



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

**At 6:45 P.M. on Tuesday, February 7, 2023, the Finance Committee will meet in the City Hall Council Chambers to consider bills to be paid. This meeting is open to the public.**

- 1) Call to order.
  - 2) Pledge of Allegiance.
  - 3) Invocation.
  - 4) Roll call: Mayor: Tim Hancock  
Ward I: Kyle Larson, Dean Peranteaux  
Ward II: Karla Borders, Kristy K. Salisbury  
Ward III: Mike Bailey, Lindsey Cox
  - 5) Declaration of quorum.
  - 6) Approval of the Agenda.
  - 7) Communication from the Floor – Citizen’s Comments.
  - 8) Consent Agenda:
    - Approval of the Minutes – January 17, 2023 Regular Council Meeting.
    - Approval of the Minutes – January 17, 2023 Executive Session.
    - Approval of the Minutes – January 31, 2023 Special Council Meeting.
    - Approval of the Minutes – January 31, 2023 Executive Session.
    - Approval of the Minutes – February 7, 2023 Finance Committee Meeting.
    - Approval of the Finance Committee Recommendations – February 7, 2023.
    - Approval of the Municipal Court Report for the month of January 2023.
  - 9) Wyoming Professional Water and Wastewater Operator’s Week Proclamation.
  - 10) Consideration of Ordinance No. 23-001, 2<sup>nd</sup> Reading: Rezone Woodridge Estates.
  - 11) Consideration of 2023 Airport Crack Seal Project Contract.
  - 12) Resolution Nos. 1466 & 1467: Airport Improvement Program Grant Applications.
  - 13) RAISE Grant Application.
  - 14) Wastewater Treatment Plant Centrifuge Project.
  - 15) Quarterly Fiscal Health Report.
- Reports and Comments:
- 16) Council Committee Reports and Council Members’ Roundtable.
  - 17) City Administrator’s Report.
  - 18) Mayor’s Comments.
  - 19) Executive Session – If needed.
  - 20) Adjourn.

“Excellence in Service to the Rendezvous City”

**RIVERTON CITY COUNCIL**  
**Minutes of the**  
**Regular Council Meeting**  
**Held January 17, 2023**  
**7:00 PM**

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

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

City Staff present: City Administrator Kyle J. Butterfield, City Clerk/Human Resource Director Kristin S. Watson, Public Works Director Brian Eggleston, Interim Chief of Police Wesley Romero, Finance Director Mia Harris, Community Development Director Michael Miller, and Administrative Assistant Tisha Tuttle.

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

**Introduction and Oath of Office – Mayor and Council Members** – Mayor Hancock introduced Council Member Dean Peranteaux who was elected to serve as Council Member in Ward I. Mayor Hancock conducted the Oath of Office for Council Member Peranteaux.

**Communication from the Floor/Response to Citizen's Comments** – Jackson Hill and Dani Santee, who were representing Riverton FFA, requested hanging FFA flags on Main Street, February 13 – February 24, 2023, in recognition of FFA week. There was consensus from the Council to allow FFA flags to be flown, as requested. Riverton Senior Center representatives, Frank Tanner and Lori Weber, requested the City of Riverton's support of their request to form a Senior Citizen Service District that will be presented to the County Commissioners for potential ballot language.

**Consent Agenda** – City Clerk/Human Resource Director Kristin S. Watson read the consent agenda items by title only: Approval of the Minutes – January 3, 2023 Regular Council Meeting; Approval of the Minutes – January 10, 2023 Work Session Meeting; Approval of the Minutes – January 17, 2023 Finance Committee Meeting; approval of the Finance Committee Recommendations – January 17, 2023, claims to be paid in the amount of \$342,697.79, Elan credit card in the amount of \$1,924.99, payroll & liabilities for 12/30/22 in the amount of \$370,611.36, for a total of \$715,234.14; and approval of the Municipal Court report for the month of December. Council Member Borders moved, seconded by Council Member Cox to approve the consent agenda as presented. Motion passed unanimously, with Council Member Bailey abstaining from all Bailey Tire and Oil claims, and Council Member Peranteaux abstaining from all Wyonet and Traveling Computer claims.

**City Council Committee Appointments** – Mayor Tim Hancock presented the letter of interest received from Ashley Strickland for appointment to the Riverton Rendezvous Board. Council Member Larson moved, seconded by Council Member Bailey to approve the Mayoral appointment for the Riverton Rendezvous Committee. Motion passed unanimously.

**Consideration of Resolutions to Update Signatory Authority For Investment Funds** – Finance Director Mia Harris presented the council with the three resolutions, which would update the signatories on the City's investment funds. Resolution No. 1461 – Updating Signatory Authority: Wyoming CLASS; Resolution No. 1462 – Updating Signatory

Authority: WyoStar; and Resolution No. 1463 – Updating Signatory Authority: Wyoming Government Investment Fund. City Clerk/Human Resource Director Kristin Watson read Resolution No. 1461 by title only. Council Member Peranteaux moved, seconded by Council Member Cox to approve Resolution No. 1461: Updating Signatory Authority for Wyoming CLASS. Motion passed unanimously. City Clerk/Human Resource Director Kristin Watson read Resolution No. 1462 by title only. Council Member Bailey moved, seconded by Council Member Borders to approve Resolution No. 1462: Updating Signatory Authority for WyoStar Investment Pool. Motion passed unanimously. City Clerk/Human Resource Director Kristin Watson read Resolution No. 1463 by title only. Council Member Larson moved, seconded by Council Member Bailey to approve Resolution No. 1463: Updating Signatory Authority for Wyoming Government Investment Fund. Motion passed unanimously.

**Public Hearing & Consideration of Ordinance No. 23-001, 1st Reading: Rezone, Woodridge Estates** – Community Development Director Michael Miller reported on the requested rezone of Woodridge Estates Block 1, Tract 1, from Planned Neighborhood Shopping District (C-P) to Commercial District (C-1). Council Member Peranteaux moved, seconded by Council Member Bailey to open the public hearing. Motion passed unanimously. Being there no one to speak, Council Member Bailey moved, seconded by Council Member Peranteaux to close the public hearing. Motion passed unanimously. Council Member Bailey moved, seconded by Council Member Peranteaux to adopt on first reading Ordinance 23-001 Rezone of Woodbridge Estates Block 1, Tract 1 (Final Replat of Lots 3 & 4 and the vacation of platted easements with lots 10-15, block 16 and all of block 17). After some council discussion, motion passed with Mayor Hancock and Council Member(s) Borders, Cox, Bailey, and Peranteaux voting aye; and Council Member Larson voting nay.

**Consideration of Resolution No. 1464: American Rescue Plan Act (ARPA) Funding – HVAC Units** – Community Development Director Michael Miller reported on an application to the State Loan and Investment Board (SLIB) for an American Rescue Plan Act (ARPA) Local Government project grant monies to improve heating, ventilation, and cooling (HVAC) systems at City Hall and the airport terminal. City Clerk/Human Resource Director Kristin Watson read Resolution No. 1464 by title only. Council Member Cox moved, Council Member Peranteaux to approve Resolution No. 1464 supporting an application to the State Loan and Investment Board (SLIB) for an American Rescue Plan Act (ARPA). Motion passed unanimously.

