



City of Riverton
Regular Council Meeting
Tuesday, March 21, 2023 at 7:00 pm
Riverton City Hall Council Chambers
816 N Federal Blvd.
Riverton, WY 82501

At 6:45 P.M. on Tuesday, March 21, 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 – March 7, 2023 Regular Council Meeting.
 - Approval of the Minutes – March 7, 2023 Executive Session.
 - Approval of the Minutes – March 21, 2023 Finance Committee Meeting.
 - Approval of the Finance Committee Recommendations – March 21, 2023.
 - 9) Consideration of Ordinance No. 23-002, 3rd & Final Reading: Plat & Annexation, JAC Addition.
 - 10) Public Hearing & Consideration of two (2) Retail Liquor License Transfer of Ownership: Si Se Puede, LLC & KGB Outlaws, LLC.
 - 11) Public Hearing & Consideration of Ordinance No. 23-004, 1st Reading: Excavation.
 - 12) Bid Award: Davis Lane Reconstruction.
 - 13) Rural Violent Crime Initiative Grant Application.
 - 14) Memorandum of Understanding (MOU): Riverton Babe Ruth & 307 Baseball.
 - 15) Riverton High School Presentation: Kratom.
- 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.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held March 7, 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, Kyle Larson, and Kristy Salisbury. Council Member Bailey led the pledge of allegiance; and Council Member Larson conducted the invocation.

Roll call was conducted. 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, Administrative Assistant Max Batista, and Community Development Clerk Kimberly Applegate.

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

Communication from the Floor – Herb Wilcox accepted a proclamation on the behalf of Wyoming Senior Citizens Inc. declaring March 17, 2023 as National Service Recognition Day. Multiple citizens presented issues on the behalf of Riverton Peace Mission's concerns, goals, and ideas to better the wellbeing of the Native American population in the City of Riverton. Chuck Rogers wanted to remind the Council to be aware of the West Main Street and Hill Street intersection.

Consent Agenda – City Clerk/Human Resource Director Kristin S. Watson read the consent agenda items by title only: Approval of the Minutes – February 21, 2023 Regular Council Meeting; Approval of the Minutes – February 21, 2023 Executive Session; Approval of the Minutes – February 28, 2023 Council Work Session; Approval of the Minutes – March 7, 2023 Finance Committee Meeting; Approval of the Finance Committee Recommendations – March 7, 2023 claims to be paid in the amount of \$186,848.08, and payroll & liabilities for 2/24/2023 in the amount of \$459,464.77 for a total of \$646,312.85; Approval of the Municipal Court Report for the month of February 2023. Council Member Cox moved, seconded by Council Member Peranteaux to approve the consent agenda as presented. Motion passed unanimously, with Council Member Peranteaux abstaining from the WyoNet claim on the claims approval list.

Citizen Board Appointment: Fix Our Roads Citizen Committee (FORCC) – City Administrator Kyle Butterfield presented James Keralis as a Mayoral citizen appointment to serve on the Fix Our Roads Citizen Committee (FORCC). Council Member Borders moved, seconded by Council Member Bailey to approve the appointment of James Keralis to the FORCC Committee. Motion passed unanimously.

Untable & Consideration of Ordinance No. 23-001, 3rd Reading: Rezone Woodridge Estates – Council Member Cox moved, seconded by Council Member Bailey to untable the consideration of Ordinance No. 23-001 on third & final reading. Motion passed unanimously. City Clerk/Human Resource Director Kristin S. Watson read Ordinance No. 23-001 by title only. Present telephonically was Andrew Schorfharr. At the February 21, 2023 Regular Council Meeting, Council Member Cox moved, seconded by Council Member Borders to adopt Ordinance No. 23-001 on third and final reading. This motion was tabled at the February 21, 2023 Regular Council Meeting and is now up for consideration after being removed from the table. After some discussion, roll call vote was conducted and the motion failed with Council Member Cox voting aye and Mayor Tim Hancock, Council Members Larson, Peranteaux, Borders, Salisbury, Bailey voting nay.

Consideration of Ordinance No. 23-002, 2nd Reading: Plat & Annexation, JAC Addition – Community Development Director Michael Miller reported on Ordinance No. 23-002. This ordinance will amend the zoning map, designating the annexation and zoning designations of the property. City Clerk/Human Resources Director Kristin S. Watson read Ordinance No. 23-002 by title only. Council Member Larson moved, seconded by Council Member Bailey to adopt Ordinance No. 23-002 on 2nd Reading. Motion passed unanimously.

Public Hearing & Consideration of Resolution Nos. 1468, 1469, 1470: Utility Rate Adjustments – Finance Director Mia Harris presented Resolution Nos. 1468, 1469, and 1470 which addresses the utility rate increases for water, wastewater, and sanitation, respectively. City Clerk/Human Resource Director Kristin S. Watson read each resolution by title only: Resolution No. 1468 would increase the water rates by 3%, Resolution No. 1468 would increase the wastewater rates by 3%, and Resolution No. 1470 would increase the sanitation rates by 2%. Council Member Borders moved, seconded by Council Member Bailey to open the public hearing. Motion passed unanimously. With there being no one to address the Council regarding the utility rate increases, Council Member Peranteaux moved, seconded by Council Member Cox to close the public hearing. Motion passed unanimously.

Council Member Cox moved, seconded by Council Member Borders to approve Resolution No. 1468, which would increase the water rates by 3%. After some discussion from Council and Staff, Council Member Cox moved, seconded by Council Member Bailey to amend Resolution No. 1468 to increase the water rates by 5% rather than 3%. The amended motion passed, with Mayor Tim Hancock and Council Members Larson, Peranteaux, Bailey, and Cox voting aye; and Council Members Borders, and Salisbury voting nay. The main motion as amended passed with Mayor Tim Hancock and Council Members Larson, Peranteaux, Bailey, Cox, and Borders voting aye and, Council Member Salisbury voting nay.

Council Member Peranteaux moved, seconded by Council Member Bailey to approve Resolution No. 1469, which would increase the wastewater rates by 3%. Motion passed unanimously.

Council Member Larson moved, seconded by Council Member Bailey to approve Resolution No. 1470, which would increase the sanitation rates by 2%. Motion passed unanimously.

Consultant Selection: TAP Willow Creek Project – Public Director Brian Eggleston reported on the ratings from the selection committee for the Willow Creek Elementary School Safe Routes to School (SRTS) Transportation Alternative Program (TAP). Council Member Peranteaux moved, seconded by Council Member Borders to direct staff to proceed with contract negotiations with Inberg-Miller Engineers for the Willow Creek Elementary School Safe Routes to School Transportation Alternatives Program Project. After discussion, motion failed with Council Member Larson voting aye; and Mayor Tim Hancock, Council Members Larson, Peranteaux, Borders, Salisbury, Bailey, and Cox voting nay. It was the consensus of the Council to move forward with assembling an interview committee to evaluate the top three firms.

Resolution No. 1471: Fiscal Year 2024 Council Goals – City Administrator Kyle J. Butterfield reported on the goals that were discussed by the Council at the prior work session for 2024 fiscal year. City Clerk/Human Resource Director Kristin S. Watson read Resolution No. 1471 by title only. After discussion from members of the public, Council Member Borders moved, seconded by Council Member Cox to approve Resolution No. 1471. Motion passed unanimously.

Council Committee Reports & Council Members' Roundtable – Council Member Cox reported on FCSD #25 Recreation Board and the Boys & Girls Club meeting she attended; Council Member Bailey reported on the retirement breakfast for Judge Roberts; Council Member Salisbury reported on the Child Advocacy Center as well as the donation to the Riverton Chamber of the Wind River Heritage Center; Council Member Borders reported on PAWS Animal Shelter needing volunteers and the events posted on www.goriverton.com.

City Administrator's Report – City Administrator Kyle J. Butterfield welcomed Max Batista and introduced him as the City's new Administrative Assistant. Mr. Butterfield reported on the upcoming FORCC meeting, the Unhoused Neighbor Summit, and the successful grant submission for playground equipment. Mr. Butterfield also reported on two grants that were not awarded to the City of Riverton.

Mayor's Comments – Mayor Tim Hancock commented on the donation to the Riverton Chamber of Commerce from the Wind River Heritage Center, the EDGE funding application period, the importance of clearing sidewalks of snow, as well as upcoming events he plans to attend. Mayor Hancock also commented on Riverton's membership to the Wyoming Main Street Program as an aspiring member.

Executive Session – Personnel and Litigation – Council Member Larson moved, seconded by Council Member Salisbury to convene into Executive session for the purpose of Personnel and Litigation. Motion passed unanimously at 8:54 p.m. Invited to attend the executive session were City Administrator Kyle J. Butterfield and City Clerk/Human Resources Director Kristin S. Watson. Council Member Bailey moved, seconded by Council Member Salisbury to reconvene into regular session. Motion passed unanimously at 9:18 p.m. ACTION ITEMS: Council Member Peranteaux moved, seconded by Council Member Larson to extend an employment contract to Mr. Eric Hurtado as Riverton's next Chief of Police. Motion passed unanimously.

Adjourn – There being no further business to come before the Council, Mayor Hancock adjourn the Regular Council meeting at 9:20 p.m. There was no objection from the Council.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

Publication Date:

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: March 21st, 2023

SUBJECT: JAC ADDITION

PETITIONERS: Jac Miller

Recommendation: The City Council adopt on Third Reading Ordinance No. 23-002, JAC Addition.

