | **RMC 5.04.030(c)**  
**W.S. 12-5-201(a)** |
| **10.** | **Gambling or other prohibited acts** | **RMC 5.04.020(c)** |
| **11.** | **Failing to obtain a limited use permit for sexually oriented events.** | **RMC 9.08.210** |
| **12.** | **Limited retail liquor license: selling alcoholic liquor or malt beverages to non-members unless they are an accompanied guest of a member** | **W.S. 12-4-301(c)** |
| **13.** | **Failure to pay sales tax** | **RMC 5.04.220**  
**W.S. 12-7-103** |
| **14.** | **All liquor licenses other than full retail or resort: selling alcoholic liquor or malt beverages for consumption off premises** | **W.S. 12-4-401;**  
**W.S. 12-5-201(e)(h)(j)** |
| **15.** | **Sale to an intoxicated person** | **RMC 5.04.110; 9.08.110**  
**W.S. 12-5-301(v)** |
| **16.** | **Manufacturing, rectifying, or sale of alcoholic beverages without a license or permit** | **RMC 5.04.130; 5.04.250**  
**W.S. 12-8-102** |
| **17.** | **Furnishing to a minor by allowing an employee under the age of eighteen (18) years to serve alcohol to customers** | **W.S. 12-6-101(a);**  
**W.S. 12-6-101(e)** |
| **18.** | **Failing to comply with regulations pertaining to out-of-jurisdiction catered events** | **RMC 5.04.230(b)(5)** |
| **19.** | **Failure to maintain operational status** | **W.S. 12-4-103**  
**RMC 5.04.180** |

**F. Notification of Liquor Violation.**

1. **Municipal Court.** Not later than thirty (30) days following disposition of a charge which results in a conviction to a liquor licensee, agent, or employee for a liquor violation in municipal court, the court shall report the following information to the city clerk:
   a. The fact that a licensee, permittee, or employees and/or agents of a licensee or permittee have been convicted of a violation of the city code; and
   b. The date of the alleged violation; and
   c. Whether the municipal court disposition has been appealed. For purposes of this section, a conviction includes a finding of guilt after trial, a plea of guilty, or a plea of nolo contendere.
2. Notice of Violation to Liquor Licensee. Upon notice to the city clerk of a proof of violation of any one or more violation(s) as outlined in subsection ‘E’, the city clerk shall notify the liquor licensee of the violation(s) via regular mail to the address of the licensee listed on the licensee’s most recent liquor license application to the city. The notice shall include the description of the violation and provide for a reasonable timeframe to mitigate the violation. If the licensee fails to correct the violation within a reasonable timeframe, the clerk shall submit the violation to the governing body and the governing body may hold a hearing as outlined in subsection ‘F.3.’.

3. Notice of Hearing before Governing Body. If the governing body chooses to hold a hearing regarding violation(s), all evidence will be admitted and considered prima facie evidence of the liquor licensee’s violation(s). The purpose of the hearing is to allow the liquor licensee the opportunity to offer corrections to the information and action taken by liquor licensee to mitigate the violation(s), and for the governing body to determine whether the liquor licensee should face restrictions or suspension of the liquor license. Notice of such violation shall be served by regular mail to the address of the licensee listed on the licensee’s most recent liquor license application to the city, and shall include a statement:
   a. That the city received proof of violation(s), and that a fine, suspension and/or revocation of the licensee's license is possible; and
   b. Summarizing the nature and date(s) of the incidents resulting in the violation(s).

4. Hearing Before Governing Body. The hearing before the governing body shall be conducted under the Wyoming Administrative Procedures Act (W.S. 16-3-101 et seq.) and rules as adopted from time to time by the governing body.

5. Penalties. Following the hearing described in this section, and based upon the information considered and received at such hearing, the governing body may:
   a. Issue a written warning and/or require a mitigation plan of the violation by licensee; or
   b. Order a fine and/or suspension of license: The suspension of the liquor license shall remain in effect until the governing body lifts the suspension, a court competent jurisdiction lifts the suspension, or the city clerk receives notice from the State of Wyoming that the sales tax liability has been satisfied. Penalties provided in this section are based on the violations of ordinances outlined in subsection E herein against a liquor licensee within a three-year period beginning each year on the first day of April through the last day of March of the following year. Any convictions of liquor law violations during this period of time involving the same licensed liquor building and/or premises may be used by the governing body to determine a gross violation and suspension or recommend revocation of a licensee’s license. The maximum fine is seven hundred fifty dollars ($750.00) per occurrence.

6. Revocation. If it appears to the governing body that a liquor license should be revoked, the governing body may authorize the city attorney to prepare and file with the district court a petition to revoke the licensee’s license. If a license is revoked, except as provided in W.S. 12-7-201(d) concerning the expiration of a license while a revocation order is under appeal, the liquor licensee of such revoked license shall not be eligible to apply for a new liquor license for a period of twelve (12) months from the date of revocation. In the event a suspension occurs, the clerk shall send by certified mail one (1) copy of the suspension notice to the last known address of the liquor licensee and to the director of the state department of revenue. Additionally, the clerk shall post one (1) copy of the suspension notice on the liquor license or permitted building or premises.
Immediately upon the posting of the suspension notice, the sale, offering to sell, distribution, or trafficking of liquor or malt beverages in unlawful. Further, the licensee shall either remove all of the alcoholic liquor and malt beverages from the licensed building and/or premises or secure the alcoholic liquor and malt beverages in a manner approved in writing by the chief of police or his designee.

