City of Riverton
Regular Council Meeting
Tuesday, July 15, 2025 at 7:00 pm

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

At 6:45 P.M. on Tuesday, July 15, 2025, 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, Karen E. Johnson
Ward II: Karla Borders, Rebecca Pierson-Lewis
Ward III: Mike Bailey, Eric P. Carr

5) Declaration of Quorum.

6) Approval of the Agenda.

7) Introduction & Oath of Office: Patrol Officer.

8) Reports and Comments:
- Council Committee Reports and Council Members' Roundtable.
- City Administrator's Report.
- Mayor's Comments.

9) Communication from the Floor – Citizens' Comments.

10) Consent Agenda:
- Approval of the Minutes – July 1, 2025 Regular Council Meeting.
- Approval of the Minutes – July 15, 2025 Finance Committee Meeting.
- Approval of the Finance Committee Recommendations – July 15, 2025.
- Community Contracts for Service: Funding Agreement – Eagle's Hope Transitions.
- Community Contracts for Service: Funding Agreement – Fremont County Association of Governments (dba WRTA).
- Community Contracts for Service: Funding Agreement – Injury Prevention Resources.
- Community Contracts for Service: Funding Agreement – Juvenile Justice Services of Fremont County.
- Community Contracts for Service: Funding Agreement – R' Recreation.
- Community Contracts for Service: Funding Agreement – Riverton Chamber of Commerce.
- Community Contracts for Service: Funding Agreement – Riverton Volunteer Fire Department.

11) Indoor Activity and Ice Center Feasibility Study Report.

12) Consideration of Ordinance No. 25-006, 3rd & Final Reading: Charter Franchise Agreement.

13) Public Hearing & Consideration: Fireworks Permit Application, Riverton Rendezvous Balloon Committee, July 19, 2025.

14) Public Hearing & Consideration of Retail Liquor License Transfer of Ownership from Sanderi, LLC to Mt Everest Indian and Nepalese Bistro, LLC.

15) Bid Award: Operations Truck.

16) Bid Award: Weed & Pest Tractor.

17) Grant Writing Master Service Agreement – Lexipol, LLC.

18) FY25 Audit Engagement Agreement – ClingerHagerman, LLC.

19) Consideration of Resolution No. 1530: Riverton Youth Council Membership Changes.

20) Youth Council Membership Selection.

21) Executive Session – If Needed.

22) Adjourn.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held July 1, 2025
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 Rebecca Pierson-Lewis (telephonically), Mike Bailey, Karla Borders (telephonically), Kyle Larson, and Karen Johnson. Council Member Bailey led the Pledge of Allegiance, and Mayor Hancock conducted the invocation.

Roll call was conducted. Council Member Larson moved, seconded by Council Member Bailey, to excuse Council Member Eric Carr from the meeting. The motion passed unanimously. Mayor Hancock declared a quorum of the council.

City Staff present: City Administrator Kyle Butterfield, Public Works Director Brendan Thoman, Community Development Director Gary Michaud, Police Chief Eric Hurtado, and Deputy City Clerk Max Batista.

Approval of the Agenda – Council Member Bailey moved, seconded by Council Member Larson, to approve the agenda with the removal of agenda item number 11) Optional ½% Excise Tax for Economic Development – Epic Salon Spa Presentation. The motion passed unanimously.

Retirement Recognition – Dan Adcock – Public Works Director Brendan Thoman and Mayor Hancock took a moment to recognize Dan Adcock and wished him a happy retirement, honoring his dedicated service to the City of Riverton.

Council Committee Reports & Council Members' Roundtable – Council Members Bailey, Larson, and Karen Johnson all expressed their sincere appreciation to the Riverton Police Department for their swift response in solving the recent string of convenience store robberies. Council Member Borders reported on an upcoming paint-and-create fundraiser that Paws for Life Animal League plans to host. Council Member Johnson additionally urged the council and city staff to convene meetings focused on strategies to reduce crime and code violations throughout Riverton, and she challenged council members to personally walk their wards to foster friendly engagement with residents and promote cleanup efforts.

City Administrator's Report – City Administrator Kyle Butterfield reported on several key updates, beginning with a summary of the recent Planning Commission meeting and preparations for the upcoming 1838 Rendezvous event, for which city staff collaborated with the 1838 Rendezvous Association to ensure a successful outcome. He also noted a Transportation Alternatives Program project currently out for bid that will enable the installation of sidewalks to improve safe routes to school around Willow Creek Elementary. Mr. Butterfield expressed solidarity with the community and first responders in Idaho during their recent tragedy and provided updates on the Riverton Police Department, including the installation of mobile data terminals in patrol vehicles, the addition of two used police vehicles to the fleet, and the forthcoming swearing-in of a new Police Lieutenant and Patrol Officer. He thanked the council for its continued support of the Police Department. Mr. Butterfield also highlighted a local community project, celebrating the Rotary Club's partnership with a Girl Scout troop at Dacey's Dog Park, where the troop contributed new amenities for the dogs. He concluded with an update on the multi-sport activity center feasibility study, noting that results will be presented at the July 15, 2025, Regular City Council Meeting, and expressed appreciation to County 10 for their collaboration in delivering recap podcasts to residents.

Mayor's Comments – Mayor Hancock provided a comprehensive update on his recent engagements, including his meeting with Damian Cortez, his participation in Fremont County Association of Governments (FCAG) meeting and Rotary events, his attendance at the rock festival, and his acknowledgment of Jim Gores's retirement.

Communication from the Floor – Fred Petroy expressed his dissatisfaction over the response of some council members after calling each of them. He also expressed his opposition to the opening prayers during council meetings. Cindy Olsen-Roden reported on upcoming events organized by the Riverton Chamber of Commerce & Visitor Center. Ron Warpness reported on Jim Gore's retirement party and encourages the council to continue the opening prayer during council meetings. Tim Nicols and Kimber Tower updated the council on public transit developments in Fremont County and the potential combination of services between the Riverton Senior Citizens Center and Wind River Transportation Authority.

Recess – Mayor Hancock called a recess at 7:57 p.m. and reconvened the meeting at 8:10 p.m. Roll call was conducted.

Consent Agenda – Deputy City Clerk Max Batista read the consent agenda items by title only: Approval of the Minutes – June 17, 2025 Regular Council Meeting; Approval of the Minutes – June 24, 2025 Special Council Meeting; Approval of the Minutes – July 1, 2025 Finance Committee Meeting; Approval of the Finance Committee Recommendations – July 1, 2025; claims to be paid in the amount of $976,737.62, manual checks in the amount of $20,347.45, and payroll & liabilities for June 26, 2025, in the amount of $179,861.05, for a total of $1,176,946.12;

Open Container Permit Application: Livestock Liquors, Friday Night Cruise @ 107 S 7th St E, July 18, 2025, 4:00 p.m. – 12:00 a.m.; Apex Subdivision Replat Lot 2. Council Member Larson moved, seconded by Council Member Bailey, to approve the consent agenda as presented. The motion passed unanimously.

Consideration of Ordinance No. 25-006, 2nd Reading: Charter Franchise Agreement – City Administrator Kyle Butterfield reported on Ordinance No. 25-006. This ordinance would grant a franchise agreement with Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc. Deputy City Clerk Max Batista read Ordinance No. 25-006 by title only. Council Member Bailey moved, seconded by Council Member Larson, to adopt Ordinance No. 25-006 on second reading. After discussion involving the council and public, the motion passed unanimously.

Resolution No. 1528: Airport Improvement Project Grant – General Aviation Apron – Public Works Director Brendan Thoman reported on Resolution No. 1528. This resolution would would support the receipt of federal and state funds to cover the costs associated with the North General Aviation Apron Rehabilitation Project. Deputy City Clerk Max Batista read Resolution No. 1528 by title only. Council Member Larson moved, seconded by Council Member Johnson, to adopt Resolution No. 1528. The motion passed unanimously.

Resolution No. 1529: Aiport Impovement Project Grant – Terminal Parking Lot – Public Works Director Brendan Thoman reported on Resolution No. 1529. This resolution would support the receipt of federal and state grant funds to cover the costs associated with the Terminal Parking Lot Project. Deputy City Clerk Max Batista read Resolution No. 1529 by title only. Council Member Bailey moved, seconded by Council Member Larson to adopt Resolution No. 1529. After discussion involving the council, city staff, and public, the motion passed unanimously.

Wyoming Department of Transportation Memorandum of Understanding – Commercial Air Service – City Administrator Kyle Butterfield reported on a Memorandum of Understanding (MOU) between the Wyoming Department of Transportation (WYDOT) and the City of Riverton. Council Member Bailey moved, seconded by Council Member Larson, to approve Amendment 4 to the MOU between WYDOT and the City of Riverton. After discussion involving the council and city staff, the motion passed unanimously.

Asterra Consultant Agreement – Water System Leak Detection Survey – Public Works Director Brendan Thoman reported on a leak detection study. Council Member Larson moved, seconded by Council Member Johnson, to approve the contract with Asterra to conduct a leak detection study for the municipal water system. After discussion involving the council and city staff, the motion passed unanimously.

Adjourn – There being no further business to come before the Council, Council Member Larson moved, seconded by Council Member Johnson, to adjourn the Regular Council meeting at 9:02 p.m. The motion passed unanimously.

CITY OF RIVERTON, WYOMING

_____
Tim Hancock
Mayor

ATTEST:

_____
Mia Harris
Administrative Services Director

Publication Date:

CITY COUNCIL STAFF REPORT

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

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

DATE: **July 15, 2025**

SUBJECT: **Contract for Community Services Funding Agreements**

Recommendation: The City Council approves service agreements between the City of Riverton and Eagle's Hope Transitions Center, Fremont County Association of Governments, Injury Prevention Resources, Juvenile Justice Services of Fremont County, R' Recreation, Riverton Chamber of Commerce & Visitors Center, and Riverton Volunteer Firefighters.

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 residents. These organizations are not under the direct oversight of the City of Riverton and are not maintained as city departments. Last year, the council approved funding requests totaling $240,000 to eight entities.

After completing an advertising period, the City Council received presentations on April 8, 2025 from fourteen community organizations requesting a total of $517,268. The council later prioritized these requests and made recommendations of award on May 13, 2025 and June 3, 2025.

Discussion: Staff prepared the attached agreements for council consideration detailing how community service contract funds will be utilized. These agreements are similar to those distributed in previous fiscal years. The City Council may choose whether or not to enter into the proposed draft agreements or recommend changes to their terms and conditions. This recommendation excludes the PAWS for Life funding agreement as it has yet to be finalized.

Budget Impact: The agreements represent the allocation of $240,000 from the general fund of the city.

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 $15,000, payable in four quarterly installments.

3. **TERM**. The term of this Agreement shall be from July 1, 2025, through June 30, 2026, 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, 2026 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 four (4) 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.

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17. **SIGNATURES.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below and certify they have read, understood, and agreed to the terms and conditions of this Amendment.

CITY OF RIVERTON, WYOMING
A Municipal Corporation

_____ _____
Tim Hancock, Mayor Date

ATTEST:

_____
Mia Harris, Administrative Services Director

EAGLES HOPE TRANSITION

_____ _____
Devin Anderson, Director Date

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 Eagles Hope Transitions therein named, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

SERVICE AGREEMENT

The City of Riverton, hereinafter the "City" and Fremont County Association of Governments, doing business as Wind River Transportation Authority, 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 $42,000, payable in four quarterly installments.

3. **TERM**. The term of this Agreement shall be from July 1, 2025, through June 30, 2026, 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, 2026 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 four (4) 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.

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17. **SIGNATURES.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below and certify they have read, understood, and agreed to the terms and conditions of this Amendment.

CITY OF RIVERTON, WYOMING
A Municipal Corporation

_____ _____
Tim Hancock, Mayor Date

ATTEST:

_____
Mia Harris, Administrative Services Director

FREMONT COUNTY ASSOCIATION OF GOVERNMENTS

_____ _____
Timothy Nichols, Director Date

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 Fremont County Association of Governments therein named, this _____ day of _____, 2025.

