



## Regular Council Meeting

Tuesday, July 6, 2021 at 7:00 pm

**At 6:45 P.M. on Tuesday, July 6, 2021, 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: Ward I: Kyle Larson, Dean Peranteaux  
Ward II: Karla Borders, Kristy K. Salisbury  
Ward III: Mike Bailey, Lindsey Cox
- 5) Declaration of quorum.
- 6) Approval of the Agenda.
- 7) Communication from the Floor – Citizen’s Comments.
- 8) Consent Agenda:
  - Approval of the Minutes – June 15, 2021 Regular Council Meeting.
  - Approval of the Minutes – June 29, 2021 Special Council Meeting.
  - Approval of the Minutes – July 6, 2021 Finance Committee Meeting.
  - Approval of the Finance Committee Recommendations – July 6, 2021.
- 9) Public Hearing & Consideration of Firework Permit Application: Riverton Rendezvous Balloon Rally.
- 10) Consideration of Ordinance No. 21-006, 3<sup>rd</sup> & Final Reading: Riverton Municipal Code Chapter 5.04 Alcoholic Beverages Revision.
- 11) Consideration of Ordinance No. 21-008, 3<sup>rd</sup> & Final Reading: Amending Title 17 - Commercial C-1 Zoning District.
- 12) Public Hearing & Consideration of Ordinance No. 21-009, 1<sup>st</sup> Reading: Light Manufacturing, Commercial Zoned Property.
- 13) Public Hearing & Consideration of Ordinance No. 21-014, 1<sup>st</sup> Reading: Form of Government - Strong Mayor.
- 14) Consideration of West Main Water Project Change Order.
- 15) Airport Lease Agreement: 4A Road Forward LLC.
- 16) Airport Rescue Grant Program Application.

Reports and Comments:

- 17) Council Committee Reports and Council Members’ Roundtable.
- 18) City Administrator’s Report.

“Excellence in Service to the Rendezvous City”

- 19) Mayor's Comments.
- 20) Executive Session – if needed.
- 21) Adjourn.

**RIVERTON CITY COUNCIL**  
**Minutes of the**  
**Regular Council Meeting**  
**Held June 15, 2021**  
**7:00 PM**

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

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

City Staff present: City Clerk/Human Resource Director Kristin S. Watson, City Administrator Tony Tolstedt, Public Works Director Kyle Butterfield, Chief of Police Eric Murphy, Community Development Director Eric P. Carr, and Administrative Assistant/Deputy City Clerk Megan Sims.

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

**Communication from the Floor/Response to Citizen's Comments** – Travis Becker & Mike Jones, Fremont County Commissioners, approached the Council requesting the City to contribute to the funding of ambulance contract with Priority d/b/a Frontier Ambulance Service. Mr. Jones stated the County is requesting the City of Riverton to contribute \$100,000. There was no action taken from the Council.

Scott Ratliff invited the City Council to the open house of the Veteran's Path Hall of Honor in Fort Washakie on August 12, 2021.

**Consent Agenda** – City Clerk/Human Resource Director Kristin S. Watson read the consent agenda items by title only: Approval of the Minutes – June 1, 2021 Regular Council Meeting; Approval of the Minutes – June 8, 2021 Special Council Meeting; Approval of the Minutes – June 15, 2021 Finance Committee Meeting; Approval of the Finance Committee Recommendations – June 15, 2021 claims to be paid in the amount of \$861,003.46 and payroll & liabilities for 6/4/2021 in the amount of \$206,144.96 for a total of \$1,067,148.42.; Approval of the Municipal Court Report for the month of May 2021; and Open Container Permit Application: **Sage Weber**, Retirement Party @ Jaycee Park, June 19, 2021, 5:00 pm – 8:00 pm; and **Carolyn Hunter**, Class Reunion @ Sunset Park, August 6-7, 2021, 4:00 pm – 10:00 pm. Council Member Bailey moved, seconded by Council Member Borders to approve the consent agenda as presented. Motion passed unanimously with Council Member Bailey abstaining from the Bailey's Enterprises line item on the claims approval list.

**Public Hearing & Consideration of Firework Permit Application: Riverton Little League** – City Clerk/Human Resource Director Kristin Watson reported of an application received in the City Clerk's office for a firework show to take place on June 23, 2021 at the Ron Saban Little League Complex. Council Member Bailey moved, seconded by Council Member Peranteaux to open the public hearing. Motion passed unanimously. There being no one to approach the Council regarding the firework permit, Council Member Bailey moved, seconded by Council Member Peranteaux to close the public hearing. Motion passed unanimously. Council Member Salisbury moved, seconded by Council Member Borders to approve the firework permit application for the Riverton Little League. Motion passed unanimously.

**Consideration of Ordinance No. 21-007, 3<sup>rd</sup> & Final Reading: Riverton Municipal Code Section 15.08.060 'Electrical Inspector' Revision** – City Clerk/Human Resource Director Kristin Watson read Ordinance No. 21-007

by title only. This ordinance amends Section 15.08.060 to provide the ability of the city to employ or contract services for electrical inspections. Council Member Cox moved, seconded by Council Member Peranteaux to adopt Ordinance No. 21-007 on 3<sup>rd</sup> & final reading. Roll call vote was conducted and the motion passed unanimously.

**Consideration of Ordinance No. 21-006, 2<sup>nd</sup> Reading: Riverton Municipal Code 5.04 Alcoholic Beverages**

**Revision** – City Clerk/Human Resource Director Kristin Watson read Ordinance No. 21-006 by title only. This ordinance updates the Riverton Municipal Code with changes that were made during the 2021 Legislative session, as well as clean-up the order and language of the alcoholic beverages chapter. Council Member Borders moved, seconded by Council Member Cox to adopt Ordinance No. 21-006 on 2<sup>nd</sup> reading. Motion passed unanimously.

**Consideration of Ordinance No. 21-008, 2<sup>nd</sup> Reading: Amending Title 17 – Commercial C-1 Zoning District –**

City Clerk/Human Resource Director Kristin Watson read Ordinance No. 21-008 by title only. This ordinance amends section 17.56.040 to allow a maximum noncommercial use of fifty percent (50%) on the ground floor within Commercial C-1 zoning on the non-street side. Council Member Peranteaux moved, seconded by Council Member Bailey to adopt Ordinance No. 21-008 on second reading. Motion passed unanimously.

**Public Hearing & Consideration of New Restaurant Liquor License: Wyoming Smokehouse, LLC** – City

Clerk/Human Resource Director Kristin S. Watson reported of a new restaurant liquor license application received from Wyoming Smokehouse, LLC. This is restaurant liquor license will be housed at 116 N 6<sup>th</sup> St E. Council Member Borders moved, seconded by Council Member Bailey to open the public hearing. Motion passed unanimously. There being no one to address the Council in regards to the new restaurant liquor license, Council Member Bailey moved, seconded by Council Member Cox to close the public hearing. Motion passed unanimously. Council Member Bailey moved, seconded by Council Member Borders to approve the new restaurant liquor license for Wyoming Smokehouse, LLC, contingent upon the licensee receiving a valid food service permit. Motion passed unanimously.

**Bid Award: North 16<sup>th</sup> Street Project** – Public Works Director Kyle Butterfield reported of an upcoming 1% project

for the improvements on North 16<sup>th</sup> Street East. Two bids were received for this project. The lowest and most responsive bid received is from Dave’s Asphalt Company in the amount of \$167,053.00. Council Member Peranteaux moved, seconded by Council Member Bailey to award the North 16<sup>th</sup> Street improvement project to Dave’s Asphalt Company in the amount of \$167,053.00. Motion passed unanimously.

**Consideration of Grant Agreement: American Rescue Plan Act of 2021 (ARPA)** – City Administrator Tony

Tolstedt presented an agreement with the US Department of the Treasury for Coronavirus State and Local Fiscal Recovery Funds. The grant funding through American Rescue Plan Act of 2021 (ARPA) appropriated monies to States for distribution of “non-entitlement units of local government” (NEUs). ARPA directs the Department of the Treasury to make payments to each State for distribution to NEUs within the State. Council Member Bailey moved, seconded by Council Member Cox to accept the ARPA 2021 grant award terms & conditions agreement and grant assurances. Motion passed unanimously.

**Council Committee Reports & Council Members’ Roundtable** – Council Member Peranteaux reported on the

FCSD #25 recreation board meeting he attended; Council Member Bailey commented on the FORCC meeting; Council Member Borders also reported on the FCSD #25 recreation board meeting; and Council Member Salisbury reported on the Riverton Chamber of Commerce meeting she attended.

**City Administrator’s Report** – City Administrator Tony Tolstedt commented on upcoming meetings: FCAG, EDGE

Committee Meeting, Special Council Meeting and the WAM Conference. Mr. Tolstedt also reported on Council Member Peranteaux signing the financial disclosure statement.

**Mayor’s Comments** – Mayor Gard commented on the funding recommendations of the EDGE Committee and the

upcoming meeting; reported on a meeting with Representatives Salazar and Oakley; commented on the approved

budget; reported on the luncheon he attended regarding economic growth with Governor Gordon at CWC; and commented on the enplanements at the airport.

**Adjourn** – There being no further business to come before the Council, Mayor Gard adjourned the Regular Council meeting at 8:22 p.m. There was no objection from the Council.

CITY OF RIVERTON, WYOMING

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Richard P. Gard  
Mayor

ATTEST:

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Kristin S. Watson  
City Clerk/Human Resource Director

Publication Date:

**RIVERTON CITY COUNCIL**  
**Minutes of the**  
**Special Council Meeting**  
**Held June 29, 2021**  
**5:30 PM**

The regular meeting of the Riverton City Council was held on the above date and time, duly convened by Mayor Richard P. Gard at 5:30 p.m. City Council Members present were Dean Peranteaux, Lindsey Cox, Mike Bailey, Kyle Larson and Kristy Salisbury. Council Member Salisbury led the pledge of allegiance; and Mayor Gard conducted the invocation.

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

City Staff present: City Clerk/Human Resource Director Kristin S. Watson, City Administrator Tony Tolstedt, Public Works Director Kyle Butterfield, Chief of Police Eric Murphy, and Finance Director Mia Harris.

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

**Consideration of Resolution No. 1438: Adoption of Fiscal Year 20-21 Budget Amendment** – Finance Director Mia Harris presented Resolution No. 1438 for the Fiscal Year 2020-2021 budget amendment. City Clerk/Human Resource Director Kristin Watson read Resolution No. 1438 by title only. Council Member Bailey moved, seconded by Council Member Cox to approve Resolution No. 1438. Motion passed unanimously.

**Consideration of Resolution No. 1439: Junior Football Field Name Dedication** – City Administrator Tony Tolstedt presented Resolution No. 1439 which renames the Riverton Junior Football League (RJFL) Field to the Brett Watson Field. City Clerk/Human Resource Director Kristin S. Watson read Resolution No. 1439 by title only. Council Member Cox moved, seconded by Council Member Bailey to approve Resolution No. 1439. Motion passed unanimously.

**Consideration of Resolution No. 1440: Prohibition of Fireworks** – City Administrator Tony Tolstedt presented Resolution No. 1440 that addresses suspending the use of fireworks for the 4<sup>th</sup> of July holiday in 2021. On June 22, 2021, the Fremont County Commissioners enacted a fire ban. As a result of that fire ban, this resolution would give the City Council the opportunity to suspend the use of fireworks within the corporate boundaries of the City of Riverton on the July 4<sup>th</sup> Holiday. Even with a County fire ban enacted, the Governing Body has final authority over any restrictions or variances within its corporate boundaries. City Clerk/Human Resource Director Kristin S. Watson read Resolution No. 1440 by title only. Resolution No. 1440 failed due to lack of a motion; therefore, use of fireworks within the City of Riverton is permissible pursuant to the provisions of RMC Chapter 8.04.

**Consideration of Hill Street Change Order** – Public Works Director Kyle Butterfield reported on a change order request for the Hill Street Improvement Project. Mr. Butterfield stated this change order (Change Order No. 2) addresses the alignment of the new sewer main which is in jeopardy as threading each of the existing utilities became impossible as well as the replacement of the northern portion of the city's water distribution line on Hill Street. Council Member Larson moved, seconded by Council Member Bailey approve the Hill Street Improvement Project Change Order No. 2 in the amount of \$193,165.40. Motion passed unanimously.

**Consideration of West Main Water Project Change Order** – Public Works Director Kyle Butterfield reported on a change order for the West Main Street Waterline Replacement Project. During construction, it was discovered the water main was leaking significant amounts of water just east of the project limits. Due to unknown variables at this

time, Mr. Butterfield requested additional time to ensure the accuracy of the change order information. This item will be brought before the Council at a future meeting. There was no action taken from the Council.

**Adjourn** – There being no further business to come before the Council, Mayor Gard adjourned the Special Council meeting at 6:18 p.m. There was no objection from the Council.

CITY OF RIVERTON, WYOMING

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Richard P. Gard  
Mayor

ATTEST:

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Kristin S. Watson  
City Clerk/Human Resource Director

Publication Date:



**RIVERTON**  
WYOMING  
**CITY OF RIVERTON**  
**EVENT APPLICATION**  
&  
**USE OF PUBLIC SPACE**

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

EVENT INFORMATION	
NAME OF APPLICANT/RESPONSIBLE PARTY:	ADDRESS, CITY, STATE, ZIP:
ORGANIZATION (IF APPLICABLE):	
CONTACT PHONE NUMBER:	CONTACT EMAIL ADDRESS:
NAME & PURPOSE OF EVENT:	
LOCATION OF EVENT:	
DATE(S) OF EVENT:	
TIME OF EVENT:	
FROM	AM/PM
TO	AM/PM
<b>WILL THE EVENT OCCUPY A PUBLIC AREA?</b> (park, street, etc.) <input type="checkbox"/> YES <input type="checkbox"/> NO    IF YES, PLEASE COMPLETE SECTION 1.	<b>WILL THE EVENT HAVE A LOUDSPEAKER?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    IF YES, PLEASE COMPLETE SECTION 3.
<b>WILL THE EVENT HAVE ALCOHOL PRESENT?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    IF YES, PLEASE COMPLETE SECTION 2.	<b>WILL THE EVENT HAVE FIREWORKS?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    IF YES, PLEASE COMPLETE SECTION 4.

