



City of Riverton
Regular Council Meeting
Tuesday, March 3, 2026 at 7:00 pm
Riverton City Hall Council Chambers
816 N Federal Blvd.
Riverton, WY 82501

At 6:45 P.M. on Tuesday, March 3, 2026, 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 Brothers
Ward III: Mike Bailey, Eric P. Carr
- 5) Declaration of Quorum.
- 6) Approval of the Agenda.
- 7) Introduction & Oath of Office: Youth Council.
- 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:
 - Amendment to Minutes of the January 20, 2026 Regular Meeting.
 - Minutes of the February 17, 2026 Regular Council Meeting.
 - Minutes of the March 3, 2026 Finance Committee Meeting.
 - Finance Committee Recommendations from March 3, 2026.
 - Consideration of Resolution No. 1543 – 422 E. Main.
 - 1500 Block Subdivision, Lot 3 Re-subdivision.
- 11) Tourism Asset Development (TAD) Grant Awards.
- 12) Consideration of Ordinance No. 26-003, 3rd & Final Reading – Berlin's Addition Rezone.
- 13) Berlin's First Addition Lots 2, 3, & 4, Block 2, Replat.
- 14) Engineering Services Agreement: West Main Waterline Project.
- 15) Consideration of Resolution No. 1544 – FY27 Council Goals.
- 16) Consideration of Resolution No. 1545 – Optional ¾% Sales and Use Tax.
- 17) Memorandum of Agreement (MOA) – Optional ¾% Sales and Use Tax.
- 18) Executive Session – If Needed.

“Excellence in Service to the Rendezvous City”

19) Adjourn.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held January 20, 2026
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 Eric Carr, Rebecca Brothers, Mike Bailey, Kyle Larson, and Karen Johnson. Mayor Hancock led the Pledge of Allegiance, and Council Member Bailey conducted the invocation.

Roll call was conducted. Council Member Johnson moved, seconded by Council Member Bailey, to excuse Council Member Karla Borders from the meeting. Mayor Hancock declared a quorum of the council.

City Staff present: City Administrator Kyle Butterfield, Administrative Services Director Mia Harris, Public Works Director Brendan Thoman, Police Lieutenant Heath Wharton, Community Development Director Gary Michaud, and Deputy City Clerk Max Batista.

Approval of the Agenda – Council member Brothers moved, seconded by Council Member Carr, to approve the agenda, amending item number 14 to read “Consideration of Resolution No. 1539 – AIP 65 & AIP 66 Grant Applications.” The motion passed unanimously.

Citizen Recognition – Mayor Hancock introduced and recognized Ezra Schooner for his dedication to serving and helping others, presenting him with a Certificate of Recognition.

Mayor’s Comments – Mayor Hancock recognized City Administrator Kyle Butterfield for receiving his International City/County Management Association (ICMA) certification. Mr. Butterfield’s family presented him with handcrafted certificates in recognition of his accomplishment.

Council Committee Reports & Council Members' Roundtable – Council Member Carr reported on the upcoming Planning Commission meeting. Council Member Brothers reported on her attendance at the Fremont County School District #25 Recreation Board meeting and the Riverton High School Speech and Debate Tournament. She thanked the community for their support in hosting the tournament. She also reported on the upcoming Riverton Youth Council meeting. Council Member Bailey reported on his attendance at meetings of the Riverton Youth Council, the Fix Our Roads Citizens Committee (FORCC), and the Airport Board. Council Member Larson reported on his attendance at the Fremont County Solid Waste Disposal District Board meeting and commented on matters related to the airport and the new hospital. Council Member Johnson reported on her attendance at the Missoula Children’s Theater performance, conversations with citizens regarding the intersection of Country Acres Road and State Highway 789, and positive feedback received concerning the new wayfinding signs.

City Administrator’s Report – City Administrator Kyle Butterfield expressed his appreciation for the ICMA recognition and thanked the Riverton Police Department Lieutenants for their presentation on the new Axon technology. He also provided updates regarding the Police Department, airport grants, and Public Works. Mr. Butterfield informed the Council that Administrative Assistant Kianna Rodriguez had given birth to a baby boy and then yielded the floor to Administrative Services Director Mia Harris. Ms. Harris addressed Council Member Johnson’s concern regarding the liquor license transfer approved at the previous Regular Council meeting.

Mayor’s Comments – Mayor Hancock reported on his attendance at the Spud Man grand reopening and the Speech and Debate Tournament. He also shared a letter recognizing John Detimore for his 30 years of dedicated service on the Construction Board of Appeals.

Communication from the Floor – Members of the Fremont County Law Enforcement Foundation (FCLEFF) were present to report on the upcoming Ballgowns & Badges event and on grants awarded to local law enforcement agencies within Fremont County.

Consent Agenda – Administrative Services Director Mia Harris read the consent agenda items by title only: Minutes of the January 6, 2026 Regular Council Meeting; Minutes of the January 20, 2026 Finance Committee Meeting; Finance Committee Recommendations from January 20, 2026; Municipal Court Report for the month of December 2025; Plat Approval – Long First Addition. Finance Committee Chair Carr reported that the Finance Committee approved claims to be paid in the amount of \$959,745.52, Elan credit card in the amount of \$5,493.32, manual checks in the amount of \$70.00, payroll & liabilities for January 9, 2026, in the amount of \$247,473.38, for a total of \$1,212,782.22. Council Member Brothers moved, seconded by Council Member Bailey, to approve the consent agenda as presented. The motion passed unanimously, with Council Member Bailey abstaining from claims related to Bailey Enterprises, Inc.

FY24-25 Audit Report – Administrative Services Director Mia Harris introduced Micah Clinger with the audit firm of Clinger Hagerman. Mr. Clinger presented the Fiscal Year 2024-2025 Financial Audit Report.

Consideration of Ordinance 26-001 – 2nd Reading – Underage Persons in Bars, Title 5 – Administrative Services Director Mia Harris introduced proposed Ordinance No. 26-001. This ordinance proposes to amend Title 5, Chapter 5.04 by allowing underage persons to enter a liquor establishment with specific restrictions. Administrative Services Director Mia Harris read Ordinance No. 26-001 by title only. Council Member Carr moved, seconded by Council Member Bailey, to adopt Ordinance No. 26-001 on second reading.

After discussion involving the council, city staff, and public, Council Member Johnson moved, seconded by Council Member Larson, to table the discussion until the next Regular Council meeting. The motion passed with Mayor Hancock and Council Members Brothers, Bailey, Larson, and Johnson voting aye, and Council Member Carr voting nay.

Council Member Bailey moved, seconded by Council Member Brothers, to direct staff to hold a Work Session meeting inviting liquor license holders on Monday, January 26, 2026, at 5:00 p.m. The motion passed unanimously.

Consideration of Ordinance 26-002 – 2nd Reading – Underage Persons in Bars, Title 9 – Administrative Services Director Mia Harris introduced proposed Ordinance No. 26-002. This ordinance proposes to amend Title 9, Chapter 9.16 by allowing underage persons to frequent or remain in barrooms, saloons, or similar establishments, subject to the provisions in RMC 5.04.020 as amended. Administrative Services Director Mia Harris read Ordinance No. 26-002 by title only. Council Member Bailey moved, seconded by Council Member Johnson, to table the discussion until the next Regular Council meeting.

[Consideration of Resolution No. 1539 – AIP65 & AIP66 Grant Applications – Public Works Director Brendan Thoman reported on Resolution No. 1539. This Resolution would support the application for federal and state grant funds to cover costs associated with the Taxiway D Rehabilitation and Lighting Upgrade Project. Administrative Services Director Mia Harris read Resolution No. 1539 by title only. Council Member Larson moved, seconded by Council Member Bailey, to adopt Resolution No. 1539. After discussion involving the council and city staff, the motion passed unanimously.](#)

Resident Project Representative Agreement – Riverview Road – Public Works Director Brendan Thoman reported on the Riverview Road Reconstruction Project. Council Member Brothers moved, seconded by Council Member Larson, to approve an amendment to the Memorandum of Understanding (MOU) with Fremont County Government for the Riverview Road Reconstruction Project to include construction phase services by the engineer, J-U-B Engineers, Inc. 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 Carr, to adjourn the Regular Council meeting at 9:03 p.m. The motion passed unanimously.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

Publication Date: February 7, 2026

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held February 17, 2026
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 7:02 p.m. City Council Members present were Eric Carr, Rebecca Brothers (telephonically), Karla Borders, Kyle Larson, and Karen Johnson. Council Member Larson led the Pledge of Allegiance, and Council Member Johnson conducted the invocation.

Roll call was conducted. Council Member Larson moved, seconded by Council Member Borders, to excuse Council Member Bailey from the meeting. Mayor Hancock declared a quorum of the council.

City Staff present: City Administrator Kyle Butterfield, Administrative Services Director Mia Harris, Public Works Director Brendan Thoman, Police Chief Eric Hurtado, and Community Development Director Gary Michaud.

Approval of the Agenda – Council member Borders moved, seconded by Council Member Johnson, to approve the agenda as presented. The motion passed unanimously.

Council Committee Reports & Council Members' Roundtable – During the roundtable, council members provided updates on recent meetings, activities, and upcoming community events. Council Member Johnson reported attending the recent goal-setting session and expressed enthusiasm for the City's goals for the coming year. She also reminded the Council and public of the Fremont County Law Enforcement Foundation's Ballgowns & Badges event. Council Member Larson reported that he saw Chief Hurtado working at Walmart over the weekend. Council Member Borders reported on her attendance at the WAM Winter Workshop, the Senior Citizens Endowment Board meeting, and the FCSO #25 Recreation Board meeting, where members reviewed numerous scholarship applications. She also highlighted several upcoming community events, including those hosted by PAWS, and noted her participation in the semi-quincentennial planning meeting. Council Member Carr reported attending the Planning Commission meeting and noted that the Commission has another meeting scheduled for next week. He also participated in the council goal-setting session and expressed appreciation to Tim Nichols for facilitating. Council Member Brothers joined the meeting remotely due to flight cancellations that left her temporarily in Chicago. She reported attending the council goal-setting session, the Rendezvous Activity Center Committee meeting, the Youth Council goal-setting session, and a recent Kiwanis meeting.

City Administrator's Report – City Administrator Butterfield provided several departmental and project updates. He announced that a Special Planning Commission meeting will be held to review the limited-license plumber section of the Riverton Municipal Code. He reported on the upcoming Airport Board meeting and provided an update on the Riverview Road Construction Project. He noted that the Police Department has hired a new Administrative Assistant and welcomed her to the organization. He also reported on his recent attendance at the legislative session, thanked the legislators for their efforts, and noted staff's ongoing tracking of bills. He announced that the Community Contracts for Services funding application period will open soon. Finally, he shared that after 32 years of service, Wastewater Treatment Plant Chief Operator Bret Dale is retiring, thanked him for his many valuable contributions to WWTP projects over the years, and extended his appreciation for Mr. Dale's long-standing service to the City.

Mayor's Comments – Mayor Hancock provided accolades to City Administrator Butterfield for his recent presentation on air service to the Rotary Club. He reported that he attended the council goal-setting session. He noted that the Wyoming Historic Society was gifted the Wind River Heritage Center and expressed optimism for the organization's future planning and improvements. The Mayor also reported on his attendance at the WAM Winter Workshop and the Riverton Volunteer Fire Department banquet. He welcomed the newly elected members of the Riverton Chamber & Visitor's Center Board of Directors and reminded the Council and public of the upcoming Fremont County Association of Governments (FCAG) meeting.

Communication from the Floor – Mr. Ted McCool, representing the Riverton Downtowners, requested that the City reinstate the two-hour parking signs along the Main Street corridor and expressed his desire for enforcement of the two-hour parking limit downtown. Ms. Vicky Doty addressed the property located at 422 E. Main, noting that the adjacent parking area provides important convenience due to her physical limitations and expressing her appreciation for the availability of that parking lot.

Consent Agenda – Administrative Services Director Mia Harris read the consent agenda items by title only Minutes of the February 3, 2026 Regular Council Meeting, Minutes of the February 10, 2026 Council Work Session, Minutes of the February 17, 2026 Finance Committee Meeting, Finance Committee Recommendations from February 17, 2026, Urban Systems Appointment, Eastern Shoshone Business Park Subdivision, Filing 3, and Fiscal Year 2027 Budget Calendar. Finance Committee Chair Carr reported that the Finance Committee approved claims to be paid in the amount of \$821,923.56, Elan credit card in the amount of \$5,682.81, manual check for \$447.51, and payroll & liabilities for February 6, 2026, in the amount of \$240,667.33, for a total of \$1,068,721.21. Council Member Borders moved, seconded by Council Member Johnson, to approve the consent agenda as presented. After discussion involving the council, the motion passed unanimously.

Youth Council Appointment – Brayden Thacker – City Administrator Butterfield introduced Brayden Thacker, noting his attendance at several Youth Council and City Council meetings and stating that he would serve as a valuable voice among his peers. Council Member Borders moved, seconded by Council Member Brothers, to confirm Mr. Thacker’s appointment to the Youth Council. Mr. Thacker then provided the Council with information about his background and shared ideas on ways he hopes to assist the community. He expressed his thanks and eagerness to serve. After discussion, the motion passed unanimously.

Community Transportation Association of America Presentation – Mayor Hancock introduced Mr. Tim Nichols, representing WRTA, and informed the Council that the scheduled presenters from the Community Transportation Association of America (CTAA) were unable to attend due to a flight cancellation. Mr. Nichols provided data and information on their behalf. He discussed a project involving WRTA and Fremont County funded through a USDA grant, explaining that the effort is intended to help WRTA plan and build a sustainable foundation for mobility services throughout the county. He highlighted the groundwork CTAA has already completed and outlined the activities they will be undertaking moving forward. Mr. Nichols also presented transportation ridership comparison data from recent years.

Consideration of Ayres Associates, Inc. Contract – Brownfields and Land Revitalization Program – Community Development Director Gary Michaud introduced Ms. Christina Hagel of Ayres Associates, who joined the meeting by phone. Mr. Michaud reported that the City had advertised a Request for Proposals and Qualifications to select a firm to conduct a community-wide assessment that includes grant management, inventory and outreach, area-wide planning for redevelopment and strategies, and preparation of environmental reports. Council Member Larson moved, seconded by Council Member Carr, to approve the Agreement for Professional Services with Ayres Associates, Inc. as the consultant for the EPA Community-Wide Assessment. The motion passed unanimously. Ms. Hagel thanked the Council for the approval and expressed her eagerness to begin work on the project.

Recess - Mayor Hancock called for a recess at 8:00 p.m. and reconvened at 8:10.

Riverton Police Department Year-End Report– Chief Eric Hurtado provided an overview of the Riverton Police Department’s annual report, summarizing major activities from the past year, current projects, upcoming initiatives, and call-related statistical data. He also reported on the technological upgrades the department received this year. Lead Dispatcher Sarah Nelson reported on dispatch center operations, including staffing, training requirements, workload, and call volume. Lieutenant Wharton outlined officer training and certification requirements, upcoming training opportunities and accreditations, and provided updates on additional divisions, including Victim Services, Detectives, the Task Force Officer program, DCI, the Investigative Technician, and Community Service Officers. Council Members and a citizen in the audience thanked the Chief and his staff for providing the information and for their service.

Consideration of Ordinance 26-001, 3rd & Final Reading – Underage Persons in Bars, Title 5 – Administrative Services Director, Mia Harris provided a report on Ordinance 26-001, which updates Riverton Municipal Code Title 5 to clarify definitions and establish revised regulations governing where alcohol may be sold, how establishments must operate, and the conditions under which persons under 21 may enter or remain in licensed premises. Ms. Harris read Ordinance 26-001 by title only. Council Member Borders moved, seconded by Council Member Carr, to adopt Ordinance 26-001 on third and final reading. Hearing no discussion, Mayor Hancock directed Ms. Harris to conduct a roll call vote. Following the roll call, the ordinance passed unanimously.

Consideration of Ordinance 26-00, 3rd & Final Reading – Underage Persons in Bars, Title 9 – Administrative Services Director Mia Harris provided a report on Ordinance 26-002, which updates Section 9.16.010 of the Riverton Municipal Code to clarify dated language and modernize provisions related to offenses by or against minors. Ms. Harris read Ordinance 26-002 by title only. Council Member Johnson moved, seconded by Council Member Borders, to adopt Ordinance 26-002 on third and final reading. Hearing no discussion, Mayor Hancock directed Ms. Harris to conduct a roll call vote. Following the roll call, the ordinance passed unanimously.