**Consideration of Resolution No. 1465: American Rescue Plan Act (ARPA) Funding – Storm Water** – Public Works Director Brian Eggleston reported on an application to the State Loan and Investment Board (SLIB) for an American Rescue Plan Act (ARPA) local government support grant for the purpose of Webbwood Road Storm Water Infrastructure Replacement Project. City Clerk/Human Resource Director Kristin Watson read Resolution No. 1465 by title only. Council Member Borders moved, seconded by Council Member Bailey to approve Resolution No. 1465 supporting an application to the State Loan and Investment Board (SLIB) for an American Rescue Plan Act (ARPA). Motion passed unanimously.

**Council Committee Reports & Council Members’ Roundtable** – Council Member(s) Borders, Cox, Bailey, Peranteaux, and Larson reported on the PAWS board meeting, the Fremont County School District #25 Recreation board meeting, thanked RPD for their swift action on their response during the incident last week, complimented staff on snow removal efforts, the upcoming Airport board meeting, and the Fremont County Solid Waste Disposal District board meeting, respectively.

**City Administrator’s Report** – Mr. Butterfield reported that all financial disclosure statements have been received from Council and Staff, pursuant to Wyoming Statute, and the staff trainings. Mr. Butterfield notified the Council and public of the upcoming board meetings for Airport and EDGE. Mr. Butterfield expressed his appreciation to Administrative Assistant Tisha Tuttle for her service to the City of Riverton. Mr. Butterfield, along with Mayor Gard and Council Member Peranteaux will be attending the Winter WAM Workshop next week.

**Mayor's Comments** – Mayor Hancock commended the Riverton Police Department for their service on a day to day basis; discussed the snow conversations with members of the public; and talked about homelessness and working with others for solutions to the issue.

**Executive Session** – Council Member Borders moved, seconded by Council Member Peranteaux to convene into executive session at 8:22 p.m. for the purpose of personnel and potential litigation. Motion passed unanimously. Mayor Hancock invited City Administrator Kyle J. Butterfield, and City Clerk Kristin S. Watson, to attend the executive session. Council Member Larson moved, seconded by Council Member Peranteaux to reconvene into regular session at 9:58 p.m. Motion passed unanimously.

**Adjourn** – There being no further business to come before the Council, Mayor Hancock adjourned the Regular Council meeting at 9:58 p.m. There was no objection from the Council. Motion passed unanimously.

CITY OF RIVERTON, WYOMING

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Tim Hancock  
Mayor

ATTEST:

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Kristin S. Watson  
City Clerk/Human Resource Director

Publication Date:

**RIVERTON CITY COUNCIL**  
**Minutes of the**  
**Special Council Meeting**  
**Held January 31, 2023**  
**2:00 PM**

The special meeting of the Riverton City Council was held on the above date and time, duly convened by Mayor Tim Hancock at 2:00 p.m. City Council Members present were Karla Borders, Lindsey Cox, Mike Bailey, Dean Peranteaux, Kyle Larson, and Kristy Salisbury. Council Member Peranteaux led the pledge of allegiance and Council Member Bailey conducted the invocation.

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

City Staff present: City Administrator Kyle J. Butterfield and City Clerk/Human Resource Director Kristin S. Watson.

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

**Executive Session** – Council Member Borders moved, seconded by Council Member Peranteaux to convene into executive session at 2:02 p.m. for the purpose of personnel. Motion passed unanimously. Mayor Hancock invited City Clerk Kristin S. Watson to attend the executive session. Council Member Bailey moved, seconded by Council Member Peranteaux to reconvene into special session at 8:48 p.m. Motion passed unanimously.

**Action Items from Executive Session** – Council Member Peranteaux moved, seconded by Council Member Bailey to direct staff to proceed with contract negotiations for the Chief of Police position. Motion passed unanimously.

**Adjourn** – There being no further business to come before the Council, Mayor Hancock adjourned the Regular Council meeting at 8:50 p.m. There was no objection from the Council. Motion passed unanimously.

CITY OF RIVERTON, WYOMING

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Tim Hancock  
Mayor

ATTEST:

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Kristin S. Watson  
City Clerk/Human Resource Director

Publication Date:

**RIVERTON MUNICIPAL COURT  
REPORT**

**CASH RECEIPTING  
DECEMBER 30, 2022 THROUGH JANUARY 26, 2023**

TOTAL DOCKETS FOR JANUARY 116									
	TOTAL	ADMIN			CREDIT				TOTAL
DATE	RECVD	FEES	FINES	COSTS	CARD	BOND	VCF	REST	RECVD
12/30-1/5/23	\$ 3,225.75		\$ 1,318.75	\$ 30.00	\$ 1,877.00				\$ 3,225.75
1/6-1/12/23	\$ 3,134.00	\$ 729.00	\$ 660.00	\$ 20.00	\$ 725.00	\$ 1,000.00			\$ 3,134.00
1/13-1/19/23	\$ 2,277.50		\$ 982.50	\$ 10.00	\$ 885.00	\$ 250.00	\$ 150.00		\$ 2,277.50
1/20-1/26/23	\$ 2,405.75	\$ 48.00	\$ 1,215.75	\$ 50.00	\$ 607.00	\$ 485.00			\$ 2,405.75
<b>SUB TOTAL</b>	<b>\$ 11,043.00</b>	<b>\$ 777.00</b>	<b>\$ 4,177.00</b>	<b>\$ 110.00</b>	<b>\$ 4,094.00</b>	<b>\$ 1,735.00</b>	<b>\$ 150.00</b>	<b>\$ -</b>	<b>\$ 11,043.00</b>
VCF	\$ 450.00	\$100 PD W CC 1/3, \$100 PD W/ CC 1/5, \$100 BOND APPLIED 1/10							
REST	\$ 535.00	\$250 PD W/ CC 1/3, \$10 PD W/ CC 1/13, \$75 PD W/ CC 1/18/23, \$200 BOND APPLIED 1/26							
BOND M	\$ 1,735.00								
OVER PAY									
<b><u>BCK GRNDS</u></b>									
E Shoshone	\$ 100.00								
WRC	\$ 340.00								
<b>TOTAL</b>	<b>\$ 8,763.00</b>								
							JUDGE MCKEE		

# WYOMING PROFESSIONAL WATER AND WASTEWATER OPERATOR WEEK PROCLAMATION

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**Whereas,** Wyoming’s certified drinking water treatment, drinking water distribution, and wastewater collection and wastewater treatment operators are professionals that perform a vital service for our state; and

**Whereas,** Wyoming’s professional operators protect public health by removing contaminants from our drinking water, delivering safe drinking water to our taps, efficiently delivering wastewater to treatment facilities, and correctly treating wastewater; and

**Whereas,** Wyoming’s professional operators preserve high quality of Wyoming’s lakes, rivers, and streams by ensuring the proper treatment of wastewater; and

**Whereas,** Wyoming’s professional operators properly operate and maintain water and wastewater equipment and facilities, ensuring the longevity of one of the states’ largest infrastructure investments; and

**Whereas,** clean, safe drinking water and our pristine natural environment is central to our quality of life and Wyoming’s future; and

**Whereas,** it is fitting to recognize and honor the work of professional operators in protecting the public’s health, our environment and water resources, and the water and wastewater infrastructure of Wyoming;

**Now, Therefore, I,** Tim Hancock, Mayor of the City of Riverton, do proclaim the week of February 6 – 12, 2023, as:

## **Wyoming Professional Water and Wastewater Operator Week**

and further extend appreciation to the professional Water and Wastewater Operators employed by the City of Riverton for the vital services they perform and their exemplary dedication to the City of Riverton.