Discussion: The petitioner, Jac Miller, is requesting plat and annexation of JAC Addition. The proposed parcels are already adjacent to the current city limit. It is located on the corner of South Railroad Ave. and West Monroe Ave. It is proposed to annex into the City with two lots, both zoned Light Industrial (I-1). Utility reviews were sent to all utilities with no exceptions noted. Neighbors were not notified of the annexation as all neighbors within a half-mile of the proposed annexation are already within a half-mile of city limits and will not be affected by the change to City Limits.

The City Planning Commission Recommended approval on February 9th, 2023

City Council approved Ordinance No. 2023-002 on first reading at the February 21st, 2023 regular meeting.

City Council approved Ordinance No. 2023-002 on second reading at the March 7th, 2023 regular meeting

Alternatives:

- Not adopt the plat and addition
- Certify with amendments or stipulations.

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

CITY OF RIVERTON, WYOMING
COMMUNITY DEVELOPMENT DEPARTMENT
MINOR SUBDIVISION APPLICATION

This application is for subdivision of land into 5 lots or less. Please fill out completely. Use back or attach separate sheet if additional space is needed. Attach appropriate completed plat checklist. Please enter n/a next to any item that does not apply. Application fee is \$200.00 payable upon submittal of application.

1. Proposed name of Subdivision: **Jac Addition**

2. Date submitted: **December 21, 2022**

3. Type of Plat: **Final**

4. Legal description of property to be subdivided, attach copy of deed or title:

Subdivision _____ Block _____ Lot _____

Parcel: **See attached record deed/legal description**

5. Total area of this subdivision/parcel: **5.259** acres.

6. Existing zoning: **None**

Proposed zoning: **I-1**

7. Number of proposed lots (5 or less): **2**

Typical lot size: **See plat**

8. Type of development proposed:

Residential (single family) **0** acres.

Residential (multi-family) **0** acres

Commercial **0** acres

Industrial **4.334 in acres in lots**

Park and Open Space **0** acres

Street rights-of-way **0.925** acres

Other: **None; 0** acres

9. Linear feet of proposed new streets: Total **N/A (Streets existing)**

10. Proposed public land dedication: **0** acres. Proposed alternative to all or part of public land dedication requirement: _____

11. Subdivider: Name, address and telephone number:

Jac D. Miller-Trustee

305 Mary Drive

Riverton, WY 82501

307-850-6945

Date Received

12. Property owner(s) name, address and telephone number (if other than above)

Same as above

E-Mail Address: _____

13. Name, address and telephone number of person or firm preparing plat:

Apex Surveying, Inc. (Gary L. Hatle, P.L.S.)

407 West Adams Ave. (P.O. Box 1751)

Riverton, WY 82501

E-Mail Address: **ghatle@apexsurveying.com**

14. Name, address and telephone number of engineer designing improvements (if other than No. 13 above:

N/A

15. Cost estimate for infrastructure. Submit letter of credit or some form of security as outlined in RMC 16.12.030 E.

N/A

Signature of Applicant or Agent: _____

Jac D. Miller

Print Name

Successor Trustee

Title

CORRECTIVE WARRANTY DEED

This Corrective Warranty Deed is to correct that certain Warranty Deed purporting to convey that certain real property described herein and recorded by the Fremont County Clerk as instrument number 2003-1245909.

JAC D. MILLER, Successor Trustee of the JACK E. MILLER REVOCABLE TRUST under agreement dated August 25, 2001, for the benefit of Jack E. Miller and Jack E. Miller's heirs and JAC D. MILLER, Trustee of the COLLEEN MILLER REVOCABLE TRUST DATED AUGUST 25, 2001, for the benefit of Colleen Miller and Colleen Miller's heirs, Grantors, for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEYS and WARRANTS to JAC D. MILLER, Successor Trustee of the JACK E. MILLER REVOCABLE TRUST under agreement dated August 25, 2001, for the benefit of Jack E. Miller and Jack E. Miller's heirs, Grantee, whose address is 1044 East Jackson Riverton, Fremont County, Wyoming, an undivided one-half (1/2) tenancy in common interest and CONVEYS and WARRANTS to JAC D. MILLER, Trustee of the COLLEEN MILLER REVOCABLE TRUST DATED AUGUST 25, 2001, for the benefit of Colleen Miller and Colleen Miller's heirs, Grantee, whose address is 1044 East Jackson, Riverton, Fremont County, Wyoming, an undivided one-half (1/2) tenancy in common interest in and to the following described real estate situated in Fremont County and the State of Wyoming to-wit:

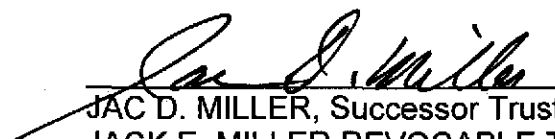
A parcel of land on the SW1/4, Section 34, T1N, R4E, W.R.M., Fremont County, Wyoming, more particularly described as follows:

Commencing at the NW corner of the SW1/4, Section 34; thence N 89°44'44" E, 440.00 feet to the point of beginning of this description; thence continue N 89°44'44" E, 779.44 feet; thence S 36°16'00" W, 293.54 feet; thence continue S 36°16'00" W, 144.80 feet; thence S 89°40'00" W, 520.15 feet; thence North 352.99 feet to the point of beginning.

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

Subject to any easements, covenants and rights of way of record.

DATED this 19 day of January, 2022.




JAC D. MILLER, Successor Trustee of the
JACK E. MILLER REVOCABLE TRUST under
agreement dated August 25, 2001, for the benefit of
Jack E. Miller and Jack E. Miller's heirs

2022-1436579

01/21/2022 02:26:15 PM Page: 1 of 2
WARRANTY DEED \$15.00 Vincent Davey Law Firm
Julie A Freese, Fremont County Clerk

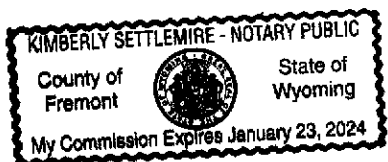




JAC D. MILLER, Trustee of the
COLLEEN MILLER REVOCABLE TRUST DATED
AUGUST 25, 2001, for the benefit of Colleen Miller
and Colleen Miller's heirs

STATE OF WYOMING)
 :SS
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Jac D. Miller, Successor Trustee of the JACK E. MILLER REVOCABLE TRUST under agreement dated August 25, 2001, for the benefit of Jack E. Miller and Jack E. Miller's heirs this 19th day of January, 2022.

WITNESS my hand and official seal.



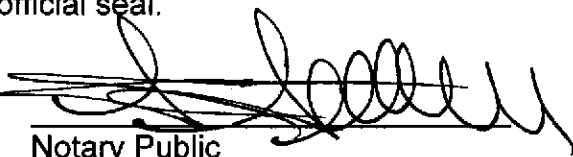

Notary Public
My commission expires: Jan. 23, 2024

STATE OF WYOMING)
 :SS
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Jac D. Miller, Trustee of the COLLEEN MILLER REVOCABLE TRUST DATED AUGUST 25, 2001, for the benefit of Colleen Miller and Colleen Miller's heirs this 19th day of January, 2022.

WITNESS my hand and official seal.




Notary Public
My commission expires: Jan 23, 2024



866

File No. 572-2750
ER/WO No. 31-700-572
W.O. 4697RIGHT-OF-WAY EASEMENT
(Corporate)For value received, The Western Company of North America

a _____ corporation, hereinafter referred to as Grantor, does hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Fremont County, State of Wyoming, to wit:

A right of way, 15.0 feet in width, 7.5 feet on each side of the following described centerline, Beginning at a point on the West line of the South-west Quarter of Section 34, T.1 N., R.4 E., W.R.M., City of Riverton, Fremont County, Wyoming, that is a distance of 346.1 feet South of the Northwest Corner of said Southwest Quarter, thence N.89°40'E., a distance of 965.55 feet more or less to the point of ending on the Westerly right of way line of the Chicago and Northwestern Railroad, containing 0.332 acre more or less.

1034690

Fremont County: Wyo. No. _____

Recorded

866

AUG 26 1981 Book 65 of Microfilm Page _____

11:00 o'clock AM James A. Farthing

County Clerk

Together with the right of ingress and egress over the adjacent lands of the Grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantor reserves the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantor (including its successors or assigns) shall conform strictly to the provisions of any then applicable safety code or regulations pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 11th day of February, 19 81.

By: Tom L. Larimore
Vice President (Title)

Attest: [Signature] Sec. Law and Administration
(Title)

STATE OF TexasCounty of Tarrant } ss.

On this 11th day of February, 19 81, before me personally appeared Tom L. Larimore

, to me personally known to be the Vice President of the corporation that executed the within and foregoing instrument; who, duly sworn, on oath did say: that he is the Vice President of the corporation that executed the within foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

Pat Fitzgerald
Notary Public for Pat Fitzgerald
Residing at Tarrant County, Texas
My commission expires 9/30/84

PROPOSED ORDINANCE NO. 23-002

AN ORDINANCE ANNEXING THE JAC ADDITION, FREMONT COUNTY, WYOMING NOT PREVIOUSLY ANNEXED TO THE CITY OF RIVERTON; DESIGNATING THE ZONING CLASSIFICATION OF THE PARCEL AND AMENDING ZONING MAP TO REFLECT SAME; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and the City Council of the City of Riverton, Fremont County, Wyoming, received written request for annexation signed by the owner of the area proposed for annexation; and,

WHEREAS, the governing body of the City of Riverton, Wyoming, finds that:

A. Annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the City of Riverton;

B. The urban development of the area sought to be annexed would constitute a natural, geographical, economic and social part of the City of Riverton;

C. The area sought to be annexed is a logical and feasible addition to the City of Riverton and the extension of basic or other services customarily available to residents of the City of Riverton can reasonably be furnished to the area proposed to be annexed;

D. The area sought to be annexed is contiguous with or adjacent to the City of Riverton; and

E. The City of Riverton is prepared to designate a utility to serve the annexed area and to authorize the designated utility to serve the entire annexed area; and

WHEREAS, an annexation report in accordance with W.S. § 15-1-402(c) has been prepared and made available to the public: now therefore,

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

Section 1. The following described parcel of property is annexed to the corporate limits of the City of Riverton, Wyoming, and are declared to be part and parcel of the City of Riverton, Wyoming, and a territorial part of the municipality.