Retail Liquor License Change of Operational Status – 307 Horse Racing, LLC – Administrative Services Director Mia Harris provided a report on the requested change of status for the liquor license held by 307 Horse Racing, LLC. Council Member Eric Carr moved, seconded by Council Member Borders, to approve the request to change the license from operational to non-operational status through January 30, 2027. There being no discussion, the motion passed unanimously.

Public Hearing and Consideration of 2026-2027 Liquor License Renewals – Administrative Services Director Mia Harris reported that thirty (30) of the thirty-one (31) mailed renewal applications were received, noting that Adult Wreck Center Bar & Grille, LLC did not submit a renewal and that its license will expire on March 31, 2026, reverting to the State if not renewed. She summarized that the applications consisted of twenty-one retail, two limited retail (club), and seven restaurant liquor licenses, all properly advertised and fee-paid, and recommended approval pending Wyoming Liquor Division certification. Council Member Carr moved, seconded by Council Member Borders, to open the public hearing. After the motion passed unanimously, Mayor Hancock declared the public hearing open. With no speakers, Council Member Carr moved, seconded by Council Member Borders, to close the public hearing. Council Member Larson then moved, seconded by Council Member Borders, to approve the renewal

of all thirty (30) liquor license applications for the April 1, 2026–March 31, 2027 licensing term. After staff and council discussion, the motion passed unanimously.

422 E Main – Expiration of Conditions of Sale – Council Member Johnson moved, seconded by Council Member Borders, to take from the table the motion made by Council Member Bailey, seconded by Council Member Borders, to waive the performance requirements and timelines associated with the warranty deed for 422 E. Main. After discussion, the motion to remove the item from the table passed. The Council continued discussion on the main motion and received input from property owner Amanda Henry and members of the public. The motion failed, with Mayor Hancock voting aye and Council Members Carr, Brothers, Borders, Larson, and Johnson voting nay.

Council Member Carr then moved, seconded by Council Member Brothers, to grant a five-year extension to the current agreement. Council Member Johnson moved, seconded by Council Member Borders, to amend the motion to provide for an automatic release of the property upon proof that the reverter clause is injurious to Ms. Henry’s ability to develop the property. After further discussion, Council Member Johnson rescinded her amendment and Council Member Borders rescinded her second. The motion to grant the five-year extension passed, with Council Members Carr, Brothers, Borders, Johnson, and Mayor Hancock voting aye and Council Member Larson voting nay.

Verizon Tower Ground Lease Expirations and Renewal Proposal - Council Member Larson moved, seconded by Council Member Johnson, to take from the table the motion made by Council Member Bailey, seconded by Council Member Larson, to consider the offer sheet from Verizon Wireless to extend the terms of the expiring ground lease. The motion passed. City Administrator Kyle Butterfield provided a report on lease comparables in the region. After discussion among the Council, the motion to consider the offer sheet failed, with Council Member Brothers voting aye and Council Members Carr, Borders, Larson, Johnson, and Mayor Hancock voting nay.

Council Member Carr then moved, seconded by Council Member Borders, to allow staff to present lease terms consistent with Verizon’s other existing tower lease agreement at the water tank tower location. Following additional discussion, the motion was approved.

Consideration of Ordinance No. 26-003, 2nd Reading – Berlin Addition Rezone – Community Development Director Gary Michaud reported on Ordinance No. 26-003. This ordinance would amend the zoning district map, designating the rezone of Berlin’s First Addition, Lot 2, Block 2, from Commercial District C-1 to Residential District R-2. Council Member Johnson moved, seconded by Council Member Carr, to adopt Ordinance No. 26-003 on second reading. Hearing no discussion, the motion passed unanimously.

Consideration of Resolution No. 1541 Urban & Community Forestry Grant - Public Works Director Brendan Thoman reported on Resolution No. 1541, which authorizes city staff to submit a grant application to conduct a comprehensive tree inventory and plant fifty additional trees to improve the overall health of several city parks. Administrative Services Director Mia Harris read Resolution No. 1541 by title only. Council Member Borders moved, seconded by Council Member Larson, to approve Resolution No. 1541 in support of a grant application to the Wyoming State Forestry Division, Urban and Community Forestry Program, for the IRA Tree Inventory and Planting Grant. After council discussion, the motion passed unanimously.

Consideration of Resolution No. 1542 – Mineral Royalty Grant for the Wastewater Treatment Plant (WWTP) Process Upgrade Project – Public Works Director Brendan Thoman reported on Resolution No. 1542, which authorizes city staff to submit an application for Mineral Royalty Grant funding to support costs associated with the Wastewater Treatment Plant upgrades. Administrative Services Director Mia Harris read Resolution No. 1542 by title only. Council Member Larson moved, seconded by Council Member Johnson, to approve Resolution No. 1542 in support of a grant application to the Wyoming State Loan and Investment Board for costs associated with the WWTP Condition Assessment and Clarifier and UV Replacement Project. After council discussion, the motion passed unanimously.

Adjourn – There being no further business to come before the Council, Council Member Larson moved, seconded by Council Member Carr, to adjourn the Regular Council meeting at 10:39 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: Gary Michaud, Community Development Director 

THROUGH: Kyle Butterfield, Riverton City Administrator

DATE: March 3, 2026

SUBJECT: Approval of Resolution No. 1543 granting a third extension to complete the construction of a commercial building on Lots 21-24, Block 11, Original Town of Riverton (422 East Main)

Background: The Riverton City Council approved the sale of property at 422 E Main Street to Brown Sugar, Inc. on February 26, 2019 in the amount of \$52,000. The council further exercised a provision in Wyoming Statute 15-1-112 to complete the transaction without advertising the sale or calling for bids as Brown Sugar, Inc was acquiring the property for a use which the governing body determined will benefit the economic development of the municipality.

As the council exercised provisions of the above reference statute, it included two provisions on the warranty deed to ensure the transaction resulted in an economic development benefit to the community. The conditions were:

1. Brown Sugar, Inc would apply for a building permit to construct a building on the deeded premises within eighteen months of the date of the deed; and
2. Brown Sugar, Inc would obtain a Certificate of Occupancy for the building within eighteen months of the date of the deed.

The above terms were due and expired on August 26, 2020.

1st Extension: Brown Sugar, Inc requested an extension to the warranty deed conditions on August 11, 2020, explaining circumstances beyond its control made it unfeasible to meet the eighteen month deadline. As a result, the city council granted a one-time, eighteen month extension to Brown Sugar, Inc. for the conditions listed on the warranty deed via Resolution No. 1420 that expired on February 18, 2022.

2nd Extension: On December 4, 2023 the City of Riverton received a request from Brown Sugar, Inc. for a second extension due a number of factors including COVID-19 aftermath, increased building costs and unexpected site/design changes. In response, the Council approved Resolution No. 1481 granting Brown Sugar Inc a 36-month extension from February 18th, 2022, to February 19, 2025 and maintained the same requirements of the original agreement. The resolution also stated the “City of Riverton will exercise its right to the title of 422 E Main Street on February 19, 2025. At such time any building and improvements located thereon or appurtenance thereto, and all rights, privileges, hereditaments, and tenements thereunto appertaining or belonging shall revert to the City of Riverton. All right, title, and interest of Brown Sugar, Inc. to 422 E Main Street shall then be terminated.”

Discussion: The 36-month extension for performance extension granted to Brown Sugar, Inc. by Resolution No. 1481 expired February 19, 2025. Staff met with representatives of the company twice over the past year regarding the expiration of the second extension and plans to develop the 422 E Main Street property. Brown Sugar, Inc has formally submitted a letter (attached) to the City of Riverton requesting that the City formally recognize the intent and purpose of the stipulations in the original warranty deed (attached) have been substantially performed.

At the February 3rd, 2026, and February 17th, 2026 Riverton City Council meetings, the council discussed this item at length, including the following options:

1. Immediately exercise its right to the title of the property;
2. Waive the performance requirements and time limits associated with the warranty deed; or
3. Amend the length of the proposed time extension or any other terms associated with Resolution

Ultimately, the City Council decided to extend the term of the agreement via resolution for 5 more years. The resolution proposed before the council, Resolution No. 1543 is written to include this deadline for February 19th, 2026, and includes language similar to previous extensions for this agreement for 422 East Main.

RESOLUTION NO. 1543

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON GRANTING A SECOND EXTENSION TO COMPLETE THE CONSTRUCTION OF A COMMERCIAL BUILDING ON LOTS 21-24, BLOCK 11, ORIGINAL TOWN OF RIVERTON (422 EAST MAIN STREET)

WHEREAS, the Governing Body of the City of Riverton is committed to long term economic growth and development; and

WHEREAS, the Governing Body of the City of Riverton sold 422 East Main Street to Brown Sugar, Inc. under the condition a commercial building permit be received and a Certificate of Occupancy obtained within eighteen (18) months of the date of Warranty Deed 2019-1408749; and

WHEREAS, Warranty Deed 2019-1408749, was recorded at the Fremont County Courthouse and dated February 26, 2019, making construction of a new commercial building on the reference property due on August 26, 2020; and

WHEREAS, Brown Sugar, Inc. desires to construct a new commercial building on the referenced property; and

WHEREAS, a one-time, eighteen (18) month extension was granted to Brown Sugar, Inc. via Resolution No. 1420 to complete a new commercial building on Lots 21-24, Block 11, Original Town of Riverton (422 East Main Street) due to the adverse impacts of the COVID-19 pandemic to design and construct a new commercial building; and

WHEREAS, the one-time eighteen (18) month extension expired February 18th, 2022 without the aforementioned terms and conditions being completed by Brown Sugar, Inc.; and

WHEREAS, an additional one-time, forty-eight (48) month extension, beginning February 18th, 2022, was granted to Brown Sugar, Inc. via Resolution 1481 to allow additional time to complete the project in light of COVID-19 aftermath, increased construction costs, and unexpected site and design changes necessary to apply for a building permit and obtain a Certificate of Occupancy; and

WHEREAS, the forty-eight (48) month extension expired on February 18, 2026, without completion of the required terms and conditions; and

WHEREAS, Brown Sugar, Inc. continues to express its intent to construct a new commercial building on the referenced property and is requesting an additional extension to complete the requirements recorded in Warranty Deed 2019-1408749.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING that a final, one-time, sixty (60) month extension from February 18, 2026 be granted to Brown Sugar, Inc. to apply for a building permit to construct a building and obtain a Certificate of Occupancy for the building on Lots 21-24, Block 11, Original Town of Riverton (422 East Main Street).

BE IT FURTHER RESOLVED, the City of Riverton shall exercise its right to the title of the real property of Lots 21-24, Block 11, Original Town of Riverton (422 East Main Street) on February 19, 2031, together with any building and improvements located thereon or appurtenance thereto, and all rights, privileges, hereditaments, and tenements thereunto appertaining or belonging shall revert to the City of Riverton and all right, title, and interest of Brown Sugar, Inc shall be terminated.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Riverton, Wyoming, this 3rd day of March, 2026.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

CITY COUNCIL STAFF REPORT

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

FROM: Gary Michaud, Community Development Director



THROUGH: Kyle Butterfield, Riverton City Administrator

DATE: March 3, 2026

SUBJECT: Lot 3 Resubdivision 1500 Block Subdivision

Recommendation: The Planning Commission approve the minor subdivision application for Lot 3 Resubdivision 1500 Block Subdivision

Petitioners: Tegeler Properties, LLC

Background: The 1500 Block Subdivision, recorded in 2001, is located along Riverton's West Main Street just west of Smith's Grocery Store. There are currently four lots and the subdivision is zoned Commercial Highway District (C-H).



Approval of resubdivisions in the City of Riverton are processed under the minor subdivision requirements of Riverton Municipal Code Section 16.12. The City sent out utility review requests to all local agencies/utility companies and received one comment from Black Hills Energy – “No major concerns at this time – if grade is to be cut around Black Hills Energy Gas Main and service to Lot 3B, possible changes may need to be addressed for relocation purposes.”

Staff review of the resubdivision indicates that the application meets all requirements.

The Lot 3 Resubdivision 1500 Block Subdivision was reviewed by the Riverton Planning Commission and is recommended for approval by the Riverton City Council.

Alternatives:

- Approve the resubdivision
- Approve the resubdivision with conditions or stipulations
- Deny the resubdivision

Budget Impact: No immediate budget impact from staff recommendation



CITY OF RIVERTON, WYOMING
COMMUNITY DEVELOPMENT DEPARTMENT
MINOR SUBDIVISION APPLICATION

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

1. Proposed name of Subdivision: LOT 3 RESUBDIVISION 1500 BLOCK SUBDIVISION

2. Date submitted: January 16, 2026

3. Type of Plat: Preliminary Final One Time Review

4. Legal description of property to be subdivided:

Subdivision 1500 BLDCK SUBDIVISION Block 1 Lot 3

Parcel _____

Copy of deed or title provided? Yes No

5. Total area of this subdivision/parcel: 1.23 acres

6. Existing zoning: C-H Proposed zoning: C-H

7. Number of proposed lots (5 or less): 2 Typical lot size: varies

8. Type of development proposed:

Residential (single family) _____ acres Residential (multi-family) _____ acres

Commercial 1.23 acres Industrial _____ acres

Park and Open Space _____ acres Street rights-of-way _____ acres

Other: _____ acres

9. Linear feet of proposed new streets: Total N/A

10. Proposed public land dedication: 0.20 acres

Proposed alternative to all or part of public land dedication requirement:

11. Subdivider/Petitioner:

Name: Tegeler Properties, LLC

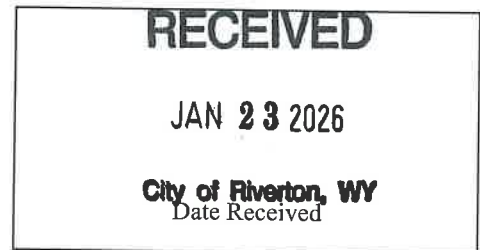
Address: 1510 West Main Street

Riverton WY 82501

Phone: 307-856-0001

Email: km@tegelerinsurance.com

teg@tegelerinsurance.com



12. Property Owner(s):

Name: See #11
Address: _____
Phone: _____
Email: _____

Name: _____
Address: _____
Phone: _____
Email: _____

13. Person or firm preparing plat:

Name: Inberg-Miller Engineers
Address: 124 East Main St
Riverton WY 82501
Phone: 307-856-8136
Email: rstelzner@inberg-miller.com

14. Engineer designing improvements:

Name: N/A
Address: _____
Phone: _____
Email: _____

15. Cost estimate for infrastructure: \$ N/A

Submit letter of credit or some form of security as outlined in RMC 16.12.030 E.

Included? Yes No

Randall S Stelzner
Signature of Applicant/Agent:

Randall S. Stelzner
Print Name

STATE OF WYOMING

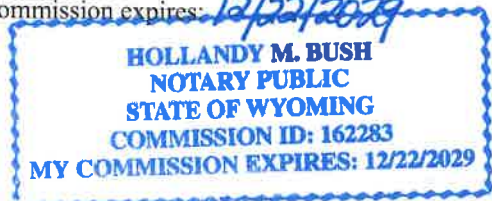
COUNTY OF FREMONT

The foregoing instrument was signed and attested before me this 16 day of

January, 2026, by Randall S. Stelzner

Witness my hand and official seal.

My Commission expires: 12/22/2029



Hollandy M Bush
Notary Public



CITY OF RIVERTON, WYOMING
COMMUNITY DEVELOPMENT DEPARTMENT
MINOR SUBDIVISION PLAT CHECKLIST

This checklist is for subdivision of land into 5 lots or less and is to be used as a guide for sub dividers to insure that the form of sketch and final plats is correct and complete, and that all required supporting materials have been included in the plat submittal. A COMPLETED CHECKLIST MUST ACCOMPANY ALL PLAT SUBMITTALS.

Fill in the blanks and check each item as it is completed. Enter "NA" (not applicable) next to any item that does not apply and explain on a separate sheet. Incomplete or inaccurate submittal will not be accepted. Sketch and final plats, and the design standards used in their preparation, must comply with all of the applicable provisions of the Riverton Municipal Code Section 16.12.

Questions regarding this checklist should be directed to Chelsey Porter at (307) 857-7711.

THIS CHECKLIST IS ONLY A GUIDE. THE MINOR SUBDIVISION REGULATIONS ARE TO BE CONSULTED FOR DETAILS.