Dated this 7<sup>th</sup> day of February, 2023

\_\_\_\_\_  
Tim Hancock, Mayor

Attest: \_\_\_\_\_  
Kristin S. Watson, City Clerk/Human Resource Director



City of Riverton

816 N Federal Blvd | Riverton, WY 82501 | ph: 307.856.2227 | fax: 307.856.8270  
[riverton@rivertonwy.gov](mailto:riverton@rivertonwy.gov) | [www.rivertonwy.gov](http://www.rivertonwy.gov)



# CITY COUNCIL STAFF REPORT

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

**FROM:** Michael Miller – Director of Community Development

**THROUGH:** Kyle Butterfield – City Administrator

**DATE:** February 7<sup>th</sup>, 2023

**SUBJECT:** Rezone Woodbridge Estates Block 1, Tract 1 (Final Replat of Lots 3 & 4 and the vacation of platted easements with lots 10-15, block 16 and all of block 17)

**PETITIONERS:** HAAN Development

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**Recommendation:** The City Council approve on second reading Ordinance 23-001 Rezone of Woodbridge Estates Block 1, Tract 1 (Final Replat of Lots 3 & 4 and the vacation of platted easements with lots 10-15, block 16 and all of block 17)

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**Background:** Woodbridge Estates Block 1, Tract 1 is a corner lot at the intersections of Pure Gas Road and Webbwood Road. The lot is located on the north side of a majority residential subdivision. The lots to the north of this lot, across Webbwood are designated as Heavy Industrial (“I-2”) and Agriculture (“AG”). The lot is currently zoned as a Planning Neighborhood Shopping District (“C-P”) and the petitioners are requesting to rezone this lot to a Commercial District (“C-1”).

**Discussion:** HAAN Development is requesting this change to allow them to create commercial office spaces with garages. The current use regulations for C-P zoning could be restricting. The petitioner plans to build commercial offices spaces and garages for businesses or individuals to rent. C-1 zoning offers more flexibility to the type of businesses that can rent and utilize the commercial spaces available.

The City Planning Commission Recommended Certification on January 5<sup>th</sup>, 2023.

City Council approved Ordinance No. 23-001 on first reading at the January 17th, 2023 regular meeting

**Alternatives:**

- Approve with amendments or stipulations.
- Not Approve the rezone

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



November 9, 2022

City of Riverton – Community Development  
ATTN: Michael Miller Community Development Director  
816 N. Federal Blvd  
Riverton, WY 82501

RE: Petition for Zone Request  
3.09-acres Southeast Corner Pure Gas Road & Webbwood Road (Parcel ID – 91142624000100)

Dear Mr. Miller,

This letter is a request of petition for zone request for the 3.09-acre property located on the Southeast Corner of Pure Gas Road and Webbwood Road with Parcel ID 91142624000100. The request is submitted by G.A. Haan Development, L.L.C. for the landowner, Phoenix Holding Group, L.L.C. The legal description of the Property is –

WOODRIDGE ESTATES BLOCK 1 TRACT 1 (FINAL PLAT REPLAT OF LOTS 3 & 4 AND THE  
VACATION OF PLATTED EASEMENTS WITH LOTS 10-15, BLOCK 16 AND ALL OF BLOCK 17)  
PLAT 2010-1332955

The Property is currently zoned Planned Commercial Shopping District (C-P). The Petition for Zone Request proposes a new designation of Commercial General (C-1).

#### **Need for Such Zone Change Designation**

The landowner intends to develop a commercial building offering 3 to 5 rental units 800 to 1,200 square feet each. Each rentable unit is envisioned to offer an office area with an attached garage space. Intended tenants may range from a construction trade looking for small office space and storage capacity or individuals looking for additional storage capacity for personal items in addition to a small office space to work from. Per the City of Riverton Community Development Department, a use such as the proposed fits more accurately under the C-1 Zoning District.

#### **Impact of Surrounding Areas**

The Property is neighbored to the North by Webbwood Road, undeveloped property zoned Commercial and Agricultural, and developed Industrial Zoned property serving as gas storage. To the East by undeveloped R-2 zoned property. To the South by undeveloped Agricultural Land followed by Riverton Woodridge Apartments. To the West by undeveloped R-2 property, Pure Gas Road, and Industrial uses. The proposed use will have no additional impact on surrounding uses than current uses allowed within the existing C-P designation.

#### **Distance to Services**

Our property is within a short distance of the following business and employment centers:

- |  |           |
|--|-----------|
| 1. Downtown District                       | 1.3 Miles |
| 2. SageWest Health Care Campus             | 2.9 Miles |
| 3. Walmart Super Center (Other Commercial) | 0.5 Miles |
| 4. Holiday Inn Convention Center           | 0.8 Miles |
| 5. Riverton Chamber of Commerce            | 1.9 Miles |
| 6. Riverton High School & Middle School    | 2.8 Miles |

- |                                    |           |
|------------------------------------|-----------|
| 7. Riverton City Park              | 1.3 Miles |
| 8. Riverton Aquatic Center         | 2.8 Miles |
| 9. Riverton Public Library         | 2.9 Miles |
| 10. Smart Start Quality Child Care | 1.8 Miles |

### **Access to Area / Traffic Patterns**

Access to the Property from U.S. Highway 26 (Federal Blvd) is provided by E Webbwood Road and Pure Gas Road.

### **Accessibility to Utilities**

Currently, all utilities are available at the site. An 8" sewer line is located within a drainage and utility easement on the west end of the Property. Water is accessible across Webbwood Road or to the South Side of the Site at the intersection of Redwood Drive and Pinecrest Drive that could be brought to the Site.

### **Impact on City Facilities**

Water, Sewer, & Sanitation: It is understood the City facilities in the area are able to serve the proposed use and are adequate to serve the current uses allowed with the existing C-P designation. A significant investment is not anticipated if the requested zone change were approved.

Emergency Services: The Property is located less than 1 mile from the Riverton City Police Department and less than 2.5 miles from the Riverton Fire Department. The proposed zoning designation change and the proposed use will not increase required emergency services above the current uses allowed with the existing C-P designation. A significant investment is not anticipated if the requested zone change were approved.

Traffic: As noted above, the Property is located along Webbwood Road, and access to the Property will continue to be from E Webbwood Road and Pure Gas Road. Both Roads are sufficient to serve the proposed use. A significant investment is not anticipated if the requested zone change were approved.

Parks: A significant investment is not anticipated if the requested zone change were approved.

Schools: A significant investment is not anticipated if the requested zone change were approved.

Provided the minimal impact, if any, this requested zone change will prompt it is requested no Impact Study be required and the provided information within this letter serve as documentation addressing any such impact. Please find enclosed within this letter 1) Completed Petition for Zone Request Form executed by the Landowner; 2) Applicable Fees; 3) Copy of Woodridge Estates Plat showing site location; 4) Copy of Deed. Should you have any questions, or require additional information, please don't hesitate to contact me by phone or email at. (231) 838-0563 or [andrew@haandev.com](mailto:andrew@haandev.com).

Regards,



Andrew Schorfhaar  
Haan Development

(City will mail),  
One property sign,  
Newspaper hearing notice,  
Publication of zone change, and  
Revision of master zoning map



Pursuant to Section 17.04.050 of the Riverton Municipal Code, Resolution No.1260, Ord. 12-011

I (We), (Name) PHOENIX HOLDING GROUP LLC (Ph#) (231) 769-0931

(Address) PO BOX 10038, PHOENIX, AZ 85064-0038

Do hereby petition the City to zone or rezone the following described real property:

Subdivision WOODRIDGE ETATES Block(s) 1

Lot (s) \_\_\_\_\_ Parcel 91142624000100

Address WEBBWOOD RD, RIVERTON WY 82501 Existing Zoning C-P DISTRICT

Proposed New Zoning Designation C-1 DISTRICT

Upon receiving the requested zone designation of the above-described real property, I (We) propose to use the property for the following purposes: (Brief Statement of facts and justification for rezoning):

The landowner intends to develop a commercial building offering 3 to 5 rental units 800 to 1,200 square feet each. Each rentable unit is envisioned to offer an office area with an attached garage space. Additional information included within the attached letter.