A parcel of land in the NW1/4 SW1/4, Section 34, T1N., R.4E., W.R.M., Fremont County, Wyoming bounded as follows:

Commencing at the northeast corner of said SW1/4, Section 34 thence N89°29'11"E, 440.00 feet to the point of beginning of this description; thence continue N89°29'11"E, 779.44 feet; thence S35°53'27"W, 438.34 feet; thence S89°17'27"W, 520.15 feet; thence N00°22'33"W, 352.9 feet to the point of beginning of this description, containing 5.259 acres (229,080 s.f.) more or less, of which 4.334 acres (188,786 s.f.) are in Lots.

The parcel of land in the NW1/4 SW1/4, Section 34, T1N., R.4E., W.R.M., Fremont County, Wyoming will be zoned as follows:

Lot 1 – Light Industrial I-1

Lot 2 – Light Industrial I-1

Section 2. All ordinances or parts of ordinances in conflict herewith are 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 February 21st, 2023

PASSED ON SECOND READING March 7th, 2023

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. 23-002 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

PLAT OF
JAC ADDITION
TO THE CITY OF RIVERTON,
PART OF THE
NW1/4SW1/4, SECTION 34, T.1N., R.4E., W.R.M.,
FREMONT COUNTY, WYOMING

CERTIFICATE AND DEDICATION OF TITLE

State of Wyoming) ss
County of Fremont)

Know by these presents that Jac D. Miller, Successor Trustee of the Jack E. Miller Revocable Trust under agreement dated August 25, 2001, and Colleen Miller Revocable Trust Dated August 25, 2001 is the owner in fee simple of all that real property described as follows:
A parcel of land located within the SW1/4, Section 34, T.1N., R.4E., W.R.M., fremont County, Wyoming, more particularly described as follows:
Commencing at the northwest corner of the SW1/4, said Section 34; thence N89°29'11"E, 440.00 feet to the point of beginning of this description; thence continue N89°29'11"E, 779.44 feet; thence S35°53'27"W, 438.34 feet; thence S89°17'27"W, 520.15 feet; thence N00°22'33"W, 352.99 feet to the point of beginning of this description, containing 5.259 acres (229,080 s.f.) more or less, of which 4.334 acres (188,786 s.f.) are in Lots, do hereby grant for public use the streets and easements shown hereon; and the above and foregoing subdivision of the above described lands as appears on this plat, is with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and they do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming for the purpose of this dedication.

Witness my hand this _____ day of _____, 20____.

Jac D. Miller, Successor Trustee
of the Jack E. Miller Revocable Trust and
of the Colleen Miller Revocable Trust
Dated August 25, 2001

The foregoing dedication was acknowledged before me this _____ day of _____, 20____ by Jac D. Miller, Sussessor Trustee.

My commission expires: _____

Witness my hand this _____ day of _____, 20____.

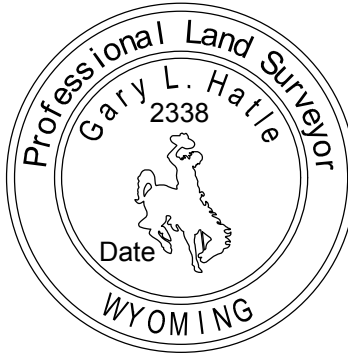
Notary Public

CERTIFICATE OF SURVEYOR

State of Wyoming) ss
County of Fremont)

I, Gary L. Hatle, a registered land surveyor of the State of Wyoming, do hereby certify that this replat is a true, complete and correct representation of the JAC Addition an addition to the City of Riverton, Fremont County, Wyoming, containing 5.26 acres (229,087 s.f.) more or less; that the same was accurately surveyed and platted by me and under my direction during September, 2022; that the names of all streets and numbers of all lots are as shown hereon; and all monuments have been indicated hereon and all data shown from which to make further resurveys.

In witness whereof I have set my hand this _____ day of _____, 20____.

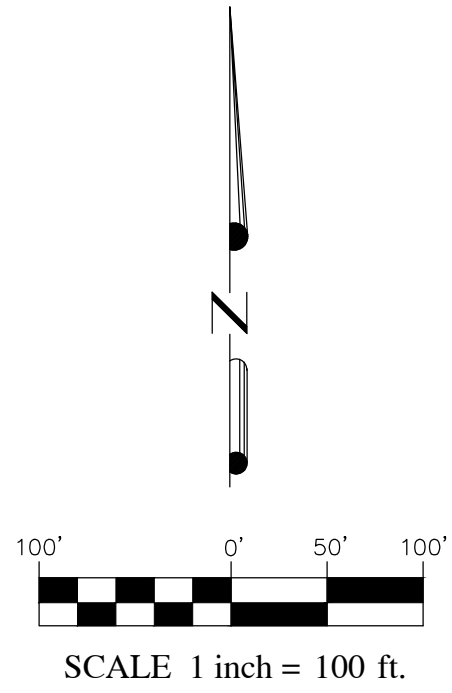


Gary L. Hatle, P.L.S. No. 2338

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Notary Public



SCALE 1 inch = 100 ft.

APPROVED

City Council of Riverton

By: _____
Timothy R. Hancock
Mayor

Attest: _____
Kristin S. Watson
City Clerk

Date: _____

PLANNING COMMISSION CERTIFICATE

This plat of JAC Addition approved by the City of Riverton Planning Commission this _____ day of _____, 20____.

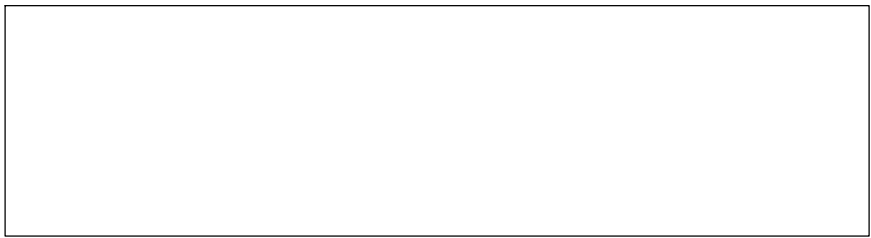
Robert Scheidemantel
Chairman

CLERK OR RECORDERS CERTIFICATE

This plat of JAC Addition filed for record in the office of the Clerk and Recorder at _____ o'clock _____ M., on the _____ day of _____, 20____, and is duly recorded in Plat Cabinet _____, Page _____, Document No. _____.

By: _____
Clerk and Recorder

Deputy



LEGEND

- - EXISTING 1 1/2" DIAMETER ALUMINUM CAP
- - EXISTING 5/8" DIA. REBAR
- - 1 1/2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET
- - 2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET



LOCATION MAP

NO SCALE

PLAT OF
JAC ADDITION
TO THE CITY OF RIVERTON,
PART OF THE
NW1/4SW1/4, SECTION 34, T.1N., R.4E., W.R.M.,
FREMONT COUNTY, WYOMING

CERTIFICATE AND DEDICATION OF TITLE

State of Wyoming) ss
County of Fremont)

Know by these presents that Jac D. Miller, Successor Trustee of the Jack E. Miller Revocable Trust under agreement dated August 25, 2001, and Colleen Miller Revocable Trust Dated August 25, 2001 is the owner in fee simple of all that real property described as follows:
A parcel of land located within the SW1/4, Section 34, T.1N., R.4E., W.R.M., fremont County, Wyoming, more particularly described as follows: Commencing at the northwest corner of the SW1/4, said Section 34; thence N89°29'11"E, 440.00 feet to the point of beginning of this description; thence continue N89°29'11"E, 779.44 feet; thence S35°53'27"W, 438.34 feet; thence S89°17'27"W, 520.15 feet; thence N00°22'33"W, 352.99 feet to the point of beginning of this description, containing 5.259 acres (229,080 s.f.) more or less, of which 4.334 acres (188,786 s.f.) are in Lots, do hereby grant for public use the streets and easements shown hereon; and the above and foregoing subdivision of the above described lands as appears on this plat, is with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and they do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming for the purpose of this dedication.

Witness my hand this _____ day of _____, 20____.

Jac D. Miller, Successor Trustee
of the Jack E. Miller Revocable Trust and
of the Colleen Miller Revocable Trust
Dated August 25, 2001

The foregoing dedication was acknowledged before me this _____ day of _____, 20____ by Jac D. Miller, Sussessor Trustee.

My commission expires: _____

Witness my hand this _____ day of _____, 20____.

