



City of Riverton
Regular Council Meeting
Tuesday, July 18, 2023 at 7:00 pm

Riverton City Hall Council Chambers
816 N Federal Blvd.
Riverton, WY 82501

At 6:45 P.M. on Tuesday, July 18, 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 – July 5, 2023 Regular Council Meeting.
 - Approval of the Minutes – July 18, 2023 Finance Committee Meeting.
 - Approval of the Finance Committee Recommendations – July 18, 2023.
 - Open Container Permit Application: **Bar 10**, Sugar Beats Concert @ City Park, July 22, 2023, 4:00 p.m. – 10:00 p.m.
 - Open Container Permit Application: **Bar 10**, Sugar Beats Concert @ City Park, August 12, 2023, 4:00 p.m. – 10:00 p.m.
- 9) National Night Out.
- 10) Citizen Board Appointment: EDGE Committee.
- 11) Citizen Board Appointment: Tree Board.
- 12) Consideration of Ordinance No. 23-007, 3rd & Final Reading: Clerk & Treasurer.
- 13) Consideration of Ordinance No. 23-008, 2nd Reading: Riverview Cove Subdivision Rezone.
- 14) Public Hearing and Consideration of Ordinance No. 23-009, 1st Reading: Reddon Addition Plat and Annexation.
- 15) Public Hearing and Consideration of Ordinance No. 23-010, 1st Reading: Presbyterian Church.
- 16) FY24 Contract for Service Agreements.

Reports and Comments:

- 17) Council Committee Reports and Council Members’ Roundtable.
- 18) City Administrator’s Report.
- 19) Mayor’s Comments.
- 20) Executive Session – If needed.

“Excellence in Service to the Rendezvous City”

21) Adjourn.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held July 5, 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, Kyle Larson, and Kristy Salisbury. Council Member Borders led the pledge of allegiance, and Council Member Bailey conducted the invocation.

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

City Staff present: City Administrator Kyle J. Butterfield, Administrative Services Director Mia Harris, Public Works Director Brian Eggleston, Chief of Police Eric Hurtado, Community Development Director Michael Miller, and Administrative Assistant Max Batista.

Approval of the Agenda – Council Member Cox moved, seconded by Council Member Borders to approve the agenda with the addition of an Open Container Permit Application to the consent agenda. Motion passed unanimously.

Communication from the Floor – Members of the Riverton Future Farmers of America (FFA) and 4-H asked the council for permission to hang flags on Main Street and Federal Blvd during the upcoming Fremont County Fair, there was no objection from the council. Ron Warpness asked the council and city staff to reconsider its position on allowing fireworks throughout the city.

Consent Agenda – Administrative Services Director Mia Harris read the consent agenda items by title only: Approval of the Minutes – June 20, 2023 Regular Council Meeting; Approval of the Minutes – June 20, 2023 Executive Session; Approval of the Minutes – June 30, 2023 Special Council Meeting; Approval of the Municipal Court Report for the month of June 2023; Approval of the Minutes – July 5, 2023 Finance Committee Meeting; Approval of the Finance Committee Recommendations – July 5, 2023 claims to be paid in the amount of \$363,574.71, manual checks in the amount of \$25,291.43, and payroll & liabilities for 6/16/2023 & 6/30/2023 in the amount of \$763,381.13 for a total of \$1,152,247.27; Open Container Permit Application: 381 Subs and Salads, Car Show @ 702 E Main, July 14, 2023, 3:00 p.m. – 11:00 p.m.; Open Container Permit Application: Bar 10, Friday Night Cruise – Street Party @ Bar 10, July 14, 2023, 4:00 p.m. – 1:00 a.m. Council Member Bailey moved, seconded by Council Member Larson to approve the consent agenda as presented. Motion passed unanimously.

Introduction and Oath of Office – Mayor Tim Hancock introduced and conducted the Oath of Office for Administrative Services Director Mia Harris.

Public Hearing & Consideration: Fireworks Permit Application, Riverton Rendezvous Committee, July 15, 2023 – Administrative Services Director Mia Harris reported on the Fireworks Permit Application from Riverton Rendezvous Committee for a fireworks show. Council Member Borders moved to open the public hearing seconded by Council Member Bailey. Motion passed unanimously. Council Member Larson moved, seconded by Council Member Borders to close the public hearing after discussion from Vice Chairman Christopher Houser, he also presented council members with 2023 Riverton Rendezvous Pins. Motion passed unanimously. Council Member Cox moved, seconded by Council Member Borders to approve the fireworks permit for Riverton Rendezvous Committee on July 15, 2023. Motion passed unanimously.

Consideration of Ordinance No. 23-006, 3rd Reading: Underage Purchase, Use, or Possession of Tobacco – City Administrator Kyle J. Butterfield reported on Ordinance No. 23-006 – Underage Purchase, Use, or Possession of Tobacco. This ordinance would mirror the federal statute to make it illegal for any person under the age of twenty-one (21) to purchase, use, or possess tobacco products. Administrative Services Director Mia Harris read Ordinance No. 23-006 by title only. Council Member Borders moved, seconded by Council Member Salisbury to adopt ordinance No. 23-006 on third and final reading. A roll call vote was conducted, motion passed unanimously.

Consideration of Ordinance No. 23-007, 2nd Reading: Clerk & Treasurer – City Administrator Kyle J. Butterfield reported on Ordinance No. 23-007 – Clerk & Treasurer. This ordinance would revise Chapter 2.12 “City Clerk” and Chapter 2.13 “Finance Director” of the Riverton Municipal Code. Administrative Services Director Mia Harris read Ordinance No. 23-007 by title only. Council Member Bailey moved, seconded by Council Member Cox to adopt ordinance No. 23-007 on second reading. Motion passed unanimously.

Public Hearing & Consideration of Ordinance No. 23-008, 1st Reading: Riverview Cove Subdivision Rezone – Community Development Director Michael Miller reported on Ordinance No. 23-008 – Riverview Cove Subdivision Rezone. This ordinance would change four lots that are currently zoned R-1 to Residential District R2-A. Administrative Services Director Mia Harris read Ordinance No. 23-008 by title only. Council Member Bailey moved, seconded by Council Member Borders to open the public hearing. Motion passed unanimously. After discussion from the public, council members, and city staff, Council Member Bailey moved, seconded by Council Member Cox to close the public hearing. Motion passed unanimously. After discussion from the council, Council Member Bailey moved, seconded by Council Member Borders to adopt ordinance No. 23-008 on first reading. Motion passed unanimously.

Contract Approval – Airport Master Plan – City Administrator Kyle J. Butterfield reported on the existing master plan for the Central Wyoming Regional Airport was completed in November of 2011 and is due to be replaced. Council Member Larson moved, seconded by Council Member Bailey to approve a consultant agreement between the City of Riverton and Jviation, a Woolpert Company for the Airport Master Plan. Motion passed unanimously.

Edge Funding Agreements: Brown Sugar, Golden Buffalo, Riverton Ice Hockey, Wild Mushroom – Administrative Services Director Mia Harris reported on four (4) local businesses that applied to receive funds from the Evolve, Diversify, and Grow our Economy (EDGE) committee. After discussion from the council and city staff, Council Member Borders moved, seconded by Council Member Cox to approve an Agreement for Use of Economic Development Tax Funds between the City of Riverton and Brown Sugar, Inc. Motion passed unanimously. Council Member Cox moved, seconded by Council Member Bailey to approve an Agreement for Use of Economic Development Tax Funds between the City of Riverton and JoKr, Inc. Motion passed unanimously. Council Member Bailey moved, seconded by Council Member Borders to approve an Agreement for Use of Economic Development Tax Funds between the City of Riverton and High Country Fungus, LLC. Motion passed unanimously. Council Member Cox moved, seconded by Council Member Bailey to approve an Agreement for Use of Economic Development Tax Funds between the City of Riverton and Riverton Ice Hockey Association. Motion passed unanimously.

Bid Award: Dump Truck with Plow and Attachments – Public Works Director Brian Eggleston reported on two (2) dump trucks, snowplow, and sander combination vehicles. After discussion from the council and city staff, Council Member Salisbury moved, seconded by Council Member Cox to approve the purchase of two (2) 2025 Freightliner Dump Truck vehicles along with a dump body, snowplow sander, and up fitting. Motion passed unanimously.

Resolution No. 1476: Designation of Authorized Signatories on Bank Accounts – City Administrator Kyle J. Butterfield reported on Resolution No. 1476, this resolution would designate specific individuals as signatories and alternate signatories on City bank accounts. Administrative Services Director Mia Harris read Resolution No. 1476

by title only. Council Member Borders moved, seconded by Council Member Cox to approve Resolution No. 1476. Motion passed unanimously.

Council Committee Reports & Council Members’ Roundtable – Council Member Borders reported on a PAWS meeting she attended as well as listed upcoming events that are happening; Council Member Bailey reported on the upcoming Fix Our Roads Citizens Committee (FORCC) meeting he plans to attend; Council Member Larson reported on the upcoming solid waste meeting he plans to attend; Council Member Salisbury reported on the chamber meeting she attended.

City Administrator’s Report – City Administrator Kyle J. Butterfield reported on the preparation of Fiscal Year 2023-2024 budget books. Mr. Butterfield also reported on the upcoming planning commission meeting he plans to attend, as well as the Riverton Chamber ribbon-cutting event he attended. Recognition was given to Sargent Amy Fyler for assisting community members during the recent wind storm. Kyle Butterfield asked the city council’s consensus on proceeding with the Wind River Visitors Council on installing a digital sign within the city limits. It was the consensus of the council to decline with proceeding due to insufficient information regarding the digital sign, such as its location and size.

Mayor’s Comments – Mayor Tim Hancock reported on events he attended including the Kiwanis Club meeting, Job Corps meeting, 4th of July parade in Lander, and the Business Owners & Community Open House meeting.