7. Appeal. Action by the governing body suspending a liquor license of a licensee shall be subject to review in the district court upon exhaustion of administrative appeals in accordance with the procedural rules heretofore or hereinafter adopted by the Wyoming Supreme Court concerning the review of administrative actions. Filing an appeal as provided in such rules, stays enforcement of the suspension decision pending final order of the appeal.

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 May 21, 2019
PASSED ON SECOND READING June 4, 2019
PASSED ON THIRD READING

PASSED, ADOPTED AND APPROVED this ______ day of ____________, 2019.

CITY OF RIVERTON

By: __________________________
Richard P. Gard, Mayor

ATTEST:

________________________________________
Kristin S. Watson
City Clerk/Human Resource Director

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 19-005 was passed, adopted, and approved by the Governing Body of the City of Riverton on the ___ day of ______, 2019. 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
PROPOSED ORDINANCE NO. 19-007

AN ORDINANCE AMENDING TITLE 5 “BUSINESS LICENSES AND REGULATIONS”, TO REVISE CHAPTER 5.04 “ALCOHOLIC BEVERAGES”, SECTIONS 5.04.100 “PERMIT FOR RETAIL SALES AT PICNICS, BAZAARS, FAIRS, ETC.”; 5.04.230 “ISSUANCE OF LIQUOR LICENSES BY CATEGORY”; AND 5.04.270 “ISSUANCE BY CLASSES”; 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.
5.04.100 Permit for retail sales at picnics, bazaars, fairs, etc., is hereby revised to read as follows:

5.04.100 Permit for retail sales at picnics, bazaars, fairs, etc.
Applicants for a malt beverage permit shall complete and submit an application, no less than forty-eight (48) hours prior to the event. Applications will be reviewed by the chief of police or designee and the city clerk or designee. The permit will be issued by the city clerk or designee without public notice or hearing, to any responsible person, or organization, or microbrewery, for the onsite sale and consumption of malt liquors only at a picnic, bazaar, fair, rodeo, or similar public gathering. No person or organization holding such permit shall sell any alcoholic liquor except malt liquors, and no microbrewery holding such permit shall sell any other malt liquors other than their own manufactured product on the premises described on the permit. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of malt liquors for more than two days by any one person or organization in any one calendar year with the exception of a picnic, bazaar, fair, rodeo, or similar public gathering. The city council may attach rules and regulations and other stipulations they deem appropriate to this permit. The cost of such permit shall be fifty dollars ($50.00) for a non-profit organization and one hundred dollars ($100.00) for any responsible individual, or organization, or microbrewery or such amount as the council may set from time to time by resolution. (Ord. 15-005 § 1, 2015; Ord. 12-002 § 1, 2012; Ord. 07-012 § 1, 2007; prior code § 3-8)

Section 2.
5.04.230 Issuance of liquor licenses by category., is hereby revised to read as follows:

5.04.230 Issuance of liquor licenses by category.
A. Liquor licenses issued by the city council shall be categorized as follows:
   1. Retail liquor license;
   2. Special club license;
   3. Resort license;
   4. Restaurant license;
   5. Catering permit.
   6. Manufacturer’s Off-Premises Permit.
B. Each applicant for a license must comply with the following restrictions and requirements for the issuance of a license within their respective category:
   1. Retail License. Licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption but not for resale.
2. Special Club License. The applicant must be a bona fide club as defined by Wyoming Statutes, Section 12-1-101(a)(iii). At least fifty-one (51) percent of the membership of a social club as defined by Wyoming Statutes, Section 12-1-101(a)(iii)(E), shall sign a petition, prescribed by the Wyoming State Liquor Commission, indicating a desire to secure a special club license. A club holding a special club license shall not sell alcoholic or malt beverages for consumption anywhere except within the licensed premises and for consumption by its members and their accompanied guests only. It shall be the duty and obligation of the club to check and regulate sales to members and their accompanied guests to insure that all alcoholic or malt beverages sold are consumed within the building, space or premises.

3. Resort License. Applicants must be owners or lessees of a resort complex which has an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars ($1,000,000.00), excluding the value of the land. The complex must include a restaurant and convention facility which facility seats not less than one hundred (100) persons and include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms. No resort license may be transferred to another location but license ownership may be transferred to a purchaser or lessee of the licensed premises with the approval of the city council. Resort license shall not sell alcoholic or malt beverages for consumption off the premises.

4. Restaurant License. Applicants must submit a valid food service permit upon application. The applicant must satisfy the city council that the primary source of revenue from the operation of the restaurant will be derived from food services. The applicant, for renewal, must present a profit and loss statement audited by a recognized public accountant, separated into two categories: (1) food service sales; and (2) alcoholic and malt beverage sales, showing a breakdown of gross sales indicating that not less than sixty (60) percent of gross sales from the preceding twelve (12) months of operation was derived from food services. No restaurant license shall be transferred to another location but license ownership may be transferred to a purchaser or lessee of the licensed premises with the approval of the city council. Restaurant licensees shall not sell alcoholic or malt beverages for consumption off the premises. Alcoholic and malt beverages shall be dispensed and prepared for consumption in one room upon the licensed premises separated from the dining area where served. No consumption of alcoholic or malt beverages shall be permitted in the dispensing room, nor shall any person, other than employees over eighteen (18) years of age, be permitted to enter the dispensing room. If a restaurant has a dispensing room separate from the dining area which was licensed prior to February 1, 1979, for the purposes of alcoholic or malt beverage sales and consumption, the restaurant may dispense alcoholic or malt beverages in the separate dispensing room under a restaurant license, and any person over the age of eighteen (18) is permitted to enter the separate dispensing room.