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

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

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



**SECTION 3: LOUDSPEAKER PERMIT**

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

**LOUDSPEAKER PERMIT:**

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

Permit only issued for times between 8:00 AM and 12:00 AM.  
Permit not to exceed four (4) months.

*Megan Simm*  
Signature of Applicant

**FOR OFFICE USE ONLY**

DATE PAID: \_\_\_\_\_ DATES APPROVED: \_\_\_\_\_ TIMES APPROVED: \_\_\_\_\_

APPROVED / DENIED ON: \_\_\_\_\_ Chief of Police Signature

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

SECTION 3: LOUDSPEAKER

**SECTION 4: FIREWORKS PERMIT**

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

**FIREWORKS PERMIT:**

PERSON IN CHARGE OF FIREWORKS DISPLAY OR PYROTECHNIC OPERATIONS:

LIST TYPES AND CLASS OF FIREWORKS TO BE DISPLAYED:

EVENT DESCRIPTION (Attach site map):

FIREWORKS DISPLAY MUST FOLLOW PROVISIONS OF THE CURRENT INTERNATIONAL FIRE CODE (IFC) CHAPTER 56, SECTIONS 5608.1-5608.10 AND CHAPTER 4, SECTION 403; AND NFPA 1123 OR NFPA 1126.  
APPLICANT IS REQUIRED TO ADVERTISE IN LOCAL NEWSPAPER OR MEDIA OUTLETS TO INFORM THE PUBLIC OF THE EVENT(S).

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

*Megan Simm*  
Signature of Applicant

**\*REQUIRES COUNCIL APPROVAL**

**FOR OFFICE USE ONLY**

DATE PAID: \_\_\_\_\_ PUBLIC HEARING DATE: \_\_\_\_\_

APPROVED / DENIED BY COUNCIL ACTION ON: \_\_\_\_\_ City Clerk Signature

OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:

SECTION 4: FIREWORKS

3D

Jaycee Park



# CITY COUNCIL ACTION MEMO

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

**FROM:** Kristin Watson, City Clerk/Human Resource Director

**THROUGH:** Tony Tolstedt, City Administrator

**DATE:** July 2, 2021

**SUBJECT:** Ordinance No. 21-006: RMC Chapter 5.04 Alcoholic Beverages

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**Recommendation:** That Council adopt proposed Ordinance No. 21-006 – RMC Chapter 5.04 Revision on *third* reading.

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**Background:** Ordinance No. 21-006 proposes revisions to RMC Chapter 5.04 to reflect the liquor code changes that were made during the 2021 Legislative session, as well as clean-up the order and language of the alcoholic beverages chapter. Pursuant to the ongoing legislative actions, the legislature is passing down more and more local responsibility and control.

**Discussion:** During the 2021 legislative session, House Bill 0013 was passed. There are several sections of the bill that will affect the City’s liquor code as detailed below.

**HB0013 Section 1:**

This section separated winery permits and microbrewery permits. Previously in Statute, the code was combined; however, the liquor division requested separation of the two permits, as they are two very separate items. This will affect RMC 5.04.110 & 5.04.120, as proposed. This section also provided a provision for the delivery of alcoholic liquors and malt beverages. This will affect RMC 5.04.120, as proposed.

**HB0013 Section 2:**

This section further defined a licensee by listing every type of license or permit available. It also adds the Special Malt Beverage Permit for public auditoriums, civic centers or events centers, (i.e. fairgrounds, racetrack, community center, etc.) and allows for the licensing authority to determine the licensing fee. This will affect RMC 5.04.110, 5.04.120, and 5.04.130, as proposed. ACTION NEEDED: establish fee for Special Malt Beverage Permit.

This section also updated the definition of a restaurant, which removed the full-service kitchen requirement, which essentially grants the licensing authority the ability to license any type of restaurant. It also removes the dispensing rooms and defines it as an area(s) approved by the licensing authority. This will affect RMC 5.04.010 and 5.04.120, as proposed.

This section also removes the requirement to post notice of application on the premises. This was a Statute that was not included in City code and was not adhered to by licensing authorities throughout the State, so the requirement has been removed.

Furthermore, this section allows for retail liquor license holders to ship 12 cases of wine to any one household per year. This will affect RMC 5.04.120, as proposed.

### HB0013 Section 3:

This section repealed several sections of Statute to include:

- Removing the zoning section on the licensing application.
- Removing the proof of purchase requirement for retail license holders, as the definition of operational negates the need to prove purchases.
- Allowing more than one license in the same applicant name.
- Allowing for a restaurant liquor license to be transferred.
- Removing the definition of room for restaurants; now just defined as dispensing area(s).

In order to account for the legislative changes, as well as provide a more logical order to the Alcoholic Beverages chapter, staff is proposing to repeal Chapter 5.04 and replace with the attached Ordinance No. 21-006. A summary of the changes are below.

- 5.04.010 Definitions
  - Added definition of “Brewery”, “Building”, “Club”, “Licensee”, “Licensing Authority”, “Original Package”, “Resident”, “Restaurant”, “Sell or Sale”, “Wholesaler”, and “Winery”
  - Removed definition of “Room”
- 5.04.030 Sale, etc., to or by persons under the age of twenty-one or intoxicated individual.
  - This section now combines 5.04.030 “Sale, etc., to or by persons under the age of twenty-one years.” & 5.04.040 “Sale, etc., to habitual drunkard.”
- 5.04.050 Possession or consumption of alcohol in public places or on private property.
  - This section now combines 5.04.060 “Possession or consumption of alcohol in public places.” & 5.04.090 “Consumption or display on private property.”
  - Previous section 5.04.080 “Consumption or display in public places.” was the only section that was completely repealed from the Alcoholic Beverages Chapter, as RMC 10.08.010 “Uniform Act Regulating Traffic & Highways” & W.S. 31-5-235 “Consumption and possession of alcoholic beverages in opened containers...” are the laws that the police department would use to cite a violator. The Alcoholic Beverage Chapter is intended to provide guidance for liquor licenses and licensees, not regulate traffic offenses.
- 5.04.100 Liquor License or Permit Required, Term, Transfer – Exception.
  - This section now combines 5.04.130 “Required – Exception.”, 5.04.190 “Contents.”, 5.04.200 “Display.”, & 5.04.210 “Term – Transfer, etc.”

- 5.04.110 Issuance of liquor licenses and permits by category.
  - This section was previously under 5.04.230 and now lists all licensing and permitting categories that the licensing authority is authorized to license. This section now includes the new legislatively established Special Malt Beverage Permit.
- 5.04.120 Liquor license requirements – restrictions by category.
  - This section was previously under 5.04.230 and only included six of the twelve license and permit types.
  - Drive-in areas which were previously under 5.04.110 & 5.04.120 are now included under Retail License.
  - Bar & Grill Licenses which were previously a separate section 5.04.320 are now included.
  - Microbrewery Permits which were previously under several sections 5.04.240 – 310 were removed and mirrored Statute.
  - Malt Beverage Permits were previously a separate section 5.04.100.
  - Open Container Permits were previously a separate section 5.04.070.
  - This section now includes Delivery of Alcohol pursuant to newly established Statute 12-5-601.
- 5.04.130 Fees.
  - This section was previously 5.04.160 and did not define the fees. This section now includes the previously established fees and has two permits that need fees established. This section also includes the general advertising fee of \$75 in addition to the licensing fee. ACTION NEEDED: Establish fees for Winery Permit and Special Malt Beverage Permit.
- 5.04.140 Liquor License Applications generally.
  - Cleaned up this section to mirror Statute and remove the requirement of the applicant providing their social security number and date of birth.
- 5.04.170 Restriction on Issuance.
  - This section was previously 5.04.180. The only verbiage changes were to remove the minimum purchase requirements, and to remove the provision that an applicant could only hold one license.

*Ordinance No. 21-006 was passed on first reading at the June 1, 2021 Regular Council Meeting.*

**Alternatives:** Council may direct staff to modify the proposed ordinances. The Legislative updates reflected in Ordinance No. 21-006 will take effect at the State level on July 1, 2021.

**Budget Impact:** Outside of the publishing costs, there is not a budget impact as a result of adopting this ordinance.

**Council Goals:** This ordinance does not pertain to any specific council goal; however, it supports the ongoing development of Riverton Municipal Code.

PROPOSED ORDINANCE NO. 21-006

AN ORDINANCE AMENDING TITLE 5 “BUSINESS LICENSES AND REGULATIONS”, REPEALING AND REPLACING CHAPTER 5.04 “ALCOHOLIC BEVERAGES”, OF THE RIVERTON MUNICIPAL CODE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

**Section 1.** 5.04 “Alcoholic beverages.” is hereby replaced to read as follows:

**Chapter 5.04 ALCOHOLIC BEVERAGES**

**5.04.010 Definitions.**

For the purposes of this chapter the words and terms defined in this section have the meaning ascribed to them, unless the context otherwise requires:

“Alcoholic liquor” means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes which contains at least one-half of one percent of alcohol by volume.

“Barrel” is a unit of liquid measure equal to thirty-one (31) U.S. gallons.

“Brewery” means a commercial enterprise at a single location producing more than fifty thousand (50,000) barrels per year of malt beverage.

“Building” means a roofed and walled structure built or set in place for permanent use.

“Club” means any of the following organizations:

- a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
- b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subparagraph, an American fraternal organization means an organization actively operating in not less than thirty-six (36) states or having been in active continuous existence for not less than twenty (20) years, but does not mean a college fraternity;
- c. A hall or building association of a local unit specified in subparagraphs (A) and (B) of this paragraph, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
- d. A golf club having more than fifty (50) bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
- e. A social club with more than one hundred (100) bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one (1) year. The club shall have had during this one (1) year period a bona fide membership paying dues of at least twenty-five dollars (\$25.00) per year as recorded by the secretary of the club, quarterly meetings and an actively engaged membership carrying out the objects of the

club. A social club shall, upon applying for a license, file with the licensing authority and the division, a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to W.S. 12-4-301, shall be in good standing by having paid at least one (1) full year in dues;

- f. Club does not mean college fraternities or labor unions;
- g. A political subdivision of this state owning, maintaining or operating a bona fide golf course together with a clubhouse.

“Intoxicating liquor,” “alcoholic liquor,” “alcoholic beverage” and “spirituous liquor” are synonymous in meaning and definition.

“Licensee” means a person holding a: retail liquor license; limited retail liquor license; resort liquor license; twenty-four (24) hour malt beverage permit; restaurant liquor license; catering permit; bar and grill liquor license; malt beverage wholesale license; limited transportation liquor license; manufacturer’s license; manufacturer’s satellite permit; winery permit; winery satellite permit; out-of-state shipper’s license; microbrewery permit; or special malt beverage permit issued under W.S. 12-4-504.

“Licensing authority” means the governing body of the City of Riverton, Wyoming, with the responsibility to issue, control, and administer a particular license; or staff designee.

“Malt beverage” means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute thereof, containing at least one-half of one percent of alcohol by volume.

“Microbrewery” means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifty thousand (50,000) barrels per year and not less than fifty (50) barrels per year.

“Operational” means offering alcoholic liquor and/or malt beverages for sale on an ongoing weekly basis to the general public under a license.

“Original package” means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.

“Person” means and includes an individual person, partnership, corporation, joint venture, proprietorship, limited liability company and any other entity or organization which is recognized as a person by the law.

“Resident” means a domiciled resident and citizen of Wyoming for a period of not less than one (1) year who has not claimed residency elsewhere for any purpose within a one (1) year period immediately preceding the date of application for any license or permit authorized under this chapter.

“Restaurant” means space in a building maintained, advertised, and held out to the public as a place where individually priced meals are prepared and served primarily for on-premise consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages.

“Sell” or “sale” includes offering for sale, trafficking in, bartering, delivering or dispensing, and pouring for value, exchanging for goods, services, or patronage, or an exchange in any way

other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than my gift constitutes a sale.

“Wholesaler” means any person except the Wyoming Liquor Division, who sells any alcoholic or malt beverage to a retailer for resale.

“Winery” means a commercial enterprise manufacturing wine in a single location in Wyoming.

#### **5.04.020 Sales establishments generally.**

A. Location. The place in which alcoholic liquors and malt beverages are sold under a liquor license or permit shall be located in the licensed building, at such location upon the premises for which the liquor license or permit is issued as shall be approved by the licensing authority. Alcoholic beverages secured in the licensed building or dispensing area(s) may be served only in the licensed building and in an immediately adjacent fenced or enclosed area as approved by the licensing authority. This adjacent area shall not be in another building.

B. Limitation on Items Sold. Only alcoholic liquors and malt beverages, nonalcoholic beverages, food and tobacco may be sold and served in the licensed building.

C. Gambling. No gambling shall be permitted in a licensed building or dispensing area(s).

D. Inspection. The governing body which issued the license shall as often as may be deemed necessary inspect the licensed building, dispensing area(s) or adjoining area(s) where alcoholic beverages are served to determine whether or not the requirements of this chapter, as amended, and requirements as to sanitation and fire hazards are being complied with.