Adjourn – There being no further business to come before the Council, Council Member Borders moved, seconded by Council Member Bailey to adjourn the Regular Council meeting at 8:14 p.m. Motion passed unanimously.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

Publication Date:



CITY OF RIVERTON

EVENT APPLICATION

&

USE OF PUBLIC SPACE

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

EVENT INFORMATION	
NAME OF APPLICANT/RESPONSIBLE PARTY: Jason Hawk	ADDRESS, CITY, STATE, ZIP: 114 S. Broadway Riverton, WY 82501
ORGANIZATION (IF APPLICABLE): Bar 10	
CONTACT PHONE NUMBER: 307-856-2337	CONTACT EMAIL ADDRESS: bar10wyo@gmail.com
NAME & PURPOSE OF EVENT: Sugarbeats	
LOCATION OF EVENT: City Park - Already reserved by sugarbeats	
DATE(S) OF EVENT: 7/22/2023	
TIME OF EVENT: FROM 4pm PM TO 10 AM Pm <input type="checkbox"/>	
WILL THE EVENT OCCUPY A PUBLIC AREA? (park, street, etc.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 1.	WILL THE EVENT HAVE A LOUDSPEAKER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 3.
WILL THE EVENT HAVE ALCOHOL PRESENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 2.	WILL THE EVENT HAVE FIREWORKS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 4.

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

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

FOR OFFICE USE ONLY	
SECTION 1: PUBLIC AREA USE PERMITS	
<input type="checkbox"/> PARK RESERVATION	\$30.00
<input type="checkbox"/> STREET OR RIGHT-OF-WAY CLOSURE	\$50.00
SECTION 2: ALCOHOL PERMITS	
<input checked="" type="checkbox"/> OPEN CONTAINER*	\$25.00
<input checked="" type="checkbox"/> CATERING	\$50.00
<input type="checkbox"/> MALT BEVERAGE	\$50.00
<input type="checkbox"/> MANUFACTURER'S OFF-PREMISE	\$50.00
SECTION 3: LOUDSPEAKER PERMIT	
<input type="checkbox"/> LOUDSPEAKER	\$25.00
SECTION 4: FIREWORKS PERMIT	
<input type="checkbox"/> FIREWORKS*	\$25.00
TOTAL PAYMENT:	\$75.00
*REQUIRES COUNCIL APPROVAL	

SECTION 2: ALCOHOL PERMITS

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

NUMBER OF PEOPLE IN ATTENDANCE:

250

WILL UNDERAGE CHILDREN BE PRESENT?

 YES NO

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

ID's checked and TIP trained employees

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

The sale of alcohol is not permitted.

Open containers are not allowed outside of the permitted area.

The location shall be left clean and free of debris.

Signature of Applicant

*REQUIRES COUNCIL APPROVAL

FOR OFFICE USE ONLY

DATE PAID: 7/13/2023PUBLIC HEARING DATE: 7/18/2023# OF PERMITS APPROVED: 1 APPROVED / DENIED BY COUNCIL ACTION ON: _____

City Clerk Signature

OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:

CATERING PERMIT (RETAIL LIQUOR LICENSE HOLDER ONLY):

LIQUOR LICENSE HOLDER:

Predator Productions

PLEASE EXPLAIN YOUR SECURITY PLAN:

Check ID's and Employees are TIPs trained

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

Distributing area will be in a separate location. ID's will be checked before serving alcohol

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

Provide taxi numbers; free non-alcoholic beverages to DD's

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: 7/13/2023AMOUNT PAID: \$50.00# OF PERMITS APPROVED: 1 APPROVED / DENIED ON: _____7/6/2023

City Clerk Signature

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

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

RIVERTON

WYOMING
CITY OF RIVERTON
EVENT APPLICATION
&
USE OF PUBLIC SPACE

APPROVAL CARD

EVENT INFORMATION

NAME OF APPLICANT/RESPONSIBLE PARTY: Jason Hawk	ADDRESS, CITY, STATE, ZIP: 114 S. Broadway Riverton, WY 82501
ORGANIZATION (IF APPLICABLE): Bar 10	
CONTACT PHONE NUMBER: 307-856-2337	CONTACT EMAIL ADDRESS: bar10wyo@gmail.com
NAME & PURPOSE OF EVENT: Sugarbeats	
LOCATION OF EVENT: City Park - Already reserved by sugarbeats	
DATE(S) OF EVENT: 7/22/2023	
TIME OF EVENT: FROM <u>4pm</u> <u>PM</u> TO <u>10</u> <u>AM</u> <input type="checkbox"/>	

The following application(s):

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

are hereby:

- APPROVED AS SUBMITTED
- APPROVED WITH ADDITIONAL CONDITIONS
- DENIED

on: _____
Date

City Clerk Signature

ADDITIONAL CONDITIONS:

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

ID & Distribution Requirements:

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

Dispensing of Alcohol:

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

Other:

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

[Faint handwritten text, possibly a signature or date]



CITY OF RIVERTON

EVENT APPLICATION

&

USE OF PUBLIC SPACE

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

EVENT INFORMATION
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ORGANIZATION (IF APPLICABLE): Bar 10
CONTACT PHONE NUMBER: 307-856-2337
CONTACT EMAIL ADDRESS: bar10wyo@gmail.com
NAME & PURPOSE OF EVENT: Sugarbeats
LOCATION OF EVENT: City Park - Already reserved by sugarbeats
DATE(S) OF EVENT: 8/12/2023
TIME OF EVENT: FROM 4pm PM TO 10 AM PM
WILL THE EVENT OCCUPY A PUBLIC AREA? (park, street, etc.) YES NO IF YES, PLEASE COMPLETE SECTION 1.
WILL THE EVENT HAVE A LOUDSPEAKER? YES NO IF YES, PLEASE COMPLETE SECTION 3.
WILL THE EVENT HAVE ALCOHOL PRESENT? YES NO IF YES, PLEASE COMPLETE SECTION 2.
WILL THE EVENT HAVE FIREWORKS? YES NO IF YES, PLEASE COMPLETE SECTION 4.

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

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

FOR OFFICE USE ONLY
SECTION 1: PUBLIC AREA USE PERMITS
PARK RESERVATION \$30.00
STREET OR RIGHT-OF-WAY CLOSURE \$50.00
SECTION 2: ALCOHOL PERMITS
OPEN CONTAINER* \$25.00
CATERING \$50.00
MALT BEVERAGE \$50.00
MANUFACTURER'S OFF-PREMISE \$50.00
SECTION 3: LOUDSPEAKER PERMIT
LOUDSPEAKER \$25.00
SECTION 4: FIREWORKS PERMIT
FIREWORKS* \$25.00
TOTAL PAYMENT: \$75.00
*REQUIRES COUNCIL APPROVAL

SECTION 2: ALCOHOL PERMITS

TYPES OF PERMITS:

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

FEE:

\$25.00
\$50.00
\$50.00
\$50.00

CODE PROVISION:

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

NUMBER OF PEOPLE IN ATTENDANCE:

250

WILL UNDERAGE CHILDREN BE PRESENT?

YES NO

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

ID's checked and TIP trained employees

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

The sale of alcohol is not permitted.
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The location shall be left clean and free of debris.

Signature of Applicant

*REQUIRES COUNCIL APPROVAL

FOR OFFICE USE ONLY

DATE PAID: 7/13/2023PUBLIC HEARING DATE: 7/18/2023# OF PERMITS APPROVED: 1

APPROVED / DENIED BY COUNCIL ACTION ON: _____

City Clerk Signature

OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:

CATERING PERMIT (RETAIL LIQUOR LICENSE HOLDER ONLY):

LIQUOR LICENSE HOLDER:

Predator Productions

PLEASE EXPLAIN YOUR SECURITY PLAN:

Check ID's and Employees are TIPs trained

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

Distributing area will be in a separate location. ID's will be checked before serving alcohol

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

Provide taxi numbers; free non-alcoholic beverages to DD's

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: 7/13/2023AMOUNT PAID: \$50.00# OF PERMITS APPROVED: 1

APPROVED / DENIED ON: _____

7/16/2023

City Clerk Signature

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

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

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

ID & Distribution Requirements:

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

Dispensing of Alcohol:


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

Other:

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

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CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council
FROM: Kyle J. Butterfield, City Administrator 
DATE: July 18, 2023
SUBJECT: EDGE Appointment

Recommendation: The City Council confirms Mayor Hancock's recommendation to appoint Josh Saltgaver as a member of the Evolve, Diversify, and Grow our Economy (EDGE) committee

Background: Pursuant to the bylaws of EDGE, membership of the committee shall consist of seven regular members and two alternate members to serve when regular members are absent. Alternate members shall vote in place of regular Committee members in the cases of absence. Seniority of appointment shall govern the order in which alternate members shall substitute for regular members. Members of EDGE serve a two-year terms, beginning January 1st and ending on December 31st of the second calendar year or at the pleasure of the Riverton City Council, pursuant to appointments made by the Mayor and confirmed by the City Council.

Discussion: A vacancy recently occurred on the EDGE committee and it is proposed that Josh Saltgaver, who currently serves as an alternate, fill the vacancy. Josh has served as an alternate since January 2023.

Budget Impact: None.

CITY COUNCIL STAFF REPORT

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

THROUGH: Kyle J. Butterfield, City Administrator 

DATE: July 18, 2023

SUBJECT: Tree Board Appointments

Recommendation: The City Council approves Mayor Hancock's appointment of Ryan Axthelm as a member and Holly Cassity as an alternate member of the Tree Board.

Background: According to Riverton Municipal Code 2.52, the Tree Board is established to consider and make recommendations to the Riverton City Council concerning rules and procedures for care of trees, urban forest planning and procurement, developing an Arbor Day celebration, or any other matter referred to them by the council.

The Tree Board is made up of seven members who shall be appointed by the mayor with the advice and consent of the council. Terms are four-year terms, staggered every two years. Board members have an opportunity to be reappointed at the end of their term. Biennium appointments or persons interested in serving on the board shall send a letter of interest to the mayor.

Discussion: With the recent resignation of Val Green, there is a vacancy on the Tree Board. Ryan Axthelm currently serves as an alternate to the board and Holly Cassity submitted a letter of interest to serve on the board. Their letters of interest are attached.

Budget Impact: None.