5. Catering Permit. Applicants for a catering permit shall complete and submit an application, no less than forty-eight (48) hours prior to the event. Applications will be reviewed by the chief of police or designee and the city clerk or designee. The permit will be issued by the city clerk or designee without public notice or hearing, to any person holding a retail liquor license. A catering permit shall entitle the holder to sell alcoholic or malt beverages off premises at meetings, conventions, private parties and dinners or similar gatherings not capable of being held within the licensed premises. The permit holder shall abide by all rules and regulations associated with his/her retail liquor license and shall not be permitted to sell or permit consumption of alcoholic or malt beverages off the premises described in the permit. The permit shall be for twenty-four (24) hours and the hours of sale must conform to Section 5.04.050. No retail liquor license holder shall receive more than a total of twenty-four (24) catering permits for sales at the same premises within the normal term of the retail liquor license, April 1st through March 31st of each year. The cost of such permit shall be one hundred fifty dollars ($150.00) for such permits within city limits, and twenty-five dollars ($25.00) for such permits outside city limits, or such amount as the council may set from time to time by resolution. (Ord. 15-005 § 1, 2015; Ord. 12-002 § 1, 2012; Ord. 07-012 § 1, 2007; prior code § 3-19)
6. Manufacture’s off-premises permit. Applicants for a manufacturer's off-premises permit shall complete and submit an application no less than forty-eight (48) hours prior to the event. Applications will be reviewed by the chief of police or designee and the city clerk or designee. The permit will be issued by the city clerk or designee without public notice or hearing, to any person holding a manufacturer’s license. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. A manufacturer's off-premises permit shall be issued for one (1) twenty-four (24) hour period. No holder of a manufacturer's license shall receive more than twelve (12) manufacturer's off-premises permits in any one (1) calendar year. The cost of such permits shall be fifty dollars ($50.00) per twenty-four (24) hour period within city limits and twenty-five dollars ($25.00) for such permits outside city limits, or such amount as the council may set from time to time by resolution.

Section 3.
5.04.270 Issuance by classes., is hereby revised to read as follows:

5.04.270 Issuance by classes.
A. The city council may issue microbrewery permits in any of the following classes:
   1. Microbrewery permit;
   2. Dual microbrewery permit and retail liquor license;
   3. Dual microbrewery permit and restaurant liquor license; and
   4. Dual microbrewery permit and resort liquor license;
   5. Dual microbrewery permit and manufacture’s license under W.S. 12-2-203(a);
   6. 24 hour Microbrewery Malt Beverage Permit pursuant to RMC 5.04.100; and
   7. 24 hour Manufacturer’s Off-premises Permit pursuant to RMS 5.04.230

B. A holder of a microbrewery permit may sell its products but shall not sell other alcoholic liquor or malt beverages. All sales shall be made on the site described in the permit. All sales shall be for personal consumption and not for resale. All product sold for off-premises use must be in sealed packaging when delivered to the buyer. No sale may exceed an aggregate volume of two thousand (2,000) ounces.

C. A holder of a dual microbrewery permit and retail liquor license may sell its product together with other alcoholic beverages, as allowed by the laws governing retail liquor licenses.

D. A holder of a dual microbrewery permit and restaurant liquor license may sell its product together with other alcoholic beverages as allowed by the laws governing restaurant liquor licenses.

E. A holder of a dual microbrewery permit and resort liquor license may sell its product together with other alcoholic beverages, as allowed by the laws governing resort liquor licenses.

F. The holder of a microbrewery permit under subsections C, D and E of this section, may sell, in addition to its own product, malt beverages obtained through licensed wholesale malt beverage distributors. (Prior code § 3-23)

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 May 21, 2019

PASSED ON SECOND READING June 4, 2019

PASSED ON THIRD READING

PASSED, ADOPTED AND APPROVED this _______ day of ____________, 2019.

CITY OF RIVERTON

By:___________________________
Richard P. Gard, Mayor

ATTEST:

__________________________________
Kristin S. Watson
City Clerk/Human Resource Director

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 19-007 was passed, adopted, and approved by the Governing Body of the City of Riverton on the ___ day of ______, 2019. 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
Recommendation: The City Council awards the bid for the Village Drive Surface Improvements Project in the amount of $627,922.00.

Background: The Fix Our Roads Citizens Committee (FORCC) was established as an advisory committee to help guide the use of the 1% monies towards infrastructure improvements for the City of Riverton. On November 5, 2018, FORCC prioritized three projects for the 2019 construction season – the East Bell Sewer and Surface Improvement Project, the College View Concrete Improvement Project, and the Village Drive Surface Improvement Project. The City Council approved these prioritized projects for construction at its November 20, 2018 business meeting.