Notary Public

CERTIFICATE OF SURVEYOR

State of Wyoming) ss
County of Fremont)

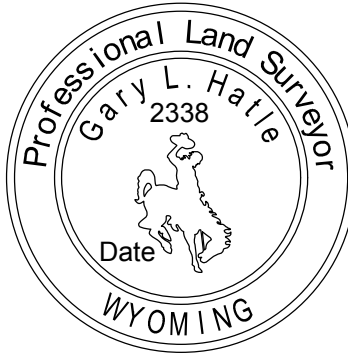
I, Gary L. Hatle, a registered land surveyor of the State of Wyoming, do hereby certify that this replat is a true, complete and correct representation of the JAC Addition an addition to the City of Riverton, Fremont County, Wyoming, containing 5.26 acres (229,087 s.f.) more or less; that the same was accurately surveyed and platted by me and under my direction during September, 2022; that the names of all streets and numbers of all lots are as shown hereon; and all monuments have been indicated hereon and all data shown from which to make further resurveys.

In witness whereof I have set my hand this _____ day of _____, 20____.

Subscribed and sworn to before me this _____ day of _____, 20____.

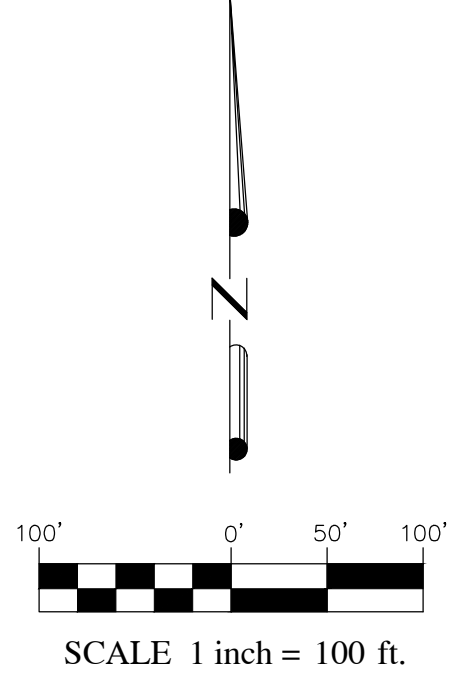
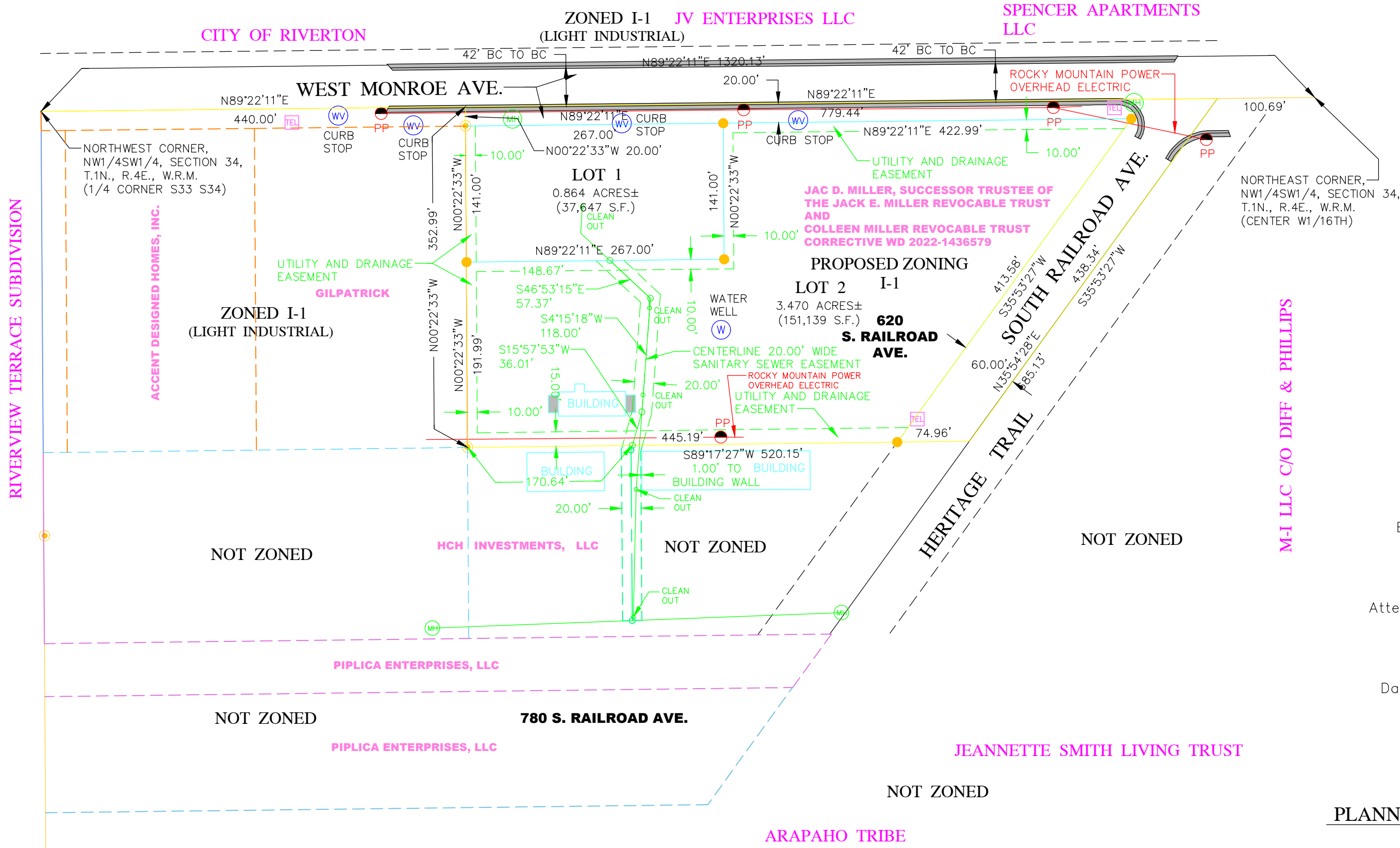
My commission expires: _____

Notary Public



Gary L. Hatle, P.L.S. No. 2338

Subdivider: Jack E. Miller and Colleen Miller Revocable Trusts
C/O Jac D. Miller—Successor Trustee
305 Mary Drive
Riverton, WY 82501
307-850-6945



APPROVED
City Council of Riverton

By: Timothy R. Hancock
Mayor

Attest: Kristin S. Watson
City Clerk

Date: _____

PLANNING COMMISSION CERTIFICATE

This plat of JAC Addition approved by the City of Riverton Planning Commission this _____ day of _____, 20____.

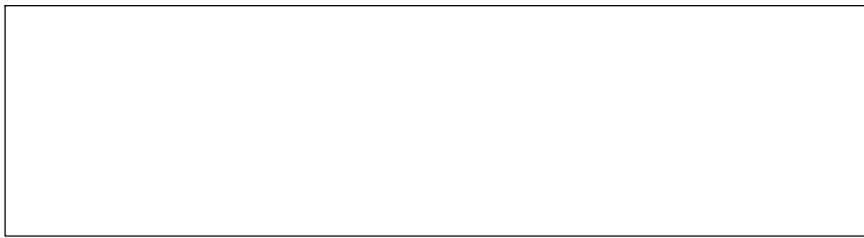
Robert Scheidemantel
Chairman

CLERK OR RECORDERS CERTIFICATE

This plat of JAC Addition filed for record in the office of the Clerk and Recorder at _____ o'clock _____ M., on the _____ day of _____, 20____, and is duly recorded in Plat Cabinet _____, Page _____, Document No. _____.

By: _____
Clerk and Recorder

Deputy




- LEGEND
- - EXISTING 1 1/2" DIAMETER ALUMINUM CAP
 - - EXISTING 5/8" DIA. REBAR
 - - 1 1/2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET
 - - 2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET



LOCATION MAP
NO SCALE

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Kristin S. Watson, City Clerk/Human Resource Director 
THROUGH: Kyle J. Butterfield, City Administrator
DATE: March 15, 2023
SUBJECT: Transfer of Ownership Application for a Retail Liquor License submitted by Si Se Puede, LLC d/b/a Rivercity Rendezvous

Recommendation: That Council approves the Transfer of Ownership of a Retail Liquor License for Si Se Puede, LLC for the 4/1/23 – 3/31/24 liquor licensing term.

Background: Pursuant to statutory requirements, as well as the Riverton Municipal Code, any changes to the ownership and/or location of a retail liquor license must be approved by the local licensing authority.

Discussion: On February 22, 2023, staff received a transfer of ownership application for a retail liquor license submitted by Si Se Puede, LLC as follows:

From:

170 R&D Southside Social Club, INC d/b/a River City Bar
Building located at 910 S Federal Blvd, Riverton, WY

To:

170 Si Se Puede, LLC d/b/a Rivervity Rendezvous
Building located at 910 S Federal Blvd, Riverton, WY

This application has been certified as complete by the Wyoming Liquor Division, the proper fees have been paid, and proper notice to the public has been advertised. Therefore, staff recommends Council's approval of the transfer of ownership application of a retail liquor license, as described above.

Alternative: Deny the application submitted for a Retail Liquor License Transfer of Ownership based on the following criteria pursuant to RMC 5.04.170, in part:

"... A license or permit shall not be issued, renewed or transferred if the city council finds from evidence presented at the hearing:

1. The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
2. The purpose of this chapter shall not be carried out by the issuance, renewal or transfer of the license or permit;
3. The number, type and location of existing licenses or premises meet the needs of the vicinity under consideration;
4. The desires of the residents of the city will not be set or satisfied by the issuance, renewal or transfer of the license or permit; or
5. Any other reasonable restrictions or standards which may be imposed by the city council shall not be carried out by the issuance, renewal or transfer of the license or permit. ..."