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 $3,000, payable in one installment.

3. **TERM**. The term of this Agreement shall be from July 1, 2025, through June 30, 2026, 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, 2026 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.

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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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CITY OF RIVERTON, WYOMING
A Municipal Corporation

_____ _____
Tim Hancock, Mayor Date

ATTEST:

_____
Mia Harris, Administrative Services Director

INJURY PREVENTION RESOURCES

_____ _____
Noel Cooper, Director Date

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 Injury Prevention Resources therein named, this _____ day of _____, 2025.

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, 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 $30,000, payable in four quarterly installments.

3. **TERM**. The term of this Agreement shall be from July 1, 2025, through June 30, 2026, 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, 2026 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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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.

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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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17. **SIGNATURES.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below and certify they have read, understood, and agreed to the terms and conditions of this Amendment.

CITY OF RIVERTON, WYOMING
A Municipal Corporation

_____ _____
Tim Hancock, Mayor Date

ATTEST:

_____
Mia Harris, Administrative Services Director

FREMONT COUNTY COMMISSIONERS

_____ _____
Larry Allen, Chair Date

ATTEST:

_____
Julie Freese, Fremont County Clerk

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 $95,000, payable in four quarterly installments.

3. **TERM**. The term of this Agreement shall be from July 1, 2025, through June 30, 2026, 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, 2026 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 four (4) 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.

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CITY OF RIVERTON, WYOMING
A Municipal Corporation

_____ _____
Tim Hancock, Mayor Date

ATTEST:

_____
Mia Harris, Administrative Services Director

'R' RECREATION

_____ _____
Mary Axthelm, Director Date

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 'R' Recreation therein named, this _____ day of _____, 2025.

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 $5,000, payable in one installment.

3. **TERM**. The term of this Agreement shall be from July 1, 2025, through June 30, 2026, 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, 2026 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.

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14. **ENTIRE AGREEMENT**. This four (4) 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.

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CITY OF RIVERTON, WYOMING
A Municipal Corporation

_____ _____
Tim Hancock, Mayor Date

ATTEST:

_____
Mia Harris, Administrative Services Director

RIVERTON CHAMBER OF COMMERCE

_____ _____
Cindy Olson Roden, Executive Director Date

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 Riverton Chamber of Commerce therein named, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

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 one installment.

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CITY OF RIVERTON, WYOMING
A Municipal Corporation

_____ _____
Tim Hancock, Mayor Date

ATTEST:

_____
Mia Harris, Administrative Services Director

RIVERTON VOLUNTEER FIRE DEPARTMENT

_____ _____
Jesse Cassity, Chief Date

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 Riverton Volunteer Fire Department therein named, this _____ day of _____, 2025.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

CITY COUNCIL STAFF REPORT

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

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

DATE: **July 15, 2025**

SUBJECT: **Ordinance No. 25-006 – Charter Franchise Agreement**

Recommendation: The City Council passes on third reading Ordinance No. 25-006 granting a franchise agreement with Spectrum Pacific West, LLC an indirect subsidiary of Charter Communications, Inc.

Background: The federal Cable Communications Policy Act of 1984 (commonly referred to as the Cable Act) provides the framework for how local governments, including municipalities, regulate cable television services through franchise agreements. Under the Act, cities have the authority to grant nonexclusive franchises to cable operators, allowing them to use public rights-of-way for the construction and operation of cable systems. In return, municipalities may negotiate certain terms and conditions, including the provision of public, educational, and governmental (PEG) access channels, service to public buildings, and franchise fees of up to five percent of gross revenues. While the Act preserves local control in key areas, it also imposes limitations—such as restricting municipalities from regulating cable content or requiring more than what the law allows regarding system build-out and customer service standards.

In addition to the federal framework, cable franchise agreements in Wyoming are governed by state statute, specifically W.S. § 15-1-705, which affirms the authority of municipalities to grant franchises for the construction and operation of cable systems within their jurisdictions. The statute allows cities and towns to enter into agreements that outline terms for use of public rights-of-way, compensation, and service obligations, provided they do not conflict with federal law. It also underscores the requirement that any franchise granted must be nonexclusive and may be subject to reasonable conditions deemed necessary to protect the public interest.

Discussion: The City's existing franchise agreement with TCI Cablevision, now operating under Charter Communications, is set to expire in July 2025. In accordance with the provisions of the Cable Act, Wyoming state statute, and local considerations, City staff has negotiated a renewed franchise agreement with Charter Communications, which is presented for Council review. The City Attorney has reviewed the proposed agreement and recommends it proceed to formal consideration.

Budget Impact: Revenues associated with the proposed franchise agreement are governed by the federal Cable Act. Similar to the existing agreement, the new agreement imposes a franchise fee of five percent on allowable revenue categories generated within the city.

PROPOSED ORDINANCE NO. 25-006

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM.

FRANCHISE AGREEMENT

This Franchise Agreement ("**Franchise**") is between the City of Riverton, Wyoming, a municipal corporation organized under the laws of the State of Wyoming, hereinafter referred to as the "Grantor" and Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communication, Inc., hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the City is a "franchising authority" in accordance with the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §522(10)), and is authorized to grant one or more nonexclusive cable franchises pursuant to applicable law; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, FREMONT COUNTY, WYOMING, THE FRANCHISING AUTHORITY AND GRANTEE AGREE AS FOLLOWS:

SECTION 1
Definition of Terms

1.1 **Terms**. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "Affiliate" when used in relation to Grantee means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

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B. "Basic Service" means any service tier which includes the retransmission of local television broadcast signals.

C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

D. "Cable Operator," Cable System," and "Cable Service," shall be defined as set forth in the Cable Act.

E. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

F. "City Council" shall mean the governing body of the Grantor.

G. "Complaint" shall mean written correspondence received by Grantee via U.S. mail from a Subscriber in the City expressing dissatisfaction with the operation of the Cable System or expressions of dissatisfaction with the Cable Service from a Subscriber in the City.

H. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

I. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

J. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.

K. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, including locally-derived advertising revenues less commissions paid to third parties that are not Affiliates; provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) late fees; and (5) any exclusions available under applicable State law.

L. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity, but shall not mean the Franchising Authority.

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M. "Service Area" shall mean the geographic boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.

N. "State" shall mean the State of Wyoming.

O. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

P. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 **Grant**. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.1.1 Each term, provision or condition herein is subject to the provisions of State law, federal law, and the lawful, generally applicable provisions of Grantor's Municipal Code, and ordinances and regulations. This Franchise is intended to convey limited rights and interests only as to those Streets in which the Grantor has an actual interest. It is not a warranty of title or interest in any Street; it does not provide Grantee with any interest in any particular location within the Street; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 **Term**. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise.

2.3 **Police Powers, Conflicts with Franchise and Compliance**. The Grantee agrees to comply with the terms of any lawfully adopted local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise shall control.

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2.3.1 Grantee and the Grantor shall comply with all federal and State laws, including any changes in such laws that occur subsequent to the Effective Date of this Franchise. Provided, however, that nothing in this Franchise shall preclude Grantee or the Grantor from challenging any such laws on any basis.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees from all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor; provided, however, that the Grantee shall reimburse Grantor's reasonable attorneys' fees if at the conclusion of the action there is a determination that Grantee had a duty to indemnify Grantor. In the event Grantor elects to settle any such claim, Grantee shall have no obligation to pay any settlement amount unless Grantee has pre- approved the same in writing. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits

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Commercial General Liability Combined Single Liability (C.S.L)	$1,000,000 per occurrence, $2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	$1,000,000 per occurrence C.S.L.
Umbrella Liability	$3,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 **No Discrimination**. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 **Privacy**. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 **Service Area**. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas, subject to economic feasibility. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 **New Development Underground**. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to use its best efforts to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by Grantee.

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6.3 **Annexation**. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent to the addresses set forth in Section 15.5 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 **Compliance with Codes**. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electrical Safety Code and applicable FCC technical requirements and the provisions of Section 8.3.

7.2 **Construction Standards and Requirements**. All of the Grantee's plant and Equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 **Network Technical Requirements**. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may be amended from time to time, regardless of the transmission technology utilized.

7.4 **Performance Monitoring**. Grantee shall test the Cable System consistent with the FCC regulations.

7.5 **One Call of Wyoming**. In the event of underground construction, Grantee shall comply with Wyoming 811 requirements.

SECTION 8
Conditions on Street Occupancy

8.1 **General Conditions**. Grantee shall have the right to utilize existing poles, conduits and other underground facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee has

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access to the foregoing on reasonable terms and conditions. Where Grantee does not have access on reasonable terms and conditions, Grantee shall apply for all legally required permits of the Grantor and Grantor shall not unreasonably delay or withhold approval of such permits.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may place its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of lines underground or the movement of lines, Grantee shall be reimbursed upon the same terms and conditions as any telephone and electric utilities.

8.3 Codes and Permits. Grantee, its contractors and subcontractors, as applicable, shall obtain all legally required permits, at its and their expense, before commencing any work requiring a permit, including, but not limited to, the opening or disturbance of any Street or use of any public easement within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimal interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and operational condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any Street by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Street.

8.5 Inspection of Construction and Facilities. The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least forty-eight (48) hours' notice, or, in case of an emergency, upon demand without prior notice.

8.6 Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's lawful, non-discriminatory ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors.

8.7 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public ways or Streets as a result of its operation, construction, or

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maintenance of the Cable System to a condition reasonably comparable to the condition of the public ways or Streets immediately prior to such damage or disturbance.

8.8 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.9 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.10 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.11 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.12 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.13 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9
Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, with written instructions that clearly set forth information concerning the procedures for making inquiries or Complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes in accordance with applicable law.

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9.3 **Rate Regulation**. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 **Continuity of Service**. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under this Franchise.

9.5 **Service to Public Building**. The Grantee will provide one outlet of Basic Service (and, if necessary, the equipment required to receive Basic Service) to identified on Exhibit A to be used for the City's internal, non-commercial and non-public use, at no charge to the City, but on a voluntary basis. The Grantee will also provide one outlet of Basic Service (and, if necessary, the equipment required to receive Basic Service) to Central Wyoming College facility to be used for the college's internal, non-commercial and non-public use, at no charge to the City, but on a voluntary basis. Grantee will provide the Franchising Authority with at least 120 days' written notice in advance of any decision to alter or discontinue such complimentary service, provided that the Grantee will immediately discontinue such services to such location at such time that the Grantor is not using such location for municipal purposes.

9.6 **Customer Service Standards.** Grantee shall comply with the customer service standards in 47 C.F.R. § 76.309 of the FCC's Rules and Regulations, as may be amended from time to time.

SECTION 10
Franchise Fee

10.1 **Amount of Fee**. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of Grantee's annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 **Payment of Fee**. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees are to be paid to the Grantor pursuant to the Franchise commencing with the Effective Date of the Franchise.

10.3 **Quarterly Franchise Fee Reports**. Upon request from the Grantor, Grantee shall provide a written report to the Franchising Authority, containing an accurate statement in summarized form, as well as in reasonable and customary detail, of the Grantee's Gross Revenue and the computation of the payment amount.

10.4 **Audit or Review**. On an annual basis, upon thirty (30) days prior written notice, the Franchising Authority shall have the right to conduct an independent audit or review of the Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. The report shall be shared with the Grantee promptly after the results are provided to the Grantor. Any undisputed amounts due to the Franchising Authority as a result of

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the audit or review shall be paid within sixty (60) days following the later of the delivery of the written notice to the Grantee by the Franchising Authority, or the delivery to the Grantee of the audit or review information. If the report shows that franchise fee payments have been underpaid by five percent (5%) or more, and subject to applicable law, Grantee shall pay the documented, itemized cost of the audit or review, such cost not to exceed five thousand dollars ($5,000).