Discussion: Staff economized 1% funds by surveying, designing, and preparing bid documents for the Village Drive Surface Improvement Project in house. That said, staff did utilize one local surveying and engineering firm to provide professional guidance on the entrance to Village Drive. Bids were received and opened on June 12, 2019, with the following results:

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave’s Asphalt Company</td>
<td>$627,922.00</td>
</tr>
<tr>
<td>71 Construction, Incorporated</td>
<td>$631,056.00</td>
</tr>
<tr>
<td>Knife River Construction, Casper, Wyoming</td>
<td>$793,775.00</td>
</tr>
</tbody>
</table>

Staff reviewed each bid to assure they were responsive to bid specifications. Staff recommends the City Council awards the Village Drive Surface Improvements Project to Dave’s Asphalt Company in the amount of $627,922.00.

Budget Impact: The $627,922 will come from the 1% fund. After subtracting existing obligations, the 1% fund has approximately $1,984,938 available for the remaining 2019 construction projects. If the Village Drive Improvements Project is awarded, then $1,357,016 is available in the fund. Staff’s estimate for the project including a 10% contingency was $683,300.

Council Goal Impact: Awarding the Village Drive Surface Improvements Project serves to accomplish the goal to Maintain & Improve City Infrastructure and address a section of pavement that is very much in need of repair with a current PCI rating of 42.
1. All utility work shall conform with the current Wyoming Public Works Standard Specifications or as amended by special provision.

2. General locations of utilities shown on the drawings are to be used for general information only. Notify the appropriate utility company when construction might interfere with normal operations of any utility. Contractor shall call "Wyoming One Call" at 811 for utility locates prior to construction for exact locations.

3. The contractor shall notify the construction manager of all utilities encountered during construction and shall not backfill until the construction manager has made a visual and written record of its location and condition.

4. Contractor shall mill and tie-in new asphalt at locations where it joins existing asphalt.

5. Note that curb and gutter transitions from 30" to 24" wide at Sta. 17+50.

6. 1 1/2" electrical conduit is to be buried in boulevard area between islands for use for sprinkler control system.

7. Contractor is to preserve or remove and replace sprinklers where encountered in the project area.
PROPOSED DEMOLISHED NOTES:
1. DEMO EXISTING CURBS
2. DEMO EXISTING SIDEWALK
3. DEMO ASPHALT FOR VALLEY GUTTER
4. RELOCATE STREET SIGN FROM EAST ISLAND STOP SIGN TO WEST ISLAND ENTER SIGN.
5. RELOCATE ROCK MONUMENT ("THE VILLAGES") TO WEST ISLAND FROM CENTER ISLAND.
6. RELOCATE SIGN BEYOND SIDEWALK CONSTRUCTION LIMIT
7. ADJUST WATERS VALVE BOXES (3)
8. ADJUST HYDRANT VALVE BOX
9. FIRE HYDRANT TO BE MOVED BY OTHERS (CITY)

GENERAL NOTES:

a. CONTRACTOR RESPONSIBLE FOR UTILITY LOCATES PRIOR TO CONSTRUCTION. CALL 811.
b. IRRIGATION SPRINKLERS IN ISLANDS TO BE PRESERVED OR REPLACED BY CONTRACTOR IF DAMAGED.
c. SPRINKLERS ALONG BOTH SIDES OF VILLAGE DRIVE IN SIDEWALK EXTENSION AREA TO BE MOVED BY CONTRACTOR.
d. OVERLAY MATCH LINES ALONG RIVERVIEW ROAD PROJECT LIMITS.
e. SURVEY AND CONTOURS BASED ON APEX LOCAL COORDINATE SYSTEM.
### Fillet Pay Items for Intersections

<table>
<thead>
<tr>
<th>Fillet Radius</th>
<th>6&quot; Concrete (S.Y.)</th>
<th>4&quot; Conc. For ADA Ramp (S.Y.)</th>
<th>(L.F.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.0' C&amp;G 2.5' C&amp;G</td>
<td>4' Sidewalk 5' Sidewalk 5' Curb and Gutter</td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>9.0 11.0</td>
<td></td>
<td>7.0</td>
</tr>
<tr>
<td>12.0</td>
<td>42.0 45.0</td>
<td>44.0 56.9 19.0</td>
<td></td>
</tr>
<tr>
<td>15.0</td>
<td>62.0 66.0</td>
<td>53.4 68.7 24.0</td>
<td></td>
</tr>
<tr>
<td>20.0</td>
<td>104.0 109.0</td>
<td>69.1 88.3 31.0</td>
<td></td>
</tr>
<tr>
<td>25.0</td>
<td>157.0 163.0</td>
<td>84.8 107.9 39.0</td>
<td></td>
</tr>
<tr>
<td>27.0</td>
<td>181.0 187.0</td>
<td>91.1 115.8 42.0</td>
<td></td>
</tr>
</tbody>
</table>