Budget Impact: The budget impact with the proposed recommendation is revenue of \$100 from the application fee, plus an indeterminate amount of sales tax revenue.

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City/County Clerk

License Fees	Annual Fee: \$	Local License #: <u>170</u>
	Prorated Fee: \$	Date filed with clerk: <u>2 / 22 / 2023</u>
	Transfer Fee: \$ <u>100.00</u>	Advertising Dates: (2 Weeks) <u>3/4 / 2023</u> & <u>3/11 / 2023</u>
	Publishing Fee: \$ <u>75.00</u>	Hearing Date: <u>3 / 21 / 2023</u>
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term: <u>04 / 01 / 2023</u> Through <u>03 / 31 / 2024</u>		
	Month Day Year	Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Si Se Puede, LLC

Trade/Business Name (dba): Rivercity Rendezvous

Building to be licensed/Building Address: 910 South Federal Blvd

Number & Street

Riverton, WY 82501 Fremont

City State Zip County

Local Mailing Address: PO Box 1311

Number & Street or P.O. Box

Laramie, WY 82073

City State Zip

Local Business Telephone Number: (307) 343-2993 Fax Number: () N/A

Business E-Mail Address: RQDelgadillo@gmail.com

FILING FOR

- ☐ NEW LICENSE
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: Riverton
- ☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

- ☒ TRANSFER OWNERSHIP ☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: R&D South Side Social Club, Inc; DBA River City Bar

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**RETAIL LIQUOR LICENSE**

- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ BAR AND GRILL LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE

LIMITED RETAIL LIQUOR LICENSE (CLUB)

- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY PERMIT
- ☐ WINERY PERMIT
- ☐ DISTILLERY SATELLITE PERMIT
- ☐ WINERY SATELLITE PERMIT
- ☐ COUNTY MALT BEVERAGE PERMIT
- ☐ SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)

- ☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from <u>January</u> to <u>December</u>
<input type="checkbox"/> SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from <u>Sunday</u> to <u>Saturday</u>
<input type="checkbox"/> NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from <u>8 AM</u> to <u>2 AM</u>

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)

- (a) **OWN** the licensed building? ☒ YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (i) When the lease expires, located on page _____ paragraph _____ of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
- (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)

☒ YES ☐ NO

If "YES", explain: In the future.

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☐ NO

6. RESORT LICENSE:

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. MICROBREWERY LICENSE:

- (a) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

x

(Requires wholesale malt beverage license with the Liquor Division)

8. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

9. LIMITED RETAIL (CLUB) LICENSE:**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

12. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

13. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Rafael Q. Dolgadillo				8.5	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant. W.S. 12-4-102(a)(vi).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer. W.S. 12-4-601(b).

OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Albany) SS.

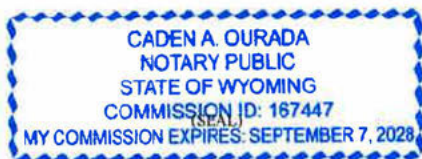
Signed and sworn to before me on this 17th day of February, 2023 that the facts alleged in the foregoing instrument are true by the following:

1) <u>Rafael Q. Dolgadillo</u> (Signature)	<u>Rafael Q. Dolgadillo</u> (Printed Name)	<u>Registered Agent</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

Caden A. Ourada
Signature of Notary Public

My commission expires: September 7th, 2028



Date: February 17, 2023

Letter of Assignment:

Mike & Robyn Poll

R & D South Side Social Club Inc. Liquor License #170

DBA Mike's River City Bar

910 South Federal Blvd,

Riverton, Wyoming 82501

307-856-4652

Fully Intend to transfer Liquor License #170 on April 3, 2023 to the following:

Si Se Puede, LLC


Rafael Q. Delgadillo

Sincerely

Mike and Robyn Poll

Handwritten signatures of Robyn Poll and Michael Poll. The signature of Robyn Poll is on top, and the signature of Michael Poll is below it.

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Kristin S. Watson, City Clerk/Human Resource Director 
THROUGH: Kyle J. Butterfield, City Administrator
DATE: March 15, 2023
SUBJECT: Transfer of Ownership Application for a Retail Liquor License submitted by KGB Outlaws, LLC d/b/a Hilltop Liquor

Recommendation: That Council approves the Transfer of Ownership of a Retail Liquor License for KGB Outlaws, LLC for the 4/1/23 – 3/31/24 liquor licensing term.

Background: Pursuant to statutory requirements, as well as the Riverton Municipal Code, any changes to the ownership and/or location of a retail liquor license must be approved by the local licensing authority.

Discussion: On February 23, 2023, staff received a transfer of ownership application for a retail liquor license submitted by KGB Outlaws, LLC as follows:

From:

135 Sky, INC d/b/a Hilltop Liquor
Building located at 840 W Main St, Riverton, WY

To:

135 KGB Outlaws, LLC d/b/a Hilltop Liquor
Building located at 840 W Main St, Riverton, WY

This application has been certified as complete by the Wyoming Liquor Division, the proper fees have been paid, and proper notice to the public has been advertised. Therefore, staff recommends Council's approval of the transfer of ownership application of a retail liquor license, as described above.

Alternative: Deny the application submitted for a Retail Liquor License Transfer of Ownership based on the following criteria pursuant to RMC 5.04.170, in part:

"... A license or permit shall not be issued, renewed or transferred if the city council finds from evidence presented at the hearing:

1. The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
2. The purpose of this chapter shall not be carried out by the issuance, renewal or transfer of the license or permit;
3. The number, type and location of existing licenses or premises meet the needs of the vicinity under consideration;
4. The desires of the residents of the city will not be set or satisfied by the issuance, renewal or transfer of the license or permit; or
5. Any other reasonable restrictions or standards which may be imposed by the city council shall not be carried out by the issuance, renewal or transfer of the license or permit. ..."

Budget Impact: The budget impact with the proposed recommendation is revenue of \$100 from the application fee, plus an indeterminate amount of sales tax revenue.

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

To be completed by City/County Clerk

License Fees: Annual Fee: \$ _____ Date filed with clerk: 02 / 23 / 2023
 Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 3/4/2023 & 3/11/2023
 Transfer Fee: \$ 100.00 Hearing Date: 3 / 21 / 2023
 Publishing Fee: \$ 75.00

Publishing Fee Direct Billed to Applicant: ☐

License Term: 04 / 01 / 2023 Through 03 / 31 / 2024
 Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: KGB Outlaws, LLC
 Trade/Business Name (dba): Hilltop Liquor
 Building to be licensed/Building Address: 840 W. Main
 Number & Street
Riverton WY 82501 Fremont
 City State Zip County
 Local Mailing Address: 840 W. Main
 Number & Street or P.O. Box
Riverton WY 82501
 City State Zip
 Local Business Telephone Number: (307) 856-3423 Fax Number: ()
 Business E-Mail Address: _____

FILING FOR

- ☐ NEW LICENSE
☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: Riverton
☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

☒ TRANSFER OWNERSHIP

☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: Sky, Inc. dba Hilltop Liquor

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Sun to Sat
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11 am to 2 am

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)(a) **OWN** the licensed building?☒ YES (own)(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)**2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)**☐ YES ☒ NO**3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:**4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)**☐ YES ☒ NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☐ NO**6. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

☐ YES ☐ NO

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

7. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT☐ BAR AND GRILL☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT☐ BAR AND GRILL☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
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				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Beau T. Wendling				0	51%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Katherine M. Apodaca				0	49%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

*Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.*

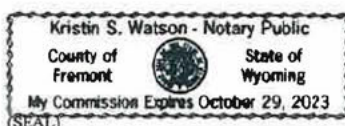
STATE OF WYOMING)

COUNTY OF Fremont)

) SS.

Signed and sworn to before me on this 23rd day of February, 2023 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Katherine Apodaca</u> (Signature)	<u>Katherine Apodaca</u> (Printed Name)	<u>Owner</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

[Signature]

Signature of Notary Public

My commission expires: Oct. 29, 2023

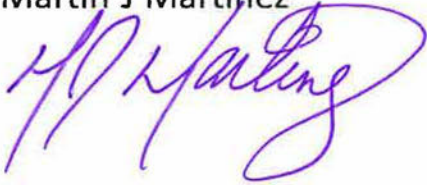
To : The City of Riverton

RE : The renewal and transfer of the Liquor License held By Sky Inc DBA: Hilltop Liquor, 840 W. Main St. Riverton, Wyoming.

Upon Renewal of the Liquor License Held by Sky Inc, DBA Hilltop Liquors, Owned by Martin J Martinez, I am requesting the City of Riverton approve the transfer of the Liquor License, To KBG Outlaws, DBA Hilltop Liquor. We currently have a pending sale of the property at 840 W. Main with a tentative closing date of April first. The Business will continue to operate as Hilltop Liquors.

Thank You for your consideration in the matter,

Martin J Martinez

A handwritten signature in purple ink, appearing to read 'M. Martinez', is written over the printed name.

City Council ACTION MEMO

TO: The Mayor and Members of City Council

FROM: Michael Miller, Community Development Director

THROUGH: Kyle Butterfield, City Administrator

DATE: March 17, 2023

SUBJECT: Ordinance 23-004 – Excavation Permit 12.16.010 (B) 4 and 6

Recommendation: The City Council approves Ordinance 23-004 Relating to the addition of language to 12.16.010 (B) 4 and addition of 12.16.010 6 in its entirety.