E. Separation of Facility for On- and Off-Premises Consumption. The retail licensee shall maintain a separate area for the sale of alcoholic liquors and malt beverages for off-premises consumption from the area used to serve customers for on-premises consumption. In such case:

1. The facility for making sales for off-premises consumption shall be located adjoining the facility for making sales for on-premises consumption and shall be designed to comply with the provisions of Section 5.04.120;

2. Except as otherwise restricted in Section 5.04.120, the facilities may be separated by a glass or other suitable partition if they are connected by a doorway to permit persons to pass freely between the two facilities; and

3. No additional fee as described in subsection A of this section shall be assessed against a licensee who separates the licensed building in this manner.

F. Except as provided in this section, no licensee or agent, employee or server thereof shall knowingly permit any person under the age of twenty-one (21) years to enter or remain in the licensed building where alcoholic or malt beverages are dispensed in an establishment that provides adult entertainment and/or is primarily for on-premises consumption where the primary source of revenue from the operation is from the sale of alcoholic or malt beverages unless:

1. The establishment is operating a restaurant with a commercial kitchen where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages;

2. The establishment operates a commercial kitchen, persons under the age of twenty-one (21) years may enter or remain in the licensed building until the hour of ten p.m.;

3. Limited retail licenses (clubs) are exempt from the age restrictions listed above;



a. Limited retail license holders may dispense alcoholic or malt beverages from locations outside of their licensed building as approved by the governing body.

4. Establishments that operate primarily for off-premises sales shall maintain a separate area for the sale of alcoholic or malt beverages.

**5.04.030 Sale, etc., to or by persons under the age of twenty-one years or intoxicated individual.**

A. It is unlawful for any person under the age of twenty-one (21) years to purchase, sell, possess or solicit the purchase or sale of intoxicating or malt liquors in the city.

B. It is unlawful for any person to sell, give or deliver intoxicating or malt liquors to any person under the age of twenty-one (21) years.

C. It is unlawful for any person under the age of twenty-one (21) years to enter or remain in an establishment that is primarily for off-premises sales of alcoholic liquor and/or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) years of age or older.

D. It is unlawful for any person regardless of age to sell, give or otherwise deliver any alcoholic or malt beverage to any intoxicated individual.

E. Any person who violates this section shall be deemed guilty of a misdemeanor, punishable by a fine of up to seven hundred fifty dollars (\$750.00), up to six months in jail, or both.

**5.04.040 Hours of sale.**

Except as otherwise restricted by Section 5.04.120, all persons licensed under this chapter shall close the licensed building and cease the sale of both alcoholic liquors and malt beverages promptly at the hour of two a.m. each day, and shall clear the licensed building of all persons other than employees by two-thirty a.m., and shall keep the same closed until six a.m. each day; except, that on Sundays not occurring on December 31, such places may only open the licensed building between the hours of twelve noon and ten p.m., and shall clear the licensed building of all persons other than employees by ten-thirty p.m. Holders of restaurant liquor licenses shall operate the dispensing area(s) with the foregoing hours of operation, and additionally shall cease all sales of alcoholic liquors and malt beverages at the time food sales and services cease. Clubs holding special club licenses are exempt from all provisions concerning hours of operation.

**5.04.050 Possession or consumption of alcohol in public places or on private property.**

A. It is unlawful for any person to consume any alcoholic liquor or malt beverage or to possess an open container of any alcoholic liquor or malt beverage in or upon any property owned by the city, within the city's jurisdiction, or its public streets, alleys, schools and parks without a duly issued permit.

B. It is unlawful for any person to drink, consume or exhibit alcoholic liquors or malt beverages in or upon any property owned by any person other than the city, whether such person is in a private vehicle or not, unless such drinking or exhibition is with the express permission of the owner of the property.

C. "Open container" is any container of alcoholic liquor or malt beverage that is not:

1. In the original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed. Notwithstanding this section, a resealed bottle of wine may be transported as provided in Wyoming Statutes Section 12-4-410(e);

2. In the trunk or any other outside compartment of the vehicle that is not readily accessible to any person in the vehicle while the vehicle is in motion;

3. In the unoccupied back of a pickup truck out of reach of the driver even though access is available through a window;

4. In an unoccupied rear compartment of a vehicle not equipped with a trunk or other outside compartment and the rear compartment is not readily accessible to the driver and not normally occupied by passengers while the vehicle is in motion; or

5. Secured in a cabinet or compartment of a recreational vehicle, and the cabinet or compartment is not readily accessible to the driver while the recreational vehicle is in motion. The alcoholic beverage shall remain secured and shall not be accessed by the driver or any passenger at any time the vehicle is in motion.

D. Violation of this section is a misdemeanor punishable by a fine of not more than seven hundred fifty dollars (\$750.00), or by imprisonment for not more than six months, or both.

#### **5.04.100 Liquor license or permit required, term, transfer—exception.**

A. It is unlawful for any person to sell, offer for sale, traffic in, barter, deliver for value, exchange for goods, services or patronage, or exchange in any way other than purely gratuitously, any alcoholic or malt beverage in the city without first obtaining a retail liquor license, limited retail (club) license, restaurant license, resort license, bar & grill license, special malt beverage permit, microbrewery permit, winery permit, satellite winery permit, satellite manufacturer's permit, 24 hour catering permit, 24 hour malt beverage permit, or manufacturer's off-premise permit from the licensing authority; provided, however, that this section shall not apply to wholesale sales of malt beverages by persons holding a license therefor issued by the state liquor division.

B. Each liquor license issued by the licensing authority under this article shall be signed by the mayor and attested by the clerk. The following shall be shown in each license: (1) the name of the licensee; (2) a description of the place in which alcoholic or malt beverages may be sold; (3) the date of issuance; (4) the amount of the fee; and (5) that the fee has been paid.

C. Each person holding a license or permit under this article shall display the license or permit in a conspicuous place at the licensed premises.

D. A liquor license issued under this article shall be a personal privilege, good for one year, unless sooner revoked; provided, that the executor or administrator of the estate of any deceased licensee, when such estate consists in whole or in part of the business of selling alcoholic or malt beverages under a license, may exercise the privilege of the deceased licensee under such license until the expiration of the same; and provided further, that in the event of a major loss or damage to the licensed premises by an unforeseen natural cause, the license may be renewed on different premises on the same basis as an original application, except for the payment of the license fee, which renewed license shall expire as of even date as the original license; and provided further, that the owner of such license, or the executor or administrator of the estate of any deceased licensee, by an actual bona fide sale made in good faith, may assign and transfer such license and the assignee or transferee thereof, subject to the condition and approval hereinafter stated, may

exercise the privilege of continuing the business authorized by such license, without the payment of any additional license fee, until the expiration, however, that such assignee or transferee shall first make and file a sworn application showing the qualifications of such person or assignee or transferee to take and hold a retail liquor license, and all subject to the approval of the licensing authority.

E. Except as herein provided, no license shall be transferred or sold, nor shall it be used for any place not described in the license at the time of issuance, nor shall it be subject to attachment, garnishment or execution. No refund of all or any part of any license fee shall be made at any time following the issuance thereof.

#### **5.04.110 Issuance of liquor licenses and permits by category.**

A. Liquor licenses and permits issued by the licensing authority shall be categorized as follows:

1. Retail liquor license;
2. Limited retail (club) license;
3. Resort license;
4. Restaurant license;
5. Bar & grill license;
6. Manufacturer's off-premises permit;
7. Microbrewery permit;
8. Winery permit;
9. One-day malt beverage permit;
10. One-day open container permit;
11. One-day Catering permit;
12. Special Malt Beverage Permit.

#### **5.04.120 Liquor license requirements – restrictions by category, delivery.**

A. Each applicant for a license must comply with the following restrictions and requirements for the issuance of a license within their respective category:

1. Retail License. Licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption on premise, off premise, or both but not for resale without the express approval from the liquor division.

a. Drive-in Area – Requirements. A drive-in area adjacent to or contiguous to the licensed building may be used by the holder of a retail liquor license from six a.m. each day and shall cease all sales transactions and close the conduct of all business in the drive-in area promptly at the hour of twelve a.m. each day, and shall keep the same closed until six a.m. each day; except, that on Sundays such places may only open the drive-in area between the hours of twelve noon and ten p.m. The licensing authority which issued the retail liquor license shall determine whether traffic conditions; or physical circumstances, hindering law enforcement should require a decision forbidding or restricting sales and delivery in any drive-in area. Upon approval of the governing body which issued the retail license, a drive-in area adjacent to or contiguous to the

licensed building may be used by the holder of a retail liquor license for taking orders, making delivery of and receiving payment for alcoholic liquor or malt beverages, or other goods as allowed under the following conditions:

- i. The holder of the retail liquor license shall own the area or hold a written lease for the period for which the license was issued;
- ii. No part of the area used for orders, delivery and making payment shall be more than forty (40) feet distant from the licensed building;
- iii. The area shall be well-lighted and subject to inspection by the governing body which issued the license at any and all times;
- iv. No walls or screens may be positioned or situated so as to interfere with observing and checking the part of the area used for orders, delivery and payment;
- v. No order shall be accepted from nor delivery made to a person under twenty-one (21) years of age or a person who is visibly intoxicated to any extent, in the area;
- vi. No part of a publicly owned sidewalk, highway, street or alley may be used for taking orders, delivery and payment; and
- vii. Alcoholic liquor or malt beverages shall be sold and delivered in the drive-in area only in the original, unopened package, and consumption of alcoholic liquor or malt beverages in the drive-in area shall not be permitted.

b. Shipping of manufactured wine. A retail liquor licensee may ship not more than a total of twelve cases of manufactured wine directly to any one (1) household in any twelve (12) month period provided the licensee:

- i. Ships the manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;
- ii. Ensures that all shipping containers of manufactured wine shipped pursuant to this subsection are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULT (OVER 21) SIGNATURE REQUIRED FOR DELIVER"; and
- iii. Ensures that all of its shipments within the state are made by a licensed carrier and further ensure that the carriers comply with the requirement to obtain an adult signature.

2. Limited Retail (Club) License. The applicant must be a bona fide club as defined by Wyoming Statutes, Section 12-1-101(a)(iii). At least fifty-one (51) percent of the membership of a social club as defined by Wyoming Statutes, Section 12-1-101(a)(iii)(E), shall sign a petition, prescribed by the Wyoming State Liquor Division, indicating a desire to secure a special club license. A club holding a special club license shall not sell alcoholic or malt beverages for consumption anywhere except within the licensed premises and for consumption by its members and their accompanied guests only. It shall be the duty and obligation of the club to check and regulate sales to members and their accompanied guests to ensure that all alcoholic or malt beverages sold are consumed within the building, space or premises.

3. Resort License. Applicants must be owners or lessees of a resort complex which has an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars (\$1,000,000.00), excluding the value of the land. The complex must include a restaurant and convention facility which facility seats not less than one hundred (100) persons and include motel or hotel accommodations with a minimum of one hundred (100) sleeping rooms. No resort license may be transferred to another location but license ownership may be transferred to a purchaser or lessee of the licensed premises with the approval of the

licensing authority. Resort license shall not sell alcoholic or malt beverages for consumption off the premises.

4. Restaurant License. Applicants must submit a valid food service permit upon application. The applicant must satisfy the licensing authority that the primary source of revenue from the operation of the restaurant will be derived from food services. The applicant, for renewal, must present a profit and loss statement audited by a recognized public accountant, separated into two categories: (1) food service sales; and (2) alcoholic and malt beverage sales, showing a breakdown of gross sales indicating that not less than sixty (60) percent of gross sales from the preceding twelve (12) months of operation was derived from food services. Restaurant licensees shall not sell alcoholic or malt beverages for consumption off the premises. Alcoholic and malt beverages shall be dispensed and prepared for consumption in the licensed building areas approved by the licensing authority. No consumption of alcoholic or malt beverages shall be permitted in the dispensing areas, nor shall any person, other than employees over eighteen (18) years of age, be permitted to enter the dispensing areas. All sales of alcoholic and malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease. No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge. A restaurant liquor licensee may permit a patron to remove one (1) unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee. Wine which is resealed shall not be deemed an open container.

5. Bar & Grill License. Subject to availability, restaurants, as defined by W.S. 12-1-101(a)(xiv), may be licensed by the licensing authority under a bar and grill liquor license. In addition to the application requirements required by this chapter, the license applicant shall submit a valid food service permit issued by the state of Wyoming upon application. An applicant for a bar and grill liquor license shall satisfy the licensing authority that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic liquor or malt beverages. When renewing a bar and grill liquor license, the licensing authority shall condition renewal upon a requirement that not less than sixty (60) percent of gross sales from the preceding twelve (12) months' operation of a licensed restaurant be derived from food services. Upon application for license renewal, a license holder shall submit an annual report to the licensing authority on the sales of the licensed restaurant. The report shall contain the annual gross sales figures of the restaurant and shall separate the gross sales figures into two categories: food service sales; and alcoholic liquor and malt beverage sales. The annual report shall be submitted upon a form approved by the licensing authority. All sales of alcoholic or malt beverages authorized by a bar and grill liquor license shall cease at the time food sales and services cease. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee. Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder. Bar and grill liquor licenses shall automatically terminate and revert back to the city if the holder of the license ceases to do business.

6. Manufacture's Off-Premises Permit. Applicants for a manufacturer's off-premises permit shall complete and submit an application no less than forty-eight (48) hours prior to the event. Applications will be reviewed by the chief of police or designee and the city clerk or designee. The permit will be issued by the city clerk or designee without public notice or hearing, to any person holding a manufacturer's license. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only

for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. A manufacturer's off-premises permit shall be issued for one twenty-four (24) hour period. No holder of a manufacturer's license shall receive more than twelve (12) manufacturer's off-premises permits in any one calendar year. The cost of such permits shall be fifty dollars (\$50.00) per twenty-four (24) hour period within city limits and twenty-five dollars (\$25.00) for such permits outside city limits, or such amount as the council may set from time to time by resolution.