### Estimated Village Drive Intersection Quantities.xlsx

<table>
<thead>
<tr>
<th>Item</th>
<th>LANE</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NE E W ISLAND NW SUM SY @150 pcf SF LF EA CY</td>
<td></td>
</tr>
<tr>
<td>Miling (LF)</td>
<td>167 481 413 176 1237 825</td>
<td></td>
</tr>
<tr>
<td>Overlay (1.5&quot;) SF</td>
<td>937 4625 3803 988 10353 97</td>
<td></td>
</tr>
<tr>
<td>Overlay (2&quot;) SF</td>
<td>937 4625 3803 988 10353 129</td>
<td></td>
</tr>
<tr>
<td>Sidewalk SF</td>
<td>618 845 1463</td>
<td>1463</td>
</tr>
<tr>
<td>Sidewalk (demo/replace)SF</td>
<td>140 76 85 301</td>
<td>301</td>
</tr>
<tr>
<td>Valley Gutter LF</td>
<td>32 34 66 396</td>
<td></td>
</tr>
<tr>
<td>Curb, gutter (demo/replace) LF</td>
<td>97 65 48 210</td>
<td>210</td>
</tr>
<tr>
<td>Asphalt Patching (2' wide) LF</td>
<td>138 123 96 357</td>
<td>13</td>
</tr>
<tr>
<td>Crushed Base LF</td>
<td>267 222 489 27</td>
<td></td>
</tr>
<tr>
<td>Pit Run LF</td>
<td>138 123 261 19</td>
<td></td>
</tr>
<tr>
<td>Concrete paving</td>
<td>317 317 317 4</td>
<td></td>
</tr>
<tr>
<td>Adjust valve box</td>
<td>1 3</td>
<td></td>
</tr>
</tbody>
</table>

### REVISIONS

<table>
<thead>
<tr>
<th>NO.</th>
<th>BY</th>
<th>DATE</th>
<th>REV PLAN SET</th>
</tr>
</thead>
<tbody>
<tr>
<td>5191</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Village Drive

<table>
<thead>
<tr>
<th>Detail(8)</th>
<th>Project: Village Drive Surface Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Drawn By: Bob Sprague</td>
</tr>
<tr>
<td></td>
<td>Date: 5/08/19</td>
</tr>
</tbody>
</table>

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Kyle J. Butterfield, Public Works Director
THROUGH: Anthony Tolstedt, City Administrator
DATE: June 18, 2019
SUBJECT: Airport Engineering Consultant Selection

**Recommendation:** The City Council approves a contract agreement between the City of Riverton and Jviation, Inc. relating to engineering services provided at Riverton Regional Airport.

**Background:** On April 9, 2014, the City of Riverton entered into contract with Jviation to provide project management, design, and engineering services for Riverton Regional Airport. The contract with Jviation was for a period of five years. On March 20, 2019, the City of Riverton began advertising for statements of qualifications and experience from engineering consultants to provide project management, design, and engineering services for a five-year period. City staff conferred with, and received approval from the FAA and WYDOT Aeronautics in the preparation of the solicitation of engineering services.

Statements of qualifications were received until April 12, 2019. Three firms submitted proposals and Jviation, Inc. was rated as the most qualified firm by the consultant selection committee. The Airport Board unanimously passed a motion on April 19, 2019 for the City Council to approve the selection of Jviation and to negotiate a contract for their services. The City Council subsequently passed a motion on May 7, 2019 approving the selection of Jviation, Inc. as the engineering firm for Riverton Regional Airport and directed staff to negotiation a contract for their services.

**Discussion:** Attached to this report is the proposed contract for engineering services staff negotiated with Jviation, Inc. The contract will be for a term of five years and meets requirements specified by the Federal Aviation Administration. The contract period will address the following projects already proposed in the airports capital plan:

1. Rehabilitate/Reconstruct Taxiway A and C (Design);
2. Install Backup Generator;
3. Acquire Snow Removal Equipment;
4. Rehabilitate/Reconstruct Taxiway A and C (Construction);
5. Pavement and Airfield Marking Maintenance;
6. Rehabilitate the North GA Apron (Design);
7. Rehabilitate the North GA Apron (Construction);
8. Construct GA Taxiway;
9. Land Acquisition;
10. Assistance with Other Federal, State and Non-Federally Funded Projects as Requested

Prior to commencing work on any of the above listed projects, or any others requested by the city, Jviation, Inc. will submit an amendment to the prime agreement city staff for review, negotiation, and approval. These amendments will be brought before the council for review and approval as well. For
projects supported by federal dollars, staff will also be required to solicit an independent fee proposal to compare against fees proposed by Jviation, Inc. in their contract amendments. The independent fee proposal will ensure that the city pays a fair market price for services rendered by Jviation, Inc.

**Budget Impact:** Costs associated with engineering services provided by Jviation will be budgeted over the next five years. They will also be addressed through individual contract amendments that will be approved by the City Council. The majority of costs proposed in each contract amendment will be shared through grants provided by the FAA and WYDOT Aeronautics.
PRIME AGREEMENT
BETWEEN
JVIATION, INC.
AND
CITY OF RIVERTON
RIVERTON, WYOMING

The City of Riverton (the “Sponsor”), agrees to retain the firm of Jviation, Inc. (the “Engineer”) to perform the scope of engineering services as outlined below at the Riverton Regional Airport (the “Site”). The term of this Prime Agreement (the “Agreement”) shall become effective upon execution by the parties and will remain in effect for five years or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the “Project”):

1. Rehabilitate/Reconstruct Taxiway A and C (Design);
2. Install Backup Generator;
3. Acquire Snow Removal Equipment;
4. Rehabilitate/Reconstruct Taxiway A and C (Construction);
5. Pavement and Airfield Marking Maintenance;
6. Rehabilitate the North GA Apron (Design);
7. Rehabilitate the North GA Apron (Construction);
8. Construct GA Taxilane;
9. Land Acquisition;
10. Assistance with Other Federal, State and Non-Federally Funded Projects as Requested

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with the Project will be specified in an Amendment to this Agreement, a sample of which is attached as Exhibit A hereto, or a Statement of Work (an “SOW”) accompanying such Amendment (such services collectively, when and as specified in Amendments and SOWs, the “Services”).