PROPOSED NAME OF SUBDIVISION: Tegeler Properties LLC

DATE SUBMITTED: Jan 16, 2026

REQUESTED PLANNING COMMISSION REVIEW DATE (Not less than 30 days from date of submittal): Feb 19, 2026

GENERAL LOCATION: 1500 West Main Riverton

OWNER(S) NAME, ADDRESS AND TELEPHONE:

Tegeler Properties, LLC
1510 W. Main St
Riverton, WY 82501
307-856-0001

NAME AND ADDRESS OF PERSON OR FIRM PREPARING PLAT:

Randall Stelzner
IME
124 E. Main St
Riverton, WY 82501

SKETCH PLAT CONTENTS AND FORMAT

- | | |
|---|-----|
| 1. Scale of 1" = 100' or larger (scale noted on plat) | ✓ |
| 2. Proposed name of Subdivision (check with the Department to avoid duplication) | ✓ |
| 3. Date of preparation | ✓ |
| 4. North arrow (top of sheet should be north) | ✓ |
| 5. A vicinity map of ¼ mile radius (show location relative to The City and surrounding development) | ✓ |
| 6. Names, addresses and phone numbers of the sub divider, and individual or firm who prepared the sketch plat | ✓ |
| 7. Indicate on plat the boundary and/or control monuments | ✓ |
| 8. Existing contours at two foot (2') intervals | N/A |
| 9. Floodplains delineated | N/A |
| 10. Location, dimensions and names of any existing roads, streets, alleys, railroad rights-of-way and structures | ✓ |
| 11. Location, size and grades of existing sewers, water mains, gas lines or other underground utilities within and adjacent to the proposed subdivision | N/A |
| 12. Location and dimensions of proposed streets, roads, alleys, pedestrian ways and easements | ✓ |
| 13. Layout, numbers and approximate dimensions of proposed lots and blocks | ✓ |
| 14. A summary of the total number of acres, number of lots, and other descriptive materials useful in reviewing the proposal | ✓ |
| 15. The plat conforms to the design standards specified in RMC 16.12.040. of the Subdivision Regulations | ✓ |

Sub dividers are asked to submit a cover letter with sketch plat submittal. When convenient, some of the required supporting information may be contained in such a letter.

Indicate method of security being posted with City for infrastructure:

N/A

This form has been completed under my supervision, and the sketch plat submittal is complete, in conformance with the City Minor Subdivision Regulations and City Design Standards.

Randall S. Stelzner

Print name of Applicant or Agent

Randall S Stelzner

Signature of Applicant or Agent

CITY OF RIVERTON
CASH RECEIPT

Printed 14:50:10 - 01/23/26

Batch:30662
Transaction:5

Reference Number:

Name: IME

Address: 124 E MAIN [RIVERTON WY 82501]

Item(s) Description:

SUB & PROC FEES	200.00
Check # 413283	200.00
Cash Paid	
Credit Paid	
Less Change Given	()

TOTAL: 200.00

WARRANTY DEED

FOR VALUE Received, RIVERTON SERTOMA FOUNDATION INC., a Wyoming corporation, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby grant, bargain, sell, convey, warrant and confirm unto TEGELER PROPERTIES, LLC, a Wyoming Limited Liability Company, Grantee, whose address is PO Box 829 Pinedale WY 82941, and to the heirs and assigns of said Grantee, the following described premises, in Fremont County, Wyoming, to-wit:

Lot 3, Block 1, 1500 Block Subdivision, Fremont County, Wyoming, according to the official plat filed for record on June 29, 2001, as Document No. 1221161, in Drawer 5 at Page 160.

TOGETHER WITH all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments and tenements appertaining or belonging thereto. Grantors covenant and agree with the said Grantees that they are the lawful owners of said premises, with the right and power to convey the same, at the time of making and delivery hereof, the premises are unencumbered except as noted of record. The Grantors warrant the quiet and peaceable possession thereof and will defend the title to the premises or any interest thereto.

Dated: August _____, 2007.

RIVERTON SERTOMA FOUNDATION INC.
a Wyoming corporation

Kenneth Webber president. Lewis G. Maulik
By: Kenneth Webber, President By: Lewis G. Maulik, Vice President

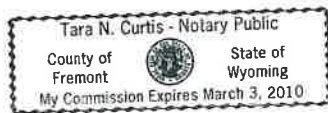
STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this 29th day of August, 2007, before me, a notary public in and for said State, personally appeared Kenneth Webber as President and Lewis G. Maulik as Vice President of Riverton Sertoma Foundation Inc., a Wyoming corporation known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Return to Grantees

Tara N. Curtis
Notary Public
Commission expires: 3-3-10



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

09/06/2007 #2007-1296040
09:31:50AM 1 OF 1

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: March 3, 2026

SUBJECT: Tourism Asset Development Grant Recommendations

Recommendation: The City Council considers the recommendations of award from the promotion committee comprised of three of its members for the 2026 Tourism Asset Development (TAD) program.

Background: The Wind River Visitors Council (WRVC) administers the Fremont County lodging tax and promotes travel and tourism throughout Fremont County and the Wind River Indian Reservation. As part of this work, WRVC allocates a portion of lodging tax revenues to the Tourism Asset Development (TAD) program, which provides direct financial support to municipalities for tourism-related projects.

WRVC’s TAD policy outlines the program’s purpose:

“The purpose of the Tourism Asset Development Program is to provide financial support to communities through the Fremont County Lodging Tax. Each community will utilize these funds to help them grow their tourism economies by investing in new or expanding existing tourism related services, events, improvements, signage, facilities, attractions, points of interest and promotional activities. The goal is to increase visitor spending by encouraging visitors to stay longer in Fremont County.”

Twenty-five percent of total annual lodging tax revenue is dedicated to the TAD program. Funds are distributed to municipalities based on the percentage of lodging tax generated within each community during the previous year. Each municipality establishes a promotion committee to review applications and recommend funding priorities.

Discussion: The City of Riverton manages its TAD program on a calendar-year basis. For the 2026 funding cycle, the City convened its Promotion Committee—Councilmember Bailey, Councilmember Borders, and Councilmember Johnson—to receive, review, and score applications in accordance with WRVC’s TAD guidelines and Riverton’s community priorities.

The committee met on Tuesday, February 24, 2026 to evaluate twenty-two submitted applications. Each request was reviewed for:

- Alignment with tourism and economic-development objectives
- Project readiness and feasibility within the 2026 calendar year
- Anticipated benefit to Riverton’s visitor economy
- Long-term community value
- Leveraged partnerships or matching funds

The table below summarizes the entities that submitted funding requests and the committee’s recommended 2026 awards:


Foundation	Amount Requested	2026 Recommendation
1838 Rendezvous Association	\$ 5,000.00	\$ 2,000.00
Depot Foundation (Rack Cards)	\$ 500.00	\$ 250.00
Depot Foundation (Vinyl Displays)	\$ 1,500.00	\$ 1,000.00
Depot Foundation (Travel Stories)	\$ 11,500.00	\$ -
Fremont County Air Service Team	\$ 10,000.00	\$ 8,000.00
Fremont County Corn Hole	\$ 2,000.00	\$ 1,000.00
Fremont County Fair	\$ 10,000.00	\$ 8,000.00
Fremont County Library (Riverton Branch)	\$ 3,000.00	\$ 1,000.00
Fremont County Museum (Riverton)	\$ 1,000.00	\$ 500.00
Friends of Fremont County Fair	\$ 1,500.00	\$ 750.00
PAWS for Life Animal League	\$ 2,500.00	\$ -
Riverton 250 Semiquincentennial Committee	\$ 15,000.00	\$ 15,000.00
Riverton Aquatic Center	\$ 10,000.00	\$ -
Riverton AutoCross	\$ 1,000.00	\$ 1,000.00
Riverton Raiders	\$ 15,000.00	\$ 7,000.00
Riverton Rendezvous Committee	\$ 13,000.00	\$ 10,000.00
Riverton Youth Soccer Association	\$ 10,000.00	\$ 5,000.00
RMRCC Summer Show	\$ 3,500.00	\$ 3,000.00
RMRCC Winter Show	\$ 600.00	\$ 500.00
Wind River Rodeo Roundup	\$ 2,000.00	\$ 1,000.00
Wyoming Weapons Collectors Association	\$ 4,500.00	\$ 1,000.00
Visitors Center (Riverton Chamber)	\$ 28,220.00	\$ 20,000.00
New Opportunity Fund	\$ -	\$ 4,000.00
TOTAL	\$ 151,320.00	\$ 90,000.00

Projects not recommended for funding either did not meet program criteria, lacked sufficient readiness for 2026 implementation, or exceeded available program resources.

Budget Impact: The City maintains a dedicated TAD fund separate from the General Fund and Enterprise funds. The current fund balance is \$14,519.40 with projected 2026 lodging-tax disbursements of \$85,660.98 for a fund total of \$100,180.38.

CITY COUNCIL STAFF REPORT

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

FROM: Gary Michaud, Community Development Director 

THROUGH: Kyle Butterfield, Riverton City Administrator

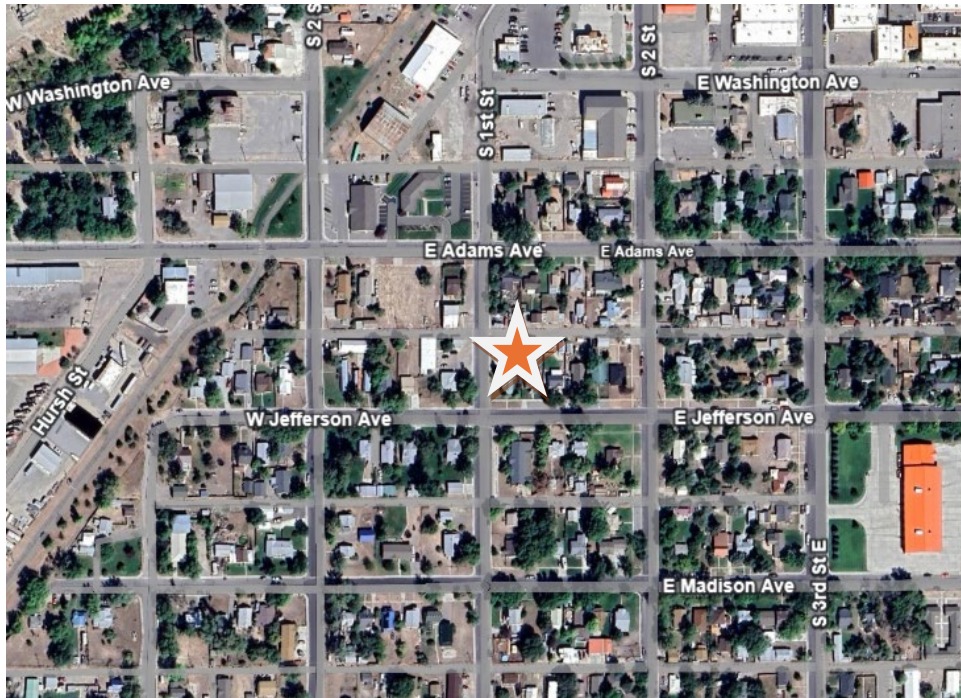
DATE: March 3, 2026

SUBJECT: Ordinance No. 26-003 - Rezone Petition of Berlin's First Addition, Lot 2, Block 2

Recommendation: The City Council approve on third reading Ordinance No. 26-003 the rezone request petition for Berlin's First Addition, Lot 2, Block 2 (105 West Adams) from C-1 to R-2

Petitioners: Tyler Goff, T&T Renovations

Background: The Berlin's First Addition was one of the first subdivisions in Riverton and was filed in 1918. The subdivision is located just south of Main Street and east of the former railroad tracks. The City received a rezone petition from owner Tyler Goff (T&T Renovations) for Lot 2, Block 2, of Berlin's First Addition to change the zone from C-1 to R-2 so the lots can be used for residential purposes.



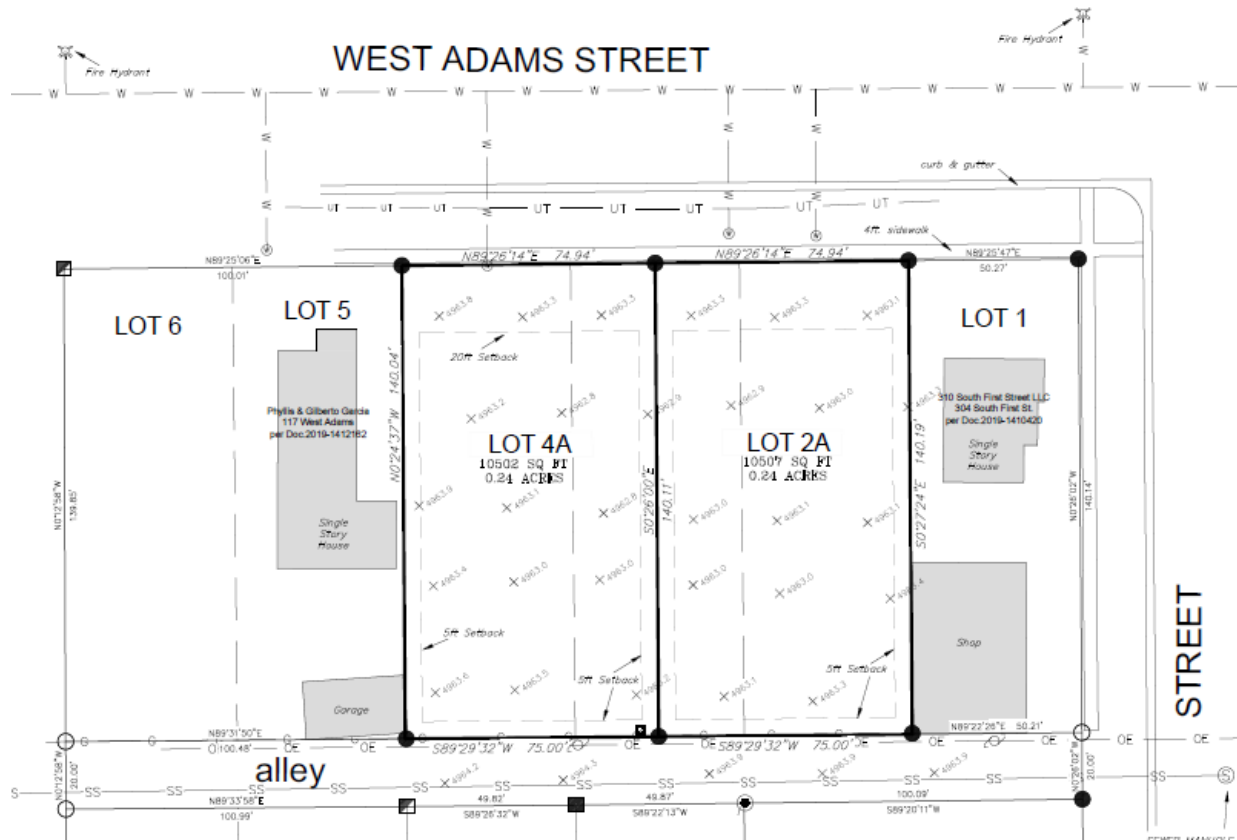
Please note: Lot 1, of Block 2, located on the block corner just west of Lot 2, is also zoned C-1, however the property owners do not want to rezone from C-1 at this time.



The owner is requesting the zoning change in order to enable a replat to construct houses for families. Approval of this rezone application is necessary to approve a concurrent replat application for Lots 2,3 & 4 Lots 4A and 2A for residential purposes.

The Riverton Planning Commission recommends approval of the replat, on condition the zoning change is approved (which the Planning Commission also recommends).

Proposed Replat



Discussion: The City completed the following actions, per rezone requirements in Riverton Municipal Ordinance 17.04.050:

- the filing of an application from the property owner
- notification of property owners within 140’ of the proposed zone change at least 15 days prior to Planning Commission meeting
- posting of a rezone zone on the property with at least 15 days’ notice prior to Planning Commission meeting
- Public meeting notice posted in Riverton Ranger on January 7th, 2026

The City received one response objecting to the rezone, with no explanation for the objection. City Staff attempted to follow up to determine an explanation for the objection but received no response.

No impact studies were required by the City for this rezone petition as it was determined this zoning change would be of minimal impact to the area.