Background: Current code has provisions for authorities to be notified of closures and or work within the ROW but does not state who is supposed to do this. Currently we have been using our special street closure permit intended for street fairs to accommodate this properly and make sure applicants are held accountable. This makes the process out of the ordinary and very hard to manage. Section 6 is an addition requiring MUTCD language to exist in this section of code as it appears elsewhere in reference to procedures for lane closures.

Discussion: If we add some language to the existing section we get the result of accountability to the Permittee. Permission must be granted by the Community Development Director and notification of proper authorities to facilitate the routing of Police, Fire, and Emergency vehicles by the permittee before any portion of the Right of Way is closed to traffic or traffic is impeded in any way. We would now have strong language allowing us to use a standard permit for the work and require the contact to be made prior. This also allows us to legally enforce the issue if needed in the event of a habitual offender.

Section 6 All work performed within the ROW or impeding traffic in any way shall conform to the adopted practices of the MUTCD. The Manual on Uniform Traffic Control Devices is adopted by state and local entities in Wyoming as the standard for traffic control and protection measures associated with traffic control. It encompasses a very large broad scale of all things roadway oriented. The construction impeding traffic portion is quite small in the whole scheme of things. It does however cover most applications of road closures and proper signage that is required. In other sections of code we reference this code as standard. Adding it here is just to clarify it is the standard we follow.

Existing Language

12.16.010 (B) 4. Permission must be granted by the Community Development Director, before any portion of the Right of Way is closed to traffic, to facilitate the routing of Police, Fire, Emergency vehicles.

Proposed Changes

12.16.010 (B) 4. Permission must be granted by the Community Development Director and notification of proper authorities must be provided by the permit applicant before any portion of the Right of Way is closed to traffic, or traffic is impeded, to facilitate the routing of Police, Fire, and Emergency vehicles.

12.16.010(B) 6. All work performed within the Right of Way or impeding traffic in anyway shall conform to the adopted practices of the MUTCD.

Alternatives: In considering Ordinance 23-004, the City Council may explore the following alternative actions:

1. Amend Riverton Municipal Code to reflect new language on the allowance of Excavation permits
2. Deny the request to change the Ordinance and continue to follow current practices and codes.
3. Approve the changes with amendments and or stipulations

Budget Impact: Adopting Ordinance 23-004 does not directly impact the current budget.

PROPOSED ORDINANCE NO. 23-004

AN ORDINANCE AMENDING TITLE 12 “STREETS, SIDEWALKS AND PUBLIC PLACES” TO REVISE CHAPTER 12.16 “EXCAVATIONS”, SECTION 12.16.010 “PERMIT”, 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.

Title 12, Chapter 12.16, Section 12.16.010 is hereby amended to read as follows:

Chapter 12.16 Excavations

Section 12.16.010 Permit.

A. Required. It is unlawful for any person to cut, break, dig up, damage in any manner, undermine, tunnel or in any other manner alter the surface within any right-of-way of any street, sidewalk, alley, road or highway within the corporate limits of the city without first obtaining a permit therefor from the city.

B. Application.

1. Applications for the permit required by subsection A of this section shall be in the form prescribed by the community development director and shall specify the name and address of the applicant, the date of the application, the name of the street, sidewalk, alley, road or highway to be cut or tunneled under, or the surface of which is to be altered, the nature of the existing street surface involved, the purpose and location within the right-of-way of the work, the size and nature of the cut, tunnel or alteration, and an agreement to deposit such security as required by the community development director. Applications shall be accompanied by or contain such maps, plans, information and stipulations as may be required by the community development director. The application shall state the approximate date the work will be completed.

2. If the community development director is satisfied that the excavation, cut, tunnel or alteration contemplated by application for a permit under this chapter is feasible and proper, and that the application has been made in due form, and that adequate security has been filed, as required by the provisions of this chapter, he or she shall issue a permit. Should he or she determine that the permit is not in the best public interest, then the permit shall be denied.

3. No work shall be undertaken other than that specified in the application and permit.

4. Permission must be granted by the community development director *and notification of proper authorities must be provided by the permit applicant* before any portion of the right-of-way is closed to traffic, *or traffic is impeded*, to facilitate the routing of police, fire and emergency vehicles.

5. All work undertaken by applicant in said permit shall be warrantied by applicant for a period of one year from accepted completion.

6. All work performed within the Right of Way or impeding traffic in anyway shall conform to the adopted practices of the MUTCD.

C. Deposit or Bond Required of Applicant. Before the issuance of any permit under this chapter, the community development director shall require the applicant to file with him or her, as security either:

1. Cash, certified checks or a security bond in an amount equal to the estimated replacement cost of the payment to be cut, tunneled or altered, together with the cost of re-excavating and filling with proper materials, as determined by the community development director. Such security to be held for a period of time to be designated by the community development director, but not to exceed one year from the accepted completion of the work. Accepted completion is subject to the conditions that the applicant will, immediately upon completion of the work, remove all surplus earth, rubbish or other material, replace the pavement, cut or undermine, or other alteration in as good condition or better than it was before;

2. A blanket surety bond to cover all streets, sidewalks, roads, alleys and highways cut, tunneled or altered by any particular applicant for the period of one year, renewable in an amount to be fixed by the community development director, but not to exceed five thousand dollars (\$5,000.00) and subject to the same conditions as stated above.

D. Fee. The schedule of permit fees covering the cost to the city for administration and field inspections of permits shall be the latest adopted by the city council on file with the city clerk.

E. Term. A permit issued under this chapter shall not be valid after the completion date, unless an extension of time is endorsed thereon and signed by the community development director, in which case such extended date shall control.

F. Emergency Cuts. In the event a utility line should be damaged or be interrupted in some manner requiring immediate repairs, such work may proceed without a permit. The owner of the utility shall apply for a permit for the work the first working day after the emergency cut.

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

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

PASSED ON FIRST READING _____

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

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

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock
Mayor

ATTEST:

Kristin S. Watson
City Clerk/Human Resource Director

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 23-004 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: Brian Eggleston, Public Works Director

THROUGH: Kyle J. Butterfield, City Administrator

DATE: March 21, 2023

SUBJECT: Bid Award-Davis Lane Reconstruction Project

Recommendation: The Riverton City Council awards the bid of the Davis Lane Reconstruction Project to 71 Construction, in the amount of \$1,861,672.00.

Background: The Fix Our Roads Citizen Committee (FORCC) prioritized the improvement and requested staff to engage the services of an engineering firm in October of 2016. Staff solicited statements of qualification and conducted consultant interviews. The City Council selected HDR to engineer improvements to both Davis Lane and Gannett Drive. An Agreement for Engineering Services between the city and HDR was executed on April 17, 2017. City staff negotiated a scope of work and fee, the City Council approved Amendment No. 1 to the Agreement for Engineering Services on April 16, 2019.

During the final engineering phase, it was determined Gannett Drive would be improved prior to Davis Lane. Consequently, HDR finalized plans and specifications for the Gannett Drive Reconstruction Project on March 25, 2020. The project was bid for construction in April and completed in October of that year.

After the completion of the Gannett Drive Reconstruction Project, HDR resumed the final engineering phase for Davis Lane. During this process, several community members approached FORCC about drainage and flooding concerns along Davis Lane. These issues were initially explored by HDR during the preliminary engineering phase of the project.

After again hearing from Davis Lane community members, FORCC decided to resolve the storm drainage and flooding issues associated with the area. Staff subsequently negotiated a scope of work and fee with HDR. Amendment No. 2 to the Agreement for Engineering Services was then approved by the city on May 12, 2021.

Amendment No. 3 to the Agreement for Engineering Services between the city and HDR proposed to address an alternate solution to the drainage issues on Davis Lane. Amendment No. 3 also addressed changes to the proposed cul-de-sac design located at the southern end of Davis Lane. Previously, right-of-way associated with the Davis Lane ended at 148 and 149 Davis Lane. Public access to 2202 and 2201 did not exist. HDR prepared right-of-way documents to correct the issue and construct an appropriate public and emergency vehicle turn-around at the southern end of the lane. The proposed amendment adjusts the geometry of the proposed cul-de-sac to reflect requests made by the impacted property owners of 2201 and 2202 Davis Lane.

Alternatives to address the drainage problem have been explored with FORCC, staff, HDR and landowners. A feasible solution had been reached. Subsequently, HDR proceeded, with council direction, to produce plans and specifications to be put to bid February of 2023.

Discussion: Davis Lane is one of the poorest streets in Riverton. Asphalt at the bottom end of the street is barely held together. Water seeping onto the street prior to 2018 when an underdrain line was not working properly caused a great amount of freeze/thaw damage to the roadway. Streets and Alley crews subsequently installed a short piece of roadway underdrain to mitigate the problem. The waterline has broken three separate times over the years. Waterline breaks occurred at 2202, 2201 and 143 Davis Lane. The latest break occurred in July of 2020. In 2020 an adjusted pavement condition index (PCI) score was assigned to the Davis Lane roadway. This score, with the best streets being a PCI of 80-90 and the worst in the 20's, was a 31. This ranked better than only three other portions of streets in town.

The design and subsequent construction of this project will include a storm drain line that will drain nuisance water originating from U.S. Highway 26/West Main Street. It will address flooding issues residents have experienced at 143, 149 and 2201 Davis Lane. The project design will direct water to an existing drain under the canal in order to properly dispose of water during a storm event. The project will finally update roadway underdrain lines in order to properly remove groundwater that is present in the area. Residents have been an integral part of the proposed final design, granting right-of-way and drainage channels across the Hutchinson property at 2202 Davis Lane.