10.5 Interest. In the event of any late undisputed payment or underpayment, the Grantee shall pay, in addition to the amount due, interest at the rate of one percent (1%) per month, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment.

10.6 Other Fees and Charges. The franchise fee shall be in addition to all lawful and non-discriminatory taxes, levies, assessments, license fees, permit fees, or charge on the business, occupation, property or income of the Grantee which are now or will be required to be paid to the Grantor under federal, State or local law, provided that such additional assessments do not violate 47 U.S.C. Section 542.

10.7 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.8 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Reports Required.

12.1.1 The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber Complaints, delinquent Subscriber disconnect and

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reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.1.2 The Grantee shall at all times maintain and provide for inspection upon written request:

A. A record of all written Complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year; and

B. A service area map showing the location of the Cable System.

12.2 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of 47 U.S.C. Section 551 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall continue to provide capacity for two Public Educational and Governmental (PEG) Channels, one of which the Grantor has designated for use by Central Wyoming College. Grantee may place the PEG Channels on any tier of service.

13.2 PEG in HD. Within one year of a written request by the Grantor, Grantee shall distribute one (1) of the PEG Channels in high-definition ("HD") format. Grantee shall carry all components of the PEG HD Channel signals including video, audio, closed captioning, and other elements associated with the programming. Grantee may implement HD carriage of PEG Channels in any manner that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD Channels of the same resolution carried on the Cable System. Grantee shall have the right to reclaim the corresponding standard definition PEG Channel. Grantee shall make any upgrades to the existing PEG return lines (lines that carry the PEGChannel programming from its point of origin to Grantee's headend) that are required to deliver the required PEG Channel in HD under this Section 13.2. Grantee shall be responsible for

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paying the capital costs associated with such upgrade and any associated operation and maintenance costs.

13.3 PEG Competitive Neutrality. If any new or renewed franchise agreement contains obligations that are lesser in amount than the obligations imposed in this Section 13, Grantee's aggregate obligations under Section 13 shall be reduced to an equivalent amount. franchise

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the City Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the City in a newspaper of general circulation within the City. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

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A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating Grantor's intent to revoke the Franchise. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

B. At the hearing, the City Council shall give the Grantee an opportunity to state its position on the matter, and present evidence and question witnesses, after which the City Council shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City Council de novo. The Grantee may continue to operate the Cable System until all legal appeal procedures have been exhausted.

C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.

D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place, which will then become the property of the City.

SECTION 15
Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, pandemics, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would

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result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of Cable Service or wireline video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	City of Riverton Attention: City Administrator 816 N Federal Boulevard Riverton, WY 82501
Email:	riverton@rivertonwy.gov
Grantee:	Spectrum Pacific West, LLC l/k/a Charter Communications 611 E. Carlson Street Cheyenne, WY 82009
Email:	mike.mores@charter.com
Copy to:	Charter Communications Attn: Vice President, Government Affairs & Franchising 601 Massachusetts Ave., NW Suite 400W Washington, DC 20001

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Email: charterfranchisenotices@charter.com

The Franchising Authority and the Grantee may designate another address or email address from time to time by giving written notice to the other without having to amend this Franchise.

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.5 above.

15.7 Descriptive Headings. The headings to sections or subsections are intended solely to facilitate the reading thereof. They shall not affect the meaning or interpretation of the text herein.

15.8 Amendments of Franchise. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee

15.9 Publication Costs. Grantee shall pay the City for the documented reasonable cost incurred by the City for publication and notice of this Franchise.

15.10 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

15.11 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

15.12 No Waiver. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.13 Venue and Governing Law. Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in the District Court, Fremont County, Wyoming, or in the United States District Court for the District of Wyoming in Lander. This Franchise shall be governed, construed and enforced in accordance with State and federal law.

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15.14 Wyoming Governmental Immunity. The Franchising Authority does not waive its governmental immunity or its defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

15.15 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.16 Entire Agreement. This Franchise constitutes the entire agreement between Grantee and the Grantor regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.17 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

SECTION 16
Effective Date

16.1 Effective Date. This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Riverton

SECTION 17
Repeal

17.1 Repeal. All ordinances or parts of ordinances in conflict with this Franchise are hereby repealed to the extent of such conflict.

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PASSED ON FIRST READING June 17, 2025

PASSED ON SECOND READING July 1, 2025

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this ___ day of _____ 2025.

CITY OF RIVERTON, WYOMING

By:_____

Tim Hancock

Mayor

ATTEST:

_____

Mia Harris

Administrative Services Director

Accepted this ___ day of _____, 20_____, subject to applicable federal and State law.

Spectrum Pacific West, LLC
By Charter Communications, Inc., Its Manager

Signature:_____

Name/Title:_____

ATTESTATION

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I, Mia Harris, Clerk of the City of Riverton, attest that Ordinance No. 25-006 was passed, adopted, and approved by the Governing Body of the City of Riverton on the ___ day of _____ 2025. 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 _____, 2025.

_____

Mia Harris

Administrative Services Director

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EXHIBIT A

1. CITY OF RIVERTON
   MUNICIPAL OFFICE/BUILDING (CITY HALL)
   816 N FEDERAL, RIVERTON, WY 82501

2. RIVERTON WATER TREATMENT
   1015 N HILL ST, RIVERTON, WY,82501

3. CENTRAL SCHOOL DIST #25
   SCHOOL ADMIN BUILDING
   121 N 5TH ST W. RIVERTON, WY,82501

4. RIVERTON HIGH SCHOOL
   PUBLIC/PRIVATE K-12 SCHOOL
   2001 W SUNSET DR, RIVERTON, WY 82501

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PROPOSED ORDINANCE NO. 05-014
ENROLLED ORDINANCE NO. 05-014

AN ORDINANCE AMENDING SECTION 5.1, PERCENTAGE RATE, OF A FRANCHISE TO TCI CABLEVISION OF WYOMING, INC., OR ITS LAWFUL SUCCESSOR, TRANSFEREE, OR ASSIGNEE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A CABLE SYSTEM.

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Riverton, Wyoming, a municipal corporation organized under the laws of the State of Wyoming ("City"), and TCI Cablevision of Wyoming, Inc. ("Grantee").

City, having determined that the financial, legal and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a Cable System on the following terms.

SECTION 1

Definition of Terms

1.1 **Terms**. For the purpose of this Franchise, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. "Basic Cable Service" is the lowest priced tier of service that includes the retransmission of local broadcast television signals.

C. Cable Act" collectively means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996.

D. "Cable Operator" means any person or group of persons who provides Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in a Cable System, or who otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

E. "Cable Service" means (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

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F. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Service, including video programming, and which is provided to multiple Subscribers within a community. Cable System does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of title 11 of the Communications Act of 1934, except that the facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent it is used in transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of Title VI of the Communications Act of 1934; or (5) any facilities of any electric utility used solely for operating its electric utility system.

G. "City" means the City of Riverton, Wyoming or its lawful successor, transferee or assignee.

H. "FCC" means Federal Communications Commission, or successor governmental entity.

I. "Grantee" means TCI Cablevision of Wyoming, Inc., or its lawful successor, transferee or assignee.

J. "Gross Revenues" means any and all revenue in whatever form, from any source, received by the Grantee or Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues include, but are not limited to, basic, expanded basic and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues do not include any fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenues do not include franchise fees, or revenue which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenues for the collection period.

K. "Institutional Network" means a communication network which is constructed or operated by the Cable Operator and which is generally available only to Subscribers who are not residential Subscribers.

L. "Normal Business Hours" means hours during which most similar businesses in the community are open to serve Subscribers. In all cases, Normal Business Hours shall include

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some evening hours at least one night per week and/or some weekend hours. The Grantee will notify its Subscribers and the City of its Normal Business Hours.

M. "Normal Operating Conditions" means service conditions which are within the control of the Grantee. Conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

N. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

O. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for public utilities, and any permanent fixtures or improvements located on or hereafter held by the City in the Service Area which shall entitle the City and the Grantee to install, operate, repair and maintain the Cable System.

P. "Service Area" means the present municipal boundaries of the City, and includes or excludes, respectively any additions or deletions thereto by annexation or other legal means.

Q. "Service Interruption" means the loss of picture or sound on one or more channels.

R. "Subscriber" means a Person who lawfully receives services of the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 **Grant**. City grants to the Grantee a nonexclusive franchise which authorizes the Grantee to make reasonable and lawful use of the Public Way in the City to construct, operate, maintain, reconstruct, rebuild and upgrade a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreement entered into concerning individual property.

A. Nothing in this Franchise shall be deemed to waive or modify the lawful requirements of any generally applicable City ordinances existing as of the effective date of this Franchise.

B. Each and every term, provision or condition herein is subject to the provisions of state law, federal law, the Riverton Municipal Code, ordinances and regulations. The Riverton Municipal Code and all subsequent amendments, are expressly incorporated in this Franchise.

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However, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise. Grantee reserves the right to challenge provisions of any ordinance which conflict with its contractual rights, either now or in the future.

C. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary, and any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the City's police powers.

D. The Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Service Area, or directly involved in the management or operation of the Cable System in the Service Area, will also comply with the terms and conditions of this Franchise.

E. This Franchise shall not include or be a substitute for:

1. Any permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

2. Any permit, agreement or authorization required by the City for Public Way users in connection with operations on or in Public Way or public property including, by way of example and not limitation, street cut or construction permits; or

3. Any permits or agreements for occupying any other property of the City or private entity to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

2.2 Term. This Franchise shall be for a term of 25 years commencing on June 24, 2000 and terminating June 23, 2025, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.3 Effect of Acceptance. By accepting the Franchise, the Grantee:

A. Acknowledges and accepts the City's legal right to issue and enforce this Franchise;

B. Accepts and agrees to comply with each provision of this Franchise subject to applicable law; and

C. Agrees that this Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.4 Periodic Franchise Review.

Upon the request of the City, after the fifth, tenth, fifteenth, and twentieth anniversary of this Franchise, the Grantee agrees to meet with the City and discuss in good faith, whether it would be appropriate to amend this Franchise in order to take advantage of developments in the field of cable communications that may have taken place over the course of time. Nothing

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contained herein shall require the Grantee to incorporate such developments into the Franchise if such developments are not economically or technically feasible or if incorporation of such developments will adversely affect the operation, financial condition, or market development of the Cable System or the Grantee. The Grantee shall not unreasonably withhold incorporating such developments into the Franchise. If the Grantee determines that such incorporation of developments is not feasible, within 90 days from Grantee's request it shall submit to the City documentation, setting forth how and why it made such determination. Such determination shall use reasonable criteria based upon cable communications industry standards. At such point in time that incorporation of such developments which were originally found to not be feasible, becomes feasible, then Grantee shall so notify the City.

2.5 Authority Over Non-Cable Services. To the extent allowed by law, the City shall retain the authority to regulate and receive compensation for Non-Cable Services. If the Grantee is allowed by law and chooses to provide Non-Cable Services, the Grantee and the City will negotiate the terms and fees relative to that Non-Cable Service in accordance with applicable law.

2.6 Level Playing Field. The City shall not authorize or permit any Cable Operator to enter into the City's Public Ways in any part of the Service Area on terms or conditions more favorable or less burdensome to such Cable Operator than those applied to the Grantee pursuant to this Franchise, in order that one Cable Operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 3

Use of Public Way

3.1 Placement of Cable System.

A. Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Way within the City such wires, cables, conductors, ducts, conduits, vaults manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted rights to operate its Cable System for profit using the City's Public Way in compliance with all applicable City construction codes and procedures. The City is entitled to fair compensation to be paid for these valuable rights throughout the term of the Franchise.

B. Grantee must follow City requirements for placement of Cable System facilities in the Public Way, including the specific location of facilities in the Public Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Public Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the

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City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Public Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Public Way through joint trenching and other arrangements.

C. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee must be located so as to cause a minimum of interference with the use of Public Ways and with the rights and reasonable convenience of property owners.