Additionally, per Riverton Municipal Ordinance 17.04.050 the Riverton Planning Commission approved the rezone request on January 22nd, 2026 and is recommending approval of the zoning

change to the Riverton City Council. Per Riverton Municipal Ordinance 17.04.050(D), a zoning change must be approved by City ordinance which requires three readings. The first reading was approved by the City Council on February 3rd, 2026. The second reading was approved on February 17th, 2026.

If the council approves the zoning change via ordinance, a replat petition for the properties has been approved by the Planning Commission and will be presented to the City Council for approval.

Alternatives:

- Approve the second reading of the rezone petition as presented
- Approve the second reading of the rezone petition with conditions or stipulations
- Do not approve second reading of the rezone petition

Budget Impact: No immediate budget impact from staff recommendation



City of Riverton
Petition for Zone Request

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

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

I (We), (Name) TYLER GOFF (Ph.#) 307-851-2927

(Address) 21 DODRILL RD RIVERTON WY 82501

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

Subdivision Berlin's First Addition

Block(s) Block 2 Lot(s) 182

Parcel _____ Address 105 ^{EW 76} Adams Ave

Existing Zoning C-1 Proposed New Zoning Designation R-2

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

Family dwellings


Signature of Property Owner(s)

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

Return petition to City of Riverton, Community Development Department, at:
816 North Federal Blvd,
Riverton, Wyoming 82501

\$300.⁰⁰ Fee is due at the time of filing, is non-refundable, and includes:

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



City of Riverton
Petition for Zone Request

To be attached with this petition:

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

Responsibilities of Petitioner:

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

For Office Use Only:

Application Received: 12/12/25

Payment Received: waived Cash Card Check _____

Copy of Deed provided? Yes No

Impact Study provided? Yes No

Name	Address 1	Address 2
310 SOUTH FIRST STREET LLC	4530 W MOUNTAIN VIEW DR	RIVERTON, WY 82501-9314
BIG SKYE RENTALS LLC	938 W MAIN ST	RIVERTON, WY 82501-3229
COOK BENJAMIN N	102 E ADAMS AV	RIVERTON, WY 82501
FISHER CELIA G	102 E JEFFERSON AVE	RIVERTON, WY 82501-4317
GARCIA PHYLLIS & GILBERTO	2008 W 40TH AVE	KENNEWICK, WA 99337-3942
GARD ENTERPRISES	202 S 2ND E	RIVERTON, WY 82501
HUNTSMAN PAIGE L	30 N MOUNTAIN VIEW DR # DDR	RIVERTON, WY 82501-9464
KELLNER DAVID & JENNIFER	518 VILLAGE DR	RIVERTON, WY 82501-5444
LAMBERSON PAUL	292 MEADFARM RD	HINESBURG, VT 05461
LAWRENCE DENNIS JR & KATHRYN A	101 E ADAMS AV	RIVERTON, WY 82501
LONG TRAVIS C	204 W JEFFERSON	RIVERTON, WY 82501
NELSON KAMMIE R & EALY DION M	312 S 2ND ST W	RIVERTON, WY 82501-4209
OLDMAN CLARENCE D & MICHAELA R & REDMAN MICHAEL S	108 E JEFFERSON AVE	RIVERTON, WY 82501-4317
RIGHT OF WAY		
RIVERTON CITY OF	816 N FEDERAL BLVD	RIVERTON, WY 82501
ROBIN NEST INVESTMENTS LLC	10659 STATE HIGHWAY 789	RIVERTON, WY 82501-8988
SAGE MOOSE PROPERTIES LLC	413 SUMMIT DR	RIVERTON, WY 82501-4018
T & T RENOVATIONS LLC	PO BOX 99	RIVERTON, WY 82501-0036
WILSON SAMUEL	14720 NW OAKHILLS DR	BEAVERTON, OR 97006-5523
WYOMING SENIOR CITIZEN INC	P O BOX BD	RIVERTON, WY 82501

**STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION**

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	T&T Renovation LLC		
Filing ID	2022-001098853		
Type	Limited Liability Company	Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	04/03/2022 6:10 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

21 Dodrill Rd
Riverton, Wy 82501

Mailing Address

P O Box 99
Riverton, Wy 82501

Registered Agent Address

Tyler Earl Goff
21 Dodrill Rd
Riverton, WY 82501

Parties

Type	Name / Organization / Address
Organizer	Tyler Earl Goff 21 Dodrill Rd Riverton Wy 82501

Notes

Date	Recorded By	Note
------	-------------	------

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **T&T Renovation LLC**
Filing ID **2022-001098853**
Type Limited Liability Company Status Active

Most Recent Annual Report Information

Type Original AR Year 2025
License Tax \$60.00 AR Exempt N AR ID 14860018
AR Date 12/7/2025 5:40 PM
Web Filed Y

Officers / Directors

Type Name / Organization / Address

Principal Address

21 Dodrill Rd
Riverton, Wy 82501

Mailing Address

P O Box 99
Riverton, Wy 82501

Annual Report History

Num	Status	Date	Year	Tax
08370927	Original	04/02/2023	2023	\$60.00
09680838	Original	03/30/2024	2024	\$60.00
14860018	Original	12/07/2025	2025	\$60.00

Amendment History

ID	Description	Date
2025-006223605	Reinstatement - Tax	12/07/2025
	Filing Status Changed From: Inactive - Administratively Dissolved (Tax) To: Active	
2025-005841334	Dissolution / Revocation - Tax	06/09/2025
	Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)	
	Inactive Date Changed From: No Value To: 06/09/2025	
2025-005699666	Delinquency Notice - Tax	04/02/2025
2023-004103326	Delinquency Notice - Tax	04/02/2023
See Filing ID	Initial Filing	04/03/2022

BERLIN'S FIRST ADDITION

TO THE TOWN OF
RIVERTON, FREMONT CO., WYOMING.
 Being a part of the E. 1-2 of the N. W. 1-4 of Sec. 34, T. 1 N., R. 4 E. of the W.R.M.
 Blocks 300 Ft. square, with 20 Ft. alleys.
 Scale: 1 in. to 100 Ft.

LEGEND

- Cor. line 25 ft. from property line.
- True line 20 ft.
- Subdiv. line 10 "

State of Wyoming } ss
 County of Fremont }

This is to certify that Hans Berlin and Bertha Berlin are the present owners of the E. 1-2 of the N. W. 1-4 of Sec. 34, T. 1 N., R. 4 E. of the W.R.M.
 That they have and are making subdivisions of said lands as shown on this plat are correct and have made with the free consent and in accordance with the desire of the said owners and proprietors of the said land, that the said subdivision of said lands shall be known as the Berlin's First Addition to the Town of Riverton County of Fremont State of Wyoming. That the said owners of said lands caused the same to be surveyed and plotted by Gayne Drummond a licensed Surveyor of the State of Wyoming, as shown by the foregoing plat, and all the streets and alleys thereon shown are dedicated to the public use:

In testimony whereof we have hereunto set our hands this 7th day of July, A.D. 1915
 Signed, sealed and attested in the presence of
 Hans Berlin
 Bertha Berlin

Edw. Warren
 State of Wyoming } ss
 County of Fremont }

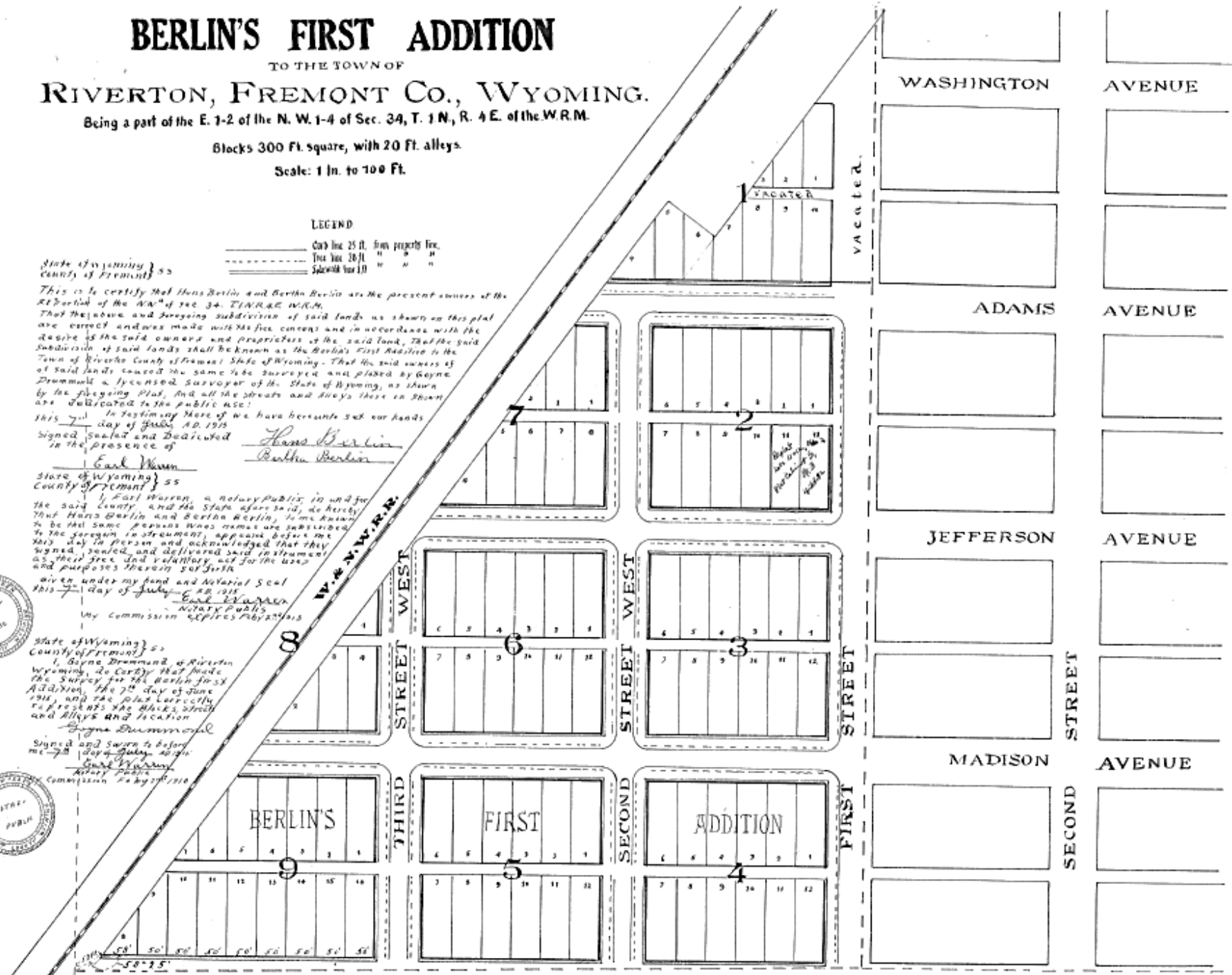
I, Edw. Warren, a Notary Public in and for the said County and the State aforesaid, do hereby certify that Hans Berlin and Bertha Berlin, whose names are subscribed to the foregoing instrument, appeared before me this 7th day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of July, A.D. 1915
 Edw. Warren
 Notary Public

State of Wyoming } ss
 County of Fremont }

I, Gayne Drummond, a Surveyor in and for the State of Wyoming, do hereby certify that I made the survey for the Berlin's First Addition, the 7th day of June, 1915, and the plat correctly represents the blocks, streets and alleys and location.

Gayne Drummond
 Signed and sworn to before me this 7th day of July, 1915
 Edw. Warren
 Notary Public



T. HALL
 Riverton, Wyo.

Right of 204, 12, 212
 Building 1st Addn
 Plat Cabinet 5, Pg. 3 4-24-92

PROPOSED ORDINANCE NO. 26-003

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF RIVERTON, WYOMING, DESIGNATING THE REZONE OF BERLIN’S FIRST ADDITION, LOT 2, BLOCK 2, CITY OF RIVERTON, FREMONT COUNTY, WYOMING, FROM COMMERCIAL DISTRICT C-1 TO RESIDENTIAL DISTRICT R-2.

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

Section 1. The following described property; having been the subject of a public hearing with proper notices should be and is zoned RESIDENTIAL DISTRICT R-2

BERLIN’S FIRST ADDITION, LOT 2, BLOCK 2, CITY OF RIVERTON, FREMONT COUNTY

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

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

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

PASSED ON FIRST READING February 3rd, 2026

PASSED ON SECOND READING February 17th, 2026

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2026.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

ATTESTATION

I, Mia Harris, Clerk of the City of Riverton, attest that Ordinance No. 26-003 was passed, adopted, and approved by the Governing Body of the City of Riverton on the _____ day of _____, 2026. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being _____.

Mia Harris
Administrative Services Director

CITY COUNCIL STAFF REPORT

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

FROM: Gary Michaud, Community Development Director



THROUGH: Kyle Butterfield, Riverton City Administrator

DATE: March 3, 2026

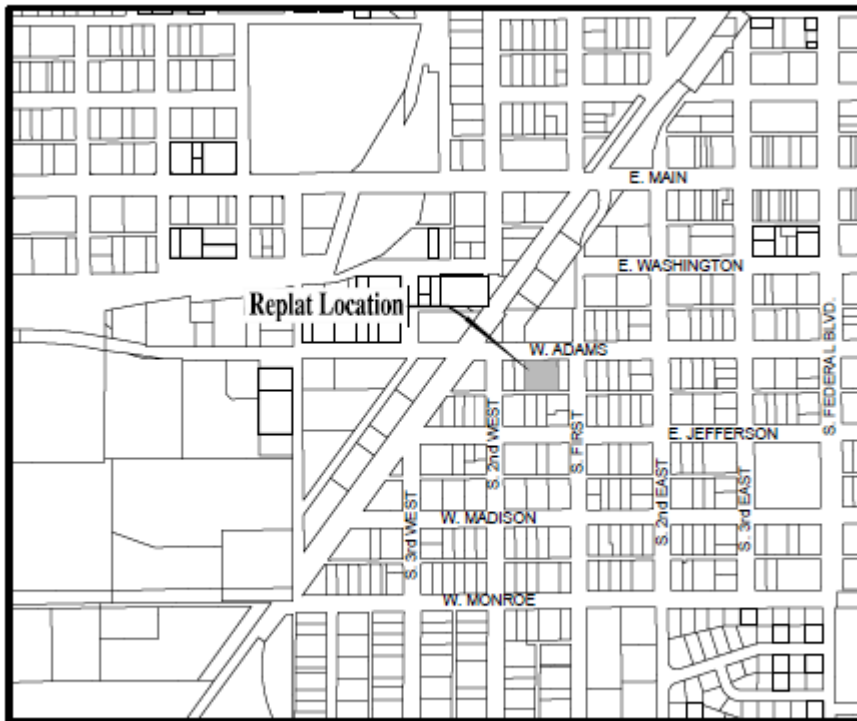
SUBJECT: Berlin's First Addition, Lots 2, 3 & 4, Block 2, Replat

Recommendation: The City Council approve the minor subdivision application for Berlin's First Addition, Lots 2, 3 & 4, Block 2, Replat, on the condition that the petition to rezone to R-2 for Lot 2 (105 West Adams) is approved by the City Council.