  
Signature of Property Owner(s)

**The Planning Commission will hold a public hearing a minimum of thirty (30) days after the date of filing. Please allow ninety (90) days for complete process through City Council.**

Return petition to City of Riverton, Community Development Department, 816 North Federal Blvd, Riverton, Wyoming 82501. **\$300.<sup>00</sup> Fee is due at the time of filing and is non-refundable.**

**To be attached with this petition:**

1. Copy of Deed or other proof of ownership with legal description;
2. Impact study or letter addressing the following items:
  - a. Need for such zone designation;
  - b. Impact (present and future) on surrounding area, developed and undeveloped;
  - c. Distance to: Business centers, Employment centers, Community facilities: schools, parks, churches, etc.;
  - d. Access to area; traffic patterns;
  - e. Accessibility of utilities;
  - f. Impact on city facilities: sewer, water, sanitation, fire, police, traffic, parks and schools.
3. Applicable fees as noted above.

**Responsibilities of Petitioner**

1. Notices of public hearing shall be mailed to all property owners within 140 feet of proposed zone designation. The notices must be sent 1<sup>st</sup> class regular mail. Signs shall be posted on the property and will be visible from a public street. Signs prepared and notices mailed by Community Development Department.

*owners*

WARRANTY DEED

TIMBERLINE INVESTMENTS LLC, a Wyoming Limited Liability Company, grantor(s), for and in consideration of Ten dollars and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO PHOENIX HOLDING GROUP, a Michigan Limited Liability Company, grantee(s), whose address is: P.O. Box 5516, Harbor Springs, MI 49740 of Emmet County and State of Michigan, the following described real estate, situate in Fremont County and State of Wyoming, to wit:

The part of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), Section 26, Township 1 North, Range 4 East, Wind River Meridian, Fremont County, Wyoming, being a vacated part of Woodridge Estates Addition to the City of Riverton, said vacated part being in Declaration of Partial Vacation of Plat recorded September 9, 1986, as Document No. 1086911, in Book 272, at Page 329, more particularly described as follows: All of Block 6, 7, 18, 19 and 20; that portion of Pinacrest Street from the northerly right of way line of Redwood Drive to the west right of way line of 16<sup>th</sup> Street East; that portion of Woodridge Drive from Redwood Drive to Locust Lane/Walnut Lane; all of Locust Lane/Walnut Lane excepting the easterly ten feet thereof; all of Block 17 and Lots 10 through 15, Block 16; all as shown on the recorded plat of Woodridge Estates Subdivision dated December 4, 1980 in Drawer 1, recording No. 1025675.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TIMBERLINE INVESTMENTS LLC, a Wyoming Limited Liability Company

*[Signature]*  
Deyon Hunter, Member  
*[Signature]*  
Warren S. McBratney, Member and Trustee  
Of the Warren S. McBratney Living Trust  
Dated December 16<sup>th</sup> 1994

WITNESS my hand this 26<sup>th</sup> day of June, 2007.

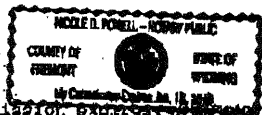
STATE OF WYOMING )

COUNTY OF FREMONT )

The foregoing instrument was acknowledged before me by Deyon Hunter, Member and Warren S. McBratney, Member and Trustee of the Warren S. McBratney Living Trust Dated December 16<sup>th</sup> 1994, as Members of TIMBERLINE INVESTMENTS LLC, a Wyoming Limited Liability Company this 26<sup>th</sup> day of June, 2007.

Witness my hand and official seal.

*[Signature]*  
NOTARY PUBLIC



FREMONT COUNTY, LANDER, WY REC \$8.00  
JULIE A. FREESE, FREMONT COUNTY CLERK

06/28/2007 #2007-1293253  
03:43:43PM 1 OF 1

WARRANTY DEED

PHOENIX HOLDING GROUP, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

GRANTOR(S), for and in consideration of TEN DOLLARS (10.00) AND OTHER VALUABLE CONSIDERATION in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO:

RIVERTON WOODRIDGE APARTMENTS, LLC  
A MICHIGAN LIMITED LIABILITY COMPANY

GRANTEE(S), whose address is:

P.O. BOX 28

HARBOR SPRINGS, MI 49740

the following described real estate, situate in Fremont County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to wit:

SEE LEGAL ATTACHED

TOGETHER with all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments and tenements appertaining or belonging.

SUBJECT to all easements, covenants and rights of way of record.

WITNESS my hand(s) this 15 day of June, 2007.

PHOENIX HOLDING GROUP, LLC  
A MICHIGAN LIMITED LIABILITY COMPANY

By: [Signature]  
NAME: Gerald A. Haan  
TITLE: Sole Member

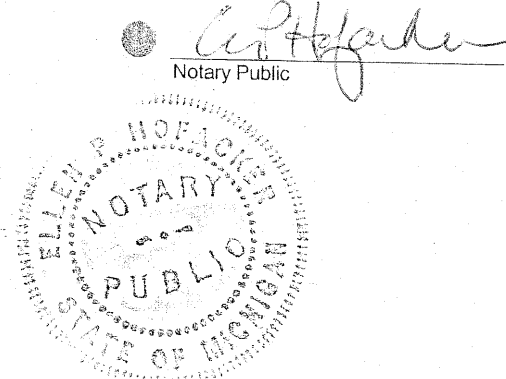
STATE OF Michigan

COUNTY OF Emmet

The foregoing instrument was acknowledged before me by Gerald A. Haan, Sole Member of Phoenix Holding Group, LLC, a Michigan Limited Liability Company, on behalf of the Limited Liability Company.  
Witness my hand and official seal.

My Commission Expires:

ELLEN P HOFACKER  
Notary Public, State of Michigan  
County of Emmet  
My Commission Expires 02-07-2013  
Acting in the county of Emmet



Legal Description Attachment

That part of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼), Section Twenty-six (26), Township One (1) North, Range Four (4) East, Wind River Meridian, Fremont County, Wyoming, being a vacated part of Woodridge Estates Addition to the City of Riverton, specifically Lots One (1), Two (2), Three (3), Four (4), Five (5), of Block Twenty (20), all of Block Six (6) and all of Block Seven (7) as shown on the recorded plat of Woodridge Estates Subdivision dated December 4, 1980 in Drawer 1, Recording No. 1025675.



# Fremont County Wyoming MapServer



-  Lot and Parcel Lines
  -  U.S. Highway
  -  State Highway
  -  County (Maintained)
  -  County (Unmaintained)
  -  Municipal Streets / Public Roads
  -  Private Roads
  -  Other Roads
  -  Incorporated Towns
- 2020 Aerial Photography (high resolution)



Fremont County provides this map for display purposes only and invokes its sovereign and governmental immunity in allowing access to or use of this data, and makes no warranties as to the validity, and assumes no liability associated with the use or misuse of this information.

printed 11/9/2022

Michael Miller  
Community Development Director

816 N Federal Blvd  
Riverton, WY 82501  
(307) 857-7709  
michaelm@rivertonwy.gov



Richard P. Gard  
Mayor

**Council Members**  
M. Bailey      K. Borders  
D. Peranteaux      K. Larson  
K. Salisbury      L. Cox

The public hearing for this Rezone will be January 5<sup>th</sup>, 2022 at 5:30pm before the Riverton Planning Commission in Council Chambers at City Hall, 816 N. Federal Blvd., Riverton. No other notification will be sent to you concerning this Rezone. **No response is required to this notification, but a non-response will be considered an approval.** Any objections can be presented in writing to the address above and/or by attending the public hearing. Please use the space below or a separate sheet.