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Ryan Axthelm **Date:** 12-13-2022

Street Address: 31 Sunnyside Ave, Riverton Wy

Mailing Address (if different): _____

Business Phone: (307) 851-7218 **Home Phone:** _____

Email Address: rjaxthelm@gmail.com

Years as a Resident of Riverton: 20

Occupation: Tree care provider **Employer:** Tree Keepers

What board/committee are you applying for? Tree Board

Please list any current/previous civic or professional organizations and in what capacity:

None

Please list any City boards/committees (if any) that you currently serve on:

None

Why would you like to serve? (Please discuss specific interest.)

I recently moved my family back to Riverton and started Tree Keepers L.L.C because I noticed a major need for quality professional tree care in Fremont County, especially Riverton. The sole purpose of Tree Keepers is to educate and service as many tree owners as possible to help keep our community beautiful. Trees are very important and Arboriculture is my passion, I want the very best for the beautiful trees we have around here and would be honored to serve on the Tree Board.

What special skills, training, or experience do you have that would be pertinent to this board position?

I have 3+ years of Arboriculture experince, am a small bussiness owner, work well with others, have a love for our community, very driven and motivated, and want to see this town flourish.

Please return the form to: Kristin Watson, City Clerk @ 816 N Federal Blvd., Riverton, WY 82501.

This is considered public information and may be requested by news media and/or discussed in public meetings. Wyoming Public Records Act, W.S. § 16-4-201 et seq.

Signature: _____

July 10, 2023

Mayor Hancock and City Council Members:

I would like to request a position on the Riverton Tree Board. I feel I have expertise concerning trees especially what trees grow in our Fremont County area.

I and my husband are the owners of Sweetwater Garden having been in business since 2014. I have worked at Sweetwater Garden since 1989. I am a member of the Riverton Garden Club.

When there is a vote regarding the purchase of trees I will abstain from voting.

I would appreciate your consideration of my appointment to the Riverton Tree Board.

Thank you for your consideration of my request.

Sincerely,


A handwritten signature in black ink that reads "Holly Cassity". The signature is written in a cursive, flowing style.

Holly Cassity
1602 West Main
Riverton, WY 82501

Home Address: 12323 US Hwy 26
Riverton, WY 82501
307-856-6663 Business

CITY COUNCIL STAFF REPORT

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

FROM: Kyle J. Butterfield, City Administrator 

DATE: July 18, 2023

SUBJECT: Ordinance No. 23-007 – City Clerk and City Treasurer

Recommendation: The City Council approves on third reading Ordinance No. 23-007.

Background: As a municipality with a population over 4,000, the City of Riverton is considered by the State of Wyoming as a first class city and is governed by Chapter 3 of Title 15 of Wyoming Statute. As part of this, WS 15-3-204 specifically states the city shall fill the positions of treasurer and clerk.

The municipal clerk and treasurer are expected to perform all of the duties imposed on these offices by state laws, by municipal ordinances, and by custom. The clerk is the general record keeper and recorder for the city or town. All major actions, records, and transactions are typically completed or filed in the clerk's office. The clerk is further responsible for seeing that actions of the governing body, meetings, public hearings, liquor license renewals, bids, and other items are properly advertised in the official newspaper of the municipality. The treasurer is the custodian of all moneys belonging to the city or town. The duties of such custodian are to: Receive all moneys belonging to the municipality; Keep accounts and books in the manner prescribed by law; Keep the municipality's moneys separate and distinct from personal and other funds; Disburse the municipality's moneys only upon proper authorization; and Submit interim reports of the receipts and expenditures of the city as specified by the governing body.

Discussion: References to the positions of City Clerk and City Treasurer in Riverton Municipal Code have taken several forms over the years. The position of clerk for example has vacillated between Administrative Services Director and City Clerk. The position of treasurer has also changed from tied to the clerk position or aforementioned director position. Currently, the Finance Director is referenced in municipal code as the ex officio treasurer.

Proposed Ordinance 23-007 revises Chapter 2.12 "City Clerk" and Chapter 2.13 "Finance Director" of Riverton Municipal Code. It clarifies language related to the position of clerk and changes references to the position of Finance Director to City Treasurer. These revisions are consistent with the requirement of state statute.

Budget Impact: None.

ENROLLED ORDINANCE NO. 23-007

AN ORDINANCE AMENDING TITLE 2 “ADMINISTRATION AND PERSONNEL”, TO REVISE CHAPTER 2.12 “CITY CLERK” AND CHAPTER 2.13 “FINANCE DIRECTOR”, 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. Chapter 2.12 of the Municipal Code for the City of Riverton is hereby revised to read as follows:

Chapter 2.12 CITY CLERK

2.12.010 Appointment.

The governing body, by majority vote, shall appoint a city clerk. This position shall be set by contract as approved by the governing body. (Ord. 21-015 § 6, 2021; Ord. 17-018 § 1, 2017; Ord. 05-016 § 1, 2005; Ord. 99-014 § 37, 1999; prior code § 2-73)

2.12.030 Duties generally.

The city clerk shall:

- A. Keep the corporate seal, papers and books belonging to the city;
- B. Attend all regular and special meetings of the city council and keep an accurate journal of its proceedings, unless excused by the city administrator;
- C. Keep a record of all of the ordinances passed by the council;
- D. Issue all licenses authorized by this code and other ordinances of the city;
- E. Attest all warrants, bonds and licenses, except gas, sewer, building and water permits issued in pursuance of the orders and ordinances of the city council and affix the corporate seal thereto;
- F. Perform all other duties required of him or her by law, this code or other ordinance of the city; and

~~—G. 1. Authority. Wyoming Statute Section 9-2-410 states: “All public records are the property of the state. They shall be delivered by outgoing officials and employees to their successors and shall be preserved, stored, transferred, destroyed or disposed of, and otherwise managed, only in accordance with W.S. 9-2-405 through 9-2-413.” These statutes and the Riverton Municipal Code provide the city clerk the city clerk is hereby granted authority to develop and maintain a records management system that will effectively and efficiently ensure the safety, maintenance, preservation and disposition of records developed by certain city agencies.~~

~~—2.— Purpose. The citizens of the city of Riverton have a right to expect efficient and cost effective government, and the management of city records is necessary for the economic operation of the city. Preservation of records of permanent value is mandatory to provide citizens with information concerning historical and operational data. The establishment of uniform standards and procedures for the maintenance, preservation, microfilming or other disposition of city records is necessary for continuity of records procedures and access to records.~~

~~—3.— Establishment of a Records Program. The governing body of the city of Riverton declares its support of the city clerk’s efforts to establish and adopt a records management program for the orderly and efficient retention, retrieval and disposition of records of the city. The creation of a records program will be administered pursuant to legal, fiscal, administrative, and archival requirements and in accordance with state law. The state of Wyoming Records Management Manual shall be adopted by the city of Riverton as its records management manual.~~

~~—4.— Benefit of Records Retention Program. The records retention program will release space and reduce the need for storage and filing equipment; establish an efficient retrieval operation for both active and inactive municipal records; provide for routine disposition of paperwork; maintain security over municipal records; secure a central records storage facility which can be operated and maintained by records management staff; and ensure that the city stays in compliance with state law.~~

~~—5.— Municipal Retention Schedules. The city clerk’s office will implement the records retention schedule for each city division according to the state of Wyoming Records Management Manual adopted by the Wyoming Archives, Museum and Historical Department, Archives Records Management Division.~~

~~—6.— Transfer of Records to Records Retention Facility. All divisions affected by this section are required to work directly with the city clerk’s office on records retention. The city clerk shall be advised of all requests for indexing, locating, microfilming and disposing of records through utilization of certificates of disposition provided by the city clerk’s office. All records requested to be turned over to the state of Wyoming Archives office will be submitted through the city clerk who shall consult with the director of the Department of State Parks and Cultural Resources, a successor to the State Archives per W.S. 9-2-404E, for the preservation of public records through reproductive processes (i.e., microfilming, microphotographic, photographic, photostatic) necessary for the archival retention of said records pursuant to W.S. 9-2-413C. Disposition of records submitted to the city clerk will be archived or disposed of only after review and written approval of the respective division department heads. (Ord. 17-018 § 1, 2017; Ord. 07-015 §§ 1—6, 2007; Ord. 05-016 § 2, 2005; Ord. 99-014 § 39, 1999; prior code § 2-75)~~

~~2.12.050 Deputy city clerk.~~

~~—A.— The city clerk may designate a deputy city clerk or clerks as needed.~~

~~—1.— The deputy city clerk or clerks shall assist the city clerk to properly administer the affairs of the office of the city clerk. (Ord. 17-018 § 1, 2017; Ord. 05-017 § 1, 2005; Ord. 99-014 §§ 41, 42, 1999; prior code §§ 2-78, 2-79)~~

2.12.070 Records program

A. The city clerk is hereby granted authority to develop and maintain a records management system that effectively and efficiently ensures the safety, maintenance, preservation and disposition of records developed by certain city agencies.

B. Preservation of records of permanent value is mandatory to provide citizens with information concerning historical and operational data. The establishment of uniform standards and procedures for the maintenance, preservation, microfilming or other disposition of city records is necessary for continuity of records procedures and access to records.

C. The records program shall be administered pursuant to legal, fiscal, administrative, and archival requirements and in accordance with state law. The state of Wyoming Records Management Manual shall be adopted by the city of Riverton as its records management manual.

D. The city clerk shall implement a records retention schedule for each city division according to the state of Wyoming Records Management Manual adopted by the Wyoming Archives, Museum and Historical Department, Archives Records Management Division.

E. All divisions affected by this section are required to work directly with the city clerk’s office on records retention. The city clerk shall be advised of all requests for indexing, locating, microfilming and disposing of records through utilization of certificates of disposition provided by the city clerk’s office. All records requested to be turned over to the state of Wyoming Archives office will be submitted through the city clerk for the preservation of public records through reproductive processes (i.e., microfilming, microphotographic, photographic, photostatic) necessary for the archival retention. Disposition of records submitted to the city clerk will be archived or disposed of only after review and written approval of the respective division department heads.