On February 13, 2023, the City of Riverton began advertising for bids, in the Riverton Ranger, and on the Public Purchase website. A single bid was received by the deadline and was publicly opened on March 9, 2023. The following is the breakdown of that statewide competitive bid:

VENDOR	TOTAL BID
71 Construction	\$1,861,672.00

Staff reviewed the bid to assure it was responsive to the specifications and recommends awarding the bid to 71 Construction in the amount of \$1,861,672.00. The Engineers Estimate for the project was \$1,693,308.75. The approximate 10% increase in the bid amount compared to the Engineers Estimate can be attributed to the volatility and unpredictability of our economy.

Alternative: Part of the existing project involves boring under West Main Street, to the north and connecting the new 8" water line to a 14" main line for adequate water supply. This portion of the project could be eliminated, and the new line could be connected to a 6" line that currently exists at the south/east corner of West Main and Davis Lane. This would deduct \$151,000.00 from the project. After conferring with city staff members, and WYDOT, staff determined that this option would not be the most practical. We would save money right now; however, the new water line would need to be extended eventually, utilizing the boring method. It would not be practical to trench across the state highway, to extent the line. Therefore, staff is not recommending this alternative.

Budget Impact: 71 Construction's bid of \$1,861,672.00 will come from the 1% fund. As of March 8, 2023, the 1% account has \$3,063,815.29 available, after commitments, to fund the project. An additional \$1,000,000.00 was set aside for Pavement Preservation, at the recommendation of FORRC. Should each project be awarded at the above referenced amounts, the current available balance in the 1% fund will be \$202,143.29. The Optional 1% Tax generates an average of \$170,000.00 each month, if figures from Fiscal Years 19-22 are used as reference. It is anticipated the fund would have an approximate balance of \$2.4 million dollars, for projects moving into the 2024 construction season.

CITY COUNCIL STAFF REPORT

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

FROM: Wesley Romero, Interim Chief of Police

THROUGH: Kyle Butterfield, City Administrator

DATE: March 17, 2023

SUBJECT: Rural Violent Crime Initiative for Law Enforcement (RVCRI) Grant

Recommendation: The City Council approve the Police Department's submission to the Rural Violent Crime Initiative for Law Enforcement (RVCR) in the amount of \$141,432.00.

Background: RVCR is a federal grant program funded by the Bureau of Justice Assistance (BJA), to provide funding and assistance to rural law enforcement agencies seeking to reduce violent crime and address problems associated with violent crime. This grant does not require a match and will not impact the FY 2023/2024 budget. As petitioner, the city wishes to submit an application for the acquisition of Mobile Data Terminals (MDTs) for vehicles along with another patrol vehicle (to include upfitting).

Discussion: City of Riverton residents have stated that they would like an increased police presence in their neighborhoods. If approved by council, the funds from this grant would be used to add another vehicle to the fleet and to purchase MDTs for all of the patrol and school resource officer's vehicles. MDTs are in car laptops that are connected to the police departments CAD software, which allows the officers to access most of the information that dispatch manages, including (but not limited to) suspect information, photos, and vehicle information. Officers spend a large percentage of their shifts in the station working on reports, and on the paperwork that is required for prosecutors and the courts. Another projected outcome is response time to an incident can be shortened do to officers being able to work on their tasks in a certain neighborhood, or area that more violent crime occurs. Ultimately having more police presence in the City of Riverton.

	Quantity	Cost	Total
12 Months of T-Mobile Unlimited Data Plans	16	\$476.00	\$5,712.00
Mobile Data Terminals	16	\$4,222	\$67,520.00
Chevy Tahoe w/ upfitting	1	\$68,200.00	\$68,200.00
TOTAL GRANT SOLICITED			\$141,432.00

Budget Impact: There would be no immediate budget impact resulting from the staff recommendation. However, since the grant will be used to pay for only the first year of T-Mobile data plans for the MDTs, there there will be a recurring monthly cost of \$476 to maintain the plans for future years.

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Brian Eggleston, Public Works Director
THROUGH: Kyle J. Butterfield, City Administrator
DATE: March 21, 2023
SUBJECT: Babe Ruth Baseball Field, Memorandum of Understanding between the City of Riverton, and Babe Ruth Baseball

Recommendation: The City Council approves a Memorandum of Understanding (MOU) between the City of Riverton and Babe Ruth Baseball League.

Background: The City of Riverton owns the baseball facility located at northwest corner of Sunset Drive and Major Avenue. The Riverton Babe Ruth organization operated a youth baseball league at this facility for many years, and recently reestablished the league in Riverton. 307 Baseball Academy and Babe Ruth Baseball League have a close association, both entities have separate Boards of Directors, and as such, both organizations are required to have a specific MOU respective of the their organizations

Discussion: Representatives from Babe Ruth Base Ball League have reviewed and agreed to the terms and conditions of the new MOU as outlined below:

- Babe Ruth Baseball League will:
 1. Organize the registration of players and collect all applications and fees associated therewith.
 2. Provide coaching and assign umpires, if available, for all games associated with the programs.
 3. Maintain and prepare playing fields to specifications typical of softball recreation programs, which may include, but is not limited to, dragging, chalking, watering, and setting bases.
 4. Provide all equipment necessary to conduct the baseball program, which is to include, but is not limited to, balls, bats, bases, uniforms, umpire gear, catcher's gear, and scorebooks.
 5. Maintain and operate the concession facility when utilized.
 6. Police trash on and around the property and deposit debris into trash receptacles provided by the city.
 7. Routinely inspect the playing field and related facilities and immediately notify the City of any hazards or potentials hazards and take all necessary actions to eliminate the hazards.

8. Procure and pay for a policy of liability coverage for its activities and covering the facilities in the minimum amount of \$1,000,000.00 and name the city as an additional insured under the policy.
 9. Turn on the water to the facility prior to the start of the season and to winterize the facility and its water system at the end of the season.
- The city will:
 1. Maintain the parking lot in a safe and attractive manner, which is to include pothole mitigation and weed control.
 2. Maintain irrigation systems, which is to include broken pipe repair, sprinkler head replacement as needed, pump maintenance, and winterizing of the system.
 3. Assume irrigation duties of the outfield and infield during the baseball season and throughout the summer and fall.
 4. Mow outfield grass and trim grass and/or weeds as needed around fence lines during the softball season.
 5. Empty garbage receptacles in a timely manner for the number of dumpsters provided.
 6. Routine fertilizing of the turf.
 7. A maximum of two times per year maintain areas of the complex in-between the playing fields, which may include weed control, placement of material, grading, or other activities in the sole discretion of the city determined necessary
 8. Drag the fields at a maximum of two times per year, which may include the use of equipment to remove excess rocks.
 9. Clean bathrooms each weekday (Monday – Friday) during the softball season.
 - The city's obligation to maintenance under the MOUs are contingent upon the city having sufficient levels of funding, equipment, and personnel available to perform the items set forth above.

Budget Impact: There are no direct budgetary impacts in approving the above referenced MOU. That said, the city will have a responsibility to invest personnel and material resources into the future maintenance of the baseball facility. This investment will be very similar to the historical investment made towards maintaining the Babe Ruth Field and is already accounted for in staff's budget projections.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 14th day of MARCH, 2023, by and between the City of Riverton, Wyoming (the “City”), a Wyoming Municipality, and the Babe Ruth Baseball (the “League”), an IRS recognized not for profit 501(c)(3) organization. The parties may collectively be referred to herein as the “Parties,” and individually, as a “Party.”

RECITALS

WHEREAS, the City is the owner of certain real property, as described in “Exhibit A”, located within the boundaries of the City (the “Property”); and

WHEREAS, the Property has been developed with facilities to support youth recreation baseball programs; and

WHEREAS, the League desires to operate a youth recreation traveling baseball program; and

WHEREAS, the City desires to support youth recreation programs that promote and develop the health, character, and well being of young persons in the Riverton community; and

WHEREAS, the Parties desire to establish rights and responsibilities regarding the operation and maintenance of the Property.

AGREEMENT

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

1. The League has the right to access and utilize the Property to administer and run a youth travel baseball program.
2. The League will comply with rules, regulations, or bylaws of the Babe Ruth Board, and Babe Ruth League, Inc.
3. The League will maintain and prepare playing fields to specifications typical of youth recreation programs, which may include, but is not limited to, dragging, chalking, watering, and setting bases.

4. The League will organize the registration of youth players and collect all applications and fees associated therewith. Further, the League will provide coaching and assign umpires, if available, for all games associated with the program.
5. The League will provide all equipment necessary to conduct the program, which is to include, but is not limited to, balls, bats, bases, uniforms, umpire gear, catcher's gear, and scorebooks. The League is also responsible to maintain and operate the concession facility when utilized.
6. The League will police trash on and around the Property and deposit debris into trash receptacles provided by the City. The League will also routinely inspect the playing field and related facilities and immediately notify the City of any hazards or potential hazards and take all necessary actions to eliminate the hazards. If the City determines the League is not sufficiently policing trash or eliminating hazards, it will put the League on notice and require the League to immediately correct any deficiencies. If after being placed on notice the League does not make corrections, the City shall nullify and void this MOU and shall immediately terminate all rights and obligations associated therewith.
7. The League will conduct a criminal background check on all coaches, umpires, or others having contact with minor children and prohibit such contact where indicated by the results of the check.
8. The League agrees to obtain the approval of the City for any and all improvements placed upon the Property.
9. The League shall procure and pay for a policy of liability coverage for its activities and covering the facilities of the League in the minimum amount of \$1,000,000.00 and name the City as an additional insured under the policy.
10. The League shall coordinate with any other organization authorized to utilize the Property to turn on the water to the facility prior to the start of the season and to winterize the facility and its water system at the end of the season.
11. The League shall submit to the City its anticipated schedule of games or other required uses of the Property, with dates and times, by April 1st of each year this MOU is in effect. It shall additionally provide updates to the submitted when changes occur after the aforementioned date. Upon review, the City will notify the League of any scheduling conflicts that may exist with other organizations authorized to use the Property. It shall be the responsibility of the League to resolve any scheduling conflicts with other organizations. If a conflict cannot be resolved by the League and another organization, the

City shall determine in its sole discretion which organization has the right to use the Property on the date or time in conflict.