7. Microbrewery Permit. The licensing authority may issue a microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premise consumption. The licensing authority will follow the provisions of W.S. 12-4-415.

8. Winery Permit. The licensing authority may issue a winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premise and limited off-premise personal consumption. The licensing authority will follow the provisions of W.S. 12-4-414.

9. One-day Malt Beverage Permit. Applicants for a malt beverage permit shall complete and submit an application, no less than forty-eight (48) hours prior to the event. Applications will be reviewed by the chief of police or designee and the city clerk or designee. The permit will be issued by the city clerk or designee without public notice or hearing, to any responsible person, organization, or microbrewery for the onsite sale and consumption of malt liquors only at a picnic, bazaar, fair, rodeo, or similar public gathering. No person or organization holding such permit shall sell any alcoholic liquor except malt liquors, and no microbrewery holding such permit shall sell any other malt liquors other than their own manufactured product on the premises described on the permit. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of malt liquors for more than twelve (12) days by any one person or organization in any one calendar year with the exception of a picnic, bazaar, fair, rodeo, or similar public gathering. The licensing authority may attach rules and regulations and other stipulations they deem appropriate to this permit. The cost of such permit shall be fifty dollars (\$50.00) for any responsible individual, organization, or microbrewery or such amount as the council may set from time to time by resolution.

10. One-day Open Container Permit. A twenty-four (24) hour open container permit may be granted or denied at the sole discretion of the licensing authority without public notice or hearing. The licensing authority may attach rules and regulations, hours, and such other stipulations as they deem appropriate to such permit. The permit shall be issued only for the day or days named therein and it shall not authorize open containers for more than twelve (12) days by any one person or organization in any one calendar year. The cost of such permit shall be twenty-five dollars (\$25.00) or such amount as the council may set from time to time by resolution. Nothing in this section shall be construed to substitute the permit granted herein for retail licenses for resale, permits for resale or similar provisions of this code.

11. One-day Catering Permit. Applicants for a catering permit shall complete and submit an application, no less than forty-eight (48) hours prior to the event. Applications will be reviewed by the chief of police or designee and the city clerk or designee. The permit will be issued by the city clerk or designee without public notice or hearing, to any person holding a retail liquor license. A catering permit shall entitle the holder to sell alcoholic or malt beverages off premises

at meetings, conventions, private parties and dinners or similar gatherings not capable of being held within the licensed premises. The permit holder shall abide by all rules and regulations associated with his/her retail liquor license and shall not be permitted to sell or permit consumption of alcoholic or malt beverages off the premises described in the permit. The permit shall be for twenty-four (24) hours and the hours of sale must conform to Section 5.04.050. No retail liquor license holder shall receive more than a total of twenty-four (24) catering permits for sales at the same premises within the normal term of the retail liquor license, April 1st through March 31st of each year. The cost of such permit shall be fifty dollars (\$50.00) for such permits within city limits, and twenty-five dollars (\$25.00) for such permits outside city limits, or such amount as the council may set from time to time by resolution.

12. Special Malt Beverage Permit. The licensing authority may issue a special malt beverage permit to any responsible person or organization for sales of malt beverages at public auditoriums, civic centers, or events centers. The licensing authority shall specify the duration of the permit and where malt beverages may be sold and consumed under the permit. The licensing authority may provide additional rules and regulations dependent upon the event.

B. Delivery of alcoholic liquors and malt beverages. Retail liquor licensees, microbrewery permit holders, winery permit holders, winery satellite permit holders, and manufacturer licensees with a satellite location may deliver or contract to have delivered alcoholic liquors and malt beverages to customers provided:

1. All sales of alcoholic liquors and malt beverages shall take place in the licensed building. Orders of alcoholic liquors and malt beverages may be placed by phone, online, or through a mobile application. All deliveries shall be completed during the licensee's remaining operating hours on the same day the alcoholic liquors or malt beverages are removed from the inventory of the licenses premise.

2. No order shall be received nor shall any delivery be made to or by a person under the age of twenty-one (21) years. All deliveries shall require the purchaser to provide to the deliverer a valid government issued identification demonstrating the purchaser is twenty-one (21) years of age or older.

3. All package sales and deliveries of alcoholic liquors and malt beverages for off-premises consumption shall be sealed. For purposes of this paragraph, "sealed" means a product enclosed in its original package and unopened; in a plastic bag and heat sealed closed; or in a container that has a breakable seal incorporated in the container cap.

4. Any contract delivery service shall adhere to the requirements of this subsection when delivering alcoholic liquors and malt beverages.

5. Microbrewery permit holders, winery permit holders, winery satellite permit holders, and manufacturer licensees with a satellite location shall only deliver or contract to have delivered their respective manufactured products.

#### **5.04.130 Fees.**

All licensees shall pay, in advance for such license and advertising cost, the established fees for the liquor licenses and permits that are set herein. The advertising cost for applications requiring public notice shall be \$75 per application, unless determined to be less due to combined advertising opportunities such as renewals. The licensing fees may be adjusted from time to time by resolution of the governing body.

1. Retail liquor license	\$1,500
2. Limited retail (club) license	\$750
3. Resort license	\$500
4. Restaurant license	\$500
5. Bar & grill license	\$1,500
6. Manufacturer's off-premises permit	\$50
7. Microbrewery permit	\$300
8. Winery permit	<u>\$300</u>
9. One-day malt beverage permit	\$50
10. One-day open container permit	\$25
11. One-day Catering permit	\$50
12. Special Malt Beverage Permit	<u>\$500</u>

**5.04.140 Liquor License Applications generally.**

A. Any person desiring a liquor license authorized by this code shall apply to the licensing authority. The application shall be made under oath upon a form to be prepared by the attorney general and furnished to the licensing authority. The application shall be filed in the office of the city clerk and shall contain the following provisions:

1. The location and a description of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in existence, the location and an architect's drawing or suitable plans of the building and premises to be licensed;

2. The age, and residence, and of each applicant and each partner, if the application is made by more than one individual or by a partnership;

3. A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under state law and of any conviction for a violation of state law relating to the sale or manufacture of alcoholic liquor or malt beverages within ten (10) years prior to the filing of the application;

4. If the applicant is a corporation:

a. The name, age, and residence of each officer, director and stockholder holding, either jointly or severally, ten (10) percent or more of the outstanding and issued capital stock of the corporation, and

b. Whether any officer, director or stockholder with ten (10) percent or more ownership has been convicted of a violation of law as provided in subsection (A)(3) of this section;

5. If the applicant is a limited liability company:

a. The name, age and residence of each officer, manager and member holding, either jointly or severally, ten percent (10%) or more of the outstanding ownership of the limited liability company; and

b. If any officer, manager or member with ten percent (10%) or more ownership has been convicted of a violation of law as provided in subsection (A)(3) of this section.



- 6. A statement indicating the financial condition and financial stability of the applicant; and
- B. No person or partner shall have any interest, directly or indirectly, in a license or permit unless he or she signs and verifies the application for the license or permit.
- C. No corporation shall be granted a license unless two or more of the officers or directors sign and verify the application on behalf of the corporation and also verify upon their oath as individuals that the statements and provisions are true.
- D. No limited liability company shall be granted a license or permit unless at least one (1) of the officer, managers, or member signs and verifies the application on behalf of the company and also verifies upon their oath that the statements and provisions contained therein are true.
- E. Corporate and limited liability company licensees and permittees shall advise the licensing authority within thirty (30) days in writing of any change in the information in the application required by paragraph 5 or 6 of this section. The licensing authority shall provide the liquor division a copy of the notification of change.
- F. Any person desiring a liquor permit authorized by this code shall apply to the licensing authority. The application shall be made upon a form furnished by the licensing authority. The permit application shall be filed in the office of the city clerk and shall contain the following provisions:

- 1. The name, address and contact information of applicant or the responsible party.
- 2. The location and description of event purpose, date(s) and time(s) of event, and the number of attendees and if minors will be present.
- 3. A detailed explanation of the applicants security plan, how the applicant will enforce the prohibition of underage access and consumption, the restricted permitted area plan, and the designated driver plan.

**5.04.150 Notice of application.**

When an application for a license, renewal, or any transfer of location or ownership thereof has been filed in the office of the city clerk under this article, it shall be the duty of the clerk to publish, once a week for two consecutive weeks, in a newspaper of general circulation in the city. The city clerk shall also post the notice on the city or town’s official website ~~if one exists~~. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal or transfer of the license or permit will be heard at a designated meeting of the licensing authority. Each applicant shall, at the time of filing their application, pay an amount sufficient to cover the cost of publishing notice provided for in this section. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A \_\_\_\_\_

Notice is hereby given that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (name of applicant) filed an application for a \_\_\_\_\_ license, in the office of the Clerk of the City of Riverton for the following described building (insert address)

\_\_\_\_\_

\_\_\_\_\_ and protests, if any there be, against the issuance of such license will be heard at the hours of \_\_\_\_\_M, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City Hall.

Date \_\_\_\_\_

Signed \_\_\_\_\_

#### **5.04.160 Issuance or denial.**

A. Any license or permit authorized under this code shall not be issued, renewed or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

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

B. When any application is filed with the licensing authority, the city clerk shall immediately forward a copy of the application to the liquor division. Upon approval or denial of an application, the city clerk shall promptly notify the liquor division.

C. An applicant for a renewal license or permit may appeal to the district court from an adverse decision by the licensing authority. No applicant for a new license shall have a right of appeal from the decision of the licensing authority denying an application.

#### **5.04.170 Restrictions on issuance.**

A. A license authorized by this code shall not be held by, issued or transferred to:

1. Any person who does not own the licensed building or does not holds a written lease for the period for which the license will be effective containing an agreement by the lessor that alcoholic or malt beverages may be sold upon the leased premises, except as provided by subsection (A)(4) of this section;
2. Any licensee whose building in which alcoholic or malt beverages may be sold is not in existence or operational within one year after a license or permit has been issued;
3. A retail liquor license shall not be renewed if the licensee did not, during the previous one-year term of the license, meet the definition of operational;
4. A manufacturer of alcoholic beverages or wholesaler of malt beverages;
5. A minor;

6. A college fraternity or organization created by one or more college fraternities;
7. A chamber of commerce;
8. A corporation which is not qualified to do business in Wyoming;
9. An individual who is not a resident;
10. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.

**5.04.180 Revocation/suspension of a license or permit, violations, and penalties.**

A. If the licensee fails to adhere to the provisions of this chapter or applicable laws of the state, the liquor licensee shall be subject to the provisions herein. To provide for an orderly administration of this chapter, and the maintenance of existing liquor licenses or permits, the city establishes a system for suspension and/or revocation of a liquor license or permit. Violations of this chapter by any licensee or employee or agent of a liquor licensee, while acting in the service of the licensee, shall be imputed to the licensee for the purposes of this section.

B. All liquor licensees, their agents, and employees must conduct the licensed liquor building and/or premises in compliance with provision of the laws of Wyoming related to liquor and city code related to liquor.

C. Proof of violation of any provisions of this chapter or applicable laws of the state by a licensee or the licensee’s agent or employee is sufficient grounds for suspension or recommendation of revocation of the license and licensees and permittees may be reprimanded or assessed a civil penalty at the discretion of the governing body, as outlined in subsection F.

D. The governing body may impose progressive penalties for multiple violations of any laws, city codes and rules within the preceding three-year period as specified unless mitigating circumstances indicate the penalty should be reduced, or aggravating circumstances indicate the penalty should be increased. The governing body shall consider the licensee’s prior violation history, the licensee’s good faith effort to prevent a violation, and the existence of written policies governing the licensee’s employee conduct as mitigating circumstances before taking an action against a licensee who is not in compliance with the provisions of this chapter.

E. Violation Chart:

	<b>Type of Violation</b>	<b>Code</b>
1.	Making a false statement on a liquor license or one-day liquor permit application	W.S. 12-4-102
2.	Failure to notify city of changes in application information for liquor license within thirty (30) days	W.S. 12-4-102(c)
3.	Sale or transfer of liquor license without permission of the city	RMC 5.04.100(e) W.S. 12-4-601(a)
4.	Failure to post liquor license or one-day liquor permit	RMC 5.04.100(c) W.S. 12-5-702(c)
5.	Open after hours; sales or dispensing after hours	RMC 5.04.040 W.S. 12-5-101

	<b>Type of Violation</b>	<b>Code</b>
6.	Refusal to permit entry or inspection	RMC 5.04.020(d) W.S. 12-5-201(a)
7.	Drive-in area conditions	RMC 5.04.120 W.S. 12-5-301
8.	Sale of alcoholic liquor or malt beverage to underage person	RMC 5.04.030 W.S. 12-6-101
9.	Unauthorized minors in licensed building or dispensing area(s)	RMC 5.04.030(c) W.S. 12-5-201(a)
10.	Gambling or other prohibited acts	RMC 5.04.020(c)
11.	Failing to obtain a limited use permit for sexually oriented events	RMC 9.08.210
12.	Limited retail liquor license: selling alcoholic liquor or malt beverages to non-members unless they are an accompanied guest of a member	W.S. 12-4-301(c)
13.	Failure to pay sales tax	RMC 5.04.180 W.S. 12-7-103
14.	All liquor licenses other than full retail or resort: selling alcoholic liquor or malt beverages for consumption off premises	W.S. 12-4-401; 12-5-201(e)(h)(j)
15.	Sale to an intoxicated person	RMC 5.04.030; 9.08.110 W.S. 12-5-301(v)
16.	Manufacturing, rectifying, or sale of alcoholic beverages without a license or permit	RMC 5.04.100 W.S. 12-8-102
17.	Furnishing to a minor by allowing an employee under the age of eighteen (18) years to serve alcohol to customers	W.S. 12-6-101(a); 12-6-101(e)
18.	Failing to comply with regulations pertaining to out-of-jurisdiction catered events	RMC 5.04.120
19.	Failure to maintain operational status	W.S. 12-4-103 RMC 5.04.170

F. Notification of Liquor Violation.

1. Municipal Court. Not later than thirty (30) days following disposition of a charge which results in a conviction to a liquor licensee, agent, or employee for a liquor violation in municipal court, the court shall report the following information to the city clerk:

- a. The fact that a licensee, permittee, or employees and/or agents of a licensee or permittee have been convicted of a violation of the city code; and
- b. The date of the alleged violation; and

c. Whether the municipal court disposition has been appealed. For purposes of this section, a conviction includes a finding of guilt after trial, a plea of guilty, or a plea of nolo contendere.