Section 2. Chapter 2.13 of the Municipal Code for the City of Riverton is hereby revised to read as follows:

Chapter 2.13 ~~FINANCE DIRECTOR~~ CITY TREASURER

2.13.010 Appointment.

The governing body, by majority vote, shall appoint a ~~finance director~~ city treasurer. This position shall be set by contract as approved by the governing body. (Ord. 21-015 § 7, 2021; Ord. 17-018 § 2, 2017)

2.13.030 Duties generally.

The ~~finance director~~ city treasurer shall:

A. Attend all regular and special meetings of the city council, unless excused by the city administrator;

B. Be responsible for the day-to-day accounting activities, including but not limited to, accurate accounting for cash, bank reconciliations, journal entries, month-end balancing, reports, and city financial records; and

C. Perform all other duties required of him or her by law, this code or other ordinance of the city.

D. Keep a full and accurate account of all moneys received and disbursed by him or her in behalf of the city, specifying the date of receipt and disbursement, from who received and to whom disbursed, and on what account received and disbursed. He or she shall pay no money from the treasury, except upon order, to be drawn for the amount appropriated.

E. Supervise the billing and collection of all water and utility service charges and fees and shall maintain appropriate journals and records.

F. Quarterly, provide to the mayor and each member of the city council financial reports of the city, sufficient to fully inform the mayor and city council concerning the financial conditions of the city for the quarter immediately preceding the date of such financial reports.

(Ord. 17-018 § 2, 2017)

2.13.040 Ex officio treasurer generally.

~~—A. The finance director shall be ex officio city treasurer. As the city treasurer, he or she shall keep a full and accurate account of all moneys received and disbursed by him or her in behalf of the city, specifying the date of receipt and disbursement, from who received and to whom disbursed, and on what account received and disbursed. He or she shall pay no money from the treasury, except upon order, to be drawn for the amount appropriated.~~

~~—B. The finance director shall supervise the billing and collection of all water and utility service charges and fees and shall maintain appropriate journals and records.~~

~~—C. Quarterly, the finance director shall provide to the mayor and each member of the city council financial reports of the city, sufficient to fully inform the mayor and city council concerning the financial conditions of the city for the quarter immediately preceding the date of such financial reports. (Ord. 17-018 § 2, 2017)~~

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

Section 4. This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING June 20, 2023

PASSED ON SECOND READING July 5, 2023

PASSED ON THIRD READING _____

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

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Clerk of the City of Riverton, attest that Ordinance No. 23-007 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 _____.

Mia Harris
Administrative Services Director

CITY COUNCIL STAFF REPORT

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

FROM: Michael Miller – Director of Community Development

THROUGH: Kyle Butterfield – City Administrator

DATE: July 18th, 2023

SUBJECT: Rezone Riverview Cove Lots 1, 2, 3, and 4

PETITIONERS: City of Riverton

Recommendation: The City Council approve on second reading Ordinance No. 23-008 Rezone of Riverview Cove Subdivision Lots 1, 2, 3 and 4.

Background: Riverview Cove was annexed into the City of Riverton in March of 2022. It is a subdivision of five (5) lots. Four of those lots are currently zoned Residential District R-1 and one (1) lot is currently zoned Commercial District C-1.

Discussion: The four lots that are currently zoned R-1 were never intended to be zoned R-1 in discussions and plat/annexation paperwork. Those four lots were intended to be zoned Residential District R2-A. A clerical error was discovered that those four lots had been zoned R-1 by ordinance. Due to this error, it is being petitioned by the City of Riverton to rezone the four residential lots from R-1 to R2-A. Rezone notifications by letter and posted signage have been done with no responses opposing the rezone having been received.

The City Planning Commission Recommended Approval on June 22nd, 2023

City Council approved Ordinance No. 2023-008 on first reading at the July 5th, 2023 regular meeting

Alternatives:

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

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

PROPOSED ORDINANCE NO. 23-008

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF RIVERTON, WYOMING, DESIGNATING THE REZONE OF RIVERVIEW COVE SUBDIVISION LOTS 1, 2, 3, AND 4, CITY OF RIVERTON, FREMONT COUNTY, WYOMING, FROM RESIDENTIAL DISTRICT R-1 TO RESIDENTIAL DISTRICT R2-A.

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

Section 1. The following described property; having been the subject of a public hearing with proper notices should be and is zoned RESIDENTIAL DISTRICT R2-A

RIVERVIEW COVE SUBDIVISION LOTS 1, 2, 3 AND 3, CITY OF RIVERTON, FREMONT COUNTY

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

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

Section 4. This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING July 5th, 2023

PASSED ON SECOND READING _____

PASSED ON THIRD READING _____

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

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock
Mayor

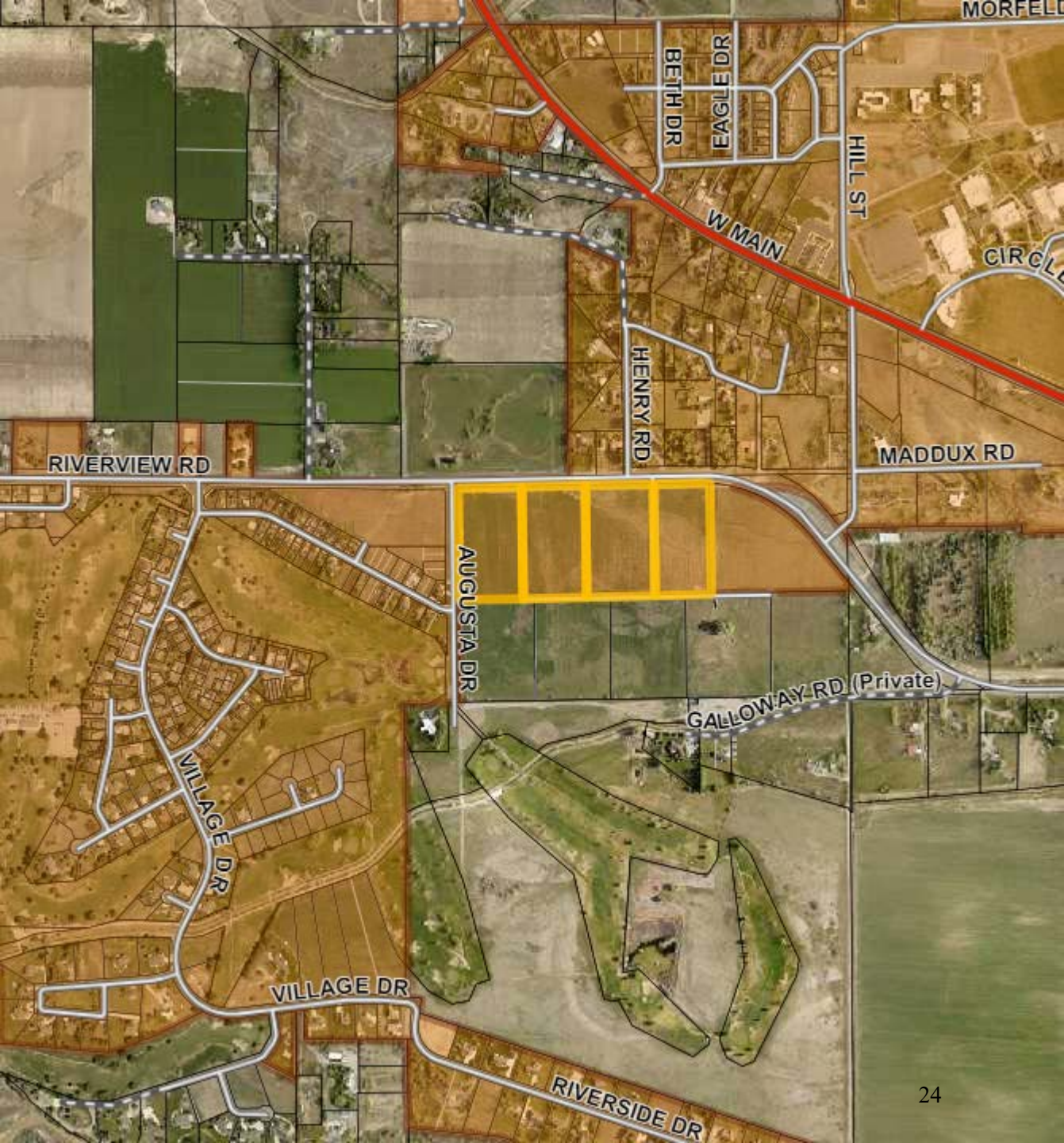
ATTEST:

Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Clerk of the City of Riverton, attest that Ordinance No. 23-008 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 _____.

Mia Harris
Administrative Services Director



MORFELL

BETH DR

EAGLE DR

HILL ST

W MAIN

CIRCLE

HENRY RD

RIVERVIEW RD

MADDUX RD

AUGUSTA DR

GALLOWAY RD (Private)

VILLAGE DR

VILLAGE DR

RIVERSIDE DR

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: July 18th, 2023

SUBJECT: REDDON ADDITION

PETITIONERS: Jay Reddon

Recommendation: The City Council adopt on first reading Ordinance No. 23-009 Reddon Addition.

Discussion: The petitioner, Jay Reddon, is requesting plat and annexation of Reddon Addition. The proposed parcels are already adjacent to the current city limit. These lots are located Along Raintree Drive, just north of Sandstone Circle. There are 5 lots being proposed for the subdivision, each zoned Residential District R2-A. Utility reviews were sent to all utilities with no exceptions noted. Neighbors were notified of the annexation with no responses received. A subdivision agreement will be required for the petitioner to put in a fire hydrant, but the lots proposed already have access to City services via Raintree Dr.

The City Planning Commission recommended approval on July 6th, 2023

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.