12. The City will perform the following maintenance on the Property to support the League's operation.

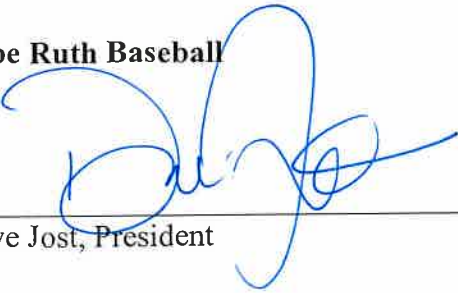
- a. Maintain the parking lot in a safe and attractive manner, which is to include pothole mitigation and weed control;
- b. Maintain irrigation systems, which is to include broken pipe repair, sprinkler head replacement as needed, pump maintenance, and winterizing of the system;
- c. Assume irrigation duties of the outfield and infield during the baseball season and throughout the summer and fall;
- d. Mow infield and outfield grass to a length of 2-3" during the season;
- e. Empty garbage receptacles in a timely manner for the number of dumpsters provided (extra collection requests from the League must be scheduled in advance);
- f. Routine fertilizing of the turf;
- g. Drag the field on a basis determined appropriate, and in advance, by the Parties.

13. The City will make available large equipment for field maintenance (loaders, backhoes, dump trucks, etc.) and the personnel to operate said equipment as needed with reasonable advanced notification from the League and according to the availability of equipment and City staff.

14. The City will work with one pre-designated individual representing the League to coordinate the use and needs of the Property. Any activity on the part of the League, the pre-designated individual, or anyone else associated with the League that commences work on the Property contrary to the direction of the City nullifies and voids this agreement and immediately ends the City's obligation to the League.

15. The City's obligation to maintenance under this MOU is contingent upon the city having sufficient levels of funding, equipment, and personnel available to perform the items set forth above. The League recognizes that the City is using its resources for the benefit of the League and that there may be times that due to budget constraints, or other unforeseen factors, that the City will not be able to provide the services set forth in this MOU. The City shall have the right in its sole discretion to determine whether it has the resources

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first set forth above.

Babe Ruth Baseball


Dave Jost, President

DATE: 3/14/23

Attested: 

DATE: 3/14/2023

CITY OF RIVERTON

Timothy Hancock, Mayor

DATE: _____

Attested: _____
Kristin Watson, City Clerk, City of Riverton

DATE: _____



CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Brian Eggleston, Public Works Director
THROUGH: Kyle J. Butterfield, City Administrator
DATE: March 21, 2023
SUBJECT: Babe Ruth Baseball Field, Memorandum of Understanding between the City of Riverton, and 307 Baseball Academy

Recommendation: The City Council approves a Memorandum of Understanding (MOU) between the City of Riverton and 307 Baseball Academy.

Background: The City of Riverton owns the baseball facility called the Babe Ruth field located on W. Sunset Drive, and Major Avenue. The facility has one baseball field and has been utilized by Trash Panda Travel Baseball since 2021. The league has an existing MOU with the city that was executed April 8, 2021. In January of 2023 staff were notified that the organization had changed its name to 307 Baseball Academy, and the organization desired to update the existing MOU to reflect the name change.

Discussion: As this name change is the only modification to the 2021 MOU, the existing terms and conditions of the said MOU remain intact as follows:

- 307 Base Academy will:
 1. Organize the registration of players and collect all applications and fees associated therewith.
 2. Provide coaching and assign umpires, if available, for all games associated with the programs.
 3. Maintain and prepare playing fields to specifications typical of softball recreation programs, which may include, but is not limited to, dragging, chalking, watering, and setting bases.
 4. Provide all equipment necessary to conduct the baseball program, which is to include, but is not limited to, balls, bats, bases, uniforms, umpire gear, catcher's gear, and scorebooks.
 5. Maintain and operate the concession facility when utilized.
 6. Police trash on and around the property and deposit debris into trash receptacles provided by the city.
 7. Routinely inspect the playing field and related facilities and immediately notify the City of any hazards or potentials hazards and take all necessary actions to eliminate the hazards.

8. Procure and pay for a policy of liability coverage for its activities and covering the facilities in the minimum amount of \$1,000,000.00 and name the city as an additional insured under the policy.
 9. Turn on the water to the facility prior to the start of the season and to winterize the facility and its water system at the end of the season.
- The city will:
 1. Maintain the parking lot in a safe and attractive manner, which is to include pothole mitigation and weed control.
 2. Maintain irrigation systems, which is to include broken pipe repair, sprinkler head replacement as needed, pump maintenance, and winterizing of the system.
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 4. Mow outfield grass and trim grass and/or weeds as needed around fence lines during the softball season.
 5. Empty garbage receptacles in a timely manner for the number of dumpsters provided.
 6. Routine fertilizing of the turf.
 7. A maximum of two times per year maintain areas of the complex in-between the playing fields, which may include weed control, placement of material, grading, or other activities in the sole discretion of the city determined necessary
 8. Drag the fields at a maximum of two times per year, which may include the use of equipment to remove excess rocks.
 9. Clean bathrooms each weekday (Monday – Friday) during the softball season.
 - The city's obligation to maintenance under the MOUs are contingent upon the city having sufficient levels of funding, equipment, and personnel available to perform the items set forth above.

Budget Impact: There are no direct budgetary impacts in approving the above referenced MOU. That said, the city will have a responsibility to invest personnel and material resources into the future maintenance of the baseball facility. This investment will be very similar to the historical investment made towards maintaining the Babe Ruth Field and is already accounted for in staff's budget projections.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made and entered into this 14th day of March, 2023, by and between the City of Riverton, Wyoming (the “**City**”), a Wyoming Municipality, and the 307 Baseball Academy (the “**League**”), an IRS recognized not for profit 501(c)(3) organization. The parties may collectively be referred to herein as the “**Parties**,” and individually, as a “**Party**.”

RECITALS

WHEREAS, the City is the owner of certain real property, as described in “**Exhibit A**”, located within the boundaries of the City (the “**Property**”); and

WHEREAS, the Property has been developed with facilities to support youth recreation baseball programs; and

WHEREAS, the League desires to operate a youth recreation traveling baseball program; and

WHEREAS, the City desires to support youth recreation programs that promote and develop the health, character, and well being of young persons in the Riverton community; and

WHEREAS, the Parties desire to establish rights and responsibilities regarding the operation and maintenance of the Property.

AGREEMENT

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

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2. The League will comply with rules, regulations, or bylaws of the Babe Ruth Board, and Babe Ruth League, Inc.
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available to perform the items set forth in this agreement. If the City determines that it does not have the funding, equipment, or personnel to perform the services set forth herein, it shall have no obligation to perform the services contained herein.

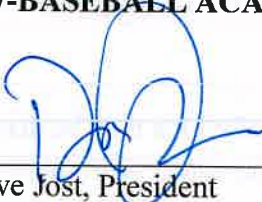
16. The term of this MOU commences on the date of execution and shall be for the year 2023 unless terminated in writing by either Party and shall automatically renew for succeeding one-year terms thereafter until terminated by either Party.
17. This MOU is not intended to, and shall not be construed to, confer a benefit on any third party or create any right or power for a third party to bring an action to enforce any of its terms. This agreement shall not be construed as creating or constituting a partnership or joint venture between the Parties. Neither Party has any authority to act for any other Party as an agent, partner, or joint venture as a result of the agreement. Neither Party has any authority whatsoever to bind the other Party to any other agreement, promises, or undertakings.
18. This MOU may be amended only by written instrument duly signed and executed by the League and the City.
19. Either Party may terminate this MOU upon thirty days written notice.
20. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and the Parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming. The Parties intend and agree that the City does not waive governmental immunity by entering into this Contract, and specifically retain immunity and all defenses available to them pursuant to W.S. §1-39-101 et. Seq and all other state law.
21. The persons executing this MOU on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this MOU on behalf of their respective Party and to bind their respective Party to the terms and conditions of this MOU. The persons executing this MOU on behalf of their respective Party understand that both Parties are relying on these representations in entering into this MOU.
22. Neither Party may assign its rights or delegate the performance of any duty under this agreement, by operation of law or otherwise, without the prior written consent of the other Party. The terms of this MOU will be binding on all successors-in-interest of each Party.
23. The Parties hereto agree that this agreement represents the entire agreement of the Parties and all prior negotiations, discussions, and agreements have been incorporated herein.

24. In the event of a dispute between the Parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOU.
25. This MOU may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument, and facsimiles shall be deemed originals.

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IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first set forth above.

307-BASEBALL ACADEMY



Dave Jost, President

DATE: 3/14/23

Attested: 

DATE: 3/14/2023

CITY OF RIVERTON



Timothy Hancock, Mayor

DATE: _____

Attested: _____
Kristin Watson, City Clerk, City of Riverton

DATE: _____