2. Notice of Violation to Liquor Licensee. Upon notice to the city clerk of a proof of violation of any one or more violation(s) as outlined in subsection E, the city clerk shall notify the liquor licensee of the violation(s) via regular mail to the address of the licensee listed on the licensee's most recent liquor license application to the city. The notice shall include the description of the violation and provide for a reasonable timeframe to mitigate the violation. If the licensee fails to correct the violation within a reasonable timeframe, the clerk shall submit the violation to the governing body and the governing body may hold a hearing as outlined in subsection (F)(3).

3. Notice of Hearing before Governing Body. If the governing body chooses to hold a hearing regarding violation(s), all evidence will be admitted and considered prima facie evidence of the liquor licensee's violation(s). The purpose of the hearing is to allow the liquor licensee the opportunity to offer corrections to the information and action taken by liquor licensee to mitigate the violation(s), and for the governing body to determine whether the liquor licensee should face restrictions or suspension of the liquor license. Notice of such violation shall be served by regular mail to the address of the licensee listed on the licensee's most recent liquor license application to the city, and shall include a statement:

a. That the city received proof of violation(s), and that a fine, suspension and/or revocation of the licensee's license is possible; and

b. Summarizing the nature and date(s) of the incidents resulting in the violation(s).

4. Hearing Before Governing Body. The hearing before the governing body shall be conducted under the Wyoming Administrative Procedures Act (Wyoming Statutes Section 16-3-101 et seq.) and rules as adopted from time to time by the governing body.

5. Penalties. Following the hearing described in this section, and based upon the information considered and received at such hearing, the governing body may:

a. Issue a written warning and/or require a mitigation plan of the violation by licensee; or

b. Order a fine and/or suspension of license: The suspension of the liquor license shall remain in effect until the governing body lifts the suspension, a court competent jurisdiction lifts the suspension, or the city clerk receives notice from the State of Wyoming that the sales tax liability has been satisfied. Penalties provided in this section are based on the violations of ordinances outlined in subsection E herein against a liquor licensee within a three-year period beginning each year on the first day of April through the last day of March of the following year. Any convictions of liquor law violations during this period of time involving the same licensed liquor building and/or premises may be used by the governing body to determine a gross violation and suspension or recommend revocation

of a licensee's license. The maximum fine is seven hundred fifty dollars (\$750.00) per occurrence.

6. Revocation. If it appears to the governing body that a liquor license should be revoked, the governing body may authorize the city attorney to prepare and file with the district court a petition to revoke the licensee's license. If a license is revoked, except as provided in Wyoming Statutes Section 12-7-201(d) concerning the expiration of a license while a revocation order is under appeal, the liquor licensee of such revoked license shall not be eligible to apply for a new liquor license for a period of twelve (12) months from the date of revocation. In the event a suspension occurs, the clerk shall send by certified mail one copy of the suspension notice to the



Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being \_\_\_\_\_.

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Kristin S. Watson  
City Clerk/Human Resource Director

# CITY COUNCIL STAFF REPORT

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

**FROM:** Eric P. Carr, P.E. – Community Development Director

**THROUGH:** Anthony Tolstedt – City Administrator

**DATE:** June 15, 2021

**SUBJECT:** Proposed Ordinance 21-008 – Chapter 17, C-1 Zoning, Multi-family dwellings on a portion of the ground floor

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**Recommendation:** The City Council approve, on Third and Final reading, Ordinance 21-008 to the Riverton City Council.

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**Background:** Recently, staff received an inquiry from a prospective developer interested in constructing high-end apartments within an existing Main Street property. This type of use would normally be allowed within the Commercial C-1 zoning district; however, the developer also wanted to utilize a portion of the ground floor for dwelling units, which would not be an allowed use under the current use regulations.

**Discussion:** The intent of disallowing dwelling units on the ground floor of commercially zoned properties is to keep a “Main Street” feel. However, allowing a portion of the ground floor to be utilized for non-commercial activity would still accomplish the original intent of the ordinance. Ordinance 21-008 suggests a maximum non-commercial use of fifty percent (50%) of the ground floor. This is an arbitrarily obtained value and may certainly be adjusted within reason.

The Planning Commission unanimously recommended approval of Ordinance 21-008 at their May 20<sup>th</sup>, 2021 regular meeting. The City Council approved Ordinance 21-008 on first reading at their June 1, 2021 regular meeting and on second reading at their June 15, 2021 regular meeting.

**Alternatives:**

- Approve with amendments or stipulations.

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



**ENROLLED ORDINANCE NO. 21-008**

**AN ORDINANCE AMENDING TITLE 17 “ZONING”; CHAPTER 17.56 “COMMERCIAL DISTRICT “C-1””; SECTION 17.56.040 “USE REGULATIONS”, SUBSECTION “I.” OF THE RIVERTON MUNICIPAL CODE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1.**

**Title 17. Chapter 17.56, Section 17.56.040, Subsection I. is hereby amended to read as follows:**

**Section 17.56.040 Use regulations.**

I. Multiple-family dwellings on **each floor, including fifty percent (50%) maximum of the ground floor on the non-street side.**

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

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

PASSED ON FIRST READING June 1, 2021

PASSED ON SECOND READING June 15, 2021

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

PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF RIVERTON

By: \_\_\_\_\_  
Richard Gard, Mayor

ATTEST:

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

**ATTESTATION**

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance# 21-008 was passed, approved, and adopted by the Governing Body of the City of Riverton on the \_\_\_ day of \_\_\_\_\_ 2021. I further certify that the above ordinance 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 \_\_\_\_\_, 2021.

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Kristin S. Watson  
City Clerk/Human Resources Director

# CITY COUNCIL STAFF REPORT

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

**FROM:** Eric P. Carr, P.E. – Community Development Director

**THROUGH:** Anthony Tolstedt – City Administrator

**DATE:** July 6, 2021

**SUBJECT:** Proposed Ordinance 21-009 – Chapter 17, C-1 Zoning, Definitions and Use Regulations

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**Recommendation:** The City Council approve, on first reading, Ordinance 21-009 to the Riverton City Council.

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**Background:** Section 17.56.040 of the Riverton Municipal Code (RMC) currently lists use regulations for the Commercial “C-1” zoning district. The uses denoted are typical of centrally located commercial zoning districts; however, does not include any type of allowed light manufacturing.

**Discussion:** Currently, if a clothing business were to occupy space in the Commercial C-1 zoning district and wanted to manufacture clothing, it would not be an allowed use. Similarly, a jeweler producing items for sale would also fall under the same limiting application of the strict interpretation of the RMC Commercial C-1 zoning district ordinance. Proposed Ordinance 21-009 is being presented in an effort to provide more flexibility within commercially zoned properties and allow for the ability of occupants to not only provide retail sales, but manufacture those goods on-site.

The Planning Commission unanimously recommended approval of Ordinance 21-009 at their June 17, 2021 regular meeting.

**Alternatives:**

- Approve with amendments or stipulations.

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

**PROPOSED ORDINANCE NO. 21-011**

**AN ORDINANCE AMENDING TITLE 17 “ZONING” TO REVISE CHAPTER 17.08 “DEFINITIONS”, SECTION 17.08.010 DEFINITIONS, AND CHAPTER 17.56 “COMERCIAL DISTRICT “C-1””, SECTION 17.56.040 USE REGULATIONS, OF THE RIVERTON MUNICIPAL CODE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1.**

**Title 17. Chapter 17.08, Section 17.08.010 – Definitions is hereby amended as follows:**

**Section 17.08.010 Definitions:** *(add in alphabetical order)*

“Light manufacturing” means a business where all processing, fabricating, assembly, or disassembly of items takes place wholly within an enclosed building. Items may include, but are not limited to, apparel, home accessories, food, clothing accessories, decorations, jewelry, instruments, computers, electronic devices, and component parts.

**Title 17. Chapter 17.56, Section 17.56.040 – Use regulations is hereby amended as follows:**

**Section 17.56.040 Use regulations**

**Z. Light manufacturing.**

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

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

PASSED ON FIRST READING \_\_\_\_\_

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

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

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF RIVERTON

By: \_\_\_\_\_  
Richard P. Gard, Mayor

ATTEST:  
  
\_\_\_\_\_

Kristin S. Watson  
City Clerk/Human Resources

**ATTESTATION**

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance 21-011 was passed, approved, and adopted by the Governing Body of the City of Riverton on the \_\_\_\_\_ day of \_\_\_\_\_, 2021. I further certify that the above ordinance ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being \_\_\_\_\_.

\_\_\_\_\_  
Kristin S. Watson, City Clerk/Human Resources

# CITY COUNCIL ACTION MEMO

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

**FROM:** Rick L. Sollars, City Attorney

**DATE:** July 2, 2021

**SUBJECT:** Ordinance to restructure the administration of the City of Riverton

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**Background:** The City of Riverton's governmental administration is presently structured with a Mayor and city council setting the policies and legislation of the city, and the city administrator overseeing the administration of the city and implementation of the governing body policies and legislation. The city administrator position was created in June of 2003. The City administrator is recommended by the Mayor and appointed pursuant to a majority vote of the city council and may be removed by a majority vote of the council. Presently, the Mayor has the power to appoint, with the consent of the city council, the City Attorney and the Municipal Judge. The City administrator has the power to appoint all other department heads and appointed officials, with the consent of the council, and to remove the same. The City administrator is responsible for the administration of all departments, to carry out the directives of the governing body, to prepare budgets and to otherwise ensure the property administration of all affairs of the city placed in his charge. The city administrator also is involved in the grievance procedures and other provisions of the city personnel manual.

**Discussion:** Under the proposed ordinance most of the duties and powers of the city administrator would become vested in the mayor. The powers of appointment and administration would be vested in the mayor. In accordance with the appointment powers granted in W.S. 15-3-204 the mayor would appoint, with the consent of the council, all department heads and other appointed persons and would have the power of removal of the same from office. In accordance with W.S. 15-1-108 the mayor would have the duty to, among other things, have superintending control of all officers and affairs of the city. The mayor would undertake oversight of all departments and ensure implementation of the directives of the governing body.

The city administrator position would be amended to be a position appointed by the mayor, with the consent of the council, and could be removed by the mayor. The city administrator would become directly responsible to the mayor and work under the direction of the mayor to ensure the proper administration of the affairs of the city, under tasks assigned to him by the mayor.

**Budget Impact:** There would be no budget impact.

**Other Actions Required:** If the ordinance is approved, then there will have to be further actions taken in other areas. There are several provisions in the city personnel manual that will need to be amended so that they will be in conformance with the duties and powers as specified in the ordinance. Job descriptions for all department heads will also need to be reviewed to ensure that they are in conformance with the ordinance changes, and in particular the city administrator job description will need to be reviewed and revised. The financial policies established will also have to be reviewed and revised as the city administrator is denoted in those policies.

**PROPOSED ORDINANCE NO. 21-014**

**AN ORDINANCE AMENDING TITLE 2 “ADMINISTRATION & PERSONNEL”, CHAPTERS 2.04 “MAYOR & COUNCIL” SECTION 2.04.110; CHAPTER 2.10 “CITY ADMINISTRATOR”, SECTIONS 2.10.020, & 2.10.030; CHAPTER 2.12 “CITY CLERK”, SECTIONS 2.12.010, & 2.12.030; CHAPTER 2.13 “FINANCE DIRECTOR”, SECTIONS 2.13.101, & 2.13.030; CHAPTER 2.20 “COMMUNITY DEVELOPMENT DIRECTOR”, SECTION 2.20.010; CHAPTER 2.24 “PUBLIC WORKS DIRECTOR”, SECTIONS 2.24.010, & 2.24.030; CHAPTER 2.28 “CHIEF OF POLICE”, SECTIONS 2.28.010, & 2.28.070; CHAPTER 2.32 “POLICE DEPARTMENT”, SECTIONS 2.32.040, & 2.32.060; AND CHAPTER 2.40 “EMERGENCY MANAGEMENT ORGANIZATION”, SECTION 2.40.010; AND REPEALING SECTIONS 2.10.040, 2.10.060; AND ESTABLISHING SECTIONS 2.04.026 AND 2.04.027 OF THE RIVERTON MUNICIPAL CODE TO PROVIDE FOR ADDITIONAL DUTIES AND RESPONSIBILITIES OF THE MAYOR; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Governing Body of the City of Riverton has determined that the duties and responsibilities of the Mayor should be modified to increase the Mayor’s role and authority in handling the affairs of the City; and

**WHEREAS**, the Governing Body has determined that it is in the best interest of the City and its electors for modifications of the City Code to increase the duties and authority of the Mayor.