PROPOSED ORDINANCE NO. 23-009

AN ORDINANCE ANNEXING THE REDDON 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 SE1/4 NW1/4, Section 30, T1N., R.4E., W.R.M., Fremont County, Wyoming more particularly described as follows:

Commencing at the Northeast corner of the SE1/4 NW1/4, said Section 30; thence S00°18'02"E, along the east line of said SE1/4 NW1/4, 387.90 feet; thence S89°40'36"W 526.21 feet to the point of beginning of this description; thence continue S89°40'36"W 374.52 feet; thence S00°09'41"E 893.30 feet; thence S89°54'24"E 374.52 feet; thence N00°09'41"W 896.03 feet to the point of the beginning of this description

The parcel of land in the SE1/4 NW1/4, Section 30, T1N., R.4E., W.R.M., Fremont County, Wyoming will be zoned as follows:

- Lot 1 – Residential District R2-A
- Lot 2 – Residential District R2-A
- Lot 3 – Residential District R2-A
- Lot 4 – Residential District R2-A
- Lot 5 – Residential District R2-A

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 _____

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:

Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Clerk of the City of Riverton, attest that Ordinance No. 23-009 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 _____.

Mia Harris
Administrative Services Director

SUBDIVISION AGREEMENT

The City of Riverton, Wyoming, as Wyoming Municipal Corporation, (City), and Reddon Family Trust DTD 12/18/2018, (Subdivider), with respect to the Reddon Addition a certain parcel of land located within Riverton, Fremont County, Wyoming, agree as follows:

1. This Agreement pertains to the exact same real property that is correctly described below.
2. Subdivider is the owner in fee simple of all that real property described on Quit Claim Deed Document Number 2022-1438108, a parcel of land located in part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 30, Township 1 North, Range 4 East, Wind River Meridian, Fremont County, Wyoming being more particularly described as follows:

Commencing at the Northeast corner SE $\frac{1}{4}$ NW $\frac{1}{4}$, S. 00°18'02"E, along the East line of the said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 387.90 feet; thence S 89°40'36" W 526.21 feet to the point of the beginning of this description; thence continue S 89°40'36" W 374.52 feet; thence S 00°09'41" E 893.30 feet; thence S 89°54'24" E 374.52 feet; thence N 00°09'41" W 896.03 feet to the point of beginning of this description.

This parcel is subdivided into Lots 1, 2, 3, 4, and 5, as shown on the Plat of the Reddon Addition Subdivision, Fremont County, Wyoming.

3. The City of Riverton will Annex the Reddon Addition in whole as part of this agreement and Plat submittal in accordance with Riverton Municipal Code.
4. Subdivider will construct, in accordance with City of Riverton Water Facilities Standards (16.16.100 C) and at their own expense, a fire hydrant as approved by the City of Riverton. The fire hydrant is to be located on the west side of Raintree Dr. on Lot 3 of the Reddon Addition. Once completed the Developer must call the city to schedule a full inspection of the work performed.
5. Sewer main exists currently coming down from the North on Raintree Dr. Landowners wishing to build on individual lots are required to tap into and use this main sewer as their sole source of septic. Septic tanks are not approved.
6. Water main exists North on Raintree Dr. Landowners wishing to build on individual lots are required to tap into and use this main water line as their source of water.
7. The Subdividers requirements of city based improvements namely the Fire Hydrant in this agreement will need to be met and approved by the City of Riverton prior to issuance of any building permits or Certificates of Occupancy.
8. Subdivider agrees to call for inspections upon completion of all public improvement installations. Developer shall enter into a one year guarantee period following completion of

public improvements, in which developer agrees to maintain, repair, correct, and keep all public improvements in full operating order at its own expense. The City of Riverton, after the one year guarantee period by the developer, and following inspection and approval by the City, shall release the developer from all responsibilities and accept all public improvements and utilities. The City of Riverton will provide all maintenance on said streets, water mains, and already existing sewer mains built to City specifications following acceptance of the same. The City shall not obligated to further development or extension of any infrastructure.

9. The Subdivider shall offer surface water rights as it has, or may acquire, to City in the event the Subdivider elects to abandon surface water rights and has annexed into the City.
10. All construction performed within the confines of this subdivision shall be performed in direct compliance with RMC (Riverton Municipal Code) and ICC (International Code Council) as adopted by the City of Riverton.
11. No agreement, waiver, change, amendment, understanding or other alteration of these terms will be effective unless such alteration is in writing approved by the City Council of City, signed by the Mayor of City attested by the City Clerk of City and assigned by Subdivider.
12. This Agreement shall run with the land described herein and shall additionally be binding upon the heirs, assigns and successors in interest of Subdivider, except for any existing agreements between City and Subdivider.
13. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this contract the City of Riverton does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this contract. This contract is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any other third party or entity.
14. Notices shall be deemed delivered when deposited in the United States mail, first class postage prepaid and addressed as follows:

City of Riverton
816 North Federal Blvd.
Riverton, WY 82501

Reddon Family Trust DTD 12/18/2018
4350 West Mountain View Dr.
Riverton, WY 82501

Or such other address as is provided in writing to the other party.

(REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

Dated: _____

Dated: _____

Reddon Family Trust DTD 12/18/2018:

City of Riverton, Wyoming:

By: _____

By: _____

Print name and title

Tim Hancock, Mayor

ATTEST:

ATTEST:

By: _____

By: _____

Print name

Mia Harris, City Clerk/Administrative Services Director

Title: _____

State of _____)

) ss

County of _____)

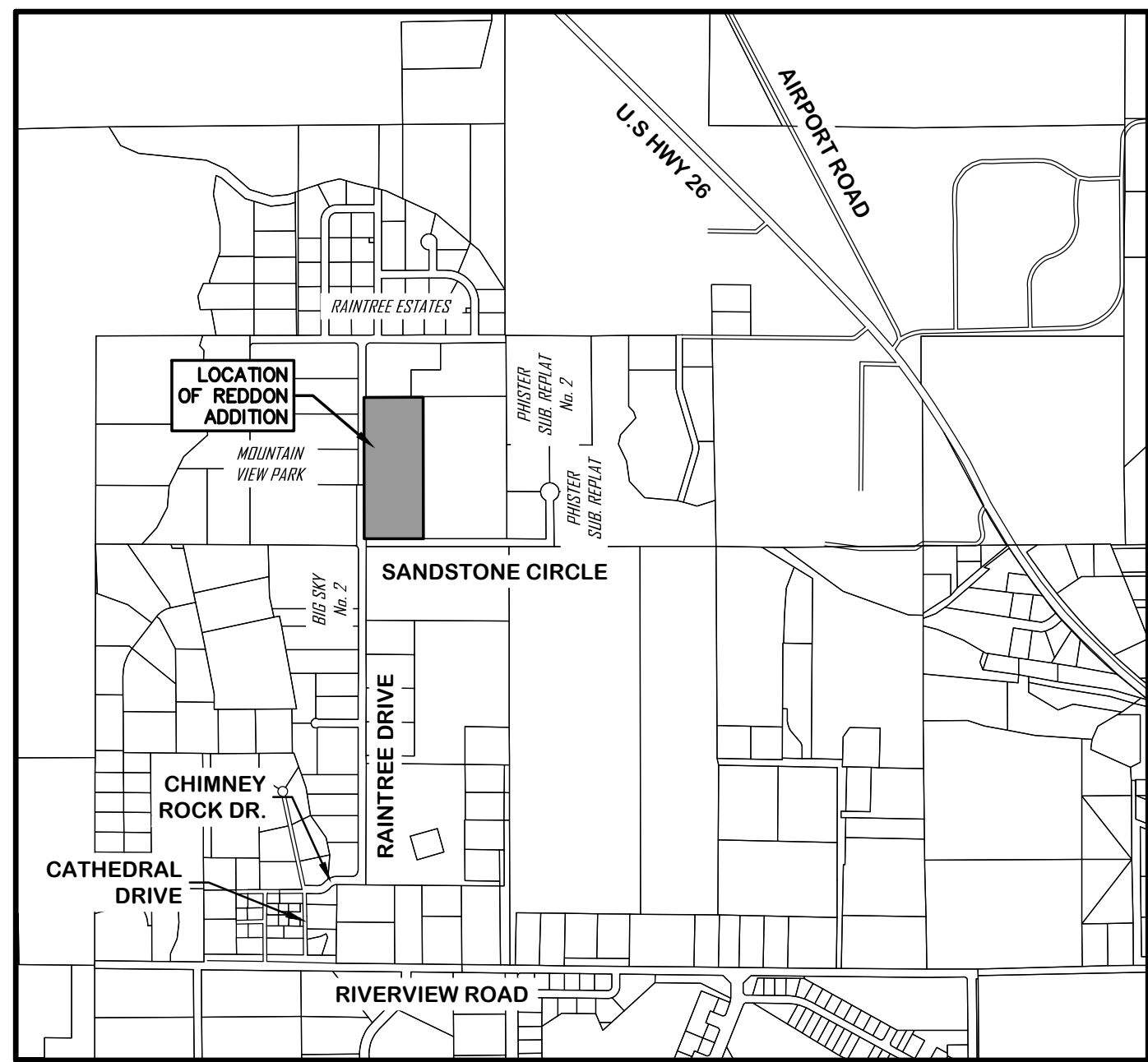
On _____, 2023, before me, the undersigned Notary Public

in and for said County, personally appeared _____,

that executed the within and foregoing instrument.

Notary Public

My commission expires: _____



LOCATION MAP
NO SCALE

**CITY OF RIVERTON
PLANNING COMMISSION CERTIFICATE**

This Plat of Reddon Addition, City of Riverton, Fremont County, Wyoming, approved by the City of Riverton Planning Commission this _____ day of _____, 2023.