3.2 Permits Required for Construction.

Prior to doing any work in the Public Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose any conditions and regulations as are necessary for the purpose of protecting any structures in such Public Way, proper restoration of Public Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Public Way. Grantee shall pay all applicable fees for the requisite City permits received by the Grantee.

3.3 Compliance with Applicable Codes.

A. Construction Codes. Grantee shall comply with all applicable construction codes, including, without limitation, the Uniform Building Code and other City building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and City zoning codes and regulations.

B. Tower Specifications. Antenna supporting structures or towers shall be designed for the proper loading as specified by the Electronics Industries Association (EIA). Antenna supporting structures or towers shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, state, and local codes or regulations.

C. Safety Codes. Grantee shall comply with all federal, state and local safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration Standards.

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3.4 **Minimal Interference**. Work in the Public Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Public Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Public Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic.

3.5 **Relocation at Request of the City**. In the event of interference or upon Grantee's receipt of reasonable advance notice, not to be less than five business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation, repair or maintenance of sewers, drains, gas or water pipes, or any other type of structures or improvements by the City. Such relocation shall be done to the satisfaction of the City engineer. If funds are generally available to users of the Public Way for such relocation, Grantee shall be entitled to its *pro rata* share of such funds.

3.6 **Relocation at Request of Third Party**. The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of such building, provided: (A) the expense of temporary raising or lowering of wires is paid by the requestor, including, if required by the Grantee, making payment in advance; and (B) the Grantee is given not less than ten business days advance written notice to arrange for temporary wire changes.

3.7 **Restoration of Public Ways**. If during the course of the Grantee's construction, operation or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall, at its expense, replace and restore the Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.8 **Trimming of Trees and Shrubbery**. The Grantee may reasonably trim trees or other natural growth overhanging any of its Cable System in the Public Way to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. The Grantee shall reasonably compensate the City for any damages caused by such trimming, or shall, in its sole

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discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the Cable System undertaken by the Grantee to the satisfaction of the City engineer. Satisfactory replacement shall satisfy any and all obligations the Grantee may have to the City pursuant to the terms of this section.

3.9 Safety Requirements. Construction, installation and maintenance of the Cable System must be performed in an orderly and workmanlike manner. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.10 Technical Standards. The Grantee is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the City shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.11 Aerial and Underground Construction. In the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided, that facilities are capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In areas where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, the Grantee has the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part, aerially or underground. Nothing contained in this section will require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals or other related equipment. Notwithstanding anything to the contrary contained in this section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Franchise, the Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that they are placed underground.

A. New Developments. The City shall use reasonable diligence to provide the Grantee with written notice of the issuance of building or development permits for commercial and residential developments within the Service Area requiring undergrounding of cable facilities. The City agrees to require as a condition of issuing the permit, that the developer give the Grantee access to open trenches for deployment of cable facilities and that the developer give

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written notice of the date of availability of trenches. Developer's notice must be given to the Grantee at least ten business days prior to availability. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering, deployment labor and Cable System. Installation from utility easements to individual homes or other structures shall be at the cost of the home/building owner or developer unless otherwise provided.

B. Local Improvement District. If an ordinance is passed creating a local improvement district which involves placing certain utilities underground including those of the Grantee which are located overhead, the Grantee will participate in the underground project and shall remove poles, cables and wires from the surface of the streets within the district and shall place them underground in conformity with the requirements of the City. The Grantee may include its costs of relocating facilities associated with the undergrounding project in a local improvement district if allowed under applicable law and in accordance with that law.

SECTION 4

Standards of Service

4.1 Customer Service Standards.

A. Cable System office hours and telephone availability.

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four hours a day, seven days a week.

a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours.

b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not exceed thirty seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty seconds. These standards will be met no less than ninety percent of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

3. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints indicates a clear failure to comply with the standards.

4. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent of the time.

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5. Customer service center and bill payment locations will be open during Normal Business Hours and will be conveniently located.

B. Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent of the time, as measured by the Grantee on a quarterly basis:

1. Standard installations will be performed within seven business days after an order has been placed. Standard installations are those that are located up to 125 feet from the existing distribution system.

2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

3. The Grantee will provide "appointment window" alternatives for installations, service calls and other installation activities, which will be either a specific time, or at maximum, a four hour time block during Normal Business Hours.

4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Grantee and Subscribers.

1. Notifications to Subscribers:

a. The Grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

i. Products and services offered;

ii. Prices and options for services and conditions of subscription to programming and other services;

iii. Installation and service maintenance policies;

iv. Instructions on how to use the service;

v. Channel positions of programming carried on the Cable System; and

vi. Billing and complaint procedures, including the address and telephone number of the local City's cable office.

b. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the Cable System and in

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writing. Notice will be given to Subscribers a minimum of thirty days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

a. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly describe all activity during the billing period, including optional charges, rebates and credits.

b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty days from receipt of the complaint.

3. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.

4. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

4.2 **Required Extensions of Service**. By executing this Franchise, Grantee certifies and warrants that the Cable System, as constructed as of the date of the passage and final adoption of this Franchise, substantially complies with the material provisions of all applicable laws. Whenever the Grantee receives a request for service from at least fifteen residences within 1,320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it will extend its Cable System to Subscribers at no cost, other than the usual connection fees for all Subscribers; provided that the extension is technically feasible, and it will not adversely affect the operation, financial condition, or market development of the Cable System, as provided for under Section 4.3 of this Franchise.

4.3 **Subscriber Charges for Extensions of Service**. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than 125 feet from distribution cable to connection of service to Subscribers, or a density of less than fifteen residences per 1,320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals fifteen residences. Subscribers

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who request service will bear the remainder of the construction and other costs on a *pro rata* basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

4.4 Service to Public Buildings.

A. The Grantee shall, upon request, provide without charge, one outlet of Basic Cable Services to City offices, fire station(s), police station(s), and public school building(s) that are passed by its Cable System. The Grantee shall also continue to provide without charge, outlets of Basic Cable Services to buildings at Central Wyoming College that receive such service without charge as of the date of this Agreement. The outlets of Basic Service shall not be used to distribute or sell services, nor shall outlets be located in areas open to the public. The City shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use or any loss or damage to the Cable System. Users of outlets agree to hold the Grantee harmless from any and all liability or claims arising out of their use of outlets, including, but not limited to, those arising from copyright violation. The Grantee shall not be required to provide an outlet to buildings where the drop line from the feeder cable to buildings or premises exceeds 125 cable feet unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 125 cable feet. If additional outlets of Basic Cable Service are provided to any buildings, the building owner must pay the usual installation fees, including, but not limited to, labor and materials.

B. Within one year from the effective date of this Franchise, Grantee shall place a cable drop at the Riverton High School football field.

4.5 Emergency Use.

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, and as other provisions which may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations, Section 11.18.

B. The City shall permit only authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the City agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the City, including, but not limited to, reasonable attorneys' fees and costs.

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4.6 **Local Cable System Inserts**. Upon reasonable advance notice, but no more than four (4) times a calendar year, the Grantee will provide the City, free of cost, 250, thirty-second local inserts to be cable cast on the Cable System, for each request made by the City. The City shall be responsible for the content and production costs of the local Cable System inserts and the inserts shall be in a useable format and cablecast-ready state. Such local Cable System inserts shall be cable-cast in a run-of-schedule rotation on any programming service where local inserts are permitted and are technically feasible. In addition, such local Cable System inserts shall not be used by the City for political election purposes.

4.7 **Educational and Government Access Channel(s)**.

A. The Grantee shall make available one channel to be used for educational and governmental cablecast programming. When first-run programming on the first access channel occupies fifty percent of the hours between 11:00 a.m. and 11:00 p.m., for any twelve consecutive weeks, the City may request the use of one additional channel for the same purpose. The additional channel must maintain programming twenty-five percent of the hours between 11:00 a.m. and 11:00 p.m. for twelve consecutive weeks. If this level of programming is not maintained, the channel will return to the Grantee for its use. However, if the second channel returns to Grantee, 12 months after the return the City may, if the above conditions exist, again request an additional channel which shall be made available by the Grantee upon the same conditions listed herein. The Grantee also reserves the right to program the designated educational and governmental channels during the hours not used by the City or other governmental entities. The channel(s) shall be shared with other municipalities receiving programming from the common headend receive site location. The City shall agree to indemnify, save and hold harmless the Grantee from and against any liability resulting from the use of the aforementioned educational and governmental channel(s) by the City.

B. In addition to and separate from subsection A of this section, the Grantee shall make available, upon request by the City, another channel to be used for educational programming. If this channel fails to maintain programming 50% of the time between 8:00 a.m. and 4:00 p.m. September through May, then it will return to the Grantee for its use. However, if the channel returns to the Grantee, 12 months after that return, the City may request a channel again and the Grantee shall again make a channel available for educational programming under the same terms as in this subsection. Grantee reserves the right to program this designated education channel during the hours not used by the City or the entity authorized by the City to provide educational programming. The City shall indemnify, save and hold harmless the Grantee from and against any liability resulting from the use of the aforementioned educational channel by the City. It is the City's intent that priority for this channel shall be given to Central Wyoming College.

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4.8 Institutional Network.

A. Upon written request of the City, the Grantee agrees to assist the City free of charge in the evaluation of the creation of an Institutional Network that would interconnect specific public buildings for the transmission and receipt of communications between specific points in the discrete network within the Service Area. The Grantee further agrees that if an Institutional Network is constructed, the Grantee's charges for the use of such network shall be at comparable rates and on similar terms and conditions as that offered by the Grantee to other municipal users in the State of Wyoming for similar services. Nothing in this Franchise should be construed as a requirement for the Grantee to construct an Institutional Network without fair reimbursement of the capital cost to provide such facilities.

B. Nothing in this Franchise shall be deemed by the City or Grantee to subject Grantee's operations, or Institutional Network services provided by Grantee under authority of this Franchise, to regulation as a common carrier within the meaning of applicable state or federal law.

C. When feasible, Grantee shall install fiber optics linking the following:

1. The Grantee's Cable Central Office to the Central Administration Building
2. The Grantee's Cable Central Office to Central Wyoming College
3. Riverton High School with its Career Center and Central Administration Building
4. Ashgrove, Lincoln, and Jefferson Schools to the Central Administration Building

4.9 Rates and Charges. The City may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by applicable law.

SECTION 5

Franchise Fee

5.1 5.1 Percentage Rate.

A. As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Public Way, the Grantee shall pay as a franchise fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) percent of Grantee's Gross Revenues. Accrual of the franchise fee shall commence as of the effective date of this Franchise.

B. Notwithstanding paragraph 2.4, at any time during the term of this Franchise, the City, by ordinance, may require that the Grantee increase the franchise fee percentage up to five percent (5%) of the annual Gross Revenues (as defined in Section 1.1 of this Franchise). The City shall give the Grantee ninety (90) days written notice of any such increase in the franchise

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fee percentage. The City agrees that all amounts paid by the Grantee as franchise fees may be added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as franchise fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985. Any increase in franchise fees will be payable by the Grantee after (a) the approval of the City, if required, to the inclusion of the increase on customers' bills, including any required approval pursuant to 47 C.F.R. 76.933; (b) notice to the Grantee's customers of the increase; and (c) the collection of the increase in franchise fees by the Grantee from its customers.

5.2 **Payments**. The Grantee's franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty five days after said dates.

5.3 **Acceptance of Payment and Recomputation**. No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

5.4 **Quarterly Franchise Fee Reports**. Each payment shall be accompanied by a written report to the City, verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, of the Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System and be drafted in accordance with GAAP.

5.5 **Annual Franchise Fee Reports**. Grantee shall, within sixty days after the end of each calendar year, furnish to the City a statement of the total amount of Gross Revenues for the year and all payments, deductions and computations for the period. The statement shall be audited by a certified public accountant, who may also be the chief financial officer or controller of Grantee, prior to submission to the City.