Your Name, Address, Phone # Jerry Bonhoff  
Approve: \_\_\_\_\_ (signature) Disapprove: Jerry Bonhoff (signature)  
Comments: Not the place for commercial property, IT IS ALL Residential in that Area.

Address inquiries to: Community Development Department  
City of Riverton  
816 N. Federal Blvd.  
Riverton, WY 82501



**PROPOSED ORDINANCE NO. 23-001**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF RIVERTON, WYOMING, DESIGNATING THE REZONE OF WOODRIDGE ESTATES BLOCK 1, TRACT 1 (FINAL PLAT REPLAT OF LOTS 3 & 4 AND THE VACATION OF PLATTED EASEMENTS WITH LOTS 10-15, BLOCK 16, AND ALL OF BLOCK 17), CITY OF RIVERTON, FREMONT COUNTY, WYOMING, FROM PLANNED NEIGHBORHOOD SHOPPING DISTRICT C-P TO COMMERCIAL DISTRICT C-1.**

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

**Section 1.** The following described property; having been the subject of a public hearing with proper notices should be and is zoned COMMERCIAL DISTRICT C-1

WOODRIDGE ESTATES BLOCK 1, TRACT 1 (FINAL PLAT REPLAT OF LOTS 3 & 4 AND THE VACATION OF PLATTED EASEMENTS WITH LOTS 10-15, BLOCK 16, AND ALL OF BLOCK 17), CITY OF RIVERTON, FREMONT COUNTY

**Section 2.** That certain map, entitled “OFFICIAL ZONING MAP, CITY OF RIVERTON, WYOMING,” as endorsed by the City Engineer of the City of Riverton, Wyoming, and adopted by the City Council of the City of Riverton, Wyoming, on January 6, 2008, together with such amendments and additions as have been approved by the City Council, is amended to reflect the zoning change of said parcel.

**Section 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** 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 January 17th, 2023

PASSED ON SECOND READING \_\_\_\_\_

PASSED ON THIRD READING \_\_\_\_\_

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF RIVERTON, WYOMING

By: \_\_\_\_\_  
Tim Hancock  
Mayor

ATTEST:


\_\_\_\_\_  
Kristin S. Watson  
City Clerk/Human Resource Director

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 23-001 was passed, adopted, and approved by the Governing Body of the City of Riverton on the \_\_\_\_\_ day of \_\_\_\_\_, 2023. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being \_\_\_\_\_.

\_\_\_\_\_  
Kristin S. Watson  
City Clerk/Human Resource Director

# CITY COUNCIL STAFF REPORT

**TO:** His Honor the Mayor and Members of the City Council  
**FROM:** Kyle J. Butterfield, City Administrator   
**DATE:** February 7, 2023  
**SUBJECT:** 2023 Airport Crack Seal Project Contract

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**Recommendation:** The City Council approves the Contract between the Wyoming Department of Transportation (WYDOT) and Central Wyoming Regional Airport (RIW) for the 2023 Airport Crack Seal Project and provides signatory authority to the City Administrator.

**Background:** Maintaining pavements at RIW is a critical component to the safe operation of commercial and general aviation flights to and from Fremont County, Wyoming. As pavements age, they oxidize, crack, and degrade. In order to maintain pavements and best preserve the financial investment associated with them, it is important to engage in pavement preservation techniques. One technique commonly used is crack filling and sealing.

**Discussion:** The WYDOT Aeronautics Division understands the importance of pavement preservation efforts to ensure the safe operation of flights and to prolong the financial investment associated with pavement infrastructure. To that end, they offer a crack sealing program in which airports are able to participate. WYDOT secures a contractor each year to visit the various airport regions of the state. They will be working in the region of RIW in 2023. To participate in the program, the city needs to execute a contract and provide a 20% match to the total cost of the crack sealing performed at the airport.

**Budget Impact:** The tables below outlines the cost of the crack sealing project and the city's matching requirement.

PROJECT NAME	LOCAL FUNDS	STATE FUNDS	TOTAL
2023 CRACK SEAL PROJECT	\$27,647.18	\$110,588.71	\$138,235.89

**CONTRACT BETWEEN  
THE WYOMING DEPARTMENT OF TRANSPORTATION  
AND  
CENTRAL WYOMING REGIONAL AIRPORT**

1. **Parties.** The parties to this Contract are Wyoming Department of Transportation (Agency), whose address is 5300 Bishop Blvd., Cheyenne, WY 82009, and Central Wyoming Regional Airport, acting by and through the City of Riverton (Sponsor), whose address is 816 North Federal Blvd., Riverton, WY 82501.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Sponsor and Agency shall participate in the 2023 Airport Crack Seal Project. The location of work is the Central Wyoming Regional Airport. The pavements to be included in the work are more particularly set forth on Exhibit "A", Operations Layout, which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through September 30, 2023 or two hundred seventy (270) calendar days after Effective Date, whichever comes last. All services shall be completed during this term.
4. **Payment.**
  - A. The Sponsor agrees to reimburse the Agency twenty percent (20%) of the actual construction costs incurred, if the actual construction costs are within twenty percent (20%) of the Estimated Costs. Estimated Costs are set forth in Exhibit "B", which is attached to and incorporated into this Contract by this reference. Sponsor shall submit payment to Agency within forty-five (45) days after receipt of invoice.

If the actual construction costs exceed the Estimated Costs by more than twenty percent (20%), both parties must agree to the new costs before the project can continue. If the parties do not agree to the new costs, the Sponsor shall reimburse the Agency twenty percent (20%) of the costs incurred up to twenty (20%) over the Estimated Costs set forth in Exhibit "B" and all work on the project shall cease.
5. **Responsibilities of Sponsor.**
  - A. The Sponsor shall designate a qualified project representative, at no cost to the Agency, capable of and authorized to make timely decisions concerning the construction of the project.
  - B. The Sponsor shall be responsible for the safety on the airport. Once notified of the construction schedule, the airport representative shall ensure that the snow is promptly removed from pavement, all vegetation is removed from the pavement cracks and proper Notice to Airman (NOTAM) is issued prior to work proceeding.
  - C. The Sponsor shall reimburse the Agency in accordance with Section 4 above.