Robert Scheidemantel, Chairperson

APPROVED

City Council of Riverton

Date: _____

By: _____
Timothy Hancock, Mayor

By: _____
Kristen S. Watson, City Clerk

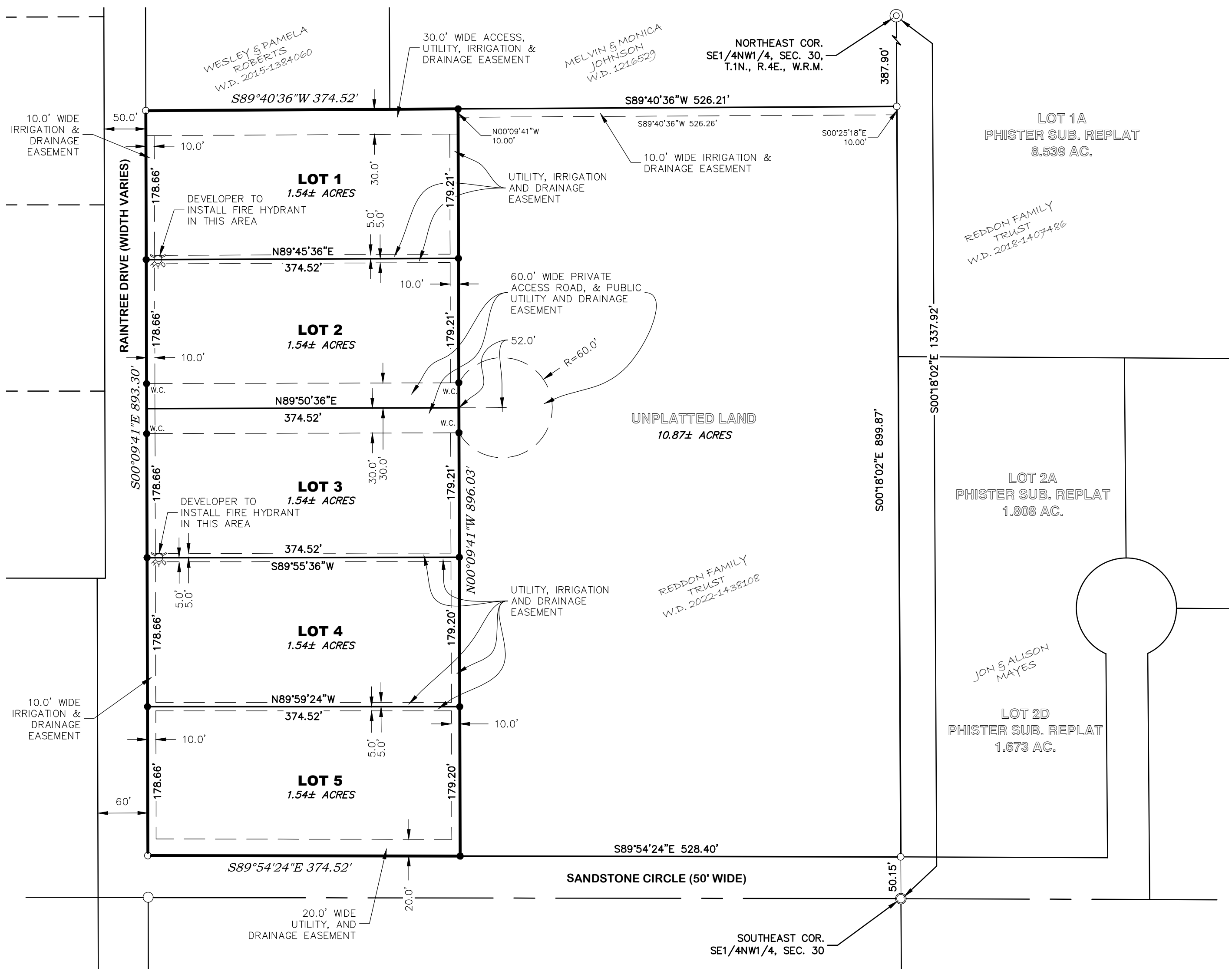
CLERK OR RECORDER'S CERTIFICATE

This plat of Reddon Addition was filed in the office of Clerk and Recorder of Fremont County at _____ o'clock _____ M., on the _____ day of _____, 2023, and is duly recorded in Plat Cabinet _____, page _____, Document No. _____

Julie Freese
County Clerk and Recorder

Signature
Deputy County Clerk and Recorder

Printed Name



LEGEND

- - 1-1/2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET, INSCRIBED PLS 8972
- ⊙ - EXISTING BLM BRASS CAP MONUMENT
- - EXISTING 1-1/2" DIA. IRON PIPE MONUMENT
- - EXISTING 2" DIA. ALUMINUM CAP MONUMENT
- - EXISTING 1-1/2" DIA. ALUMINUM CAP MONUMENT

NOTES:

1. THIS PROPERTY TO BE ANNEXED INTO THE CITY OF RIVERTON WITH THE APPROVAL OF THIS PLAT BY THE CITY OF RIVERTON. ZONING FOR THESE LOTS TO BE R-2A. SEE CITY OF RIVERTON MUNICIPAL CODE, TITLE 17, FOR DETAILS.
2. ACCESS TO WATER AND SEWER SERVICES WILL BE REGULATED BY THE CITY OF RIVERTON SYSTEM.
3. THESE LOTS HAVE RECORD WATER RIGHTS. SEE "IRRIGATION" NOTES ON THIS PLAT.
4. NO LOT OWNER SHALL IMPEDE, OBSTRUCT, DIVERT, OR IN ANY WAY POLLUTE ANY IRRIGATION DITCH ON LAND WITHIN THIS SUBDIVISION.
5. THE UTILITY EASEMENTS SHOWN HEREON ARE FOR THE BENEFIT OF THE LOT OWNERS IN THIS SUBDIVISION AND ALSO FOR THE BENEFIT OF PROPERTIES BOTH ADJOINING AND NOT ADJOINING THE BOUNDARY OF THIS SUBDIVISION.
6. THE IRRIGATION AND DRAINAGE EASEMENTS SHOWN HEREON, INCLUDING THE 10' WIDE IRRIGATION AND DRAINAGE EASEMENT SHOWN ALONG THE NORTH BOUNDARY OF THE ADJOINING 10.87 ACRE PARCEL, ARE FOR THE BENEFIT OF THE LOT OWNERS IN THIS SUBDIVISION.
7. THE SURFACE ESTATE OF THE LAND TO BE SUB-DIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

IRRIGATION:

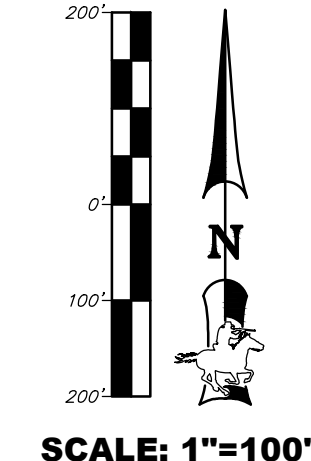
IRRIGATION WATER IS DELIVERED TO THIS LAND THROUGH THE LECLAIR IRRIGATION DISTRICT ADJUDICATED WATER RIGHTS PERMIT No. 7300, STATE OF WYOMING, THROUGH THE LECLAIR-RIVERTON No. 2 CANAL, DIVERTING FROM THE BIG WIND RIVER

THERE ARE 7.70 ACRES OF RECORD WATER RIGHTS WITHIN THIS PLATTED PARCEL. BETWEEN THE FIVE LOTS, THE WATER RIGHTS ARE DIVIDED AS FOLLOWS:
 1.54 ACRES IN LOT 1,
 1.54 ACRES IN LOT 2,
 1.54 ACRES IN LOT 3,
 1.54 ACRES IN LOT 4,
 1.54 ACRES IN LOT 5.

HISTORICALLY IRRIGATION WATER HAS BEEN AVAILABLE AT THE NORTHEAST CORNER OF THE PARENT PARCEL AS SHOWN HEREON. USE OF WATER RIGHTS BY THESE LOTS HAS BEEN ACCOMMODATED BY IRRIGATION EASEMENTS SHOWN HEREON. IRRIGATION ON THESE LOTS IS TO BE BY USE OF SPRINKLER IRRIGATION ONLY. FLOOD IRRIGATION IS PROHIBITED.

AVAILABLE DELIVERY OF WATER IS DETERMINED BY THE LECLAIR IRRIGATION DISTRICT. FOR MORE INFORMATION VISIT THEIR MAIN OFFICE IN RIVERTON, WYOMING OR CALL 307-856-4018.

THE PARENT PARCEL BEING THAT LAND DESCRIBED IN WARRANTY DEED DOCUMENT No. 2022-1438108



CERTIFICATE AND DEDICATION OF TITLE

Know all men by these presents that the Reddon Family Trust DTD 12/18/18 is the owner in fee simple of all that real property described as follows:

A parcel of land located in the SE1/4NW1/4, Section 30, T.1N., R.4E., W.R.M., Fremont County, Wyoming, more particularly described as follows:
 Commencing at the Northeast corner of the SE1/4NW1/4, said Section 30; thence S00°18'02"E, along the east line of said SE1/4NW1/4, 387.90 feet; thence S89°40'36"W 526.21 feet to the point of beginning of this description; thence continue S89°40'36"W 374.52 feet; thence S00°09'41"E 893.30 feet; thence S89°54'24"E 374.52 feet; thence N00°09'41"W 896.03 feet to the point of beginning of this description.

Be it further known that Jay A. Reddon and Jill Reddon are Trustees of said Reddon Family Trust, and have caused this property to be platted into lots and easements, as shown hereon and designated the same to be henceforth known as Reddon Addition, City of Riverton, County of Fremont, State of Wyoming; and do hereby dedicate to the public, for their indicated use, the utility, irrigation and drainage easements as shown on this plat.

Witness my hand this _____ day of _____, 2023.

Jay A. Reddon, Trustee of Reddon Family Trust DTD 12/18/18

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

This Instrument was acknowledged before me on _____, 2023.
by Jay A. Reddon.

Notary Public

My commission expires _____

Witness my hand this _____ day of _____, 2023.

Jill M. Reddon, Trustee of Reddon Family Trust DTD 12/18/18

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

This Instrument was acknowledged before me on _____, 2023.
by Jill M. Reddon.

Notary Public

My commission expires _____

SURVEYOR'S CERTIFICATION

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

I, Thomas A. Johnson, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of the Reddon Addition to the City of Riverton, containing 7.7 acres more or less, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property made by me and under my supervision and correctly shows the location and dimensions of the lots and easements of said subdivision as the same are staked upon the ground in compliance with Fremont County Subdivision regulations governing the subdivision of land.

In witness whereof I have set my hand and seal this _____ day of _____, 2023.