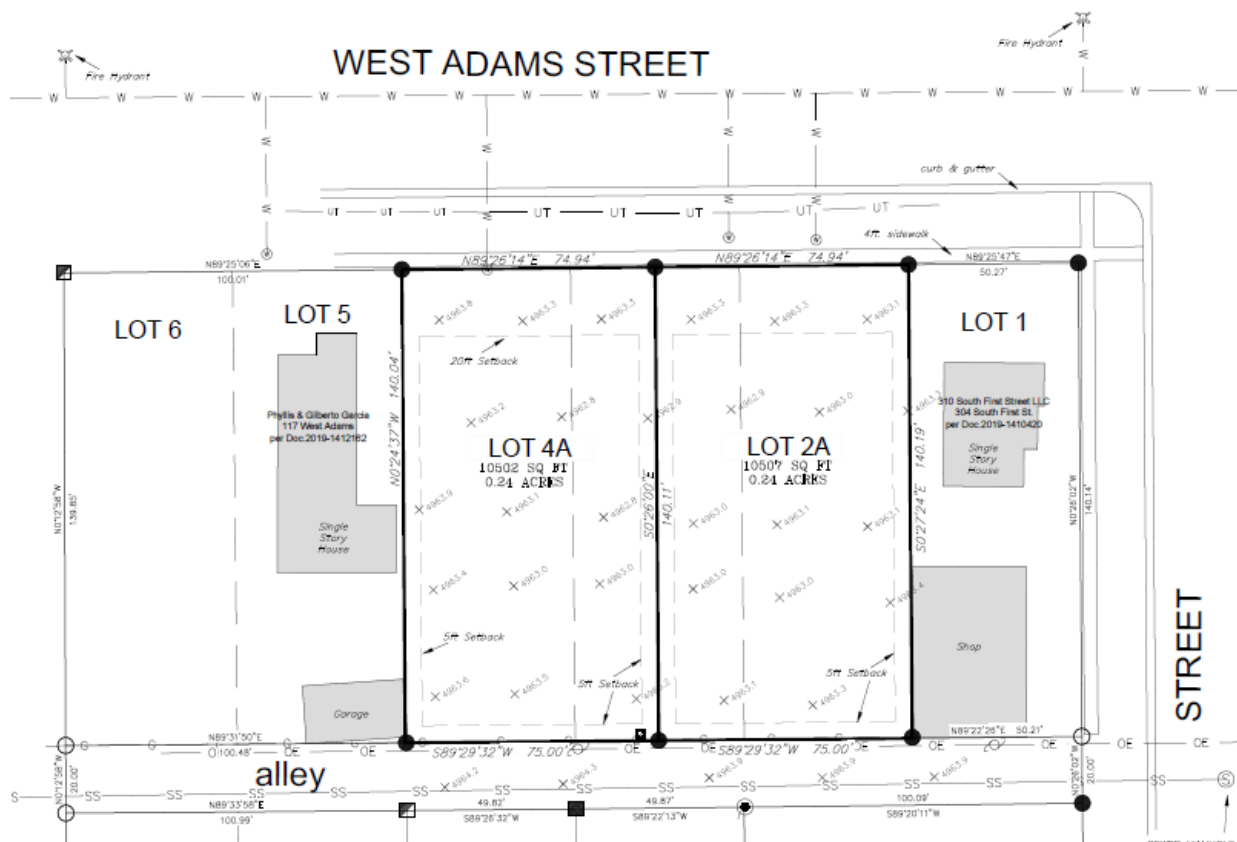
Petitioners: Tyler Goff, T&T Renovations

Background: The Berlin's First Addition was one of the first subdivisions in Riverton and was filed in 1918.

The City received a minor subdivision petition application to replat lots 2,3 & 4, Block 2, of Berlin's First Addition into Lots 4A and 2A, to be used for residential purposes.



LOCATION MAP: NE1/4, SEC. 22. T1N, R4E



Lots 2, 3 & 4 are all 50' x 140' and have the following addresses and current zones:

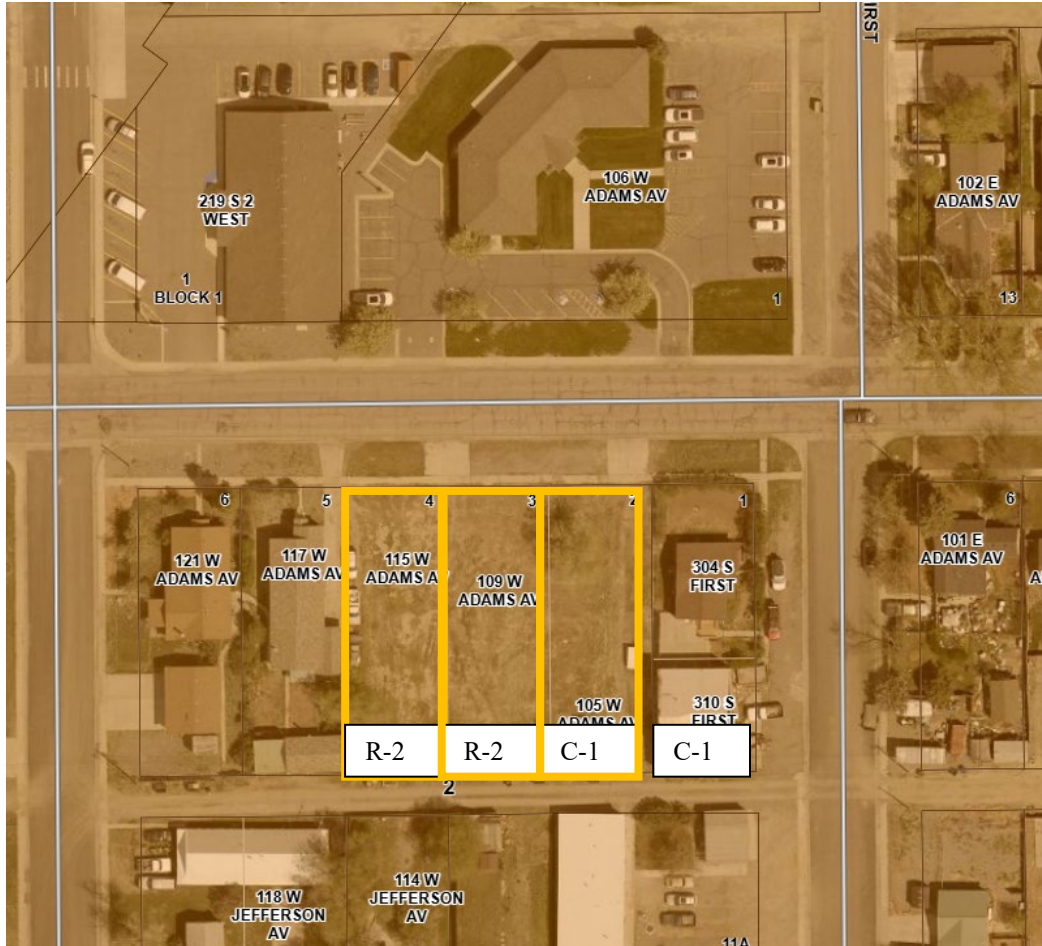
Lot 2: 105 West Adams Street – R-2 (formerly Commercial (C-1))

Lot 3: 109 West Adams Street – R-2

Lot 4: 115 West Adams Street – R-2

Therefore, in accordance with Riverton Municipal Code 16.12.020, prior to final approval of the replat, Lot 2 needed be rezoned from C-1 to R-2.

Lot 1, on the corner, is also zoned C-1. However, the owners of Lot 1 do not wish to rezone at this time.



The lots have access to all utilities via Adams Street and the adjacent southern alley. The City sent out utility review requests to all local agencies/utility companies and received no comments of concern.

Approval of replats in the City of Riverton are processed under the minor subdivision requirements of Riverton Municipal Code Section 16.12. Since this replat does not involve the creation of new streets or utility services, the replat is processed under the minor subdivision ordinance.

The Planning Commission the replat on January 16th, 2026 and recommended the replat for approval upon approval of the ordinance for a zoning change of Lot 2 to Residential R-2. Staff recommends approval of the replat petition.

Alternatives:

- Approve the replat
- Approve the replat with conditions or stipulations and submit to City Council for approval
- Deny the replat

Budget Impact: No immediate budget impact from staff recommendation



CITY OF RIVERTON, WYOMING
COMMUNITY DEVELOPMENT DEPARTMENT
MINOR SUBDIVISION APPLICATION

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

- Proposed Name of Subdivision: Berlin's First Addition Lots 2, 3 & 4, Block 2
- Date submitted: 12/10/25 Replat
- Type of Plat: Preliminary Final One Time Review
- Legal description of property to be subdivided:
Subdivision Berlin's First Addition Block 2 Lot 2-4
Parcel _____
Copy of deed or title provided? Yes No
- Total area of this subdivision/parcel: _____ acres
- Existing zoning: C-1 Proposed zoning: R-2
- Number of proposed lots (5 or less): 2 Typical lot size: 10,507 sq. ft.
- Type of development proposed:

<input checked="" type="checkbox"/> Residential (single family) <u>.24</u> acres	<input type="checkbox"/> Residential (multi-family) _____ acres
<input type="checkbox"/> Commercial _____ acres	<input type="checkbox"/> Industrial _____ acres
<input type="checkbox"/> Park and Open Space _____ acres	<input type="checkbox"/> Street rights-of-way _____ acres
<input type="checkbox"/> Other: _____ acres	
- Linear feet of proposed new streets: Total 0
- Proposed public land dedication: 0 acres
Proposed alternative to all or part of public land dedication requirement:

11. Subdivider/Petitioner:
 Name: TYLER GOFF
 Address: 21 DODRILL RD
RIVERTON WY 82501
 Phone: 307-851-2927
 Email: TEGOFF04@GMAIL.COM



OWNER OF T&T RENOVATION LLC

12. Property Owner(s):

Name: TYLER GOFF
Address: 21 DODRILL RD
RIVERTON WY 82501
Phone: 307-851-2927
Email: TEGOFF04@GMAIL.COM

Name: _____
Address: _____
Phone: _____
Email: _____

13. Person or firm preparing plat:

Name: HAMILTON LAND SURVEYING
Address: 2204 NORTH SECOND STREET
LANDER WY 82520
Phone: 307-332-2703
Email: HAMILTON@WYOMING.COM

14. Engineer designing improvements:

Name: _____
Address: _____
Phone: _____
Email: _____

15. Cost estimate for infrastructure: \$ 0

Submit letter of credit or some form of security as outlined in RMC 16.12.030 E.

Included? Yes No

Tyler Goff
Signature of Applicant/Agent:

TYLER GOFF
Print Name

STATE OF Wyoming
COUNTY OF Fremont

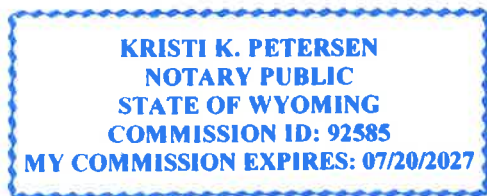
The foregoing instrument was signed and attested before me this 12th day of

December, 2025, by Tyler Goff

Witness my hand and official seal.

My Commission expires:

Kristi K. Petersen
Notary Public





CITY OF RIVERTON, WYOMING
COMMUNITY DEVELOPMENT DEPARTMENT
MINOR SUBDIVISION PLAT CHECKLIST

This checklist is for subdivision of land into 5 lots or less and is to be used as a guide for subdividers to insure that the form of sketch and final plats is correct and complete, and that all required supporting materials have been included in the plat submittal. A COMPLETED CHECKLIST MUST ACCOMPANY ALL PLAT SUBMITTALS.

Fill in the blanks and check each item as it is completed. Enter "NA" (not applicable) next to any item that does not apply and explain on a separate sheet. Incomplete or inaccurate submittal will not be accepted. Sketch and final plats, and the design standards used in their preparation, must comply with all of the applicable provisions of the Riverton Municipal Code Section 16.12.

Questions regarding this checklist should be directed to Chelsey Porter at (307) 857-7711.

THIS CHECKLIST IS ONLY A GUIDE. THE MINOR SUBDIVISION REGULATIONS ARE TO BE CONSULTED FOR DETAILS.

PROPOSED NAME OF SUBDIVISION: Berlin's First Addition Lots 2, 3, & 4
Block 2, Replat

DATE SUBMITTED: 12/12/25

REQUESTED PLANNING COMMISSION REVIEW DATE (Not less than 30 days from date of submittal): Jan 8 2026

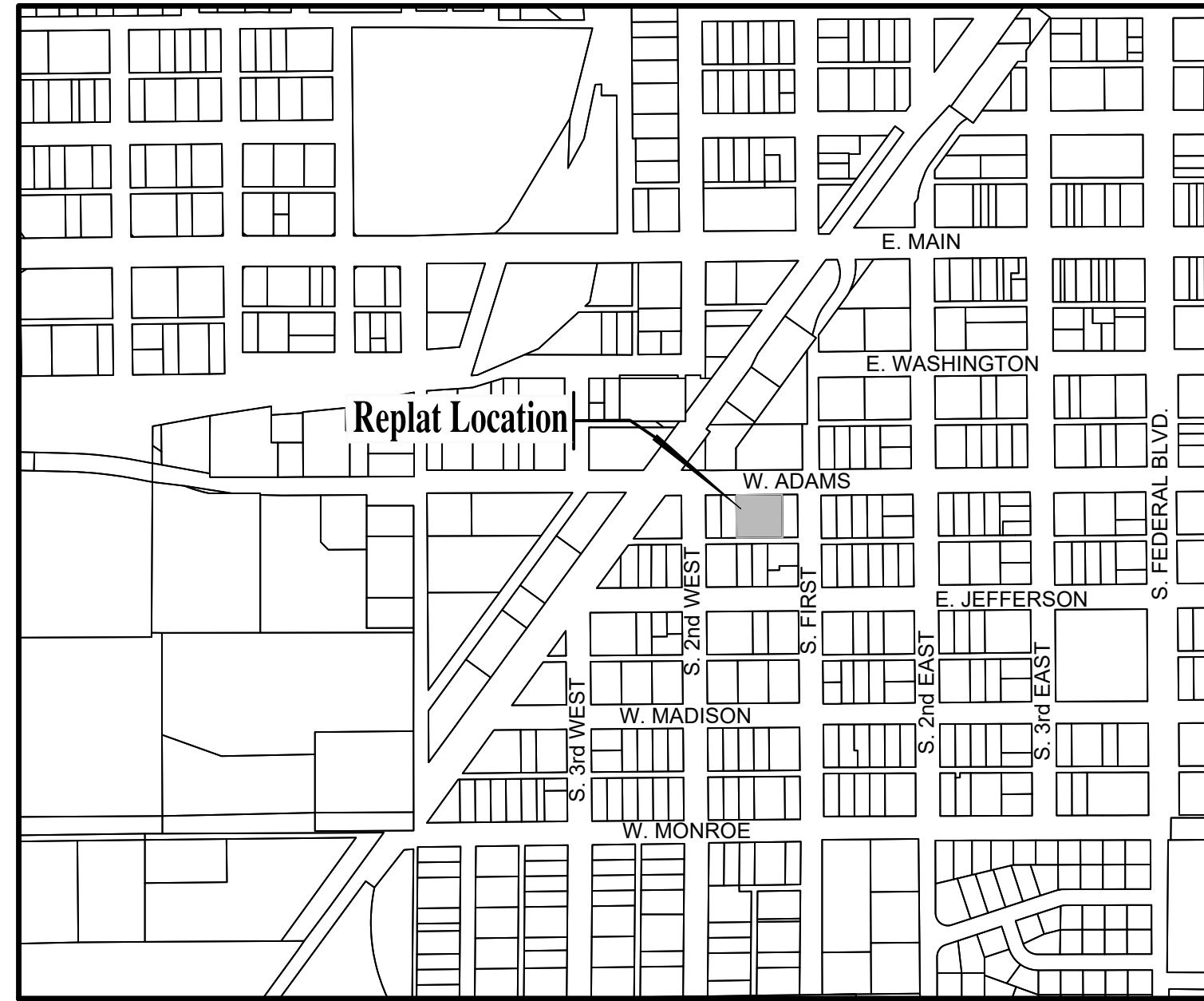
GENERAL LOCATION: Current Lot 2

OWNER(S) NAME, ADDRESS AND TELEPHONE:

Tyler Goff
21 Dodrill Rd
Riverton, WY 82501

NAME AND ADDRESS OF PERSON OR FIRM PREPARING PLAT:

Hamilton Land Surveying
2204 North Second Street
Lander, WY 82520



LOCATION MAP: NE1/4, SEC. 22, T1N, R4E

Scale: 1" = 500'

PLAT INFORMATION

Re-Platted into Two Lots - 21,009 square feet (0.48 Acres)
 Zoned: Residential R2; Setback requirements: Front 20 feet, Side 5 feet and Rear 5 feet.

SUBDIVIDER INFORMATION

T & T Renovations, LLC, P.O. Box 99, Riverton, Wyoming, 82501 described as: (Lots 2, 3 & 4, Block 2, Berlin's First Addition, City of Riverton, Fremont County, Wyoming), per record in Document 2025-1468153.

PLANNING COMMISSION CERTIFICATE

This plat approved by the City of Riverton Planning Commission on the _____ day of _____, 2026.

Sean Christensen: Chairman

CITY COUNCIL CERTIFICATE

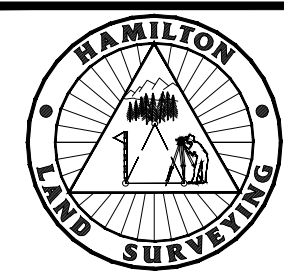
Approved by the City Council of Riverton on the _____ day of _____, 2026.