6. **Responsibilities of Agency.**

- A. The Agency or its consultant shall perform preliminary engineering and develop design plans in accordance with the design criteria provided by Agency, which will be included in the final design plans.
- B. The Agency shall perform the letting of the project. The Sponsor shall be given the opportunity to approve final design plans and estimates for the project prior to the bid opening by the Agency.
- C. Construction engineering shall be performed by and under the immediate direction, control and supervision of the Agency or its consultant in accordance with the plans and specifications.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Sponsor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative

action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by the Agency for its release. If and when Sponsor receives a request for information subject to this Contract, Sponsor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of seven (7) pages; Exhibit "A", Operations Layout, consisting of one (1) page; and Exhibit "B", Estimated Cost, consisting of one (1) page, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Sponsor's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Sponsor shall be free from control or direction over the details of the performance of services under this Contract. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Sponsor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Contract.
- O. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract. Upon termination of services, for any reason, Sponsor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such

transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Sponsor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Sponsor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Insurance Requirements.** Sponsor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Sponsor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- U. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- X. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Sponsor fails to perform in accordance with the terms of this Contract.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**AGENCY:  
WYOMING DEPARTMENT OF TRANSPORTATION**

  
\_\_\_\_\_  
Brian Olsen, Aeronautics Administrator

11/21/22  
Date

**SPONSOR:  
CENTRAL WYOMING REGIONAL AIRPORT**

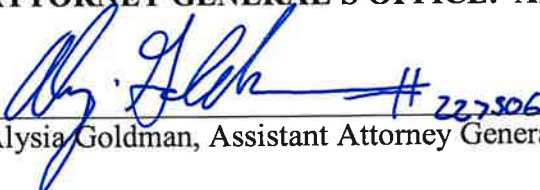
\_\_\_\_\_  
Sponsor's Representative Printed Name

\_\_\_\_\_  
Sponsor's Representative Title

\_\_\_\_\_  
Sponsor's Representative Signature

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Alysia Goldman, Assistant Attorney General

11/15/22  
Date



**ESTIMATED COST FOR STATEWIDE AIRPORT CRACK SEALING BY AIRPORT**

AGMP35B - 2023

		<b>Riverton (Fremont)</b>		
	<b>UNIT</b>	quantity	unit price	<b>amount</b>
Crack Surfacing (Plant Mix)	CF	0		<b>\$0.00</b>
Spall Repair	SF	0		<b>\$0.00</b>
Sealing Cracks (Conc Pvmt)	FT	0		<b>\$0.00</b>
Sealing Joints (Conc Pvmt)	FT	7,100	\$2.00	<b>\$14,200.00</b>
Sealing Joints (Compression Seal - Conc Pvmt)	FT	0		<b>\$0.00</b>
Crack Seal (Plant Mix)	FT	90,000	\$1.05	<b>\$94,500.00</b>
<b>Hot Pour Pay Adjustment</b>			\$0.05	<b>\$4,855.00</b>
<b>PAVEMENT MAINTENANCE TOTAL</b>				<b>\$113,555.00</b>
Percent of Project				<b>16.15%</b>
Force Account	LS			
Mobilization (based on % project)	\$\$			<b>\$12,113.99</b>
+10% (work + mob) Buffer				<b>\$12,566.90</b>
<b>GRAND TOTAL</b>				<b>\$138,235.89</b>
<b>GRAND TOTAL AIRPORT 20%</b>				<b>\$27,647.18</b>
<b>GRAND TOTAL WYDOT 80%</b>				<b>\$110,588.71</b>

## CITY COUNCIL STAFF REPORT

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

**FROM:** Kyle J. Butterfield, City Administrator *kb*

**DATE:** February 7, 2023

**SUBJECT:** Resolutions No. 1466 & 1467 – Airport Grant Applications

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**Recommendation:** The City Council approves Resolutions No. 1466 and 1467 supporting the application of grants AIP 3-56-0024-054 and AIP 3-56-0024-056 and their associated WYDOT grants.

**Background:** As a commercial passenger airport, Central Wyoming Regional Airport (RIW) operates under a Part 139 certificate with the Federal Aviation Administration (FAA). This certificate requires RIW to meet a number operational and safety standards to protect individuals utilizing the airfield. The FAA inspects RIW each year to verify it complies with these standards

To ensure airports maintain the standards required by the Part 139 operating certificate, both the State of Wyoming and the FAA provide financial support for capital purchases and projects. Through the Airport Improvement Program (AIP), the FAA supports 93.75% of improvement costs. The State of Wyoming matches federal AIP grants at 3.75% of improvement costs. The Wyoming Aviation Capital Improvement Program (WACIP) prioritizes projects that are eligible for federal and state funding.

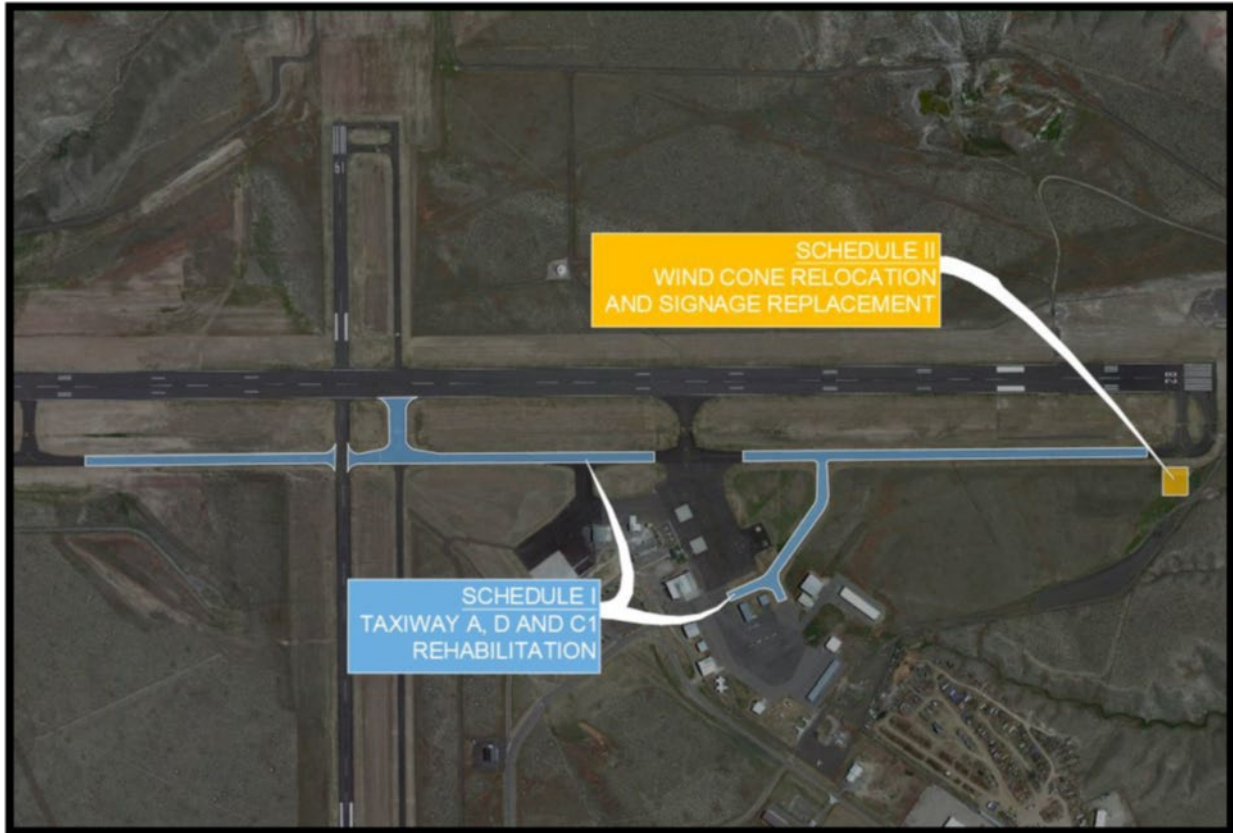
**Discussion:** Pursuant to the WACIP, RIW is eligible for several grants in the upcoming fiscal year from the FAA and State of Wyoming. The first grant supports the Taxiways A, D, and C1 Reconstruction project, that was awarded to Simon Construction on October 18, 2023. Bids for the project exceeded the grant allocation previously applied for and received from the FAA. Resolution No. 1466 supports an application to the FAA for an additional \$1,482,850 for the project, which would draw upon Bipartisan Infrastructure Law monies.