5.6 **Audits**. On an annual basis, upon thirty days prior written notice, the City, including the City's auditor or his/her authorized representative, shall have the right to conduct an independent audit of the Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that franchise fee payments have been underpaid by five percent or more, Grantee shall pay the total cost of the audit, such cost not to exceed five thousand dollars for each year of the audit period. The City's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three years after each franchise fee payment has been made to the City.

5.7 **Late Payments**. In the event any payment due quarterly is not received within thirty days from the end of the calendar quarter, the Grantee shall pay interest on the amount due, at the prime rate as listed in the Wall Street Journal on the date the payment was due, compounded

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daily, calculated from the date the payment was originally due until the date the City receives the payment.

5.8 Tax Liability. The franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or will be required to be paid by businesses by any law of the City, the State or the United States including, without limitation, sales, use or other taxes, business license fees or other payments. Payment of the franchise fees under this Franchise will not exempt the Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of the Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

5.9 Financial Records. The Grantee agrees to meet with a representative of the City upon request to review the Grantee's methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

5.10 Payment on Termination. If this Franchise terminates for any reason, the Grantee shall file with the City, within ninety calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

5.11 Books and Records. The Grantee agrees that the City, upon reasonable notice to the Grantee, may review its books and records at the Grantee's business office, during Normal Business Hours and on a reasonable basis, to ensure compliance with the terms of this Franchise. Notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the City. Records include, but are not limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth in this Franchise, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6

Renewal, Sale, or Transfer of Franchise

6.1 Renewal of Franchise.

A. The City and the Grantee agree that renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless

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the procedures and substantive protections have been preempted and superseded by the provisions of any subsequent provision of federal, state or local law.

B. In addition to the procedures set forth in Section 626(a) of the Cable Act, the City agrees to notify the Grantee of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the current Franchise term. The City further agrees that preliminary assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this section, the Grantee and the City agree that at any time during the term of the current Franchise, while affording the public appropriate notice and opportunity to comment, the City and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the current Franchise and the City may grant a renewal. The Grantee and the City consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

6.2 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the City either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the City agree that in the case of a final determination of a lawful revocation of the Franchise, at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. The City further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its existing Franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, the Grantee and the City may avail themselves of any rights they may have pursuant to federal, state or local law; it being further agreed that the Grantee's continued operation of its Cable System during the six month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or the Grantee.

6.3 Transfer of Franchise. The Grantee's right, title or interest in the Franchise shall not be sold, transferred, assigned or otherwise encumbered, other than to an entity controlling, controlled by or under common control with the Grantee, without the prior written consent of the City, such consent not to be unreasonably withheld. No consent shall be required for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of

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the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty days of receiving the request for transfer, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the City has not taken action on the Grantee's request for transfer within 120 days after receiving such request, consent shall be deemed given by the City.

SECTION 7

Insurance and Indemnification

7.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of $1,000,000 combined single limit for bodily injury, and property damage. The Grantee shall provide a Certificate of Insurance designating the City as an additional insured. Such insurance shall be noncancellable except upon thirty days prior written notice to the City.

7.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the City, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 8

Enforcement and Termination of Franchise

8.1 Notice of Violation. In the event the City believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

8.2 Grantee's Right to Cure or Respond. The Grantee has thirty days from receipt of the notice described in Section 8.1:

A. To respond to the City, contesting the assertion of noncompliance;

B. To cure such default; or

C. In the event that default cannot be cured within the thirty day period, initiate reasonable steps to remedy such default as expediently as possible and notify the City of the steps being taken and the projected date that the default will be cured.

8.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 8.1 pursuant to the procedures set forth in Section 8.2, or in the event that the alleged default is not remedied within thirty days or the date projected pursuant to 8.2(C) above, the City shall schedule a public hearing to investigate the default. The public hearing shall be held as soon as practicable at a regularly scheduled meeting of the City. The City shall notify the

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Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

8.4 **Enforcement**. In the event the City, after such hearing, subject to applicable federal, state and local law, determines that the Grantee is in default of any provision of the Franchise, the City may:

A. Seek specific performance of any provision, which reasonably lends itself to that remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief.

C. In the case of a substantial default of a material provision of the Franchise, the City may declare the Franchise Agreement to be revoked.

8.5 **Revocation**. If the City seeks to revoke the Franchise after following the procedures set forth in Sections 8.1 - 8.4 above, the City shall give written notice to the Grantee of its intent to revoke the Franchise and the basis for revocation, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee has ninety days from the mailing of the notice to object in writing and to state its reasons for the objection. In the event the City has not received a satisfactory response from the Grantee, it may seek termination of the Franchise at a public meeting. The City shall cause to be served upon the Grantee, at least ten days prior to a public meeting, a written notice specifying the time and place of the meeting and stating its intent to request the termination.

D. At the designated meeting, the City shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which has the power to review the decision of the City as provided by law.

The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

8.6 **Force Majeure**. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation, or other event that is reasonably beyond the Grantee's ability to anticipate and control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as

EXPIRING

well as unavailability of materials and/or qualified labor to perform the work necessary that is reasonably beyond the Grantee's ability to anticipate and control.

8.7 **Technical Violations**. The parties agree that it is not the City's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breaches or violations of the Franchise or local cable ordinance, which shall include, but are not limited to, the following:

A. In instances or for matters where a violation or a breach by the Grantee of the Franchise or local cable ordinance was good faith error that resulted in no or minimal negative impact on the customers within the Service Area; or

B. Where circumstances reasonably beyond the control of the Grantee precipitated a violation by the Grantee of the Franchise or local cable ordinance, or prevented the Grantee from complying with a term or condition of the Franchise or local cable ordinance.

8.8 **False Statements**. Any false or misleading statement or representation in any report required by this Franchise, not including clerical errors or errors made in good faith, may be deemed a material breach of this Franchise and may subject the Grantee to all remedies, legal or equitable, which are available to the City under this Franchise. Other acts or omissions not listed may also constitute a material breach.

8.9 **No Monetary Recourse Against City.** Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

SECTION 9

Miscellaneous Provisions

9.1 **Actions of Parties**. In any action, by the City or the Grantee that is mandated or permitted under the terms of this Franchise, the party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, approval or consent shall not be unreasonably withheld.

9.2 **Notice**. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the City or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the City shall be addressed as follows:

City of Riverton

EXPIRING

816 North Federal Blvd.

Riverton, Wyoming 82501

The notices or responses to the Grantee shall be addressed as follows:

TCI Cablevision of Wyoming, Inc.
224 E. Fremont Ave.
Riverton, Wyoming 82501

with a copy to:

AT&T BIS
Central Division
4700 So. Syracuse Street, Suite 1100
Denver, Colorado 80237
Attn: Legal Department

The City and the Grantee may designate another address or addresses by giving notice to the other.

9.3 Descriptive Headings. The captions to sections are intended solely to facilitate the reading. They shall not affect the meaning or interpretation of the text herein.

9.4 Entire Agreement This Franchise constitutes the entire agreement between the Grantee and the City.

9.5 Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force an effect for the term of the Franchise, or any renewal or renewals thereof.

9.6 Choice of Law, Venue. This Franchise shall be governed by the laws of the State of Wyoming. The State and Federal District Courts of Wyoming shall have venue and jurisdiction for any action in law or equity which may be instituted to enforce the terms of this Franchise.

PASSED on first reading August 16, 2005

PASSED on second reading September 6, 2005

PASSED and adopted on third and final reading September 20, 2005

CITY OF RIVERTON

By: _____
John R. Vincent, Mayor

Attest:

_____
Tad M. Wright, City Clerk

EXPIRING

Accepted _____, 2005, subject to applicable Federal, State and local law.

TCI CABLEVISION OF WYOMING, INC.

_____
President

Attest:

_____
Secretary

CERTIFICATION OF PUBLICATION

I certify that this Ordinance was duly published by title and revised sections only on the 22nd day of September, 2005, in the Riverton Ranger, a newspaper of general circulation within the City of Riverton, at least once according to law, and was posted as by law required.

(SEAL)

_____
Tad M. Wright, City Clerk/Treasurer

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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 (fireworks permit). Please contact the City Clerk's office at (307) 856-2227 with any questions.

EVENT INFORMATION	
NAME OF APPLICANT/RESPONSIBLE PARTY: Max Batista	ADDRESS, CITY, STATE, ZIP: 816 N. Federal Blvd. Riverton, WY 82501
ORGANIZATION (IF APPLICABLE): Riverton Rendezvous Balloon Committee	
CONTACT PHONE NUMBER: 307-857-7703	CONTACT EMAIL ADDRESS: mbatista@rivertonwy.gov
NAME & PURPOSE OF EVENT: Fireworks Show & Live Music at Hot Air Balloon Glow	
LOCATION OF EVENT: Jaycee Park	
DATE(S) OF EVENT: Saturday, July 19, 2025	
TIME OF EVENT: FROM 6:00 a.m. TO 11:00 p.m.	
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 2
WILL THE EVENT HAVE FIREWORKS? ☑ YES ☐ NO IF YES, PLEASE COMPLETE SECTION 3	**WILL THE EVENT HAVE ALCOHOL?** ☑ YES ☐ NO IF YES, PLEASE COMPLETE 24-HR ALCOHOL PERMIT APPLICATION

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		Hampton Inn Catering Permit approved on 2/19/25
☑ PARK RESERVATION	$30.00	
☐ STREET OR RIGHT-OF-WAY CLOSURE	$50.00	
SECTION 2: LOUDSPEAKER PERMIT		
☑ LOUDSPEAKER PERMIT	$25.00	
SECTION 3: FIREWORKS PERMIT		
☑ **FIREWORKS PERMIT***	$25.00	
TOTAL PAYMENT:	$0.00	
***REQUIRES COUNCIL APPROVAL (FIREWORKS PERMIT)**		

SECTION 1: PUBLIC AREA USE PERMITS

TYPES OF PERMITS:	FEE:	CODE PROVISION:
☑ PARK RESERVATION	$30.00	FOR USE OF SHELTER AREA
☐ STREET CLOSURE OR RIGHT-OF-WAY CLOSURE	$50.00	RMC 10.04 TEMPORARY TRAFFIC MODIFICATION

PARK RESERVATION (SHELTER ONLY):

SPECIAL REQUEST (i.e.stakes, electricity, etc.)

JAYCEE PARK TO BE CLOSED ALL DAY

- This only reserves the shelter area and does not guarantee the cleanliness of the facilities or use of restrooms – please plan accordingly.
- Alcohol is not permitted without a proper permit.
- The location shall be left clean and free of debris.

X _____
Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: waived AMOUNT PAID: waived ☑ SIGN ☑ WEBSITE ☐ EMAILED

☑ ☐ APPROVED / DENIED ON: 02/06/2025

Courtney Bl
City Clerk Signature (OR DESIGNEE)

OTHER CONDITIONS SET FORTH BY THE PARK SUPERVISOR (OR DESIGNEE)

STREET OR RIGHT-OF-WAY CLOSURE REQUEST:

LOCATION DESCRIPTION OF DESIRED CLOSURE:

CLOSURE IMPACT (i.e. total closure, partial closure, remaining open to traffic) ATTACH EVEN MAP AND TRAFFIC CONTROL PLAN:

EVENT DESCRIPTION:

STREET BARRICADES:	PLEASE EXPLAIN TYPE PER TRAFFIC CONTROL PLAN
☐ CITY ☐ EVENT SPONSOR	

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

STATE HIGHWAYS REQUIRE ADDITIONAL PERMITTING FROM WYDOT

X _____
Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: _____ AMOUNT PAID: _____

☐ ☐ APPROVED / DENIED ON: _____

_____
City Clerk Signature (OR DESIGNEE)

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

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

SECTION 2: LOUDSPEAKER PERMIT

TYPES OF PERMITS:	FEE:	CODE PROVISION:
☑ LOUDSPEAKER	$25.00	RMC 8.16.010 Allows loudspeakers & amplifiers by permit between 8:00 AM & 12:00 AM

PLEASE EXPLAIN THE NATURE OF EQUIPMENT, THE VOLUME OF AMPLIFICATION, AND THE PURPOSE OF THE SOUND:

LIVE MUSIC BAND WITH BARCODE 307 AT CWC SOCCERFIELDS

Permit only issued for times between 8:00 AM & 12:00 AM

Permit not to exceed four (4) months.

x Max Batista
Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID: waived DATE(S) APPROVED: 07/19/2025 TIME(S) APPROVED: 7:00 p.m. - 12:00 a.m.