Tim Hancock: Mayor Mia Harris: Administrative Services Director

CLERK & RECORDER'S CERTIFICATE

This plat of Berlin's First Addition, Block 2, Lots 2, 3 & 4, Replat, City of Riverton, is filed in the office of Clerk and Recorder of Fremont County at _____ o'clock _____ M., on the _____ day of _____, 2026, and is duly recorded in Plat Cabinet _____ page _____, Document No. _____.

Clerk & Recorder Deputy



HAMILTON LAND SURVEYING
 2204 NORTH SECOND STREET
 P.O. BOX 112
 LANDER, WYOMING 82520
 (307) 332 - 2903

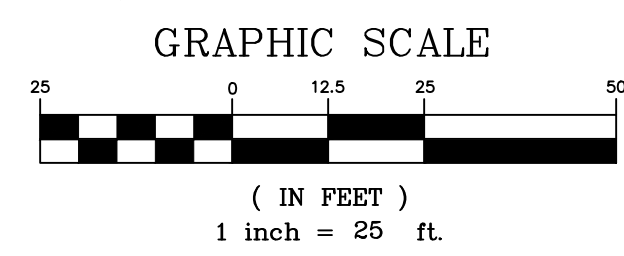
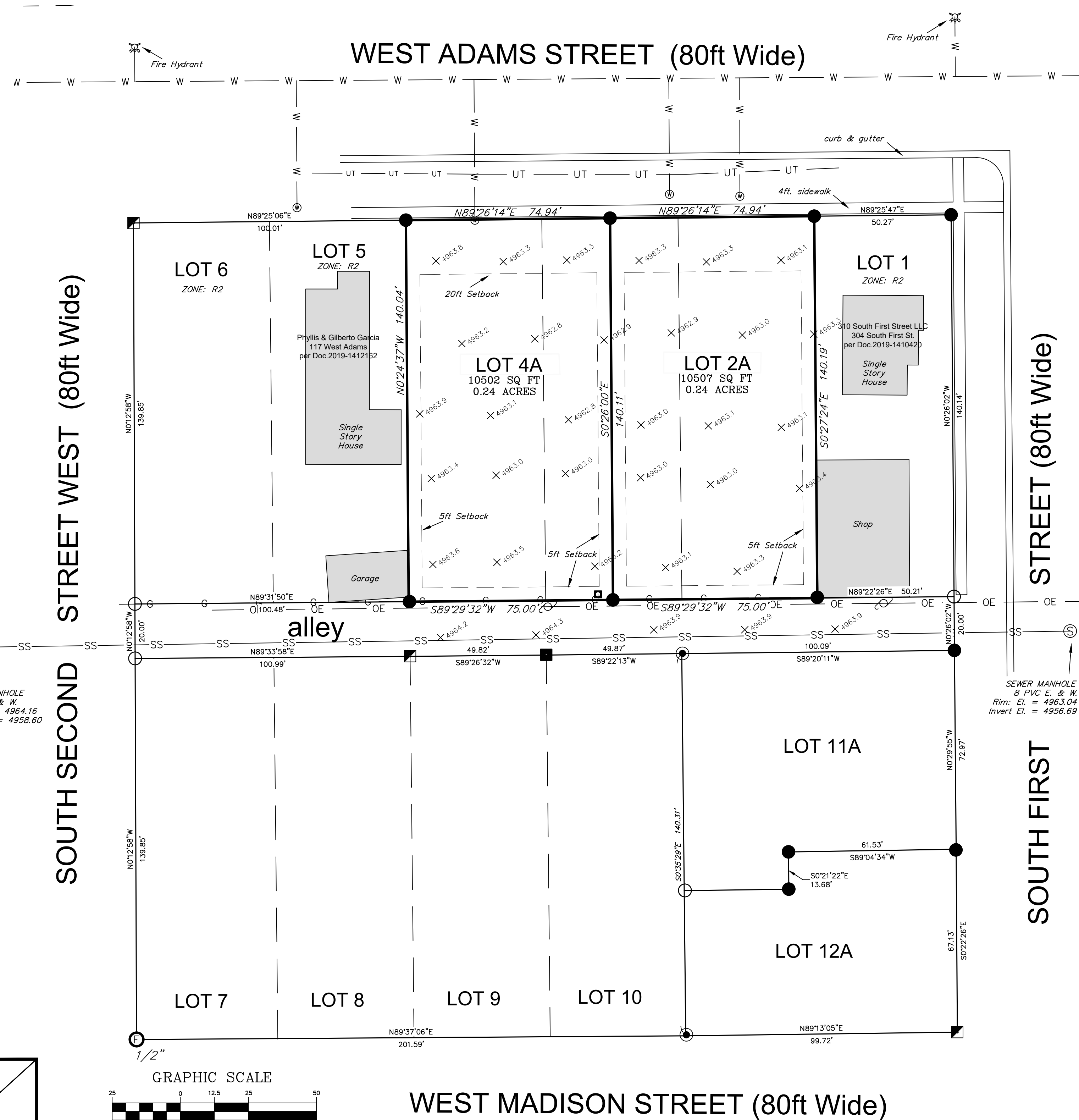
PROJECT:
 125184
 Sheet 1
 of 1 Sheets

PLAT OF:

**BERLIN'S FIRST ADDITION
 LOTS 2, 3 & 4, BLOCK 2, REPLAT**

located in the:
**E1/2NW1/4, Sec. 34, T1N, R4E. W.R.M.
 CITY OF RIVERTON, FREMONT COUNTY, WY**

Review Date: 2025-12-23



CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all men by these presents that:

T & T Renovations LLC., a Wyoming limited liability company, owners of Lots 2, 3 and 4, Block 2, Berlin's First Addition, City of Riverton, Fremont County, Wyoming. As recorded in Document 2025-1468153 on October 24, 2025.

As it appears on this plat is with free consent, and in accordance with desires of the undersigned owners; have caused this property to be replatted into lots as shown and designated the same to be henceforth known as Berlin's First Addition, Block 2, Lots 2, 3 & 4, Replat, City of Riverton, County of Fremont, State of Wyoming; and do hereby grant to the city, and its licensees for perpetual public use, all streets, alleys, easements and other public lands within the boundary of their ownership as shown hereon and adjacent thereto for their indicated uses.

Utility easements as designated on this plat are hereby dedicated to the City of Riverton and its licensees for perpetual public use for the purpose of installing, repairing, re-installing, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable television lines and other forms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the homestead exception laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, 2026.

Tyler Goff, member

STATE OF WYOMING)
 COUNTY OF FREMONT) s.s.

The forgoing dedication was acknowledged before me this _____ day of _____, 2026, by Tyler Goff, member of T & T Renovations LLC.

Witness my hand and official seal:

My commission expires: _____ Notary Public

PLAT NOTES

- This plat is to restructure Lots 2, 3 & 4 of Block 2, Berlin's First Addition, of the City of Riverton.
- Utility locations are based upon records and other information for buried lines. This survey does not guarantee location of buried utility lines.
- The bearings on this plat are based upon NAD83 Wyoming West Central Zone, Grid Bearing; the distances are based upon a grid to ground scale factor of 1.0002864068 referenced from a control point, using a latitude of N43°01'22.9351" and a longitude of W108°23'06.06383" and an ellipsoid height of 4911.64 ft.

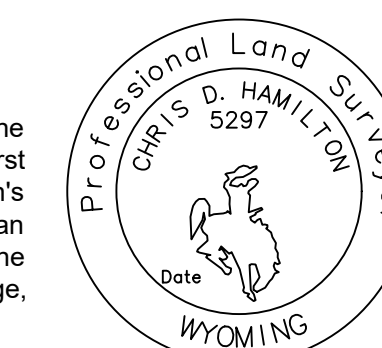
CERTIFICATE OF SURVEYOR

COUNTY OF FREMONT)
 STATE OF WYOMING) ss

I, CHRIS D. HAMILTON, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of Berlin's First Addition, Block 2, Lots 2, 3 & 4, Replat, that this survey has referenced the record plat of Berlin's First Addition, recorded in Book B, Page 22, on July 8, 1915; that this plat was made from an accurate survey of said property, made by me and/or under my supervision and correctly shows the location and dimensions of the lot and streets of said subdivision to the best of my knowledge, information and belief.

In witness whereof I have set my hand & seal this _____ day of _____, 2026.

"unless signed and dated upon face of seal this is a preliminary plat"



LINE LEGEND:

- OE — OE — = ELECTRIC (Overhead)
- G — G — = GAS (Propane Line)
- — — — = FENCE (Chainlink)
- S — S — = SEWER LINE (approx.)
- W — W — = WATER LINE (approx.)

TOPOGRAPHY MAPPING LEGEND:

- ⊙ = STORMDRAIN MANHOLE
- ⊕ = SEWER CLEANOUT
- ⊗ = FIRE HYDRANT
- ⊕ = OVERHEAD POWER POLE
- ⊗ = WATER VALVE
- ⊕ = WATER CURB STOP
- ⊗ = GAS VALVE

PROPERTY BOUNDARY LEGEND:

- = 5/8 INCH REBAR
- = 1" METAL ROD
- ⊙ = 2.0" ROUNDHEAD BOLT
- = 1.5" ALUM. CAP ON 5/8" REBAR
- = NO MONUMENT FOUND OR SET, CALCULATED

CITY COUNCIL STAFF REPORT

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

FROM: Brendan Thoman, P.E., Public Works Director

THROUGH: Kyle J. Butterfield, City Administrator

DATE: March 3, 2026

SUBJECT: Engineering Services Agreement – West Main Street Water Transmission Line Replacement Project

Recommendation: Approval of the agreement between HDR Engineering and the City of Riverton for design services for the West Main Street Water Transmission Line Project.

Background: The West Main Street Water Transmission Line Project was the first project recommended for completion by the 2023 Level I Water Master Plan Study. Since the recommendation to complete this project, city staff began working with funding partners to ensure the financial feasibility of this project. To secure funding, a conceptual design and preliminary engineering was completed with a level II technical report. This report was submitted to the Wyoming Water Development Commission as they considered funding this project. Furthermore, a grant application was completed for a State Revolving Fund grant/loan. The final step is to secure an engineering consultant to work with WYDOT to place this project into the planned overlay of West Main Street for the 2027 construction season.

Discussion: Staff began advertising for Request for Qualifications (RFQ) beginning December 13, 2025. During this time, five (5) Statements of Qualifications (SOQ) were received. The selection committee, comprised of community members and city staff ranked the consultants based on the Statements of Qualifications received January 9th, 2026. Two firms were then interviewed with one firm chosen to begin with contract negotiations.

HDR, Inc. was the top ranked firm. Staff worked with them to put together a contract. Once a draft was compiled by HDR, staff reviewed this contract as well as funding partners, including the Wyoming Water Development Office and the Office of State Lands and Investments. HDR implemented comments from each entity in the final agreement.

Items changed from the first iteration to the final included additional time for project coordination as well as additional funds devoted to 50% and final design. The final plans from this project will need to be implemented into WYDOT plans for bidding. Each entity, including Wyoming DEQ will be a partner in this project and will need full review of the plans.

Budget Impact: If approved, the fee proposal from HDR Engineering, Inc (\$517,038) will be paid for from the SRF loan/grant that was approved by the State Land and Investment Board

(SLIB) at the February 5th meeting. These funds come with 25% in principal forgiveness. Additionally, once approved, the Wyoming Water Development (WWDO) funds that were applied for will pay up to 50% of the engineering costs for this project. However, the WWDO funding source will not be available until approved by the legislature with the upcoming Omnibus water bill. The city would need to cover costs with the 75%/25% split through the SRF funds until this time.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



As Modified by the Parties Hereto (all changes shown in redline/strike-out format)

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National Society of Professional Engineers
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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Riverton (Owner) and HDR Engineering, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as West Main Street Water Line Replacement (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as design for the replacement of roughly 11,000 LF of existing water line on West Main Street in Riverton, WY.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of

authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer’s Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer’s Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer’s Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer’s compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service	Amount	Basis of Compensation
1. Basic Services (Article 1 of Exhibit A)	\$	517,038

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer’s labor, overhead, profit, and Engineer’s Subcontractor and Subconsultants’ charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, will be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably. All amendments must be reviewed and have approval from Wyoming State Revolving Fund (SRF) and Wyoming Water Development Office (WWDO) to be eligible for reimbursement.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to delegated design professionals retained by Constructor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and

Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 - 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 - 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 - 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 - 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or

modification of the Documents without written verification, completion, or adaptation by Engineer.

8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer

hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will

have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof;

provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other

party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- F. Operational Technology Systems: Owner agrees that the effectiveness of operational technology systems ("OT Systems") and features designed or recommended by Engineer are dependent upon Owner's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Owner shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber

security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Owner recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed or recommended by Engineer are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Engineer does not guarantee that Owner's OT Systems are impenetrable and Owner agrees to waive any claims against Engineer resulting from any such incidents that relate to or affect Owner's OT Systems.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 3. **Agreement**—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the

Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field

Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract

Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Deliverables Schedule – Not used.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP) – Not used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution – Not used.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is [insert date].

Owner:

City of Riverton, Wyoming

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

HDR Engineering, Inc.

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

195 South 5th Street

Lander, WY

82520

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

195 South 5th Street

Lander, WY

82520

Phone: _____

Email: _____

EXHIBIT A—ENGINEER’S SERVICES



City of Riverton West Main Street Water Line Project

General

The purpose of this project is to design water line replacements along sections of West Main Street in Riverton, WY. The water line construction will occur as a part of a WYDOT mill and overlay project that is planned on this same street. The water line project design must be integrated into the WYDOT bid package. The design must follow funding agency requirements for the Wyoming Water Development Commission (WWDC) and Wyoming Drinking Water State Revolving Fund (DWSRF). Total estimated replacement length is 3,300 LF of replacement of 8-IN with 12-IN water line and 7,760 LF of 14-IN being replaced with 18-IN or 16-IN line.

The WWDC is only funding the work associated with the 7,760 LF water line replacement. All other work is not eligible for reimbursement from WWDC. For each invoice, HDR will provide a proportional breakout of costs between what is eligible for WWDC reimbursement and what is not so that the City can request appropriate reimbursement from WWDC and DWSRF. The proportion will be determined with the WWDC and City representatives and will be based on the total WWDC grant amount divided by the total estimated project cost.

Scope of Services

TASK 1.0 - PROJECT MANAGEMENT

Under this task we will bill all hours associated with project administration, client/agency coordination, client/agency grant/loan tracking and administration, resource management, invoicing, quality assurance and quality control, project setup, and project closeout.

Deliverables:

- 1.01 Client/Agency Coordination – A kickoff meeting, biweekly check-in meeting with City staff (up to 16 anticipated), attendance at WYDOT design coordination meetings (up to 4) are planned. Also included under this task are general correspondence and coordination with the Wyoming DWSRF and WWDC staff to ensure all federal and state requirements are met in the construction contract documents.
- 1.02 Staff Coordination/Management – Staff workload and coordination efforts fall under this subtask.
- 1.03 Project Administration - Includes invoicing, monthly progress reports, WWDC eligible cost breakout on invoices, WWDC grant draft request and grant budget tracking, DWSRF loan draft request and loan budget tracking, schedule updates, document management, project safety administration, subcontractor administration, budget management, and other internal administrative items.
- 1.04 Internal Quality Assurance/Quality Control – Includes an initial Project Approach and Resource Review (PARR) is HDR's internal early technical review by independent subject matter experts to confirm project goals, appropriate technical approach, and appropriate staff as well as quarterly quality assurance meetings with senior staff, and deliverable quality control reviews.



Assumptions:

- Up to 16 client virtual check-in meetings will be held
- Up to 4 WYDOT coordination meetings will be held
- Period of service for this task will encompass entire project

TASK 2.0 – DATA COLLECTION / BASE MAPPING

This task covers gathering and synthesizing of data needed to design the project:

Deliverables:

- 2.01 Locates – A locate ticket will be submitted for project area. HDR will meet on site with utility locators once and mark areas to be located along route.
- 2.02 Control – HDR will set up to twelve (12) survey control points for use on the project.
- 2.03 ROW Survey – Property pins and corners will be surveyed to establish property lines to the nearest foot accuracy in project area where distribution, service line tie-in's, hydrants, or the main is anticipated to be within 15 feet of the ROW lines. Pre-survey research will need to be conducted as well in order to determine PLSS element and property location ahead of field survey.
- 2.04 Utility Survey – Utilities in the project corridor as located by utility companies will be surveyed for inclusion in the base map.
- 2.05 Topographic Survey – Topographic survey will be collected for water line design, including tie-ins to service lines and distribution mains. Road crown, edge of asphalt, top of curb, top back of curb, and back of sidewalk are planned.