Thomas A. Johnson, PLS No. 8972

**PLAT OF
REDDON ADDITION
TO THE
CITY OF RIVERTON
LOCATED IN
SE1/4NW1/4, SECTION 30,
T.1N., R.4E., W.R.M.,
FREMONT COUNTY, WYOMING**

CITY COUNCIL STAFF REPORT

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

FROM: Michael Miller – Director of Community Development

THROUGH: Kyle Butterfield – City Administrator

DATE: July 18th, 2023

SUBJECT: Rezone Presbyterian Church Addition Replat Lots 2 and 3

PETITIONERS: United Presbyterian Church

Recommendation: The City Council approve on first reading Ordinance 23-010 Rezone of Presbyterian Church Addition Replat Lots 2 and 3

Background: The Presbyterian Church Addition Replat Lots 2 and 3 are lots located along Elk Drive and the corner of North Broadway and Elk Drive. The lots are located in a Residential District R-2 zone and East of a Residential District R-1 zone. The lots are currently zoned as Residential District (“R-2”) and the petitioners are requesting to rezone this lot to a Office and Institutional District (“C-O”).

Discussion: The United Presbyterian Church is requesting this rezone to facilitate the sale of the two lots. The potential buyers would need the lots to be zoned C-O to have their business/facilities located on the two lots. The intended use by the buyers is for a human health facility, specifically a behavioral health facility geared towards children and families.

The City Planning Commission recommended approval on July 6th, 2023.

Alternatives:

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

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

PROPOSED ORDINANCE NO. 23-010

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF RIVERTON, WYOMING, DESIGNATING THE REZONE OF PRESBYTERIAN CHURCH ADDITION REPLAT LOTS 2 AND 3, CITY OF RIVERTON, FREMONT COUNTY, WYOMING, FROM RESIDENTIAL DISTRICT R-2 TO RESIDENTIAL DISTRICT R2-A.

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

Section 1. The following described property; having been the subject of a public hearing with proper notices should be and is zoned OFFICE AND INSTITUTIONAL DISTRICT (“C-O”)

PRESBYTERIAN CHURCH ADDITION REPLAT LOTS 2 AND 3, CITY OF RIVERTON, FREMONT COUNTY

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

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

Section 4. This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING _____

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:

Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Clerk of the City of Riverton, attest that Ordinance No. 23-010 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 _____.

Mia Harris
Administrative Services Director

City of Riverton Wyoming

Petition for Zone Request

\$300.00 Fee is due at the time of filing and is non-refundable.

- Fee includes: Preparation of notification list,
- Preparation of notification letters,
(City will mail),
- One property sign,
- Newspaper hearing notice,
- Publication of zone change, and
- Revision of master zoning map

For office use only

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

I (We), (Name) United Presbyterian Church (Ph#) 307-851-2352
clo Lori Weber

(Address) 1103 N. Broadway, Riverton, WY 82501

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

Subdivision Presbyterian Church ^{Addition} Replat Block(s) _____

Lot (s) 2 + 3 Parcel _____

Address 1103 N. Broadway Existing Zoning R-2

Proposed New Zoning Designation C0

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

Sell to a health-care facility.

Lori Weber
Signature of Property Owner(s)
Clerk of Session

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

Return petition to City of Riverton, Community Development Department, 816 North Federal Blvd, Riverton, Wyoming 82501. **\$300.00 Fee is due at the time of filing and is non-refundable.**

To be attached with this petition:

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

Responsibilities of Petitioner

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

May 22, 2023

City of Riverton
Community Development Department
816 North Federal Blvd.
Riverton, WY 82501

Re: Rezoning

Ladies & Gentlemen,

The United Presbyterian Church of Riverton, Wyoming petitions for a rezoning of Presbyterian Church Addition Lots 2 and 3 from R-2 to CO because:

Need: we are selling the property to a group that intends to use the property for a health-care facility and thereby needs the zoning changed.

Impact: We are pleased with the intended purpose of the property especially since our congregation has reached an age where we are no longer able to maintain the facility as we would like and several are on a fixed retirement income where they can no longer contribute much to help pay for exterior painting, tree trimming, lawn care, etc. We trust that the facility maintenance and grounds upkeep will be enhanced by the upcoming transfer of ownership; therefore, the change will enhance the neighborhood.

Distance: The property is within walking distance to Community Bank, Walmart, Atlantic City Federal Credit Union, Jacks Saw Shop, Sundowner, and several other businesses. The property is across the street from Logan Park.

Access/Traffic: The property already has access off of North Broadway which is moderately busy.

Utilities: The property already has water, sewer, gas, and electricity.

Impact on City Facilities: The medical facility will bring job opportunities to the area that will undoubtedly offset any increase in use of sewer, water, sanitation, fire, police, traffic, parks and schools.

Thank you for your consideration of this request.



Lori Weber
Clerk of Session
United Presbyterian Church of Riverton, WY
1103 North Broadway
Riverton, WY 82501
307-851-2352 (personal cell phone)



LOGAN CIR

1103

ELK DR

NORTHVIEW DR

WESTVIEW DR

CITY COUNCIL STAFF REPORT

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

FROM: Mia Harris, Administrative Services Director

THROUGH: Kyle Butterfield, City Administrator

DATE: July 14, 2023,

SUBJECT: Community Contracts for Services Funding Agreements

Recommendation: That the City Council approves the proposed Community Contracts for Services Funding Agreements of the approved community service providers for the 2023-2024 fiscal year.

Background: The City of Riverton receives direct distribution funding from the State of Wyoming each year. Historically, the monies are allocated towards one-time purchases and capital expenditures, and a portion is provided to local programs and organizations that benefit the community's citizens. These organizations are not under the direct oversight of the City of Riverton and are not maintained as city departments.

Discussion: The most recently approved FY23-24 budget, the city council approved funding requests totaling \$275,000 to thirteen entities.

Organization	Approved Funding
Central Wyoming CATS	\$5,000
Riverton Swim Club	\$3,000
Fremont County Youth Services	\$20,000
Riverton Volunteer Fire Department	\$5,000
Riverton Little League	\$2,500
Volunteers of America	\$1,700
PAWS	\$45,000
Chamber of Commerce	\$16,000
Injury Prevention Resources	\$4,000
Riverton Senior Citizens Center, Inc.	\$10,000
R Recreation	\$127,000
Family & Community Support Team	\$1,800
Eagle's Hope Transitions	\$34,000
	\$275,000

The term of each of the contracts is from July 1, 2023, through June 30, 2024. The City's obligation to pay the entities for services is conditional upon the availability of funds. Funding

requests of \$5,000 or less will be distributed in one payment. Requests over \$5,000 will be provided quarterly.

Alternatives: The council may direct the staff to modify any proposed agreements.

Budget Impact: The approved funding creates a budget impact of \$275,000 this fiscal year. The monies resulted from direct distribution funding and were approved at the June 13, 2023, budget adoption meeting.

Council Goal: #5 Budget – Support community improvements and events.

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Central Wyoming Children’s Center for Art, Technology & Science (CATS), hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$5,000, payable in a single installment.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

Central Wyoming Children’s Center for Art,
Technology & Science

Karen Bergquist, Chair

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Riverton Swim Club, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$3,000, payable in a single installment.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
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15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RIVERTON SWIM CLUB

Heather Hovander, President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Juvenile Justice Services of Fremont County, also known as Youth Services, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$20,000, payable in quarterly installments.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
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to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

FREMONT COUNTY COMMISSIONERS

Larry Allen, Chair

ATTEST:

Julie A. Freese, Fremont County Clerk

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Riverton Volunteer Fire Department, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$5,000, payable in a single installment.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
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6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RIVERTON VOLUNTEER FIRE
DEPARTMENT

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Riverton Little League, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$2,500, payable in a single installment.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RIVERTON LITTLE LEAGUE

Brock Olson, President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Volunteers of America Northern Rockies, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$1,700, payable in a single installment.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

Volunteers of America Northern Rockies

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

AGREEMENT FOR ANIMAL SHELTER SERVICES

The City of Riverton, Wyoming, a municipal corporation (CITY), and Paws for Life Animal League, a Wyoming non-profit corporation, (PAWS) enter into this Agreement.

WITNESSETH:

WHEREAS, the City of Riverton owns the Animal Shelter facility; and

WHEREAS, the City of Riverton has operated the Riverton animal shelter as a public animal shelter for many years and wishes to allow PAWS to operate such facility, and;

WHEREAS, the parties recognize that the facility is intended to serve the law enforcement and public needs of CITY by providing, among other things, a humane facility for the care and disposition of animals taken into custody by the animal control officers of the Riverton Police Department, and others as space is available and adoptability is determined, and;

WHEREAS, the facility is secondarily intended to serve the broader needs of the citizens of Riverton by providing a central location to properly provide for the care of unwanted, mistreated or stray animals that may be returned to their owners or adopted out to new owners, and;

WHEREAS, to promote public welfare, it is intended by the parties that a joint effort be made to operate the Facility with a combination of public and private funds; and

WHEREAS, CITY AND PAWS acknowledge that the service being provided by PAWS pursuant to this agreement is a public benefit, the parties also acknowledge that it is the goal of both parties that PAWS continues working to obtain funding from other sources other than the City to provide a humane facility for the care and disposition of animals taken into custody, because the City due to present funding set forth in the Wyoming Statutes must rely on the legislature for its funding. The City may not be able to purchase services at the level described herein and therefore, cannot make any commitment to provide future funding for the services described in this agreement except as specifically set forth herein.