2.1 Basic Services. Engineer shall:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer’s estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (“FAA”), users, city, county, and other interested parties;

2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;
2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer’s report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 Field Engineering Services. This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term “engineering coordination” does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.
2.3.1 The Engineer, in carrying out his or her responsibilities for engineer coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer’s duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor’s agent during construction to protect the Sponsor’s interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor’s payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA with one (1) set of reproducible record drawings, one electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

2.3.10 On completion of the Project, the Engineer shall prepare and supply the Sponsor with an airport pavement maintenance program for the improvements constructed under the Project.
SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Amendment; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Amendment.

3.1 Method of Compensation. Each Amendment shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each “Lump Sum” Amendment, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor’s approval.

3.1.2 For performance of Services described in each “Cost-Plus-a-Fixed-Fee” Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

(A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(B) The overhead rate is 180.20%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

1) The Engineer must alert the Sponsor when the Engineer’s cumulative costs approach the upper limit.

2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.

3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overruning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer
must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Amendment, Sponsor shall pay the compensation set forth in such Amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Amendment.

3.3.2 Payments for all Services performed pursuant to executed Amendments shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, “Changes in Scope”), only when:

(A) Such revisions are due to causes beyond the Engineer’s control,

(B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the “Plans and Specifications” means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting,
due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 **Construction Cost Opinion.** Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer’s reasonable judgment as a design professional (a “Cost Report”). Such Cost Report shall be provided for Sponsor’s internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 **Ownership of Plans.** The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor’s agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 **Delivery of Plan.** The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

**SECTION 5. FEDERAL COMPLIANCE**

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, “Equal Employment Opportunity.” The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that “Disadvantaged Business Enterprises” (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.
SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker’s compensation and Employer’s Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than $1 million combined single limit per occurrence and $2 million aggregate for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of $1 million for occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than $1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Engineer from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer’s sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor’s sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended.
for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall
be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 Termination by Sponsor. Upon five (5) business days written notice to Engineer, Sponsor
may terminate the Engineer’s right to proceed further with the Project and Services under this
Agreement or any Amendment. In the event of such termination, Sponsor may take possession of
the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the
Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer
for all costs associated with the cessation of Services, plus that portion of the Services performed
prior to the date of such termination, and Sponsor shall thereafter assume all obligations,
commitments, or other liabilities that the Engineer shall have theretofore incurred or made in
connection with its performance of the Services and for which Engineer has not been paid and
released.

9.2 Termination by Engineer. If work on the Project shall be delayed for more than 30 calendar
days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to
pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon
five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such
termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as
the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all
obligations, commitments, or other liabilities that Engineer shall have previously incurred or made
in connection with its performance of the Services and for which the Engineer has not been paid and
released.

9.3 Termination Without Cause. Either party may terminate this Agreement upon thirty (30) days
prior written notice to the other party. In the case of such termination, Engineer shall be paid for
all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the “Indemnifying Party”) to the fullest extent
permitted by law, shall indemnify, defend, and hold harmless the other party (the “Indemnified
Party”) their consultants and agents and employees of any of them from and against claims,
damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting
from performance of the Work, provided that such claim, damage, loss or expense is attributable to
bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other
than the Work itself), but only to the extent caused by the negligent acts or omissions of the
Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for
whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is
causd in part by a party indemnified hereunder. Such obligation shall not be construed to negate,
abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party
or person described in this paragraph.

10.2 Professional Liability Indemnification. To the fullest extent permitted by applicable law, the
Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims,
damages and costs (including reasonable attorney’s fees) to the extent caused by the negligence of
the Engineer in performance of professional services under this Agreement. In no event shall the
indemnification obligation extend beyond the date when the institution of legal or equitable
proceedings for professional negligence would be barred by an applicable statute of repose or statute
of limitations
10.3 **Damages Waiver.** Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties’ relationship under this Agreement or applicable law, including claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

**SECTION 11. MISCELLANEOUS**

11.1 **Interpretation.** In this Agreement, unless a clear contrary intention appears, (a) words used with initial-capitalized letters shall have the definitions set forth herein, (b) the term “or” shall not be used in an exclusive manner, (c) reference to any gender includes each other gender; (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) “including” (with any correlative meaning “include”) means including without limitation the generality of any description preceding such term; and (f) the headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.2 **Notices.** All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by electronic mail (return receipt requested), overnight courier, or by certified mail, to the receiving party at the following address:

**If to Sponsor:**
City of Riverton/Riverton Regional Airport  
816 North Federal  
Riverton, WY 8501  
Attention: Paul Griffin  
Telephone: 307-856-7063  
Email: pgriffin@rivertonwy.gob

**If to Engineer:**
Jviation, Inc.  
900 S. Broadway, Ste. 350  
Denver, CO 80209  
Attention: Alex Nodich  
Telephone: 303-524-3039  
Email: alex.nodich@jviation.com

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery.