☑ ☐ APPROVED / DENIED ON: _____ _____
Chief of Police Signature (OR DESIGNEE)

OTHER CONDITIONS SET FORTH BY RIVERTON CHIEF OF POLICE:

SECTION 3: FIREWORKS PERMIT

TYPES OF PERMITS:	FEE:	CODE PROVISION:
☑ FIREWORKS*	$25.00	RMC 8.04.010 Allows fireworks display by permit with Council approval only.

PERSON IN CHARGE OF FIREWORKS DISPLAY OR PYROTECHNIC OPERATIONS:

PYROTECH PROFESSIONALS, LLC

LIST TYPES AND CLASS OF FIREWORKS TO BE DISPLAYED:

SEE ATTACHED

EVENT DESCRIPTION (Attach site map):

SEE ATTACHED

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

ANNUAL EVENT, ADVERTISING, SOCIAL MEDIA

Attach a letter of recommendation from the Riverton Volunteer Fire Department Fire Chief.
Required attendance at public hearing.

x Max Batista
Signature of Applicant

REQUIRES COUNCIL APPROVAL

FOR OFFICE USE ONLY

DATE PAID: waived PUBLIC HEARING DATE: 7/15/25

☐ ☐ APPROVED / DENIED ON: _____ _____
City Clerk Signature (OR DESIGNEE)

OTHER CONDITIONS SET FORTH BY CITY COUNCIL :

RIVERTON
WYOMING

CITY OF RIVERTON

EVENT APPLICATION
&
USE OF PUBLIC SPACE

APPROVAL CARD

EVENT INFORMATION

NAME OF APPLICANT/RESPONSIBLE PARTY:	ADDRESS, CITY, STATE, ZIP:
Max Batista	816 N. Federal Blvd. Riverton, WY 82501
ORGANIZATION (IF APPLICABLE):	
Riverton Rendezvous Balloon Committee	
CONTACT PHONE NUMBER:	CONTACT EMAIL ADDRESS:
307-857-7703	mbatista@rivertonwy.gov

NAME & PURPOSE OF EVENT:
Fireworks Show & Live Music at Hot Air Balloon Glow

LOCATION OF EVENT:
Jaycee Park

DATE(S) OF EVENT:
Saturday, July 19, 2025

TIME OF EVENT:
FROM 6:00 a.m. TO 11:00 p.m.

The following application(s):

- [x] PARK RESERVATION
- [ ] STREET OR RIGHT-OF-WAY CLOSURE
- [x] LOUDSPEAKER
- [x] FIREWORKS*

Are hereby:

- [ ] APPROVED AS SUBMITTED
- [ ] APPROVED WITH ADDITIONAL CONDITIONS
- [ ] DENIED

ON: _____
Date

_____
City Clerk Signature (OR DESIGNEE)

ADDITIONAL CONDITIONS:


FALLOUT ZONE 210' FEET
3" SHELLS MAX
LAUNCH SITE 3" SHELLS
City of Riverton -
Babe Ruth Ball Park
W Sunset Dr
W Sunset Dr

Riverton Volunteer Fire Department

Assistant Chief - Eric Nowland
RRT Admin - Jake Blumenshine
Secretary - Terry Heard
Treasurer - Tyler Goff

Fire Chief - Jesse Cassity

July 1st, 2025

To Whom It May Concern:

On behalf of the Riverton Volunteer Fire Department I am endorsing the use of fireworks for a display to be held on July 19th, 2025. With the understanding that the firework display will be held at Jaycee Park, as it has been held there in the past.

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

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

If you have any questions, please feel free to contact me directly at (307) 851-6605.

Thank you,

Jesse Cassity
Riverton Volunteer Fire Department
Fire Chief

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	**CONTACT NAME:** Kristy Wolfe **PHONE (A/C, No, Ext):** 308-382-2330 **FAX (A/C, No):** 308-382-7109 **E-MAIL ADDRESS:** kwolfe@ryderinsurance.com
INSURED Pyrotech Professionals LLC PO Box 912 Powell WY 82435	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** SCOTTSDALE INS CO — 41297 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 703809598 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CPS4078483	8/15/2024	8/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Additional Insured: City of Riverton
Fireworks Display Location: 1600 W Sunset Dr., Riverton WY

CERTIFICATE HOLDER

City of Riverton
c/o City Hall
816 N Federal Blvd
Riverton WY 82501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.
Additional Premium is Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Copyright, Insurance Services Office, Inc., 2008
INSURED

CITY COUNCIL STAFF REPORT

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

FROM: **Mia Harris, Administrative Services Director**

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

DATE: **July 15, 2025**

SUBJECT: **Transfer of Ownership for a Retail Liquor License by Mt. Everest Indian and Nepalese Bistro, LLC**

Recommendation: The Riverton City Council approves the Transfer of Ownership of a Retail Liquor License for Mt. Everest Indian and Nepalese Bistro, LLC for the remainder of the 4/1/2025 – 3/31/2026 liquor licensing term to be issued in an operational status.

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

Discussion: On June 20, 2025, staff received a transfer of ownership application for a retail liquor license submitted by Mt. Everest Indian and Nepalese Bistro, LLC as follows:

From:

160	**Sanderi, LLC** d/b/a Sundowner Station	Building located at 1616 N. Federal Blvd., Riverton, Fremont County, WY

To:

160	**Mt. Everest Indian and Nepalese Bistro, LLC** d/b/a Mt. Everest Nepalese and Indian Bistro, LLC	Building located at 1616 N. Federal Blvd., Riverton, Fremont County, WY

This license is currently in a non-operational status. The applicant intends to bring the license into operational status upon approval.

The application is pending final certification from the Wyoming Liquor Division. All required fees have been paid, and public notice has been properly advertised. As such, staff recommends approval of the transfer, contingent upon final state certification.

If approved, Mt. Everest Indian and Nepalese Bistro, LLC will relinquish its current restaurant license and operate solely under the retail liquor license.

Alternative: Deny the application submitted for a Retail Liquor License Transfer of Ownership based on applicable restrictions under RMC 5.04.170.

Budget Impact: The proposed transfer would result in $175.00 in application fee revenue. Additional sales tax revenue is anticipated but cannot be determined at this time.

(7/23)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City / Town / County Clerk

Local License #: 160

License Fees

Annual Fee: $_____

Prorated Fee: $_____

Transfer Fee: $100.00

Publishing Fee: $75.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 06 / 20 / 2025

Advertising Dates: (2 Consecutive Weeks Prior to Hearing)

06/28/2025 & 07/05/2025

Public Hearing Date: 07 / 15 / 2025

License Term: 07 (Month) / 15 (Day) / 2025 (Year) Through 03 (Month) / 31 (Day) / 2026 (Year)

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

Applicant (Business Name): MT EVEREST INDIAN AND NEPALESE BISTRO LLC

Doing Business As (DBA) / Trade Name: MT EVEREST NEPALESE AND INDIAN BISTRO

Building to be licensed / Building Address: 1616 N FEDERAL BLVD
(Address Number, and Suite or Unit Number, and Street or Road Name)

RIVERTON (City) WY (State) 82501 (Zip) FREMONT (County)

Local Mailing Address: 1616 N FEDERAL BLVD
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

RIVERTON (City) WY (State) 82501 (Zip) FREMONT (County)

Local Business Telephone Number: (307) 855-5799 Fax Number: _____

Business E-Mail Address: mteverestbistro@gmail.com

Business Primary Contact: Santosh (First Name) Sedhai (Last Name)

FILING FOR

- ☐ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☒ TRANSFER OF OWNERSHIP
  - ☒ ASSIGNMENT LETTER MUST BE ATTACHED

FORMERLY HELD BY: SANDERI, LLC

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY / TOWN OF: RIVERTON
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
  - ☐ LP ☐ LLP ☐ LLLP
  - ☒ LLC ☐ LC
- ☐ CORPORATION (INC)
- ☐ POLITICAL SUDIVISION
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

- ☒ **RETAIL LIQUOR LICENSE**

PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)

- ☐ ON-PREMISE BAR
- ☐ OFF-PREMISE PACKAGE STORE
- ☒ ON & OFF PREMISE BAR & PACKAGE STORE

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

LIMITED RETAIL LIQUOR LICENSE (CLUB)

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

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

SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)

- ☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))
- ☐ GOLF CLUB (W.S. 12-5-201(f))
- ☐ GUEST RANCH (W.S. 12-5-201(f))
- ☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))
- ☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))
- ☐ Other: _____

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

- ☒ FULL TIME
- ☐ SEASONAL
- ☐ NON-OPERATIONAL / PARKED

MONTHS OF OPERATION from _____ to _____ ☒ All Year (Jan-Dec)

DAYS OF WEEK OF OPERATION from _____ to _____ ☒ Every Day (Mon-Sun)

HOURS OF OPERATION from 11:00 AM to 9:00 PM ☐ 24 Hours a Day

(7/23)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)
Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building. ☐ YES (own)
(b) The Applicant **LEASES** the licensed building. ☒ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page 1 paragraph 3.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) **Sales** provision for alcoholic or malt beverages: located, on page 1 paragraph 7.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

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2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

(a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

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3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

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

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4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

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5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

(a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

---

6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

---

7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

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

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8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

(a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO

(c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO

1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

(a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO

13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other:
W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(7/23)

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
Santosh Sedhai	08/22/1997	1616 N. Federal Blvd. Riverton, WY 82501	(303) 669-2570	2	28%	YES ☐ NO ☒	YES ☐ NO ☒
Bikram Kunwar	04/27/1988	1616 N. Federal Blvd. Riverton, WY 82501	(931) 252-9067	2	29%	YES ☐ NO ☒	YES ☐ NO ☒
Hemant Bhandan	07/22/1996	1616 N. Federal Blvd. Riverton, WY 82501	(781) 350-6107	2	28%	YES ☐ NO ☒	YES ☐ NO ☒
Dipak Budhathoki	12/17/1968	564 Twilight St. Riverton, WY 82501	(720) 771-6368	2	15%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☒ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☒ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
.) SS.
COUNTY OF FREMONT *)*

Signed and sworn to before me on this 25 day of JUNE, 20 25 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Santosh Sedhai	Santosh Sedhai	owner
2)			
3)			
4)			
5)			

Witness my hand and official seal:

Max Batista
Signature of Notary Public

(SEAL)

MAX BATISTA
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 168329
MY COMMISSION EXPIRES: 04/03/2029

My commission expires: 04/03/2029

June 20, 2025

Mt. Everest Indian and Nepalese Bistro, LLC
Mt. Everest Nepalese and Indian Bistro
1616 N. Federal Blvd.
Riverton, WY 82501

Re: City of Riverton Restaurant Liquor License #480

To Whom it May Concern:

Mt. Everest Indian and Nepalese Bistro, LLC currently holds a restaurant liquor license. We have recently submitted an application for a transfer of a retail license currently held by Sanderi, LLC dba Sundowner Station. It is our intention to relinquish the restaurant license upon approval of the retail liquor license.

Thank you,

Santosh Sedhai

CITY COUNCIL STAFF REPORT

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

FROM: **Brendan Thoman, P.E., Public Works Director**
Lane Davis, Fleet/Sanitation supervisor

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

DATE: **July 15, 2025**

SUBJECT: **Bid Award of Three-Quarter Ton Work Truck**

Recommendation: The Riverton City Council approves the purchase of a new three-quarter ton, crew cab, four-wheel drive, standard bed, work truck.