NOW THEREFORE, the parties agree as follows:

1. **PREMISES.** PAWS has secured a lease from CITY for the real property commonly described as the Riverton Animal Shelter located at 515 South Smith Road, Riverton, Wyoming, together with parking lot and related improvements erected thereon, with all the rights, privileges, easements and appurtenances thereto.
2. **TERM.** This agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. **Definition.** For the purpose of this agreement, animal(s) is defined as dog(s) or cat(s), pursuant to R.M.C. Section 6.08.010.
4. **USE OF THE PREMISES.** Subject to the lease agreement with the City of Riverton, PAWS shall have the exclusive use and control of the premises for animal sheltering purposes in providing residents of the City of Riverton, Fremont County with adoption service, impoundment and other animal shelter functions under the conditions set forth below, and related incidental purposes for any other legally permissible business or commercial venture. PAWS shall not use the premises in such a manner as to violate any applicable law, rule, ordinance, regulation, resolution, and policies as directed by Riverton City Council.
5. **OPERATION OF FACILITY.** PAWS agrees to operate the facility as a public animal shelter according to mutually established hours of operation and fee structure established in consultation with CITY and adopted by Resolution and to comply with the provision of Chapter 6 of the Riverton Municipal Code pertaining to animals. Said fees and hours of operation shall be reviewed and adjusted by resolution of the CITY.
6. **SERVICES.** PAWS agrees to:
 - a. Supervise and manage the shelter in a business-like and professional manner.
 - b. Accept all animals during regular business hours at the shelter from the Riverton Police Department (RPD) and City Animal Control personnel or brought to the shelter by the City Animal Control personnel as a result of enforcement of applicable city ordinances or state statutes regarding animals, at no cost to the city for the care, maintenance, veterinary services, feeding of any such animal. Specifically, dogs and cats from within the Riverton City limits and jurisdictional boundaries. Such access shall be by means of a secure area that is mutually agreed upon between PAWS and the Riverton Police Chief.
 - c. Provide after business hours or on-call personnel for the emergency calls from the Riverton Police department for services.
 - d. Provide for after hours emergency access to an animal drop off area as coordinated between RPD and PAWS
 - d. Care for animals delivered to them, which shall include obtaining veterinary care as necessary for injured and sick animals and vaccination of all animals made available for adoption.
 - e. Provide daily boarding, care, and euthanasia of animals housed and/or disposed of at the Riverton Animal Shelter in accordance with ordinances or resolution and fee schedules adopted from time to time by CITY.
 - f. Collect and retain fees related to animal care and adoption, including impoundment fees, boarding charges, adoption fees, and sale of City Dog licenses, and shall redeem spay/neuter certificates as specified in city resolution.
 - g. Establish and maintain records for receipts and registration of dogs pursuant to city code.
 - h. Accept requests from animal owners to surrender their animals to PAWS for adoption or other disposition as space and adoptability is available and collect the

- fee as specified in city resolution.
 - i. Provide a procedure for adoption of animals not claimed by legal owners upon expiration of the periods stipulated in city ordinance for hold of such animals.
 - j. Arrange for and dispose of euthanized animals that cannot appropriately be returned to their owners or adopted, according to city ordinance.
 - k. Permit the CITY to inspect the animal shelter premises at any and all reasonable times without prior notice of such inspection.
 - l. All property or fixtures remaining in usable condition and/or formerly owned by the CITY, or which was purchased with proceeds of this Agreement, shall be returned to the City upon termination of this Agreement.
 - m. Any alterations to the facility or relocation of fixtures must have prior written approval by CITY, excepting reasonable wear and tear.
 - n. PAWS will strive to reduce the number of animals that are housed for long periods. Occupancy will be reduced over time to alleviate any overcrowding. Occupancy will not exceed 30 dogs and 30 cats by October 1, 2023. Occupancy will not exceed 25 dogs and 25 cats by June 1, 2024. The occupancy will not include animals which recently been brought to PAWS and are within the 5-day intake period as outlined in the Riverton Municipal Code. The occupancy would only include animals housed at the PAWS facility and would exclude Fremont County animals.
7. **CONSIDERATION.** In consideration for the above services, CITY shall pay PAWS forty five thousand dollars (\$45,000), payable in four (4) quarterly payments of eleven thousand two hundred and fifty dollars (\$11,250) each as denoted in the separate service agreement for funding.
8. **REPORTING.**
- a. PAWS agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested, shall be provided within 14 calendar days of the request.
 - b. PAWS agrees to provide CITY with written annual narrative and statistical activity reports. These reports shall include statistics of number of animals that services were provided; disposition, adoption, expenses incurred and other relevant information.
9. **CHARGES AND TAXES.**
- a. CITY shall pay utilities costs as described in the lease agreement between PAWS and CITY. PAWS shall be responsible for all other operating costs, unless described therein.
 - b. PAWS shall pay all sales taxes imposed resulting from the operation of the facility.
 - c. PAWS must provide proof of coverage of Workers' Compensation in effect as required by Wyoming law, for all employees or agents providing services under

this Agreement to the City.

- d. Donations, registration fees, adoption fees, surrender fees, reclamation or redemption fees and monies raised by PAWS, including revenue generated by any agreement with a third party, remains the sole property of PAWS.
- e. Fees shall be established with the mutual agreement of the parties and adopted by resolution, to be reviewed annually. Fines and court costs are specifically not included and will not be the property or revenue of PAWS.

10. **INSURANCE AND LIABILITY FOR DAMAGES.**

- a. PAWS agrees to secure public liability insurance to protect PAWS and to furnish a certificate to CITY to show such insurance is in force. Such certificate shall provide coverage in an aggregate annual limit not less than \$500,000 with respect to premises and operations of the Shelter.
- b. PAWS shall indemnify and hold harmless the CITY and its agents and employees from and against all claims, suits, damages, losses and expenses, including but not limited to attorney fees and court costs, arising out of or resulting from any negligent acts, errors or omissions, or willful misconduct of PAWS, or its agents and employees in the performance of its services and duties hereunder.
- c. CITY shall indemnify and hold harmless PAWS and its agents and employees from and against all claims, suites, damages, losses and expenses, including but not limited to attorney fees and court costs, arising out of or resulting from any negligent acts, errors, or omissions, or willful misconduct of the CITY, or its agents and employees in the performance of its services and duties hereunder.
- d. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirement under the Wyoming Governmental Claims Act, nor to increase the liability of the CITY to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.

11. **TERMINATION.** This agreement may be terminated by either PAWS or the CITY with or without cause upon 30 days written notice. In the event of termination by CITY, CITY agrees to make payment to PAWS a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 10, below.

12. **AVAILABILITY OF FUNDS.** CITY'S obligation to pay PAWS for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay PAWS hereunder. If, in the sole discretion of the governing body of CITY, funds are not available for CITY to pay PAWS for the performance of the services, CITY may terminate this agreement at any time in its discretion without further liability or obligation.

CITY shall notify PAWS thirty (30) days in advance if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to CITY in the event termination of this agreement occurs. CITY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to PAWS or any

other person or entity as a result of termination under this section.

13. **CONFORMANCE WITH LAWS.** PAWS agrees to comply with all municipal, state, and federal ordinances, laws, rules, and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
14. **AMENDMENT OR MODIFICATION.** No amendment or modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
15. **ASSIGNMENT.** This Agreement is not assignable without the prior written consent of the parties.
16. **CHOICE OF LAW.** The laws of the State of Wyoming govern this Agreement.
17. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
18. **ENTIRE AGREEMENT.** This six (6) page document constitutes the entire agreement of the parties, superseding all previous agreements between CITY and PAWS.
19. **RELATIONSHIP OF PARTIES.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
20. **NOTICE.** All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by regular mail or delivery in person.

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

PAWS FOR LIFE ANIMAL LEAGUE

Pamela Canham, President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Riverton Chamber of Commerce, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$16,000, payable in quarterly installments.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RIVERTON CHAMBER OF COMMERCE

James Bunker, President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Injury Prevention Resources, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$4,000, payable in a single installment.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

INJURY PREVENTION RESOURCES

Noel Cooper, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Riverton Senior Citizens Center, Inc, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$10,000, payable in quarterly installments.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RIVERTON SENIOR CITIZENS CENTER,
INC.

Lori Weber, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and ‘R’ Recreation, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$127,000, payable in quarterly installments.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

'R' RECREATION

Mary Axthelm, Program Director

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Family & Community Support Team, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$1,800, payable in a single installment.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

FAMILY & COMMUNITY SUPPORT TEAM

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the “City” and Eagle’s Hope Transitions, hereinafter referred to as “Entity”, enter into this Agreement.

WHEREAS, Entity provides certain services to the City; and

WHEREAS, in exchange for such services the City agrees to provide certain funding to Entity as herein provided; and

WHEREAS, City and Entity acknowledge that the service being provided by Entity pursuant to this agreement is a public benefit.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Entity has presented to the City a proposal for use of the funds and agrees that it shall use the funds as specified therein in conjunction with services provided to the citizens of the City of Riverton.
2. CONSIDERATION. In consideration for the above services, City shall pay Entity the total sum of \$34,000, payable in quarterly installments.
3. TERM. The term of this Agreement shall be from July 1, 2023, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.
4. REPORTING. Entity agrees that it shall file a report to the City on or before May 1, 2024 that will detail the use of the funds paid by the City during the last year. The City shall also have the right at any time during the term of this Agreement to request a report on use of the funds, including receipts for expenditures, which report if requested shall be provided within 14 calendar days of the request.
5. TERMINATION. This Agreement may be terminated by either party for any reason or no reason at all, upon fifteen (15) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party’s usual place of business. In the event of termination by City, City agrees to make payment to ENTITY a prorated amount for the current period through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.
6. AVAILABILITY OF FUNDS. City’s obligation to pay Entity for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay Entity hereunder. If, in the sole discretion of the City, funds are not available for City to pay Entity for the performance of the services, City may terminate this agreement at any time in its discretion without further liability or obligation. City shall notify Entity at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue

to City in the event termination of this agreement occurs. City shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Entity or any other person or entity as a result of termination under this section.

7. CONFORMANCE WITH LAWS. Entity agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, or ancestry.
8. INDEMNIFICATION. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
9. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
10. ASSIGNMENT. This Agreement is not assignable without prior written consent of the parties.
11. GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the City or Entity to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
12. CHOICE OF LAW. The laws of the State of Wyoming govern this agreement.
13. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
14. ENTIRE AGREEMENT. This three (3) page document constitutes the entire agreement of the parties, superseding all previous agreements between City and Entity.
15. RELATIONSHIP OF PARTIES. It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.
16. THIRD PARTY BENEFICIARY RIGHTS. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions herein are intended only to assist the parties in determining and performing their obligations under this Contract.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2023

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

EAGLES HOPE TRANSITIONS

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.

Notary Public

My Commission expires: _____