Assumptions:

- Locates will be completed within 1 week of ticket submittal.
- City staff will provide traffic control support for survey of road centerline and edges of asphalt.
- City will provide video inspections of up to four (4) sanitary sewer and eight (8) irrigation crossings.
- Up to one (1) week of pre-field survey research is planned for property/ROW survey.

TASK 3.0 – 10% DESIGN

The following 10% design activities will be included under this task.

Deliverables:

- 3.01 Hydraulic model calibration check – HDR will install up to six (6) pressure monitoring and logging devices for up to a month of monitoring. HDR will also obtain available system SCADA



data from City for this time period. Both SCADA and pressure data collected will be compared against model extended period simulation (EPS) performance. A determination will be made on whether existing model calibration is current. At that time a determination will be made as to whether flow testing will be required to recalibrate the model, however, flow testing is planned under this task.

- 3.02 Hydraulic modelling – Line Size Determination – Under this activity, findings and assumptions from the Level III Application to WWDC memorandum regarding the possible line sizing and flow control valve configurations will be examined. HDR will provide a recommendation for sizing both sections of the Main Street transmission line being replaced, as well as recommendations on control valve installations and / or modifications that should be pursued as part of this project. Findings/ recommendations will be included in the Design Basis Memo.
- 3.03 Geotechnical Investigation – HDR has retained a subcontractor to obtain up to 6 bores to 10 foot depths along the route to help get a sense for subgrade and soil conditions for the project.
- 3.04 Base Map Generation – Using the survey data collected, a 3D basemap will be generated for design of the project.
- 3.05 Irrigation/Sanitary Sewer Evaluations – City to provide support in conducting video inspections of up to eight (8) irrigation crossings and up to four (4) sanitary sewer crossings. Based on information provided from the City camera crews, HDR will make recommendations regarding replacement and/or rehabilitation of irrigation and sanitary sewer crossings. Recommendations will be included in the Design Basis Memo.
- 3.06 Horizontal Alignment and Connections Preliminary Design – HDR will provide a preliminary alignment, including distribution system connections and connections to existing at either end. Alignment will be presented in the Design Basis Memo to be reviewed by City, WYDOT, WWDO, and DWSRF.
- 3.07 Additional Distribution System Design – HDR will work with the City to identify up to three (3) additional small distribution system improvements to include as part of the project that will improve working pressures, available flows, or water quality. Preliminary areas are as follows:
 - Mary Drive: Up to two looping connections approximately 800 LF total.
 - 2nd Street: Up to one looping connection up to approximately 200 LF total.
- 3.08 Preliminary Sequencing and Temporary Water – A preliminary sequencing and temporary water plan will be produced and included in the Design Basis Memo.
- 3.09 Design Basis Memo – Preliminary design efforts as described previously will be documented along with recommended design direction for critical items:
 - Line Sizing and Terminal Control Valve parameters (if any) for W. Main Street and Northside Transmission to serve future Northside Elevated Storage Tank.
 - Irrigation/Sanitary Sewer Crossings
 - Preliminary horizontal alignment and tie-ins
 - Preliminary sequencing and temporary water plan
 - Pipe bursting or horizontal directional drilling locations



- 3.10 Client/Agency Reviews: HDR will send out a draft of the Design Basis Memo to the City, WYDOT, DWSRF, and WWDO representatives for review and comment. Updates to the draft will be made after the review period has ended based on comments received. A final Design Basis Memo will be provided to all parties including a comment log with comments and comment resolutions. An in-person meeting will be held with Agency and City representatives to review the Construction Documents.

Assumptions:

- City will provide video inspection services.
- Review comment period is up to fourteen (14) calendar days
- SCADA information from City will be made available within one (1) week of request
- Hydrant flow testing is not planned as part of this project
- Design Basis Memo will be distributed electronically only
- In-person meeting planned with City and Agency representatives to review the 10% design
- City will provide existing hydraulic model for utilization with design. HDR assumes existing hydraulic model is fully functioning with no model run errors.

TASK 4.0 – 50% DESIGN

The following 50% design deliverables will be included under this task.

Deliverables:

4.01 50% Design Drawings to include:

- Service Line Tie-ins/Design
- PRV Vault Move
- Additional Distribution Line Loops
- Construction Sequencing
- Plan and Profile Sheets
- Details

4.02 Project Specifications – It is anticipated the WYDOT specifications can be used for the Front End documents, however, DWSRF and WWDO contract provisions will need to be included. This will need to be coordinated with WYDOT. It is anticipated that the Riverton Special Provisions to the Wyoming Public Works Standard Specifications will be used with slight modifications that are project specific.

4.03 AACE Class 2 Opinion of Probable Construction Cost Estimate

4.04 Client/Agency Reviews: HDR will send out a 50% set of plans and a cost estimate to the City, WYDOT, DWSRF, and WWDO representatives for review and comment. Updates to the documents based on comments will be made after the review period has ended. A comment log documenting comments and comment resolutions will be provided to all parties along with updated documents. An in-person meeting will be held with Agency and City representatives to review the Construction Documents.

Assumptions:



- Review comment period is up to thirty (30) calendar days
- In-person meeting planned with City and Agency representatives to review the 50% design
- Documents will be distributed electronically only

TASK 5.0 – FINAL DESIGN AND BIDDING SUPPORT

The following final design deliverables will be included under this task.

Deliverables:

5.01 90% Design Drawings to include:

- Cover sheet
- General notes
- Legends
- Survey control sheet
- Demolition and Removals Sheets
- Service Line Tie-ins/Design
- PRV Vault Move
- Construction Sequencing and Traffic Control Plan
- Temporary Water Plan
- Plan and Profile Sheets
- Details

5.02 Project Specifications – It is anticipated the WYDOT specifications can be used for the Front End documents, however, DWSRF and WWDO contract provisions will need to be included. This will need to be coordinated with WYDOT. It is anticipated that the Riverton Special Provisions to the Wyoming Public Works Standard Specifications will be used with slight modifications that are project specific.

5.03 AACE Class 1 Opinion of Probable Construction Cost Estimate

5.04 Client/Agency Reviews - HDR will send out a 90% set of plans, specifications, and a cost estimate City, WYDOT, DWSRF, and WWDO representatives for review and comment. Updates to the documents based on comments will be made after the review period has ended. A comment log documenting comments and comment resolutions will be provided to all parties along with updated documents. An in-person meeting will be held with Agency and City representatives to review the Construction Documents.

5.05 Final Sealed Construction Documents – HDR will provide sealed construction documents to the City.

5.06 Bidding Support – HDR will be available to answer bidding questions and issue addenda.

Assumptions:

- Agency review comment period for 90% set of drawings is up to thirty (30) calendar days



- Documents will be distributed electronically only
- In-person meeting planned with City and Agency representatives to review the 90% design

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of Riverton, Wyoming**
Engineer: **HDR Engineering, Inc.**
Project: **West Main Street Water Line Replacement**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)
 Additional Services to be performed by Engineer
 Modifications to services of Engineer
 Modifications to responsibilities of Owner
 Modifications of payment to Engineer
 Modifications to time(s) for rendering services
 Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$
Net change for prior amendments: \$
This amendment amount: \$
Adjusted Agreement amount: \$
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____	_____
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: City of Riverton, Wyoming
Engineer: HDR Engineering, Inc.
Contractor:
Project:
Contract Name:
Notice Date: Effective Date of the Construction Contract:
Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$4,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000
Excess or Umbrella Liability	
Each Occurrence	\$n/a
General Aggregate	\$n/a
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$1,000,000 (if applicable)
General Aggregate	\$1,000,000 (if applicable)

Exhibit G—Insurance.

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1.02 Additional Insureds

- A. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- B. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- C. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph 1.01, Limitation of Engineer's Liability:

1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
 2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed \$1,000,000.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$517,038 based on the following estimated distribution of compensation:

a. Task 1.0: Project Management	\$ 51,926
b. Task 2.0: Data Collection/Base Mapping	<u>\$ 121,517</u>
c. Task 3.0: 10% Design	<u>\$ 136,179</u>
d. Task 4.0: 50% Design	<u>\$ 104,836</u>
e. Task 5.0: Final Design and Bidding Support	<u>\$ 102,580</u>

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 1.00.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.
- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually January 1st to reflect equitable changes in the compensation payable to Engineer.

- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. HDR will not add a markup for subcontractor services . Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	IRS rate per mile
Personal Vehicle Mileage	IRS rate per mile

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
APPENDIX 2: STANDARD HOURLY RATES SCHEDULE**

**HDR Engineering
2026 Hourly Billing Rates**

Billing Title	Billing Rate
Managing Principal	310
Project Manager 7	290
Project Manager 6	260
Project Manager 5	240
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 11	290
Engineer 10	260
Engineer 9	240
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	230
System Integrator 3	195
System Integrator 2	175
System Integrator 1	155
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	150
CADD/GIS Technician 3	135
CADD/GIS Technician 2	120
CADD/GIS Technician 1	110
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105
Right of Way 5	195
Right of Way 4	180
Right of Way 3	155
Right of Way 2	135
Right of Way 1	120
Right of Way Coordinator	115

Billing Title	Billing Rate
Environmental/Hydrologist/Geologist 8	240
Environmental/Hydrologist/Geologist 7	225
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Economist 4	220
Economist 3	190
Economist 2	160
Economist 1	130
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 6	260
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Commercial Mgmt/Project Controls 6	310
Commercial Mgmt/Project Controls 5	280
Commercial Mgmt/Project Controls 4	250
Commercial Mgmt/Project Controls 3	220
Commercial Mgmt/Project Controls 2	190
Commercial Mgmt/Project Controls 1	160
Project Controller	150
Project Accountant	120
Project Assistant	115
Admin Assistant	85

Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.


Appendix 2: Standard Hourly Rates Schedule.

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Page 3 of 3

CITY COUNCIL STAFF REPORT

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

FROM: Kyle J. Butterfield, City Administrator 

DATE: March 3, 2026

SUBJECT: Fiscal Year 2027 City Council Goals

Recommendation: The city council adopts Resolution No. 1544 and establishes goals for fiscal year 2027.

Background: The city council met to develop the annual goals for the City of Riverton on February 10, 2026. The process included a review of previous goals, establishing guiding principles, and significant discussion about each councilmembers priorities and goals. The meeting was moderated by Tim Nichols of the Fremont County Association of Governments.

Discussion: The proposed set of goals are the result of the above referenced meeting. All items are intended to be tracked internally and reported on to the council. The annual goals are designed to follow the fiscal year budget for the purposes of tracking and accounting. Upon adoption, staff will work to further develop timelines and work plans for the different goals.

Alternatives: Council may modify the goals or direct staff as desired.

Budget Impact: There is no immediate financial impact to the adoption of the proposed goals. Future actions driven by the adopted goals will have associated costs, which will be denoted at the time of those respective approvals.

RESOLUTION NO. 1544

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON ESTABLISHING GOALS AND OBJECTIVES FOR FISCAL YEAR 2026-2027 TO PROMOTE THE LONG-TERM WELFARE AND SUCCESS OF THE CITY OF RIVERTON.

WHEREAS, the Riverton City Council has established goals and objectives relative to the promotion, success, and beautification of the City of Riverton; and,

WHEREAS, the City Council convened a work session to discuss and identify community enhancements that will improve the quality of life for its citizens; and,

WHEREAS, the City Council recognizes the need for their proactive role in promoting the long-term health, safety and welfare of the community through annual goals and objectives.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Riverton, hereby adopts the 2026-2027 goals and objectives, which is included as Exhibit “A” hereto.

PASSED, APPROVED, AND ADOPTED this 3rd day of March 2026.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director



FISCAL YEAR 2027 CITY COUNCIL GOALS

1. PUBLIC PERCEPTION
2. PUBLIC SAFETY
3. AGING INFRASTRUCTURE

CITY COUNCIL STAFF REPORT

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

FROM: Gary Michaud, Community Development Director 

THROUGH: Kyle Butterfield, Riverton City Administrator

DATE: March 3, 2026

SUBJECT: Resolution No. 1545: 2026 Fremont County Excise Tax: Emergency Medical Service (ground ambulance), Commercial Air Service and Public Ground Transportation

Background: On February 3rd, 2026, the Fremont County Joint Committee for Key Services presented a framework to the Riverton City Council for an excise tax to fund critical services in Fremont County to be presented to the Fremont County voters in the August 18th, 2026 Primary Election Ballot.

The proposal is for Three Quarter Percent (3/4%) Sales and Use Tax for Economic Development distributed according to the percentages below for each specific service:

Emergency Medical Service (ground transportation): 54%

Air Service: 31%

Public Ground Transportation: 15%

Wyoming Statute § 39-15-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%).

In order for the proposition to be placed on the ballot, a resolution approving the proposition must be approved from the governing body of the county and the governing bodies of at least fifty percent (50%) of the incorporated municipalities within Fremont County. The incorporated municipalities in Fremont County are: Dubois, Hudson, Lander, Pavillion, Riverton, and Shoshoni. If passed, the tax shall become effective January 1st, 2027.

Due to timeline requirements, all of the resolutions must be approved in the very near future in order for the measure to be placed on the ballot.

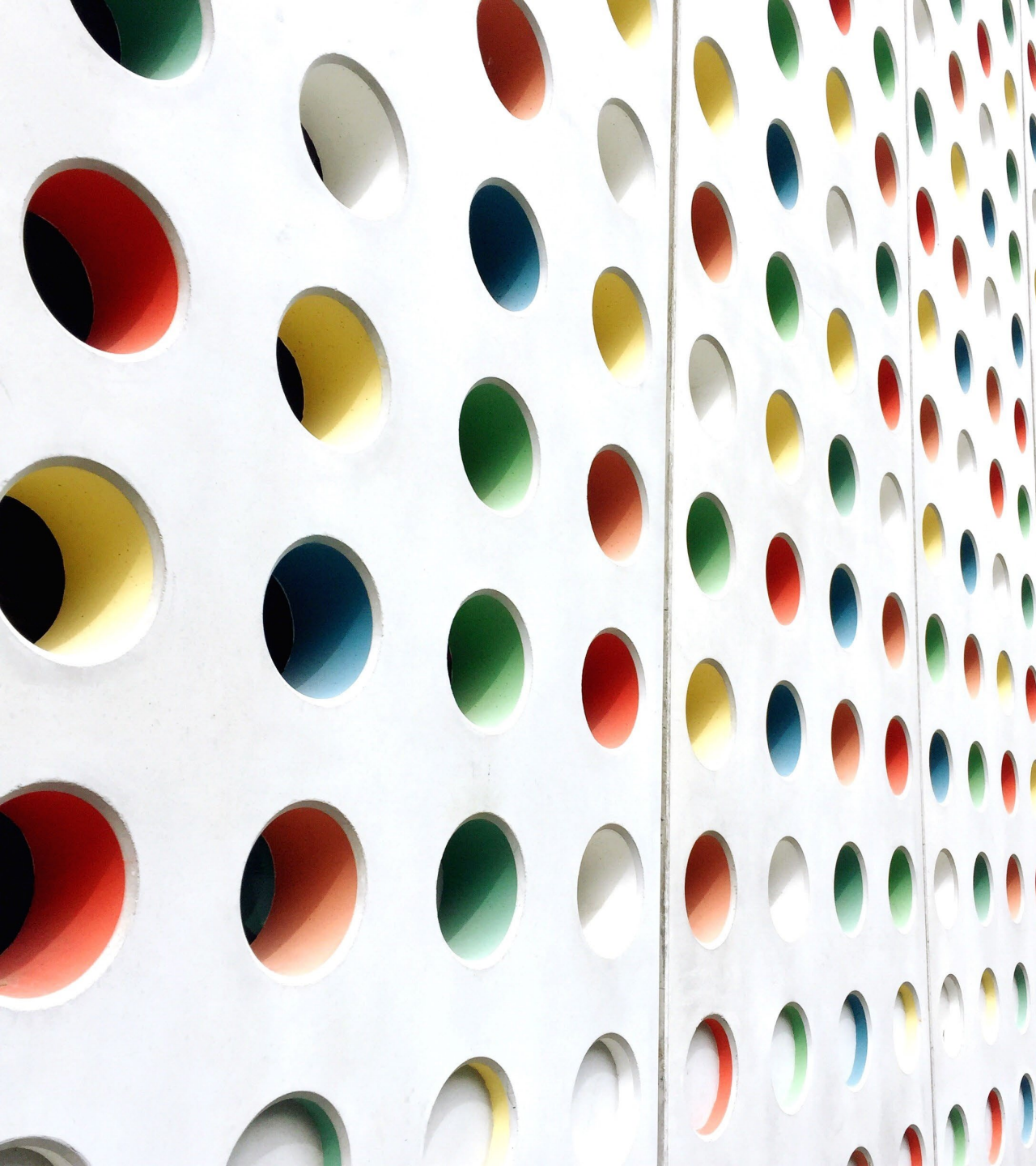
Additionally, for the funds to be collected and distributed according to the allocations listed above, all parties plan to approve and sign a Memorandum of Agreement.