**NOW THEREFORE** be it ordained by the Governing Body of the City of Riverton as follows:

**Section 1.** Section 2.04.110 of the Riverton Municipal Code is hereby amended to read as follows:

**2.04.110 City administrator, chief of police, etc. to attend meetings**

The city clerk, chief of police, city attorney, public works director, finance director, community development director, city administrator or designee shall attend all meetings of the city council unless otherwise excused by the Mayor.

**Section 2.** Section 2.10.020 of the Riverton Municipal Code is hereby amended to read as follow:

**2.10.020 Qualifications**

The City Administrator shall be selected on the basis of executive and administrative training, experience and education, and such other qualifications as may be specified by the council from time to time. The position is an appointed position. The position shall be appointed by the mayor, with the consent of the council. The position shall serve such terms and



for such compensation for services as the council may, from time to time, determine. The city administrator may be removed by the Mayor.

At the time of appointment, the city administrator need not be a resident of the city or state, but within a reasonable time as set by the Mayor following appointment, shall move to the city and shall thereafter reside in the city of Riverton as a condition of employment.

**Section 3.** Section 2.10.030 of the Riverton Municipal Code is hereby amended to read as follow:

### **2.10.030 Functions and duties**

The city administrator shall be responsible to the mayor and shall work under the mayor's direction to ensure the proper administration of all affairs for the city as assigned to him by the mayor. The city administrator shall work under the direction of the mayor in performing the following duties:

- A. To supervise the administration of the enforcement of all laws, ordinances, rules, regulations, policies and procedures of the city;
- B. To prepare an annual budget and to submit the same to the governing body;
- C. To keep the mayor and council fully informed as to the financial condition of the city.
- D. To attend all council meetings and committee meetings;
- E. To perform all other duties as may be assigned to him by the Mayor.

**Section 4.** Section 2.10.040 of the Riverton Municipal Code is hereby repealed and deleted.

### **~~2.10.040 Power to appoint and remove officers and employees.~~**

~~Subject to and except as otherwise provided by law, ordinance, or rules and regulations of the city council, the city administrator shall have the power to appoint all employees of the city except officers appointed by the mayor and approved by the council, and to remove any employee of the city for cause as specified by the personnel policies and procedures adopted by the city, or under such other conditions as may be specified therein; excluding, however, employees providing judicial or legal services to the city. (Ord. 03-008 § 4, 2003)~~

**Section 5.** Section 2.10.060 of the Riverton Municipal Code is hereby repealed and deleted.

### **~~2.10.060 Relationship of mayor and council to city administrator.~~**

~~—The city council shall deal with that portion of the administrative service of the city for which the city administrator is responsible through the city administrator. Directives issued by the council concerning policies or operations of the city council affecting the area of responsibility of the city administrator in the administration of any of these departments shall be made so as to direct the city administrator to accomplish the necessary orders. The mayor shall ensure the proper administration of such directives by the city administrator. (Ord. 03-008 § 6, 2003)~~

**Section 6.** Section 2.12.010 of the Riverton Municipal Code is hereby amended to read as follow:

**2.12.010 Appointment**

The mayor shall appoint, with the consent of the council, a city clerk who shall serve such term and for such compensation as the mayor may from time to time determine.

**Section 7.** Section 2.12.030B of the Riverton Municipal Code is hereby amended to read as follow:

**2.12.030 Duties generally**

B. Attend all regular and special meetings of the city council and keep accurate journal of its proceedings, unless excused by the mayor.

**Section 8.** Section 2.13.010 of the Riverton Municipal Code is hereby amended to read as follow:

**2.13.010 Appointment**

The mayor shall appoint, with the consent of the council, a finance director who shall serve such term and for such compensation as the mayor may from time to time determine.

**Section 9.** Section 2.13.030A of the Riverton Municipal Code is hereby amended to read as follow:

**2.13.030 Duties generally**

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

**Section 10.** Section 2.20.010 of the Riverton Municipal Code is hereby amended to read as follow:

**2.20.010 Appointment – Term of office**

A person qualified by training and experience shall be appointed as City Engineer by the mayor, with the consent of the council, and shall serve such term and for such compensation as the mayor may from time to time determine. The training and experience needed shall be determined based upon the tasks that the appointee shall perform for the City.

**Section 11.** Section 2.24.010 of the Riverton Municipal Code is hereby amended to read as follow:

**2.24.010 Appointment – term of office.**

A person qualified by training and experience shall be appointed public works director by the mayor, with the consent of the council, and shall serve such term and for such compensation as the mayor may from time to time determine.

**Section 12.** Section 2.24.030 of the Riverton Municipal Code is hereby amended to read as follow:

**2.24.030 Attendance at council meetings – Reports and records**

The public works director shall attend all regular meetings of the city council, and special meetings when notified thereof, unless excused by the mayor, he shall make such reports and keep such records as shall be required by the mayor and council.

**Section 13.** Section 2.28.010 of the Riverton Municipal Code is hereby amended to read as follow:

**2.28.010 Appointment – term of office**

The mayor shall appoint a chief of police, with the consent of the council, who shall serve for such term and for such compensation as the mayor may from time to time determine.

**Section 14.** Section 2.28.070 of the Riverton Municipal Code is hereby amended to read as follow:

**2.28.070 Attendance at council meetings**

The chief of police shall attend all regular meetings of the city council and all special meetings thereof when notified thereof, unless excused by the mayor, and carry out the directions of the mayor respecting the business of the council.

**Section 15.** Section 2.32.040 of the Riverton Municipal Code is hereby amended to read as follow:

**2.32.040 Special police officers**

The mayor shall appoint, with the consent of the council, and commission such number of special police officers as may be necessary and shall designate the services and duties, fix the time during which they may serve and the compensation they shall receive, and such special police officer shall possess the powers, exercise the duties and be subject to the rules, regulations and qualifications of the police officer of the regular police force, but the mayor may, at any time without previous notice, cancel the commission of any special police officer.

**Section 16.** Section 2.32.060 of the Riverton Municipal Code is hereby amended to read as follows:

**2.32.060 Police subject to mayor's orders**

The chief of police, in the discharge of his duties, shall be subject to the orders of the mayor only, and the police officers of the city in the discharge of their duties, shall be subject to the orders of the mayor and chief of police only.

**Section 17.** Section 2.40.010A of the Riverton Municipal Code is hereby amended to read as follow:

#### **2.40.10 Created**

A. There is created the Riverton emergency management organization, which is governed by an emergency management policy group consisting of the mayor, city council members and such other members as shall be designated by the mayor.

**Section 18.** Section 2.04.026 of the Riverton Municipal Code is hereby established to read as follow:

#### **2.04.026 Mayors power of appointment**

The offices of City Clerk, Finance Director, Community Development Director, Public Works Director, Attorney, Police Chief, Judge, City Administrator and department heads shall be appointed by the mayor with the consent of the governing body of the city and may be removed by the mayor. All other appointments, except the appointment of members of a board or commission, and removals shall be made by the mayor without the consent of the governing body, unless consent is required by a separate ordinance. The mayor has the power to remove any officer appointed under W.S. 15-1-101 through 15-10-117 for incompetency or neglect of duty.

**Section 19.** Section 2.04.027 of the Riverton Municipal Code is hereby established to read as follow:

#### **2.04.027 Powers and duties of mayor**

The mayor shall:

- a. Preside at all meetings of the governing body, and in his absence a councilman shall be appointed to act as mayor pro tem;
- b. Have superintending control of all officers and affairs of the city;
- c. Take care that the ordinances and laws are complied with;
- d. Administer oaths;
- e. Sign commissions and appointments and all bonds, contracts and other obligations required to be signed in the name of the city; and
- f. Have one (1) vote on all matters coming before the governing body upon which a vote is taken, except for a vote:
  - a. To override a veto;
  - b. To confirm an appointment other than a vote to break a tie vote of the governing body; and
  - c. Pursuant to a hearing for removal or discharge as provided in W.S. 15-2-102(b)(iv)(C) or 15-3-204(b)(iv)(C).

**Section 20.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 21.** This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING \_\_\_\_\_

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

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

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF RIVERTON, WYOMING

By: \_\_\_\_\_  
Richard P. Gard  
Mayor

ATTEST:

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

ATTESTATION

I, Kristin S. Watson, Clerk of the City of Riverton, attest that Ordinance No. 21-014 was passed, adopted, and approved by the Governing Body of the City of Riverton on the \_\_\_\_ day of \_\_\_\_\_ 2021. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being \_\_\_\_\_.

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

## CITY COUNCIL STAFF REPORT

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

**FROM:** Brendan P. Thoman, City Engineer  
Kyle J. Butterfield, Public Works Director

**THROUGH:** Anthony Tolstedt, City Administrator

**DATE:** July 2, 2021

**SUBJECT:** Change Order 1 – W. Main St. Waterline Replacement Project

**Recommendation:** The City Council approves Change Order No. 1 to the W. Main St. Waterline Replacement Project in the amount of \$59,302.00.

**Background:** The City Council awarded the W. Main St. Waterline Replacement Project to Bornhoft Construction, Inc. in the amount of \$266,694.00 on April 6, 2021. The project centered on addressing historical problems associated with the water main between the 700 and 800 blocks of Main Street by replacing by installing a new line within approximately 460 feet of 12” waterline and 1,300 square feet of asphalt.

**Discussion:** During the construction of the above referenced improvements, it was discovered the water main was leaking significant amounts of water just east of the project limits. This presented several immediate issues to the planned improvements. Above the concern of losing approximately three million gallons of treated water a month, the water presented safety concerns to the construction trench and challenges in pressuring the proposed improvements. Due to the emergency nature of the leak, city staff authorized the removal and replacement of 124 additional linear feet of water line and one additional water service tap to an adjacent business. This resolved the above referenced concerns and allowed the project to stay on course.

The replacement of the waterline in question included additional asphalt removal and replacement and crushed gravel base course as the additional waterline was installed by trenching (9 foot wide trench). Additional asphalt was further needed as WYDOT required a 6 inch lift of asphalt to be placed in to meet their commercial loading requirements (4 inches of asphalt were called for in the plans for patching purposes). Water, also coming into the trench from this leak caused unstable banks on the excavated trench causing the trench to slough and widen the overall affected roadway area. This increased the asphalt removal and replacement and the amount of base course quantities in the project.

**Budget Impact:** The FY22 budget for the W. Main St. Waterline Replacement Project included a 3% contingency to the awarded bid of \$266,695; which totaled \$275,000. The amount of Change Order No. 1 exceeds the recently adopted budget by \$50,997.00. There are sufficient funds in the Water Enterprise Fund to cover work associate with Change Order No. 1. Staff also believes some of it may be absorbed throughout FY22 from efficiencies realized in the capital construction cost center.


CITY OF RIVERTON  
WEST MAIN STREET WATERLINE REPLACEMENT  
CHANGE ORDER #1 QUANTITIES

APPLICATION DATE: JULY 2, 2021

City of Riverton  
816 N Federal Boulevard  
Riverton, Wyoming 82501  
(307) 856-2227

BID ITEMS					Jerry Bornhoft Construction, Inc.		WATER LEAK ADDITIONAL QUANTITIES		
WORK	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	COMPLETED TO DATE	TOTAL COMPLETE	% REMAINING
	1	MOBILIZATION, BONDS, AND GENERAL CONDITIONS	LS	1	\$ 20,000.00	\$ 20,000.00		\$ -	0%
SURFACING	2	4" HOT PLANT MIX BIT. PVMT.	TON	32	\$ 360.00	\$ 11,520.00	79.5	\$ 28,620.00	100%
	3	ASPHALT PAVEMENT REMOVAL	SF	1,305	\$ 6.00	\$ 7,830.00	2,120	\$ 12,720.00	100%
	4	CRUSHED BASE	TON	60	\$ 45.00	\$ 2,700.00	95	\$ 4,262.00	100%
	5A	12" FUSABLE PVC SDR 21 (CLASS 200) WATER LINE	LF	350	\$ 100.00	\$ 35,000.00		\$ -	0%
WATER	5B	CAMERA AND INSPECTION OF 14-INCH	LF	350	\$ 5.50	\$ 1,925.00		\$ -	0%
	6	12" PVC C900 OR HDPE WATER LINE	LF	60	\$ 100.00	\$ 6,000.00	124	\$ 12,400.00	200%
	7	6" PVC C900 WATER LINE	LF	32	\$ 100.00	\$ 3,200.00		\$ -	0%
	8	12" GATE VALVE	EA	3	\$ 3,000.00	\$ 9,000.00		\$ -	0%
	9	12X6" TEE	EA	4	\$ 2,140.00	\$ 8,560.00		\$ -	0%
	10A	6" FUSABLE PVC SDR 21 (CLASS 200) WATER LINE	LF	110	\$ 200.00	\$ 22,000.00		\$ -	0%
	10B	CAMERA AND INSPECTION OF 6" WATERLINE	LF	110	\$ 8.50	\$ 935.00		\$ -	0%
	11	6" MJ GATE VALVE	EA	4	\$ 2,600.00	\$ 10,400.00		\$ -	0%
	12	6" CONNECTION TO EXISTING WATERLINE	EA	4	\$ 1,500.00	\$ 6,000.00		\$ -	0%
	13	12" CONNECTION TO EXISTING LINE	EA	2	\$ 1,700.00	\$ 3,400.00		\$ -	0%
	14	1" CORPORATION STOP, TAPPING SADDLE & CONN. TO EXISTING SERV	EA	3	\$ 1,300.00	\$ 3,900.00	1	\$ 1,300.00	0%
	15	1" WATER SERVICE LINE	LF	132	\$ 56.50	\$ 7,458.00		\$ -	0%
	16	1" CURB STOP	EA	3	\$ 360.00	\$ 1,080.00		\$ -	0%
	17	WATER METER PIT	EA	1	\$ 2,086.00	\$ 2,086.00		\$ -	0%
	18	SLURRY SADDLE	CY	2	\$ 300.00	\$ 600.00		\$ -	0%
	19	TEMPORARY WATER & NOTICE TO CUSTOMERS	LS	1	\$ 2,000.00	\$ 2,000.00		\$ -	0%
	20	WATER SERVICE - 801 W MAIN ST.	EA	1	\$ 4,000.00	\$ 4,000.00		\$ -	0%
21	CONNECT TO FIRE HYDRANT LEAD	EA	1	\$ 2,000.00	\$ 2,000.00		\$ -	0%	
CONCRETE	22	CURB AND GUTTER - REMOVE & REPLACE	LF	40	\$ 75.00	\$ 3,000.00		\$ -	0%
	23	4" THICK CONCRETE SIDEWALK	SF	350	\$ 10.00	\$ 3,500.00		\$ -	0%
	24	INSTALL WATER VALVE BOXES AND CONCRETE COLLARS	EA	7	\$ 500.00	\$ 3,500.00		\$ -	0%
	25	PROTECTION OF STORM INLETS/STORMWATER PROTECTION PLAN	LS	1	\$ 300.00	\$ 300.00		\$ -	0%
	26	TRAFFIC CONTROL	LS	1	\$ 74,800.00	\$ 74,800.00		\$ -	0%
	27	OWNERS ALLOWANCE	LS	1	\$ 10,000.00	\$ 10,000.00	-	\$ -	0%
<b>BASE BID TOTAL</b>					<b>\$ 266,694.00</b>		<b>ADD. SUM \$ 59,302.00</b>		