Background: During the preparation and adoption of the 2025-2026 budget, the Riverton City Council authorized the purchase of new three quarter ton work truck for the Streets & Alleys Division, at the request of the Public Works Department. The Riverton City Council budgeted $57,000.00 for the total project, which included procurement of the vehicle, and the purchase and installation of the required equipment.

Discussion: Wyoming State Statute requires that the purchase of any vehicle be competitively bid. The bid was advertised beginning June 18, 2025. A public bid opening was held July 3, 2025. Bids were received from three different entities with one entity submitting two bids. One out of state vendor submitted a bid (Nelson Auto Center) and three in-state vendors submitted bids. Wyoming State Statute provides for a 5% bid preference for in-state bidders pursuant to Wyoming Statute 16-6-102. Listed below are the bids received:

VENDOR	UNIT PRICE
Nelson Auto Center (Ford)	$50,992.00 + 5%= $53,541.60
Nelson Auto Center (Dodge)	$46,561.00 + 5% = $48,889.05
Fremont Motor Co. (Ford)	$50,471.84
Fremont Motor Co. (Dodge)	$46,522.00
Fremont Chevy, Buick, GMC (Chevy)	$47,575.00

Staff proposes the City of Riverton Awards the bid to Fremont Chevrolet Buick GMC in the amount of $47,575.00. Fremont motor company (Dodge) was unable to meet all minimum bid specifications, specifically the requirement for a 10-speed automatic transmission. Fremont Chevrolet Buick GMC's bid, represents the lowest responsive bid that meets all required specifications.

Alternative Options: The council may consider the following alternatives for the proposed bid award:

1. Award to the bid to Fremont Motor Co. (Dodge)
    a. While providing the lowest submitted unit price, the proposal did not meet the full advertised specifications of the bid and can therefore be determined unresponsive (8-speed transmission v. 10-speed transmission). The council may determine this variance to be immaterial, waive this specification, and award this bidder.
2. Reject all bids

Budget Impact: $57,000.00 is budgeted for the purchase of this vehicle.

CITY COUNCIL STAFF REPORT

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

FROM: **Brendan Thoman, P.E., Public Works Director**
Lane Davis, Fleet and Sanitation supervisor

THROUGH: **Kyle Butterfield, City Administrator**

DATE: **July 15, 2025**

SUBJECT: **Bid Award – Weed & Pest Cab Tractor**

Recommendation: The Riverton City Council approves the purchase of a new four-wheel drive cab tractor.

Background: During the preparation and adoption of the Fiscal Year 2026 budget, the Riverton City Council authorized the purchase of a new four-wheel drive cab tractor for the Weed & Pest Division, at the request of the Public Works Department. The Riverton City Council budgeted $77,000.00 for the total project, which included procurement of the vehicle, and the purchase and installation of the required equipment.

Discussion: Wyoming State Statute requires that the purchase of any vehicle be competitively bid. The bid was advertised beginning June 18, 2025 and bids were publically opened July 3. 2025. Bids were received from two (2) companies with one (1) bid being responsive and (1) bid being non-responsive. Listed below are the bids received:

VENDOR	UNIT PRICE
Stotz Equipment	$73,250.00
Browns Equipment	$71,100.00

Staff proposes the City Council awards the bid to Stotz Equipment in the amount of $73,250.00.

The bid from Stotz equipment was deemed responsive meeting both the requested specifications for motor size (276 cubic inch) and transmission gears (24 forward, 12 reverse, shift-on-the-go). The bid proposal from Brown's Equipment did not meet these specifications and was not submitted in a sealed envelope as required by the request for proposals.

Alternative Options: The council may consider the following alternatives for the proposed bid award:

1. Award the bid to Brown's Equipment
    a. While providing the lowest submitted unit price, the proposal did not meet the full advertised specifications of the bid request and can therefore be determined unresponsive (24-speed shift-on-the go vs a 12 speed transmission and a 207 cubic inch motor vs 276 cubic inch motor). The council may determine these variances to be immaterial, waive these specification, and award this bidder.
2. Reject all bids

Budget Impact: $77,000.00 is budgeted for the purchase of this equipment.

CITY COUNCIL STAFF REPORT

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

FROM: **Eric Hurtado, Chief of Police**

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

DATE: **Ju1y 15, 2025**

SUBJECT: **Grant Assistance Master Service Agreement**

Recommendation: The City Council authorize the Riverton Police Department to enter into a Master Service Agreement with LEXIPOL, LLC to support grant-writing efforts for the Police Department's Technology Upgrade Project.

Background: Earlier this year, the Riverton City Council approved funding in the Capital Expense budget to initiate the Police Technology Upgrade Project. This initiative aims to enhance officer safety, improve operational efficiency, and modernize law enforcement tools and procedures.

The project includes the upgrade of body-worn cameras (BWCs), replacement of law enforcement Tasers, and implementation of live-streaming capabilities to the Dispatch Center. It also envisions the integration of new transcription technology for report writing and BWC footage, a holster-activated Taser notification system, and expanded cloud-based storage through Evidence.com for efficient data sharing with the Prosecutor's Office. In addition, the project proposes the purchase of additional Mobile Data Terminals (MDTs) for patrol vehicles, live GPS tracking for patrol units and officers, and the potential deployment of a patrol response drone.

Discussion: Due to the scale and scope of this technology upgrade, multiple grant applications will be required. No single grant is expected to cover all components of the project. Accordingly, staff proposes to engage LEXIPOL's grant assistance team to identify appropriate funding opportunities and assist with the preparation and submission of grant applications.

The proposed Master Service Agreement with LEXIPOL, LLC, and related documents are included as Exhibits to this report.

Budget Impact: The cost of grant assistance through LEXIPOL is $7,500 annually for two years. This expense has been budgeted and approved under the Police Department's "Professional & Consulting" line item (Target Code 1-42120-361) for FY 2025.

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 07/01/2025

Initial Term End Date: 06/30/2026

Account Executive Information

Carrie Schneider
Senior Account Executive
cschneider@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Eric Hurtado
Chief
ehurtado@rivertonwy.gov
307-856-4891

Riverton Police Department
816 N Federal Blvd
Riverton, Wyoming 82501

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Riverton Police Department		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Year 1						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GAP LocalGov - Tier 1 Rural City	$7,500.00	0%	$0.00		$7,500.00
			Discount:	$0.00	Subtotal:	$7,500.00

002 Year 2						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GAP LocalGov - Tier 1 Rural City	$7,500.00	0%	$0.00		$7,500.00
			Discount:	$0.00	Subtotal:	$7,500.00

Discount:	$0.00
Subtotal:	$15,000.00
Tax:	
Total Due:	$15,000.00

Custom Agreement Terms
Program auto renews at the end of the initial term

Notes
Grant Retainer Services: Grant Research + Alerts, Consulting, and Review (2-Year Commitment)
- 1 annual user subscriptions to GrantFinder
- 1 Grant Writing Submissions per year
- Dedicated program manager
- 1x annual strategic planning session
- Custom Grant Research
- Bimonthly grant consulting sessions led by senior grant experts
- Grant application and narrative review by team of experts (maximum 6 per year)
- Biannual performance reports
- 25% discount off rate card for additional grant writing services on a per project, per application basis

Exhibit B

Description of Services

Grant Assistance Program

Agencies pursuing multiple grants need a consistent partner that understands their business and can work closely to develop a multi-year grants strategy. Lexipol's Grant Assistance Program is a retainer service combining all our pre-award grant services, including grant research, alerts, consulting and review.
Includes Monthly Grant Retainer Services: Grant Research + Alerts, Consulting, and Review (2-year commitment)

- Up to 3 annual user subscriptions to GrantFinder
- 1 Grant Writing Service per year
- Dedicated program manager
- 1x annual strategic planning session
- Complimentary grant alerts for each user subscriber
- Bimonthly grant consulting sessions led by senior grant experts
- Grant application and narrative review by team of experts maximum 6 per year
- Biannual performance reports
- Discount off rate card for grant writing services on a per project, per application basis
- Commitment for 2 years - may be billed up front or annually

The Agency Expectations: Please note the following services process to ensure our agreement runs smoothly.

Here is a step-by-step outline of the post-contract process:

- You will be introduced to your Account Management team.
- A needs assessment worksheet will be sent to gather basic information about your project goals and grant plans for the year, and a meeting will be scheduled to review this information with your Account Management team.
- You will be given access to GrantFinder at this time.
- Your Account Management team will work with you to determine the most viable target grants for your intended projects.
- Selected grant programs and applications can be submitted to your Account Management team for review and consulting.
- Bimonthly, or quarterly check-in calls are available, as needed.
- Grant Writing services included must be identified and submitted during the annual contract term.
- Additional Grant Writing services are available at a discounted rate and may be added, as needed.

Lexipol is compliant in receiving funding under federally funded grants or contracts for pre and post award services, pursuant to 2 C.F.R. Part 180.

Exhibit C
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. **Definitions**. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **"Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **"Agency Data"** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **"Agreement"** means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **"Custom Agreement Terms"** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **"Initial Term"** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **"Initial Term Start Date"** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **"Initial Term End Date"** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **"Lexipol Content"** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **"Services"** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal**. This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation**. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause**. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

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of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential,

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including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any oth er provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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CITY COUNCIL STAFF REPORT

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

FROM: **Mia Harris, Administrative Services Director**

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

DATE: **July 15, 2025**

SUBJECT: **FY25 Audit Engagement Agreement – ClingerHagerman, LLC**

Recommendation: That the City Council approves ClingerHagerman, LLC to perform the city's financial statement and compliance reporting services for the fiscal year ending 2025.

Background: Pursuant to Wyoming Statute §16-4-121, the governing body of each municipality must conduct an annual audit of the financial affairs and transactions of all funds and activities of the City for each fiscal year. At the discretion of the governing body, audits may also be performed more frequently.

Independent auditors must conduct these audits in accordance with generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants (AICPA) for audits of state and local government units. Audit procedures must also comply with *Government Auditing Standards* issued by the Comptroller General of the United States and all requirements under Wyoming Statute §9-1-507.

Discussion: In 2022, the City engaged ClingerHagerman, LLC to complete a comprehensive review and audit of the City's financial statements and compliance reporting for a three-year term. This engagement concluded with the fiscal year ending June 30, 2024.

ClingerHagerman has proactively provided an engagement letter offering to continue providing audit services for the fiscal year ending June 30, 2025. The quoted fee for these services is $69,100.

ClingerHagerman, LLC possesses the professional expertise, experience, and capacity to perform the required services. The firm has extensive knowledge of local government auditing, including single audit compliance and review, and maintains sufficient staffing to meet the established audit schedule.

In order to comply with statutory deadlines for submission of the completed report to the Wyoming Department of Audit, staff recommends approval of this engagement for the fiscal year ending June 30, 2025.

Alternatives:

- Approve for a single year
- Approve for a three-year term as provided in the fee quote
- Advertise for proposals
- Deny the request

Budget Impact: The city staff budgeted $69,875 for the financial statement audit this fiscal year. This pricing proposal falls within the approved budget.

June 18, 2025

To the Honorable Mayor, Members of the
City Council and City Administrator of:
City of Riverton, Wyoming

We are pleased to confirm our understanding of the services we are to provide for the City of Riverton, Wyoming for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Riverton, Wyoming as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Riverton, Wyoming's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Riverton, Wyoming's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Schedule of the City's Share of the Net Pension Liability
3) Schedule of Contributions
4) Budgetary Comparison Schedule – General Fund
5) Budgetary Comparison Schedule – Economic Development Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Riverton, Wyoming's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1) Non-Major Governmental Funds Combining Statements
2) Schedule of Expenditures of Federal Awards
3) Schedule of Passenger Facility Charges Collected and Expended for Each Quarter

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
- Internal control over compliance related to the Passenger Facility Charge Program and an opinion (or disclaimer of opinion) on compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration that could have a direct and material effect on the Passenger Facility Charge Program.