The total estimated amount of funds collected annually for this purpose would be approximately \$6.5 million.

Alternatives:

- Approve Resolution No. 1545
- Table Resolution No. 1545
- Do not approve Resolution No. 1545

Budget Impact: There are no immediate budget impacts from approval of the resolution. However, if the ballot measure is approved or fails, the city budget will be significantly impacted.



Optional Excise Tax

JOINT COMMITTEE ON
FUNDING KEY SERVICES

FEBRUARY 3, 2026

Potential Ballot Language

THREE QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT PROPOSITION

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

Resolution of Support

RESOLUTION NO. 15XX

A RESOLUTION OF THE GOVERNING BODY OF RIVERTON TO PLACE THE QUESTION OF THE THREE-QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT ON THE 2026 PRIMARY ELECTION BALLOT TO EXCLUSIVELY SUPPORT GROUND AMBULANCE, COMMERCIAL AIR SERVICE, AND PUBLIC GROUND TRANSPORTATION

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RIVERTON, WYOMING, that an optional three-quarter percent (3/4%) sales and use tax for economic development question be placed on the 2026 Primary Election ballot, which shall be proposed as:

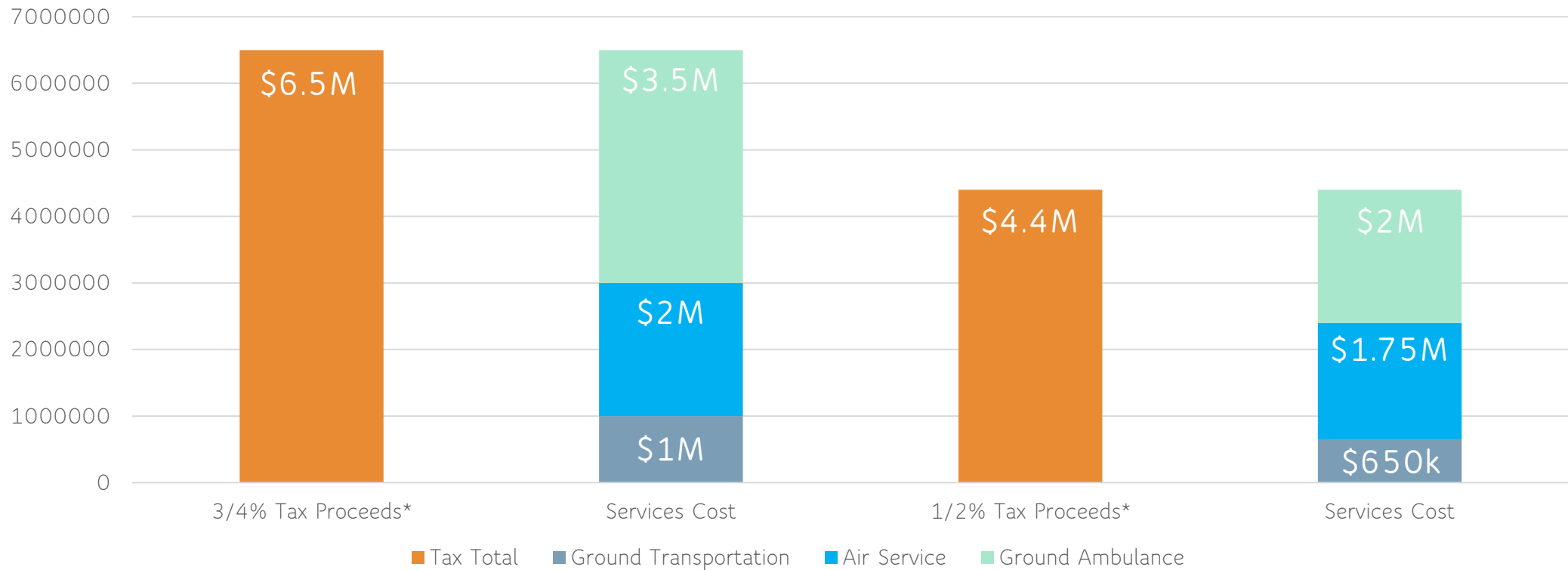
THREE QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT PROPOSITION

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

Tax Proceeds and Costs of Services



Tax Proceeds Based on FY23*

Governing Memorandum of Agreement

General Provisions:

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
3. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.

Governing Memorandum of Agreement

General Provisions:

- b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.

- c. Amendments. Any changes, modifications, revision or amendments to this MOA which are mutually agreed upon by the Parties to the MOA shall be incorporated by written instrument, executed and signed by all Parties to this MOA. No provision of this Agreement may be modified or altered solely by an individual Party.

Governing Memorandum of Agreement

General Provisions:

- d. Disputes. In the event of a dispute between the Parties as to the language of this MOA or the construction or meaning of any term hereof, this MOA will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOA. Any controversy or claim arising out of, or relating to this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with W.S. § 1-43-101 et seq. Should mediation fail, the Parties may proceed with any/all legal avenues available under Wyoming or federal law. The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.
 - i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.

Governing Memorandum of Agreement

Allocation to Core Services:

4. Parties agree that 54% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Treasurer for emergency medical services.
5. Parties agree that 31% of each Party's proceeds from the optional excise tax received will be distributed monthly to the City of Riverton for commercial air service.
6. Parties agree that 15% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Association of Governments (FCAG) for ground transportation.

RESOLUTION NO. 1545

A RESOLUTION OF THE GOVERNING BODY OF RIVERTON TO PLACE THE QUESTION OF THE THREE-QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT ON THE 2026 PRIMARY ELECTION BALLOT TO EXCLUSIVELY SUPPORT GROUND AMBULANCE, COMMERCIAL AIR SERVICE, AND PUBLIC GROUND TRANSPORTATION

WHEREAS, Wyoming Statute § 39-15-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%) upon retail sales of tangible personal property, admissions, and services made within the county, the purpose of which is for economic development; and

WHEREAS, the proposition to impose an excise tax shall be at the expense of the county and be submitted to the electors of the county upon the receipt by the board of county commissioners of a petition requesting the election signed by at least five percent (5%) of the electors of the county or of a resolution approving the proposition from the governing body of the county and the governing bodies of at least fifty percent (50%) of the incorporated municipalities within the county; and

WHEREAS, the economic development efforts associated with the proposition shall exclusively include commercial air service, public ground transportation, and emergency medical services (ground ambulance); and.

WHEREAS, if the proposition is approved in the August 18, 2026 Primary Election, the economic development tax shall become effective on January 1, 2027, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

WHEREAS, if the proposition is approved by the qualified electors, the board of county commissioners shall by ordinance impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming state statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF RIVERTON, WYOMING, that an optional three-quarter percent (3/4%) sales and use tax for economic development question be placed on the 2026 Primary Election ballot, which shall be proposed as:

THREE QUARTER PERCENT (3/4%) SALES AND USE TAX FOR ECONOMIC DEVELOPMENT PROPOSITION

“Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030.”

FOR THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

AGAINST THE COUNTY SALES AND USE TAX FOR ECONOMIC DEVELOPMENT

PASSED, APPROVED, AND ADOPTED by the governing body of the Riverton, Wyoming, this ___th day of _____ 2026.

RIVERTON, WYOMING

Tim Hancock,
Mayor

ATTEST:

Mia Harris,
Administrative Services Director

CITY COUNCIL STAFF REPORT

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

FROM: Gary Michaud, Community Development Director 

THROUGH: Kyle Butterfield, Riverton City Administrator

DATE: March 3, 2026

SUBJECT: Memorandum of Agreement: 2026 Fremont County Excise Tax: Emergency Medical Service (ground ambulance), Commercial Air Service and Public Ground Transportation

Background: On February 3rd, 2026, the Fremont County Joint Committee for Key Services presented a framework to the Riverton City Council for an excise tax to fund critical services in Fremont County to be presented to the Fremont County voters in the August 18th, 2026 Primary Election Ballot.

The proposal is for Three Quarter Percent (3/4%) Sales and Use Tax for Economic Development distributed according to the percentages below for each specific service:

Emergency Medical Service (ground transportation): 54%

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Public Ground Transportation: 15%

Wyoming Statute § 39-15-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%).

In order for the proposition to be placed on the ballot, a resolution approving the proposition must be approved from the governing body of the county and the governing bodies of at least fifty percent (50%) of the incorporated municipalities within Fremont County. The incorporated municipalities in Fremont County are: Dubois, Hudson, Lander, Pavillion, Riverton, and Shoshoni. If passed, the tax shall become effective January 1st, 2027.

Due to timeline requirements, all of the resolutions must be approved in the very near future in order for the measure to be placed on the ballot. Resolution No. 1545 for the City of Riverton was placed before the Riverton City Council on March 3rd, 2026.

The total estimated amount of funds collected annually for this purpose would be approximately \$6.5 million.

Additionally, for the funds to be collected and distributed according to the allocations listed above, all parties plan to approve and sign a Memorandum of Agreement.

Alternatives:

- Approve the Memorandum of Agreement
- Table Memorandum of Agreement
- Do not approve Memorandum of Agreement

Budget Impact: There are no immediate budget impacts from approval of the Memorandum of Agreement. However, if the ballot measure is approved or fails, the city budget will be significantly impacted.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNING BODIES OF
FREMONT COUNTY, LANDER CITY, CITY OF
RIVERTON, TOWN OF DUBOIS, TOWN OF HUDSON,
TOWN OF PAVILLION, AND TOWN OF SHOSHONI**

This Memorandum of Agreement (this “MOA”) is made and entered into by and between governing bodies of Fremont County (“County”), Lander City (“Lander”), City of Riverton (“Riverton”), Town of Dubois (“Dubois”), Town of Hudson (“Hudson”), Town of Pavillion (“Pavillion”), and the Town of Shoshoni (“Shoshoni”). The parties may collectively be referred to herein as the “Parties”, and individually, as a “Party”.

RECITALS

WHEREAS, Wyoming Statute § 39-15-204(a)(vi) allows for an excise tax at a rate in increments of one-quarter of one percent (0.25%) not to exceed a rate of one percent (1%) upon retail sales of tangible personal property, admissions, and services made within the county, the purpose of which is for economic development; and

WHEREAS, the proposition to consider an excise tax for the purpose of economic development will be placed on the 2026 Primary Election ballot for consideration of the qualified voters in Fremont County; and

WHEREAS, the economic development efforts associated with the proposition shall exclusively include commercial air service, public ground transportation, and emergency medical services (ground ambulance); and

WHEREAS, the ballot verbiage of the proposition is “Shall the Board of County Commissioners of the County of Fremont, State of Wyoming, be authorized to impose an excise tax of three-quarter percent (3/4%) upon retail sales of tangible personal property, admissions and services made within the county as defined by Wyoming state statutes, the purpose of which is for economic development. The net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation. If passed, the tax shall become effective on January 1, 2027, and as provided by W.S. § 39-5-203 (a)(v)(C) the same proposition shall be submitted at the general election in 2030”; and

WHEREAS, if the proposition to consider an excise tax for the purpose of economic development is approved in the August 18, 2026 Primary Election, the tax shall become effective on January 1, 2027, and as provided by W.S. 39-15-203(a)(v)(C) the same proposition shall be submitted at the general election in 2030; and

WHEREAS, the Board of County Commissioners shall, by ordinance, impose an excise tax upon retail sales of tangible personal property, admissions, and services as defined by Wyoming statutes if the proposition passes.

AGREEMENT

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

1. Parties agree and acknowledge the optional excise tax collected and distributed by the Wyoming Department of Revenue will be distributed to municipalities and county based on population and the funds will be used exclusively for economic development purposes.
2. Parties agree to create a restricted fund and/or line items in their municipal and county budgets for the optional economic development tax proceeds and expenditures. No part of the tax shall be transferred to a Party's general fund for general operations.
3. Parties agree the net proceeds of the tax shall be used for economic development only to support emergency medical services (ground ambulance), commercial air service, and public ground transportation.
4. Parties agree that 54% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Treasurer for emergency medical services.
5. Parties agree that 31% of each Party's proceeds from the optional excise tax received will be distributed monthly to the City of Riverton for commercial air service.
6. Parties agree that 15% of each Party's proceeds from the optional excise tax received will be distributed monthly to the Fremont County Association of Governments (FCAG) for ground transportation.
7. Parties shall not advance funds nor over-obligate expenditures related to emergency medical services (ground ambulance), commercial air service, or public ground transportation prior to receiving funds in their respective restricted fund and/or line items.
8. General Provisions:
 - a. Effective Date. The effective date of this MOA is the date of the signature last affixed to this page and after the three-quarter percent (3/4%) optional sales and use tax for economic development passes on the Primary Ballot on August 18, 2026.
 - b. Term. This MOA shall remain in full force and until the three-quarter percent (3/4%) optional sales and use tax for economic development passes is defeated by the qualified voters of Fremont County in the 2030 general election, or any general election thereafter.
 - c. Amendments. Any changes, modifications, revision or amendments to this MOA which are mutually agreed upon by the Parties to the MOA shall be incorporated

by written instrument, executed and signed by all Parties to this MOA. No provision of this Agreement may be modified or altered solely by an individual Party.

- d. Disputes. In the event of a dispute between the Parties as to the language of this MOA or the construction or meaning of any term hereof, this MOA will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOA. Any controversy or claim arising out of, or relating to this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with W.S. § 1-43-101 et seq. Should mediation fail, the Parties may proceed with any/all legal avenues available under Wyoming or federal law. The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOA and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming.
- e. Governmental Immunity. The Parties do not waive governmental immunity be entering into this MOA, and specifically retain all immunities and defenses available to them as a governmental entity pursuant to W.S. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as waiver of governmental immunity. The parties agree that any ambiguity in this MOA shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- f. 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 MOA shall not be construed so as to create such status. The rights, duties and obligations contained in this MOA shall operate only between the parties to this MOA, and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA. The Parties to this MOA intend and expressly agree that only Parties signatory to this MOA shall have any legal or equitable right to seek to enforce this MOA, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOA, or to bring an action for the breach of this MOA.
- g. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in the MOA.

- h. Severability. Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- i. Audit/Access to Records. The Parties to the MOA shall have access to any books, documents, papers, and records of the projects which are pertinent to the MOA. The Parties to the MOA shall, immediately upon receiving written instruction from the other, provide to any Party or independent auditor, accountant, or accounting firm, all books, documents, papers and records of the project which are pertinent to this MOA.
- j. Time is of the Essence. Time is of the essence in all provisions of this MOA.
- k. Waiver. The waiver of any breach of any term or condition in the MOA shall not be deemed a waiver of any prior or subsequent breach.
- l. Entirety of Agreement. The Parties hereto agree that this agreement represents the entire agreement of the Parties and all prior negotiations, discussions, and agreements have been incorporated herein.
- m. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument, and facsimiles shall be deemed originals.

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9. Signatures. The Parties to this MOA, through the duly authorized representatives of their governing bodies, have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA.

FREMONT COUNTY, WYOMING:

Larry Allen, Chair

Date

ATTEST:

County Clerk

Date

CITY OF RIVERTON, WYOMING:

Tim Hancock, Mayor

Date

ATTEST:

City Clerk

Date

LANDER CITY, WYOMING:

Missy White, Mayor

Date

ATTEST:

City Clerk

Date

TOWN OF DUBOIS, WYOMING:

Pat Neveaux, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF HUDSON, WYOMING:

Sherry Oler, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF PAVILLION, WYOMING:

Matt Pattison, Mayor

Date

ATTEST:

Town Clerk

Date

TOWN OF SHOSHONI, WYOMING:

Joel Highsmith, Mayor

Date

ATTEST:

Town Clerk

Date