## CITY COUNCIL STAFF REPORT

**TO:** His Honor the Mayor and Members of the City Council  
**FROM:** Kyle J. Butterfield, Public Works Director   
**THROUGH:** Anthony Tolstedt, City Administrator  
**DATE:** July 6, 2021  
**SUBJECT:** 4-A-Road Forward LLC Lease Agreement Amendment

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**Recommendation:** The City Council approves Amendment 1 to its current lease agreement with 4-A-Road Forward, LLC (Priceless).

**Background:** The City Council approved a lease with Priceless on December 1, 2020 to operate a car rental and concession business at Central Wyoming Regional Airport (RIW).

**Discussion:** Priceless has worked to improve and utilize its leased area in the terminal. However, securing communications infrastructure to run its business has presented an unanticipated challenge. Pursuant to the agreement, the city agrees to pay all charges for lights, water, heat, and janitorial services to the leased premises. All other utility costs are the responsibility of the lessee.

The City of Riverton currently has internet infrastructure at RIW's terminal building. The city's IT staff believes there is available capacity to add Priceless to this infrastructure. Doing so allows Priceless to operate from the terminal and provide better service to airport customers. That being said, it is important to ensure the airport provides equitable service to each of its lessees. Consequently, staff proposes the following points to serve as a policy prior to allowing airport tenants access to the city's available internet infrastructure.

- The maximum threshold allowed for use by any one lessee shall be 30 Megabytes. If the required capacity is greater than this, the lessee is responsible to secure its own internet service.
- The city will provide necessary separation from its digital infrastructure and the lessees.
- The city will provide a public IP address to the lessee if it is required.
- The cost per month to a lessee to receive this service shall be \$40.00.

Amendment 1 to the exiting lease agreement between Priceless and the city addresses the change from requiring the lessee to provide its own communication service to the city providing internet service.

**Budget Impact:** Approving Amendment 1 to the lease agreement with Priceless increases revenue received from the lessee by \$40.00 (\$480.00 annually).



**AMENDMENT ONE TO THE LEASE AND CONCESSION AGREEMENT BETWEEN  
4-A-ROAD FORWARD, LLC  
AND  
THE CITY OF RIVERTON**

1. **Parties.** The parties to this Amendment are the he CITY OF RIVERTON, Fremont County, Wyoming, a Municipal Corporation ("City") and 4-A-ROAD FORWARD, LLC ("Lessee").
2. **Purpose.** The Amendment shall constitute the first amendment to the Lease and Concession Agreement between City and Lessee. The purpose of this Amendment is to:
  - A. Allow the Lessee to utilize the City's internet infrastrucuture.
3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Agreement as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal, or state statute, rule, or regulation.

4. **Amendments**

A. Section 4 of the original Agreement is hereby amended to read:

“AIRPORT USE FEE AND ANNUAL RENTAL:

- a. Annual Rental - The Lessee shall pay to the City for the right and privilege of utilizing the above-described floor space a monthly fee of \$191.58 (131 sq. ft. X \$17.55 per sq. ft./12), which is due and payable on or before the first day of each month of the Term. Said rental fees shall be adjusted annually on the first day of July by applying the formula as set forth in this paragraph. The annual average for the United States for all items in the Consumer Price Index for the 12-month period ended in December as published by the U.S. Department of Labor shall be compared with the average one year preceding. The percentage increase or decrease resulting shall be applied to the amount of cash rental set forth in this section.
- b. Internet Use Fee - In addition to the floor rental as described above, the Lessee agrees to pay to the City an "Internet Use Fee" in the amount of \$40.00 (forty dollars) each month.
- c. Airport Use Fee - In addition to the floor rental as described above, the Lessee agrees to pay to the City an "Airport Use Fee" in the amount of ten percent (10%) of Lessee's "gross revenue," as hereinafter defined, for the term of the lease. The ten percent (10%) "Airport Use Fee" (pass-through charge) shall be added as an additional charge to each rental contract.
- d. Gross Revenue - The term "gross revenue" shall mean all monies paid or payable to the Lessee from its customers, whether payment terms are cash, credit, barter, exchange or otherwise, in connection with Lessee's operation of its car rental and supplementary concession (e.g. food or beverage) business at the Airport.

"Gross revenue" shall specifically EXCLUDE the following:

- 1) Any charges or monies collected by Lessee for repairs to automobiles damaged by such customers.
- 2) Uncollected monies caused by theft, conversion or illegal use of Lessee's automobiles.

- 3) Monies for any federal, state and municipal sale, use or other similar taxes separately stated and collected from customers of Lessee.
  - 4) Any separately stated charges received by the Lessee for collision damage waiver and personal accident insurance features.
  - 5) Any charges collected by the Lessee for the "Airport Use Fees".
  - 6) Revenue generated from the sale of fuel.
  - 7) Charges to the customer for the privilege of renting a car at the Airport and returning it to a location other than the Airport, otherwise known as "drop-charge" or "inter-city" fee.
1. Payment of Fees- The airport use fee as defined above is due and payable to the City by the 20th day of the following calendar month. Lessee shall submit to City a detailed accounting record showing all monies received and receivable from all operations of Lessee, separately stating any exclusions as defined currently with the fee payment. Lessee agrees to keep true and accurate account records, books and data and to keep same available for the inspection of the City or his authorized representatives. In addition to monthly accounting, the Lessee shall submit to City a sales audit performed by a public accountant and attested by Lessee within 180 days of the close of each annual accounting period.
  2. Additional Audit- For the purposes of determining the accuracy of Lessee's reporting, the City shall have the right to order an independent audit of the Lessee's records. The cost of such independent audit shall be borne by the City unless the results of such audit reveal a discrepancy of more than five percent (5%) between the gross receipts as determined by the audit for any twelve (12) month period. In the event of such a discrepancy, the Lessee shall be liable for any underpayment of the percentage of gross income revealed and the full cost of the audit. Lessee shall have the right to concur with the selection of the auditing firm. Should concurrence not be reached, the selection will be made by one representative from the Lessee, City and the City Attorney. Should such audit reveal an overstatement of gross revenues of five percent (5%) or more, the City shall immediately refund any overpayment and shall bear the costs of the audit.
  3. Lessee will have 16 reserved parking spaces (identified by signs that LESSEE installs and maintains) in the parking rows furthest from the terminal. Lessee will have 4 additional reserved parking spaces in the third and fourth rows of parking near the terminal (identified by signs for pick-up and drop-off to be installed by Lessee). The overflow parking lot east of the terminal parking lot shall be used for additional rental car parking as needed. At no time shall rental cars be allowed to be parked against the curbs in front of the terminal, handicapped parking areas, other reserved spaces, or the general terminal parking area that is not designated leased parking space as noted above. Lessee will be responsible for any fines and towing fees. Damaged cars or cars out of commission shall be removed from airport property within seventy two (72) hours from the time the car was returned to Lessee."

**B.** Section 5 shall of the original Agreement is hereby amended to read:

“UTILITIES: City agrees to pay all charges for lights, water, heat, internet, and janitorial services to the leased premises within the terminal building. Lessee shall be solely responsible for any other utility service to said premises.”

**5. Special Provisions**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in the Amendment, all terms and conditions of the original Agreement, and any previous amendments, between City and Lessee, including but not limited to governmental immunity, shall remain unchanged and in full force and effect.

**B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute on and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the City.

**6. General Provisions.**

**A. Entirety of Agreement.** The original Agreement, consisting of four (4) pages, Amendment One, consisting of two (2) pages, and this Amendment Two, consisting of two (2) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.

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

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

**CITY OF RIVERTON, WYOMING**  
A Municipal Corporation

\_\_\_\_\_  
Richard P. Gard, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kristin Watson, City Clerk

**4-A-ROAD FORWARD, LLC**

\_\_\_\_\_  
Michael V. Bailey

\_\_\_\_\_  
Date

STATE OF WYOMING            )  
  )     ss.  
COUNTY OF FREMONT        )

The foregoing instrument was signed and acknowledged before me by \_\_\_\_\_  
known to me to be the person that executed the within instrument as the Lessee therein named,  
this \_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**ORIGINAL**

LEASE AND CONCESSION AGREEMENT

This Agreement is entered into this 1st day of December, 2020 by the CITY OF RIVERTON, Fremont County, Wyoming, a Municipal Corporation ("City") and 4-A-ROAD FORWARD LLC, a Wyoming Company ("Lessee"). The parties agree as follows:

1. In consideration of the covenants hereinafter set forth to be kept and performed by Lessee, City does hereby grant Lessee the right to use floor space within the Riverton Regional Airport Terminal Building, the same being described as follows:

131 square feet
2. TERM: The initial term of this Agreement shall be for a period of six (6) months commencing on the 1<sup>st</sup> day of December 2020 and running through June 30, 2021, and shall continue to one (1) subsequent term of twelve (12) months. Two (2) successive renewal terms of one (1) year shall be available on such terms and conditions as may be mutually agreed between parties. The Lessee shall notify the City in writing forty-five (45) days prior to end of the term if it wishes to continue into a successive renewal term.
3. USE OF AREA: The floor area described herein shall be used by the Lessee for the purpose of providing automobile rental services and for arranging for such services. The City is hereby granting to the Lessee the right and privilege to conduct and operate an automobile rental concession at the Riverton Regional Airport (the "Airport"), subject to the terms and conditions of this Agreement. The right and privilege herein granted is not an exclusive right and City retains the right to perfect arrangements with any other individual, firm or corporation to provide similar services, provided however, the City agrees any such agreements shall not be on terms or conditions more favorable than those contained herein. The Lessee understands the right granted herein applies only to the Airport Terminal Building and adjacent improved land areas.
4. AIRPORT USE FEE AND ANNUAL RENTAL:
  - a. Annual Rental- The Lessee shall pay to the City for the right and privilege of utilizing the above-described floor space a monthly fee of \$191.58 (131 sq. ft. X \$17.55 per sq. ft./12), which is due and payable on or before the first day of each month of the Term. Said rental fees shall be adjusted annually on the first day of July by applying the formula as set forth in this paragraph. The annual average for the United States for all items in the Consumer Price Index for the 12-month period ended in December as published by the U.S. Department of Labor shall be compared with the average one year preceding. The percentage increase or decrease resulting shall be applied to the amount of cash rental set forth in this section.
  - b. Airport Use Fee - In addition to the floor rental as described above, the Lessee agrees to pay to the City an "Airport Use Fee" in the amount of ten percent (10%) of Lessee's "gross revenue," as hereinafter defined, for the term of the lease. The ten percent (10%) "Airport Use Fee" (pass-through charge) shall be added as an additional charge to each rental contract.
  - c. Gross Revenue - The term "gross revenue" shall mean all monies paid or payable to the Lessee from its customers, whether payment terms are cash, credit, barter, exchange or otherwise, in connection with Lessee's operation of its car rental and supplementary concession (e.g. food or beverage) business at the Airport.

"Gross revenue" shall specifically EXCLUDE the following:

    - 1) Any charges or monies collected by Lessee for repairs to automobiles damaged by such customers.