The second grant supports the procurement of a new loader and snow blower for the airport. Existing equipment at the airport is a cab-over-blade snow blower and is frequently down for repairs. Parts for the unit are difficult to acquire and it is becoming very challenging to keep it in service. Moreover, the blower was involved in a collision approximately five years ago and has not efficiently operated since that time. Resolution 1467 supports the replacement of this equipment with a loader and blower, which has been programed on the WACIP for several years.

**Budget Impact:** The tables below outline each project, their funding sources, and matching requirements.

TAXIWAY RECONSTRUCTION	FEDERAL FUNDS	STATE FUNDS	LOCAL FUNDS	TOTAL
AIP 53 ENTITLEMENT	\$1,992,118.00	\$79,684.00	\$53,124.00	\$2,124,926.00
AIP 54 BIPARTISAN INF.	\$1,482,850.00	\$59,314.00	\$39,543.00	\$1,581,707.00
AIP 55 SUPPLEMENTAL	\$3,428,266.00	\$0.00	\$0.00	\$3,428,266.00

SRE LOADER & BLOWER	FEDERAL FUNDS	STATE FUNDS	LOCAL FUNDS	TOTAL
AIP 56 ENTITLEMENT	\$1,000,000.00	\$40,000.00	\$26,667.00	\$1,066,667.00



**RESOLUTION NO. 1466**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON SUPPORTING THE APPLICATION OF AIRPORT IMPROVEMENT PROGRAM GRANT NO. 3-56-0024-054 FROM THE FEDERAL AVIATION ADMINISTRATION AND ITS CORRESPONDING GRANT FROM THE AERONAUTICS DIVISION OF THE WYOMING DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Governing Body of the City of Riverton is responsible for the operation of Central Wyoming Regional Airport; and

**WHEREAS**, sections of pavement associated with Taxiway A, Taxiway D, and Taxiway C1 at Central Wyoming Regional Airport are in states of disrepair and require rehabilitation; and

**WHEREAS**, the Wyoming Aviation Capital Improvement Program has prioritized this rehabilitation; and

**WHEREAS**, the Federal Aviation Administration provides financial support to airports for capital improvements through the Airport Improvement Program; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING** that a grant application be submitted to the Federal Aviation Administration and the Aeronautics Division of the Wyoming Department of Transportation to improve Taxiway A, Taxiway D, and Taxiway C1.

**BE IT FURTHER RESOLVED**, the City Administrator, Airport Division Manager, and Finance Director are hereby designated as authorized representatives and signatories of the City of Riverton on all matters relating to this grant.

**PASSED, APPROVED, AND ADOPTED** by the governing body of the City of Riverton, Wyoming, this 7<sup>th</sup> day of February, 2023.

CITY OF RIVERTON, WYOMING

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Tim Hancock  
Mayor

ATTEST:

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Kristin S. Watson  
City Clerk/Human Resource Director

**RESOLUTION NO. 1467**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON SUPPORTING THE APPLICATION OF AIRPORT IMPROVEMENT PROGRAM GRANT NO. 3-56-0024-056 FROM THE FEDERAL AVIATION ADMINISTRATION AND ITS CORRESPONDING GRANT FROM THE AERONAUTICS DIVISION OF THE WYOMING DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Governing Body of the City of Riverton is responsible for the operation of Central Wyoming Regional Airport; and

**WHEREAS**, the existing cab-over-blade snow blower at the airport is frequently down for repairs and has reached the end of its minimum useful life; and

**WHEREAS**, the Wyoming Aviation Capital Improvement Program has prioritized the replacement of the existing cab-over-blade snow blower unit with a loader and snow blower attachment; and

**WHEREAS**, the Federal Aviation Administration provides financial support to airports for capital improvements through the Airport Improvement Program; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING** that a grant application be submitted to the Federal Aviation Administration and the Aeronautics Division of the Wyoming Department of Transportation to replace the existing snow blower unit at Central Wyoming Regional Airport with a new loader and snow blower attachment.

**BE IT FURTHER RESOLVED**, the City Administrator, Airport Division Manager, and Finance Director are hereby designated as authorized representatives and signatories of the City of Riverton on all matters relating to this grant.

**PASSED, APPROVED, AND ADOPTED** by the governing body of the City of Riverton, Wyoming, this 7<sup>th</sup> day of February, 2023.

CITY OF RIVERTON, WYOMING

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Tim Hancock  
Mayor

ATTEST:

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Kristin S. Watson  
City Clerk/Human Resource Director

# CITY COUNCIL STAFF REPORT

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

**FROM:** Brian Eggleston, Public Work Director

**THROUGH:** Kyle Butterfield, City Administrator

**DATE:** February 7, 2023

**SUBJECT:** RAISE (Rebuilding American Infrastructure with Sustainability and Equity) grant.

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**Recommendation:** The City Council authorizes the Public Works Director to submit a grant application to the U.S. Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program to improve Airport Road.

**Background:** Congress passed the Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act, on November 15, 2021. BIL provides \$550 billion in new investments for transportation, water, power and energy, environmental remediation, public lands, broadband and other public works improvements over a five year period from FY22 through FY26. The \$550 billion is broken into two categories: \$284 billion to improve transportation networks and \$266 billion to enhance core infrastructure. Specifically, funding categories related to BIL are referenced below. These dollars are being made available across dozens of new and existing programs.

<b>Roads &amp; Bridges:</b> \$110 billion	<b>Reconnecting Communities:</b> \$1 billion
<b>Transit:</b> \$39 billion	<b>Water:</b> \$55 billion
<b>Rail:</b> \$66 billion	<b>Broadband:</b> \$65 billion
<b>Safety:</b> \$11 billion	<b>Energy &amp; Power:</b> \$73 billion
<b>Airports:</b> \$25 billion	<b>Environmental Remediation:</b> \$21 billion
<b>Ports &amp; Waterways:</b> \$17 billion	<b>Western Water Infrastructure:</b> \$8.3 billion
<b>Electric Vehicle Charging:</b> \$7.5 billion	<b>Resiliency:</b> \$46 billion
<b>Electric Buses:</b> \$7.5 billion	

**Discussion:** The U.S. Department of Transportation has published a Notice of Funding Opportunity (NOFO) for \$1.5 billion in grant funding through the RAISE discretionary grant program. RAISE discretionary grants, which were originally created under the American Recovery and Reinvestment Act as TIGER grants, are intended to assist communities around the country carry out projects with significant local or regional impacts. The advertised NOFO is the second round of funding through the Department



of Transportation discretionary funding program associated with BIL. The \$1.5 billion in available funding represents the available funds for FY23.

RAISE projects are rigorously reviewed and selected based on merit. Projects will be evaluated on statutory criteria of safety, environmental sustainability, quality of life, economic competitiveness and opportunity. Under the BIL, 2023 RAISE applications will also be evaluated on the criteria of mobility and community connectivity. The Department of Transportation will further assess projects for universal design and accessibility for travelers and also consider how proposals increase mobility for freight and supply chain efficiency. At least \$15 million in funding from the NOFO is guaranteed to go towards projects located in areas of persistent poverty or historically disadvantaged communities.

Airport Road previously served as the state highway moving west of town and is currently one of the oldest existing roads in Riverton's network. Its pavement is aged, distressed, and requires reinvestment. Moreover, its alignment would benefit from a wider profile. For these reasons, the Urban System Committee and the Fix Our Roads Citizen Committee have discussed on multiple occasions the need to reconstruct Airport Road. The Urbans Systems Committee has specifically listed it as one of its top three prioritized projects for future funding.