Auditor's Responsibilities for the Audit of the Financial Statements, the Single Audit and the Passenger Facility Charge Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and the Passenger Facility Charge Audit Guide for Public Agencies, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, a determination of the compliance requirements that could have a direct and material effect on the City of Riverton, Wyoming's Passenger Facility Charge Program in accordance with the Passenger Facility Charge Audit Guide, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to

the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

As required by the Passenger Facility Charge Audit Guide for Public Agencies (the "Guide") we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the Passenger Facility Charge Program. However, our tests will be less in scope that would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control pursuant to the Guide.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and the Passenger Facility Charge Audit Guide for Public Agencies.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Riverton, Wyoming's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Riverton, Wyoming's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of

these procedures will be to express an opinion on the City of Riverton, Wyoming's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

The Passenger Facility Charge Audit Guide for Public Agencies. requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of the Passenger Facility Charge Program. Our procedures will consist of tests of transactions and other applicable procedures described in the Passenger Facility Charge Audit Guide for Public Agencies for the types of compliance requirements that could have a direct and material effect on the City of Riverton, Wyoming's Passenger Facility Charge Program. The purpose of these procedures will be to express an opinion on the City of Riverton, Wyoming's compliance with requirements applicable to the Passenger Facility Charge Program as outlined in the Passenger Facility Charge Audit Guide for Public Agencies.

Responsibilities of Management for the Financial Statements, the Single Audit and the Passenger Facility Charge Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, schedule of passenger facility charges collected and expended for each quarter and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, schedule of passenger facility charges collected and expended for each quarter, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information

of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the Passenger Facility Charge Audit Guide for Public Agencies; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; schedule of passenger facility charges collected and expended for each quarter; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You are responsible for identifying, understanding, and complying with the applicable compliance requirements and for the preparation of the schedule of passenger facility charges collected and expended for each quarter, for the Passenger Facility Charge Program in conformity with the Passenger Facility Charge Audit Guide for Public Agencies. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of

expenditures of federal awards. You agree to include our report on the schedule of passenger facility charges collected and expended for each quarter, in any document that contains, and indicates that we have reported on, the schedule of passenger facility charges collected and expended for each quarter. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards or the schedule of passenger facility charges collected and expended for each quarter, no later than the date the schedule of expenditures of federal awards or the schedule of passenger facility charges collected and expended for each quarter, are issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and or the schedule of passenger facility charges collected and expended for each quarter in accordance with the Uniform Guidance and the Passenger Facility Charge Audit Guide for Public Agencies, respectively; (2) you believe the schedule of expenditures of federal awards and the schedule of passenger facility charges collected and expended for each quarter, including their form and content, are stated fairly in accordance with the Uniform Guidance and the Passenger Facility Charge Audit Guide for Public Agencies; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and the Passenger Facility Charge Audit Guide for Public Agencies.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, schedule of passenger facility charges collected and expended for each quarter, and related notes of the City of Riverton, Wyoming in conformity with accounting principles generally accepted in the United States of America, the Uniform Guidance, and the Passenger Facility Charge Audit Guide for Public Agencies, based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, schedule of passenger facility charges collected and expended for each quarter, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, schedule of passenger facility charges collected and expended for each quarter, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, schedule of passenger facility charges collected and expended for each quarter, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, schedule of passenger facility charges collected and expended for each quarter, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services we provide by designating an individual, Mia Harris, Administrative Services Director, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted

within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Riverton, Wyoming; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of ClingerHagerman, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ClingerHagerman, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Micah Clinger is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services is not to exceed $69,100 as outlined in our Schedule of Proposed Fees that is accompanying this letter. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of City Council and City Administrator of the City of Riverton, Wyoming. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. The Passenger Facility Charge report on internal control over compliance will state that purpose of the report on internal control over compliance is sole to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements outlined in the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. All three reports will state that the report is not suitable for any other purpose.

Indemnification

ClingerHagerman, LLC (the Firm) shall indemnify, defend and hold harmless the City, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of the Firm's failure to perform any of the Firm's duties and obligations under this contract or in connection with the negligent performance of the Firm's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of the Fim's professional services under this agreement.

The Firm shall be liable to City for all damages including consequential damages and every expense, cost, exclusive of betterment, attorneys' fees and payment incurred by City as the result of negligence, or negligent acts in any of the services furnished under this agreement.

Without limitation as to other remedies, which City may have, the Firm will without additional compensation, correct or revise any errors or deficiencies in its professional auditing services, that could be deemed to have a material impact to the audited financial statements.

We appreciate the opportunity to be of service to the City of Riverton, Wyoming and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

You have requested that we provide you with a copy of our most recent external review report and any subsequent reports received during the contract period. Accordingly, our 2023 peer review report accompanies this letter.

Sincerely,

Clinger Hagerman, LLC

ClingerHagerman, LLC
Laramie, Wyoming

RESPONSE:
This letter correctly sets forth the understanding of City of Riverton, Wyoming.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

WATSON COON RYAN
CERTIFIED PUBLIC ACCOUNTANTS

6025 South Quebec Street, Suite 260
Centennial, Colorado 80111
303-792-3020 (o) | 303-232-7237 (f)
www.wcrcpa.com

Report on the Firm's System of Quality Control

April 24, 2024

To the Members of ClingerHagerman, LLC and
the Peer Review Committee of the Nevada Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of ClingerHagerman, LLC in effect for the year ended August 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of ClingerHagerman, LLC in effect for the year ended August 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. ClingerHagerman, LLC has received a peer review rating of pass.

Watson Coon Ryan, LLC

Centennial, Colorado

June 18, 2025

Mia Harris, CPFA, CPFIM
Administrative Services Director
City of Riverton, Wyoming

We are pleased provide a schedule of our proposed fees for the City of Riverton, Wyoming (the City) for the years ended June 30, 2025, 2026, and 2027.

SCHEDULE OF PROPOSED FEES

ClingerHagerman, LLC is committed to competitive fees for the City that are commensurate with the experience and necessary level of service described in this proposal. At all times, we want you to feel that the dollars you spend for our professional services bring you exceptional value. Based on our understanding of your service needs and estimated hours required to meet professional standards, we have prepared the following fee estimate.

FEE QUOTE

SERVICE	2025	2026	2027
Annual audit of the City's financial statements* *(including the audit of one major program under the Uniform Guidance)*	$ 51,250	$ 54,000	$57,000
Single audit fees for each additional major program *(beyond the first major program as noted on the row above)*	5,300	5,400	5,500
Passenger Facility Charge audit	3,800	3,900	4,000
Financial Statement preparation assistance**	8,750	9,000	9,250
Retention of working papers	**Included**	**Included**	**Included**
Virtual Attendance at Council meetings			
Management letter			
Communication of internal control matters			
Fixed Fees (not to exceed)*	**$ 69,100**	**$ 72,300**	**$ 75,750**

*Costs are inclusive of out-of-pocket expenses, travel, etc.

**Fee is not to exceed based on estimated hours to assist in the preparation of the financial statements.

ASSUMPTIONS

Our proposed fees are based on a number of conditions and assumptions:

- Your books and records are in good condition.
- Your accounting/finance staff will provide reasonable and customary assistance.
- There will be no significant changes in your operations from current levels.
- There will be no new audit standards or significant changes to existing standards.

In the event that conditions change during the course of the engagement, we may need to modify our fees. However, rest assured we would not perform any additional work nor incur any additional charges without discussing the proposed work and fees with you first.

Fee Increases in Subsequent Years

We normally assess and adjust our rate structure annually according to increases experienced in the local Consumer Price Index (CPI) and related practice management costs. In recent years, these have been in the range of five to eight percent. We can guarantee any fee increases will not exceed this structure, assuming no significant changes in scope, accounting standard changes, or operations of the City.

ADVICE AND RESEARCH ON AUDIT ISSUES

Our policy is to not charge for short telephone calls seeking miscellaneous advice unless those consultations require significant additional work or research. If a matter requires further follow-up, we will discuss a fee estimate with you before incurring significant time.

Our proposed communication approach includes discussion of new accounting standards, providing technical accounting assistance, and addressing implementation issues, without the need for additional billings.

We appreciate the opportunity to be of service to the City of Riverton, Wyoming and believe this schedule accurately summarizes the anticipated fees for the years ending June 30, 2025, 2026, and 2027.

If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

RESPONSE:

_____ _____

Management Signature Date

CITY COUNCIL STAFF REPORT

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

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

DATE: **July 15, 2025**

SUBJECT: **Resolution No. 1530 – Riverton Youth Council**

Recommendation: The City Council adopts Resolution No. 1530 amending the membership limits of the Riverton Youth Council.

Background: The council adopted annual goals for fiscal year 2026 via Resolution No. 1519 on March 18, 2025. In the category of community and economic development, the council set a goal to develop and implement a youth council program.

Several Riverton youth have been working with a councilmember to frame the parameters of a youth city council. The City Council considered a proposal prepared by these youth during the April 8, 2025 work session of the council. The council also discussed how other youth council programs in the state functioned and considered priorities and expectations for the proposed Riverton Youth Council.

The council adopted Resolution No. 1523 on May 6, 2025. It supported the formation of the Riverton Youth Council and established several general provisions of the council. In brief, it:

- Outlined the Riverton Youth Council will consist of five to nine youth between the ages of fifteen to eighteen appointed by the Mayor with the advice and consent of the City Council; and
- Established the Mayor, or another member of the council, will serve as liaison to the Riverton Youth Council; and
- Assigned the City Administrator, or their designee, as liaison to the Riverton Youth Council; and
- Required the establishment of bylaws to be filed with the City Clerk and a regular meeting schedule.

Discussion: Members of the City Council have expressed a desire to amend the membership limits established by Resolution No. 1523. Rather than capping the membership to nine youth between the ages of fifteen to eighteen, there is interest in allowing the council to choose each year how many youth would serve on the Youth Council. Resolution No. 1530 repeals Resolution No. 1523 and changes the allowable membership of the Riverton Youth Council.

Budget Impact: There is no budget impact associated with Resolution No. 1530.

RESOLUTION NO. 1530

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON SUPPORTING THE FORMATION OF THE RIVERTON YOUTH COUNCIL FOR THE CITY OF RIVERTON AND REPEALING RESOLUTION NO. 1523.

WHEREAS, the City Council strives to make the City of Riverton a vibrant community where residents prosper and enjoy a positive quality of life; and

WHEREAS, the City Council adopted Resolution No. 1519 to establish goals and objectives for Fiscal Year 2025-2026 to promote the long-term welfare and success of the City of Riverton; and

WHEREAS, the City Council recognizes that cities benefit when youth are empowered, supported, and informed, thus becoming productive members of the community; and

WHEREAS, a goal was established by the City Council to develop and implement a Youth Council program in Fiscal Year 2025-2026; and

WHEREAS, the purpose of the Riverton Youth Council is to improve youth civic engagement, community involvement, and understanding of local government.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING the City of Riverton will establish the Riverton Youth Council for the purpose of advising the Mayor and Council on matters related to youth, promoting civic engagement among youth, and serving as a communication conduit between youth, the City Council, and the Riverton community; and

BE IT FURTHER RESOLVED the Riverton Youth Council will consist of a minimum of five youth between the ages of fifteen to eighteen appointed by the Mayor with the advice and consent of the City Council; and

BE IT FURTHER RESOLVED the Mayor, or member of the City Council selected by the Mayor with the consent of the City Council, will serve as a liaison to the Riverton Youth Council; and

BE IT FURTHER RESOLVED the City Administrator, or their designee, will serve as a liaison to the Riverton Youth Council in order to provide administrative support;

BE IT FURTHER RESOLVED the Riverton Youth Council will develop bylaws, to be filed with the City Clerk, and provide for a regular meeting schedule.

BE IT FURTHER RESOLVED the governing body hereby repeals Resolution No. 1523.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Riverton, Wyoming, this 15th day of July 2025.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock, Mayor

ATTEST:

_____
Mia Harris, Administrative Services Director