11.3 **Disputes.** This Agreement is made under and shall be governed by and construed in accordance with the internal laws of the State of Wyoming. Any controversy or claim arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the then-effective rules of the American Arbitration Association (“AAA”) and limited discovery shall be permitted. Upon notification by a party of such party’s intention to arbitrate a dispute (the “Notice Date”), each party shall select one arbitrator, and the two arbitrators so chosen shall select one arbitrator. Each of the arbitrators chosen shall be impartial and independent of the parties. If a party fails to select an arbitrator within twenty days after delivery of the Notice Date, or if the arbitrators chosen fail to select a third arbitrator within twenty days after being chosen, then any party may in writing request the judge of the United States District Court closest to Riverton, Wyoming senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in Riverton, W acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be reduced to writing and shall be binding on the parties.
Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 Severability. The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 Governing Law. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Wyoming.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 Warranties – Exclusion or Limitation. Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 Successors; Assignment. This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.
SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (Reference: 49 CFR Part 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

  a) Withholding of payments to the Engineer under the contract until the Enginee complies, and/or
  b) Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (Compliance with Regulations, Nondiscrimination, Solicitations for Subcontracts, Information and Reports, and Sanctions for Noncompliance) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct.
as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123;AC 150/5100-15, Para. 10.c.)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (Reference: 49 CFR Part 26)

• Contract Assurance (§26.13) - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

• Prompt Payment (§26.29) - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Reference: 49 CFR Part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,
an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

VI. ACCESS TO RECORDS AND REPORTS (Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative’s access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor’s notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. RIGHTS TO INVENTIONS (Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.
IX. TRADE RESTRICTION CLAUSE (Reference: 49 CFR Part 30.13; FAA Order 5100.38)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R. and
- has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors to provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the
Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

X. TERMINATION OF CONTRACT (Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
2) Make adequate progress so as to endanger satisfactory performance of the Project;
3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.
Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

1) Defaults on its obligations under this Agreement;
2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor’s breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Reference: 49 CFR Part 29; FAA Order 5100.38)

The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offoror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

XII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference: 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIII. CLEAN AIR AND WATER POLLUTION CONTROL (Reference: 2 CFR § 200 Appendix II(G))

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds $150,000.
XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(Reference: 2 CFR § 200 Appendix II (E))

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XVI. TEXTING WHEN DRIVING (Reference: Executive Order 13513, DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVII. ENERGY CONSERVATION REQUIREMENTS (Reference: 2 CFR § 200 Appendix II(H))

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

XVIII. VETERAN’S PREFERENCE (Reference: 49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6)

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]
The parties executed this Prime Agreement as of this ______ day of ________________

SPONSOR:
City of Riverton

ATTEST:

By: ________________________________  _________________________________

Name: ______________________________

Title: ______________________________

ENGINEER:
Jviation, Inc.

By: ________________________________

Name: ____Jason Virzi, PE___________

Title: ____Office Manager___________
Exhibit A

to
Prime Agreement

Form of Amendment

See attached.
AMENDMENT NO. ONE (1) TO CONTRACT
DATED ____________________
BETWEEN
JVIATION, INC.
AND
SPONSOR
CITY, STATE

The Sponsor and the Engineer agree to amend their contract for improvements to the _________, _________ (city), _________ (state) to include fees for engineering services. The improvement Item No. is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Item No.
- or other work as identified.

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design .................................................................................................................. Lump sum of $0.00
Design.............................................................................................................................. Lump sum of $0.00

BIDDING

Bidding.............................................................................................................................. Lump sum of $0.00

REIMBURSABLE COSTS [typically remove this section and roll fees into specific elements]

Reimbursable Costs During Design.................................................................................. Lump sum of $0.00

TOTAL BASIC SERVICES .................................................................................................. Lump sum of $0.00

Method of payment shall be as follows:

Interim payments based on work performed by the Engineer and detailed in a report submitted to the Sponsor with the request for payment. A retainer of ten percent of the total contract amount to be paid upon Notice to Proceed for construction, or, in the event the Sponsor does not elect to proceed with construction, the remaining ten percent to be paid upon receipt of request for payment from the Engineer.
PART B - SPECIAL SERVICES (SOILS AND PAVEMENT INVESTIGATIONS/TOPOGRAPHIC SURVEYS/HYDROLOGIC STUDIES/CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING)

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)
Geotechnical Investigations ........................................................................................................... Lump sum of $0.00

TOPOGRAPHIC SURVEYS (FOR DESIGN)
Topographic Surveys .................................................................................................................... Time and Materials of $0.00

ACCEPTANCE TESTING (FOR CONSTRUCTION)
Acceptance Testing ...................................................................................................................... Time and Materials of $0.00

TOTAL SUBCONSULTANT SERVICES ......................................................................................... Lump sum of $0.00

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

CONSTRUCTION ADMINISTRATION
Construction Administration ........................................................................................................... Lump Sum of $0.00
Pre-Construction Coordination .................................................................................................... Lump Sum of $0.00
Post Construction .......................................................................................................................... Lump Sum of $0.00

TOTAL CONSTRUCTION ADMINISTRATION ................................................................................. Lump sum of $0.00

CONSTRUCTION COORDINATION AND FIXED FEE
Construction Coordination ............................................................................................................. Cost Plus of $0.00
Fixed Fee for Construction Coordination ...................................................................................... $0.00

REIMBURSABLE COSTS
Reimbursable Costs During Construction Coordination ................................................................. $0.00

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE ................................................... $0.00

TOTAL SPECIAL SERVICES ........................................................................................................ $0.00

TOTAL ........................................................................................................................................... $0.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The
final ten percent of the fee shall be due and payable when the project final inspection and the
construction report have been completed, and when reproducible Record Drawings have been submitted
to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the
construction work has terminated. The Record Drawings and Construction Report shall be submitted
within a period of 90 days from end of construction period. This Amendment shall be considered
concurrent with completion of audit.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _______________ day of
_________________________ 201__.