RAISE projects are broken into two categories: Urban and Rural. Urban projects are for populations greater than 200,000 and have minimum project award of \$5 million. Rural projects are for smaller populations and have a minimum project award of \$1 million. BIL dictates that no more than 15 percent of funds (\$225 million) be made available for projects in a single state. Furthermore, BIL directs that 50 percent of funds shall be equally made available to rural and urban projects (\$750 million each). FY23 grant funds are available for obligation through FY 27, and must be expended by September 30, 2032. Applications related to the current NOFO are due February 28, 2023

**Budget Impact:** RAISE projects are typically made available at a matching ratio of 80:20. However, projects designated as rural do not require a minimum matching component. Although no match requirement is required for areas designated as rural, all applicants, including those requesting 100 percent grant funding, should describe a plan to address potential cost overruns. In this case, coordination with FORCC, and the Urban Systems Committee would be very important to insure funding would be ear marked as a contingency for potential cost overruns. This planning would be accomplished if the RAISE grant is awarded.

The Engineers Estimate for the project including a 10% contingency is \$5,685,566.00. While performing the construction, 1800 linear feet of 8" water line would need to be replaced, at an estimated cost of \$216,000.00. The water line portion of the project is ineligible for grant funding in this project and would have to be absorbed with City of Riverton funding. The total estimate, including water line replacement would be \$5,901,566.00.

## CITY COUNCIL STAFF REPORT

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

**FROM:** Brian Eggleston, Public Work Director

**THROUGH:** Kyle J. Butterfield, City Administrator

**DATE:** February 7, 2023

**SUBJECT:** Wastewater Treatment Plant Centrifuge Project.

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**Recommendation:** The City Council authorizes a change in the FY23 Waste Water Treatment Plant, Capital Budget, removing the Fuel Tank Capital Project, and shifting the allocated monies to the Wastewater Treatment Plant, Capital Facility line item for emergency repairs on the centrifuge system.

**Background:** During the preparation and adoption of the 2022-2023 budget, the Riverton City Council authorized the replacement of the problematic underground fuel tank at the Wastewater Treatment Plant, with an aboveground fuel tank. \$66,500.00 was approved in the budget for the project.

**Discussion:** On Friday, January 27, 2023, the variable frequency drive (VFD) controller at the Wastewater Treatment Plant quit working. The VFD controls the centrifuge, for dewatering operations at the plant. The internal centrifuge components of the 14 year old unit, require replacement, but parts are 4 months out. However with replacing the VFD, the system can be returned to service for now.

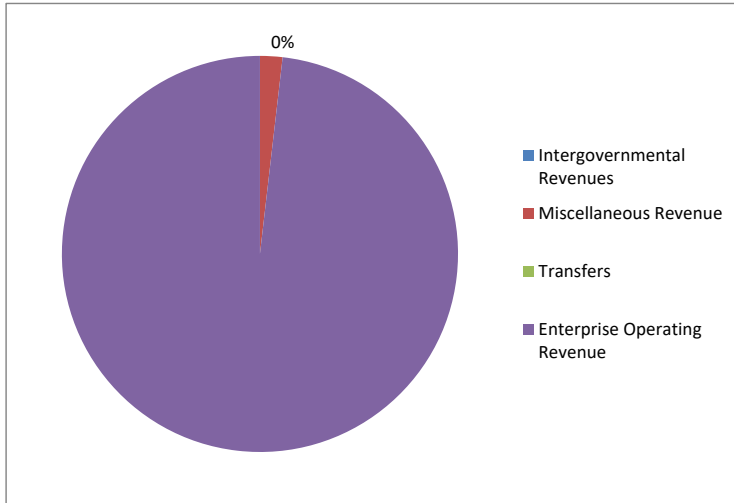
In order to bring the centrifuge back online, a new VFD replacement is needed immediately, and subsequent necessary upgrades will be completed once the new parts arrive. Although the fuel tank replacement is necessary, it is doubtful that the project could be completed during FY23, primarily due to a lack of response from potential vendors, initially, and discussion about the feasibility of, and requirements for abandoning the old fuel tank in place.

**Budget Impact:** \$66,500.00 dollars was approved in the FY23 Capital Budget for the Fuel Tank Replacement Project. The repairs for the centrifuge including parts is \$57,243.89 to get the system back online, or \$9,256.11 under the budgeted amount.

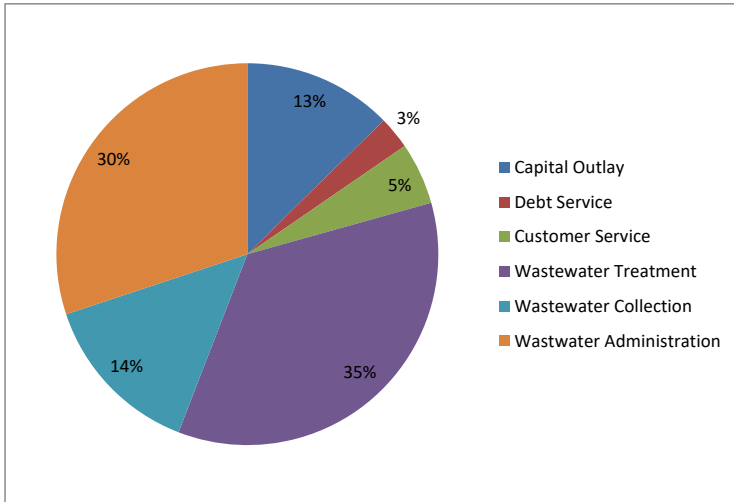




**Fiscal Year Summary Report**  
**July 1, 2022 through December 31, 2022**  
**Wastewater Fund**



Revenues	Projected	Actual	Difference (\$)	(%)
Intergovernmental Revenues	-	-	-	0%
Miscellaneous Revenue	22,000	23,850	1,850	108%
Transfers	694,420	-	(694,420)	0%
Enterprise Operating Revenue	2,454,000	1,279,605	(1,174,395)	52%
<b>Total</b>	<b>3,170,420</b>	<b>1,303,455</b>	<b>(1,866,965)</b>	<b>41%</b>



Expenses	Projected	Actual	Difference (\$)	(%)
Capital Outlay	965,989	156,840	809,149	16%
Debt Service	65,400	34,239	31,161	52%
Customer Service	120,387	65,081	55,306	54%
Wastewater Treatment	913,246	436,454	476,792	48%
Wastewater Collection	377,491	173,987	203,504	46%
Wastewater Administration	727,907	373,110	354,797	51%
<b>Total Expenses</b>	<b>3,170,420</b>	<b>1,239,712</b>	<b>1,930,708</b>	<b>39%</b>

*Difference* **63,744**









**Fiscal Year Summary Report**  
**July 1, 2022 through December 31, 2022**

Fund	Revenue	Expenses	Difference
General Fund	\$ 3,903,098	\$ 4,575,751	\$ (672,653)
Water Fund	\$ 1,667,965	\$ 1,609,171	\$ 58,794
Wastewater Fund	\$ 1,303,455	\$ 1,239,712	\$ 63,744
Sanitation Fund	\$ 1,250,827	\$ 1,208,520	\$ 42,307
Airport Fund	\$ 802,430	\$ 612,396	\$ 190,034
Airline Minimum Revenue Guarantee	\$ 566,361	\$ 105,586	\$ 460,775
	<b>\$ 9,494,136</b>	<b>\$ 9,351,136</b>	<b>\$ 143,000</b>