SPONSOR:
[NAME] ATTEST:

By: ____________________________
Name: _______________ Insert Before Printing
Title: _______________ Insert Before Printing

ENGINEER:
Jviation, Inc.

By: ____________________________
Name: _______________ Insert Before Printing
Title: _______________ Insert Before Printing
CITY COUNCIL STAFF REPORT

TO:    His Honor the Mayor and Members of the City Council
FROM:  Kyle J. Butterfield, Public Works Director
THROUGH:  Anthony Tolstedt, City Administrator
DATE:  June 19, 2018
SUBJECT:  BLM Lease Agreement

Recommendation:   The City Council enters into a lease agreement with the Bureau of Land Management (BLM) for ground lease space at Riverton 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 facilitates. One of these fees is terminal/ground lease fees.

Discussion: The BLM provides aerial application firefighting services in our region. To support their operations, the BLM mobilizes Single Engine Air Tankers (SEAT) to RIW and leases a ground footprint of 19,766 square feet. 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 the BLM for the space that it plans to occupy. Staff has prepared the attached lease agreement and recommends the City Council executes it.

Budget Impact: The footprint of the lease is 19,766 square feet. The current rate for this type of ground lease is $0.17952. The annual revenue generated from this lease agreement is $3,548.39. The lease also includes a one-time improvement fee of $4,400. This fee reimburses the airport for the installation of a 100 amp, 120/240 volt electrical service to support a temporary ground trailer on the leased space.
LEASE AGREEMENT

This Agreement is entered into by the CITY OF RIVERTON, Fremont County, Wyoming, a Municipal Corporation (“City”), and Bureau of Land Management, (“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” and “Exhibit B”

2. TERM:

2.01 This Agreement shall be effective for a term of one year commencing July 1, 2019 and terminating June 30, 2020 with an option for four successive renewal terms of one year each on such terms and conditions as may be mutually agreed between both 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: Lessee shall pay to City an annual cash rental for the right of utilizing and renting the described space in “Exhibit A”. Lessee shall pay an annual rental fee of $3,611 (19,766 sq. ft. X $0.1827 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.

4. ALTERNATE ANNUAL CASH RENTAL: When Lessee requires the use of an area outside of that defined in “Exhibit A”, Lessee shall pay to the City an alternate annual cash rental for the right of utilizing and renting the described space in “Exhibit B”. Lessee shall pay an annual rental fee of $5,478 (29,984 sq. ft. X $0.1827 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.

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.
   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:**
   7.01: Lessee shall not assign, sublease, or transfer any of the rights, privileges, uses or interest arising hereunder unless first obtaining the written acknowledgement of City.
   7.02: Upon receipt of written acknowledgement 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.
   7.03: Upon written acknowledgement by City under Section 8.01, Lessee shall have the right to transfer ownership of all structures, installations 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.
   7.04: 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. Lessor understands that the Lessee is a Federal Government Agency and is self-insured.

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 the destruction or damage is deemed to be the fault of the Lessee, and can be repaired within the 120-day period reference 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. If the destruction or damage is deemed not to be the fault of the Lessee, then this Lease Agreement, at the option of City, with agreement from the Lessee, 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.

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:**

12.01: 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.

12.02: 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.

12.03: 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.

12.04: 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. AIRPORT TERMINAL 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 Terminal Building, 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.
17. **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:

<table>
<thead>
<tr>
<th>Bureau of Land Management</th>
<th>Bureau of Land Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>1335 Main St.</td>
<td>Wyoming State Office</td>
</tr>
<tr>
<td>Lander, WY 82520</td>
<td>5353 Yellowstone Road</td>
</tr>
<tr>
<td></td>
<td>Cheyenne, WY 82009</td>
</tr>
</tbody>
</table>

19. **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.

20. **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 mediator, and the two mediators shall select a third mediator, which third mediator shall conduct the mediation.

21. **NONWAIVER**: Any waiver by City of any breach of any covenant herein contained to be performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent City from declaring forfeiture for any succeeding breach, either of the same or other conditions of the covenant.

22. **BINDER**: This lease shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

23. **INDEPENDENCE OF AGREEMENT**: It is understood and agreed that nothing herein is intended, or should be construed as in any way establishing a relationship of co-partners between the parties hereto, or as constituting Lessee as the agent, representative, or employee of City for any purpose, or in any manner whatsoever. The Lessee shall remain an independent contractor with respect to all services performed hereunder.

24. **GOVERNMENTAL IMMUNITY**: Nothing in the Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

CITY OF RIVERTON, WYOMING
A Municipal Corporation

By: ________________________________
    Richard P. Gard, Mayor

ATTEST:

______________________________
Kristin Watson
City Clerk

By: _________________________________

Title: _________________________________

STATE OF WYOMING       )
    ) SS.
COUNTY OF _____________  )

The foregoing instrument was acknowledged before me by ______________________, a
designated representative known to me to be the person that executed the within instrument as the
Lessee therein named, this ___ day of __________, 2019.
Witness my hand and official seal.

________________________________________
Notary Public

My Commission Expires: ____________________