- 2) Uncollected monies caused by theft, conversion or illegal use of Lessee's automobiles.
  - 3) Monies for any federal, state and municipal sale, use or other similar taxes separately stated and collected from customers of Lessee.
  - 4) Any separately stated charges received by the Lessee for collision damage waiver and personal accident insurance features.
  - 5) Any charges collected by the Lessee for the "Airport Use Fees".
  - 6) Revenue generated from the sale of fuel.
  - 7) Charges to the customer for the privilege of renting a car at the Airport and returning it to a location other than the Airport, otherwise known as "drop-charge" or "inter-city" fee.
- d. Payment of Fees- The airport use fee as defined above is due and payable to the City by the 20th day of the following calendar month. Lessee shall submit to City a detailed accounting record showing all monies received and receivable from all operations of Lessee, separately stating any exclusions as defined currently with the fee payment. Lessee agrees to keep true and accurate account records, books and data and to keep same available for the inspection of the City or his authorized representatives. In addition to monthly accounting, the Lessee shall submit to City a sales audit performed by a public accountant and attested by Lessee within 180 days of the close of each annual accounting period.
- e. Additional Audit- For the purposes of determining the accuracy of Lessee's reporting, the City shall have the right to order an independent audit of the Lessee's records. The cost of such independent audit shall be borne by the City unless the results of such audit reveal a discrepancy of more than five percent (5%) between the gross receipts as determined by the audit for any twelve (12) month period. In the event of such a discrepancy, the Lessee shall be liable for any underpayment of the percentage of gross income revealed and the full cost of the audit. Lessee shall have the right to concur with the selection of the auditing firm. Should concurrence not be reached, the selection will be made by one representative from the Lessee, City and the City Attorney. Should such audit reveal an overstatement of gross revenues of five percent (5%) or more, the City shall immediately refund any overpayment and shall bear the costs of the audit.
- f. Lessee will have 16 reserved parking spaces (identified by signs that LESSEE installs and maintains) in the parking rows furthest from the terminal. Lessee will have 4 additional reserved parking spaces in the third and fourth rows of parking near the terminal (identified by signs for pick-up and drop-off to be installed by Lessee). The overflow parking lot east of the terminal parking lot shall be used for additional rental car parking as needed. At no time shall rental cars be allowed to be parked against the curbs in front of the terminal, handicapped parking areas, other reserved spaces, or the general terminal parking area that is not designated leased parking space as noted above. Lessee will be responsible for any fines and towing fees. Damaged cars or cars out of commission shall be removed from airport property within seventy two (72) hours from the time the car was returned to Lessee.
5. UTILITIES: City agrees to pay all charges for lights, water, heat and janitorial services to the leased premises within the terminal building. Lessee shall be solely responsible for telephone services to said premises.
  6. HOURS OF OPERATION: The Lessee shall, in the operation of the automobile rental concession herein granted, provide sufficient personnel and equipment to meet the

reasonable demand for said services. Lessee shall submit in writing its hours of operation to the City of Riverton within five (5) days of execution of this Lease and is afterward responsible to provide written notice when said hours are amended.

7. CONDUCT OF OPERATIONS: Lessee agrees that all operations under the terms of this agreement and any and all costs incurred by these operations shall be at the sole expense of the Lessee. All operations shall be conducted under the terms of the "Airport Operations Manual: Riverton Regional Airport" and "Airport Commercial Minimum Standards" as the same currently exists and may from time to time be amended. Lessee agrees to abide by all applicable rules, regulations, laws and ordinances that are now, or may from time to time be enacted.
8. LEGAL COMPLIANCE: Lessee shall comply with all local, state, and federal laws, and regulations, and shall not engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religious belief. Lessee shall not use or permit the use of the premises or any part thereof for any purpose that may be contrary to local, state, or federal laws and regulations, either as the same are now or may hereinafter be enacted. Including, without limitation, Federal Aviation Agency regulations and the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F shall not discriminate against any individual because of religious belief.
9. NON-ASSIGNMENT: Lessee shall not sublet said premises, nor any part thereof, nor assign this Lease without the prior written consent of City.
10. MAINTENANCE OF PREMISES: Lessee agrees that it will keep the premises, together with all fixtures and equipment therein, in good order, condition and repair, reasonable wear and tear and damage by fire or casualty excepted. The Lessee shall, at its sole cost and expense, maintain the premises and every part thereof in good order and repair and in good and safe condition; shall repair all damages caused by its employees, patrons or its operation of the concession; and shall maintain and repair all equipment on the premises. The City, through its Public Works Director, shall be the sole judge of the quality of maintenance, and upon written notice by the Public Works Director to the Lessee, the Lessee shall be required to perform whatever maintenance the Public Works Director deems necessary. If the maintenance is not undertaken within ten (10) days after receipt of written notice, the City shall have the right to enter upon the premises and perform the maintenance, the cost of which shall be borne by the Lessee.
11. IMPROVEMENT OR ALTERATION: Lessee agrees to obtain the written approval of the Public Works Director for any and all alterations or improvements made to the premises prior to initiating such action. All such improvements shall be the sole property of the Lessee, except as provided herein.
12. FIRE INSURANCE: Lessee agrees not to use or permit the use of the demised premises, or any part thereof, for any purpose that may cause an increase in the rate of fire insurance or invalidation thereof.
13. HOLD HARMLESS AND INSURANCE: Lessee shall save and keep City harmless from any and all liability, damages or injury resulting from the use and occupancy of said premises by Lessee. Lessee shall obtain and keep in force throughout the term of this Lease liability insurance with the following minimum coverage with limits not less than:
  - a. \$250,000.00 for any one injury;
  - b. \$500,000.00 for any one accident; and
  - c. \$100,000.00 for property damage

Lessee shall be liable for any loss and damage to Lessee's property as a result of fire or other cause, including vandalism, malicious mischief or other criminal activity. Lessee shall furnish copies of the liability and physical damage insurance policies to City.

14. DAMAGE OR DESTRUCTION: It is mutually agreed by the parties that in the event the Airport Terminal Building of the Riverton Regional Airport is destroyed or so damaged by fire or other casualty that it is not tenable for the purposes of Lessee, City may, at its option, repair and reconstruct the premises, and this Lease shall continue, or this Lease may be terminated completely by either of the parties giving notice of such termination to the other in writing. City shall refund Lessee prorated prepaid lease fees applicable to any period where the premises is unusable due to damage or destruction.
15. AIRPORT TERMINAL EXPANSION OR ALTERATION: If, in the opinion of City, said premises or any part thereof is necessary for the future expansion, improvements, or alterations of the Riverton Regional Airport Terminal Building, City shall have the right to terminate this Lease as to all or any part of the premises, upon giving ninety days written notice of such cancellation or termination to Lessee; providing however, City shall pay Lessee the fair market value of all improvements permanently erected by Lessee upon the part of the demised premises then subject to cancellation, and in the event the parties are unable to agree upon a fair market value, each party shall appoint an arbitrator and said arbitrators, acting jointly shall determine the fair market value of said improvements, and the amount of their determination shall be binding on both parties.
16. MODIFICATION: The terms of this lease agreement may be modified at any time during the term thereof, with the written agreement of both parties.
17. TERMINATION: This Lease is made upon the condition that Lessee shall punctually perform all the covenants herein set forth to be performed by it, and if at any time there shall be a default in such performance and said default shall continue for a period of thirty days after notice therefore given Lessee by City, City may at any time thereafter terminate this Lease and re-enter upon the premises, take possession thereof and all improvements erected upon the premises by Lessee shall become the property of City without any further compensation.
18. SURRENDER OF PREMISES: Lessee shall promptly surrender up and deliver possession of said premises, fixtures, equipment, tables, and chairs to City in as good order and condition as when received by Lessee upon the expiration or termination of this Lease, except normal wear and tear and damage incurred by an Act of God or otherwise beyond the control of Lessee.
19. LIEN RIGHT: All property of Lessee which is now or hereafter may be at any time during the term of this Lease upon the premises, whether exempt from execution or not, shall be subject to a lien for the payment of any rent and for any other damages arising from a breach by Lessee of any covenant in this Lease, and City may take possession of said property or any part or parts thereof, and sell or cause the same to be sold at a public or private sale, with or without notice, to the highest bidder for cash, and apply the proceeds of said sale towards the cost thereof and then towards the indebtedness or other damages.
20. ATTORNEY'S FEE: In the event this Lease is placed in the hands of an attorney for collection of rental, fees or damages, due or becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease, or for failure to observe any of the covenants of this Lease, the prevailing party shall have their reasonable attorney's fees for services rendered paid for by the other party.
21. GOVERNMENTAL IMMUNITY: Nothing in the Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.



22. CHOICE OF LAW/VENUE: Enforcement, interpretation, and any litigation of this document shall be under Wyoming law in a Fremont County court.
23. NON WAIVER: Any waiver by City of any breach of any covenant herein contained to be performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent City from declaring a forfeiture for any succeeding breach, either of the same or other conditions of the covenant.
24. INDEPENDENCE OF AGREEMENT: It is understood and agreed that nothing herein is intended, or should be construed as in any way establishing a relationship of co-partners between the parties hereto, or as constituting Lessee as the agent, representative, or employee of City for any purpose, or in any manner whatsoever. Lessee shall remain an independent contractor with respect to all services performed hereunder.
25. PARAGRAPH HEADING: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.
26. NOTICES: Notices provided herein shall be sufficient if sent by the United States mail, postage prepaid, or by express mail service, and addressed as follows:

LESSEE:

4-A-Road Forward, LLC  
PO Box 1326  
Riverton, WY 82501  
307-851-4548, kholdren@gowithbailey.com  
Attn: Kassie Holdren

CITY:

City of Riverton  
City Hall  
816 N. Federal Blvd.  
Riverton, WY 82501  
Attn: Public Works Director

27. BINDER: This Lease shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
28. Entire Agreement. This six-page document constitutes the entire agreement of the parties.

[Signatures appear on the following page]

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

DATED this 2nd day of December, 2020

CITY OF RIVERTON, WYOMING  
A Municipal Corporation

Richard P. Gard

Richard P. Gard, Mayor

ATTEST:

Kristin Watson

Kristin Watson, City Clerk

4-A-ROAD FORWARD, LLC  
A Wyoming Company

Michael V. Bailey

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MANAGER

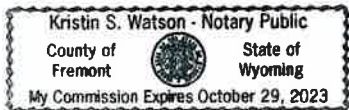
STATE OF WYOMING )

) ss.

COUNTY OF FREMONT )

The foregoing instrument was signed and acknowledged before me this 2nd day of December, 2020, by Michael V. Bailey Manager of 4-A-Road Forward, LLC.

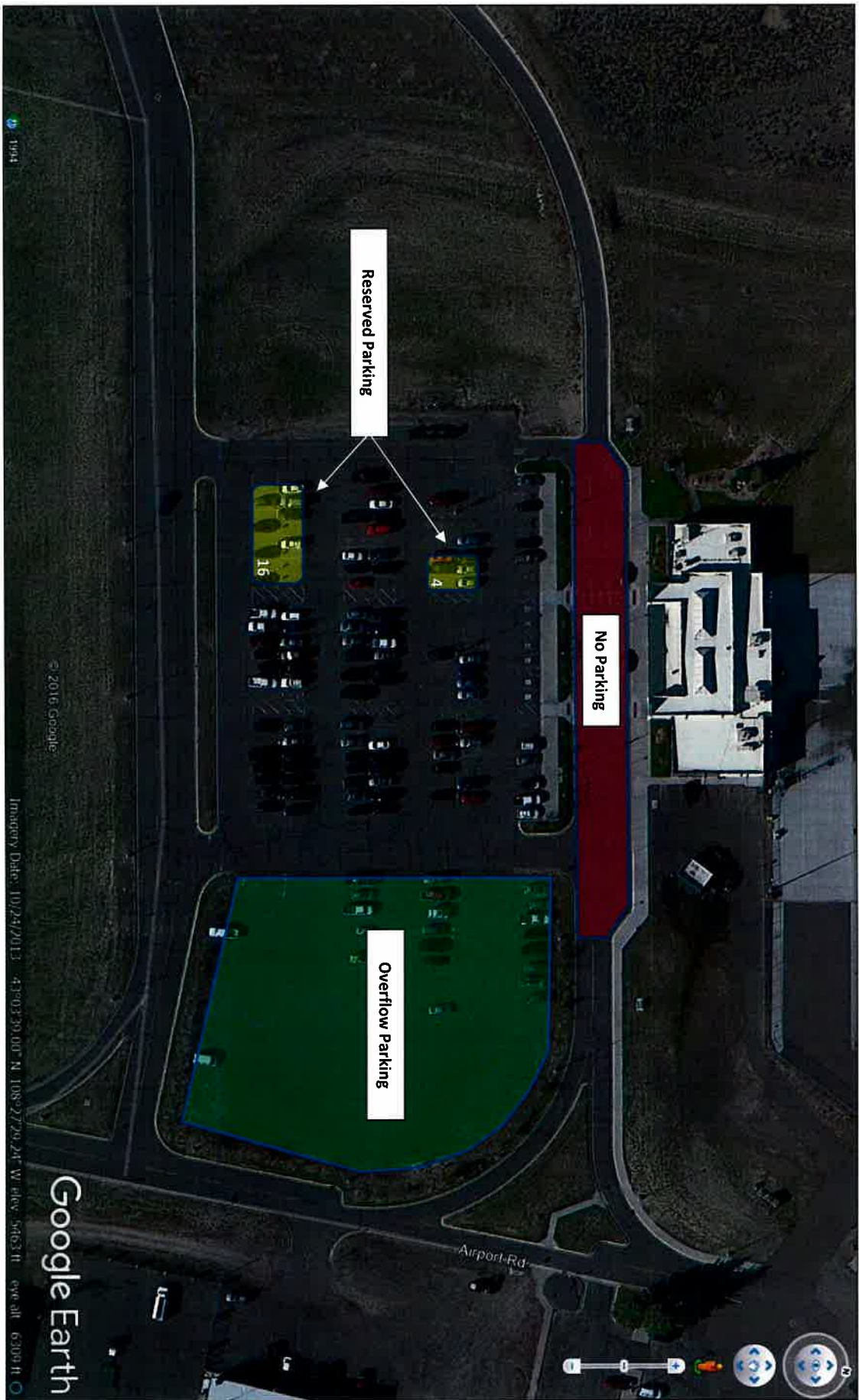
Witness my hand and official seal.



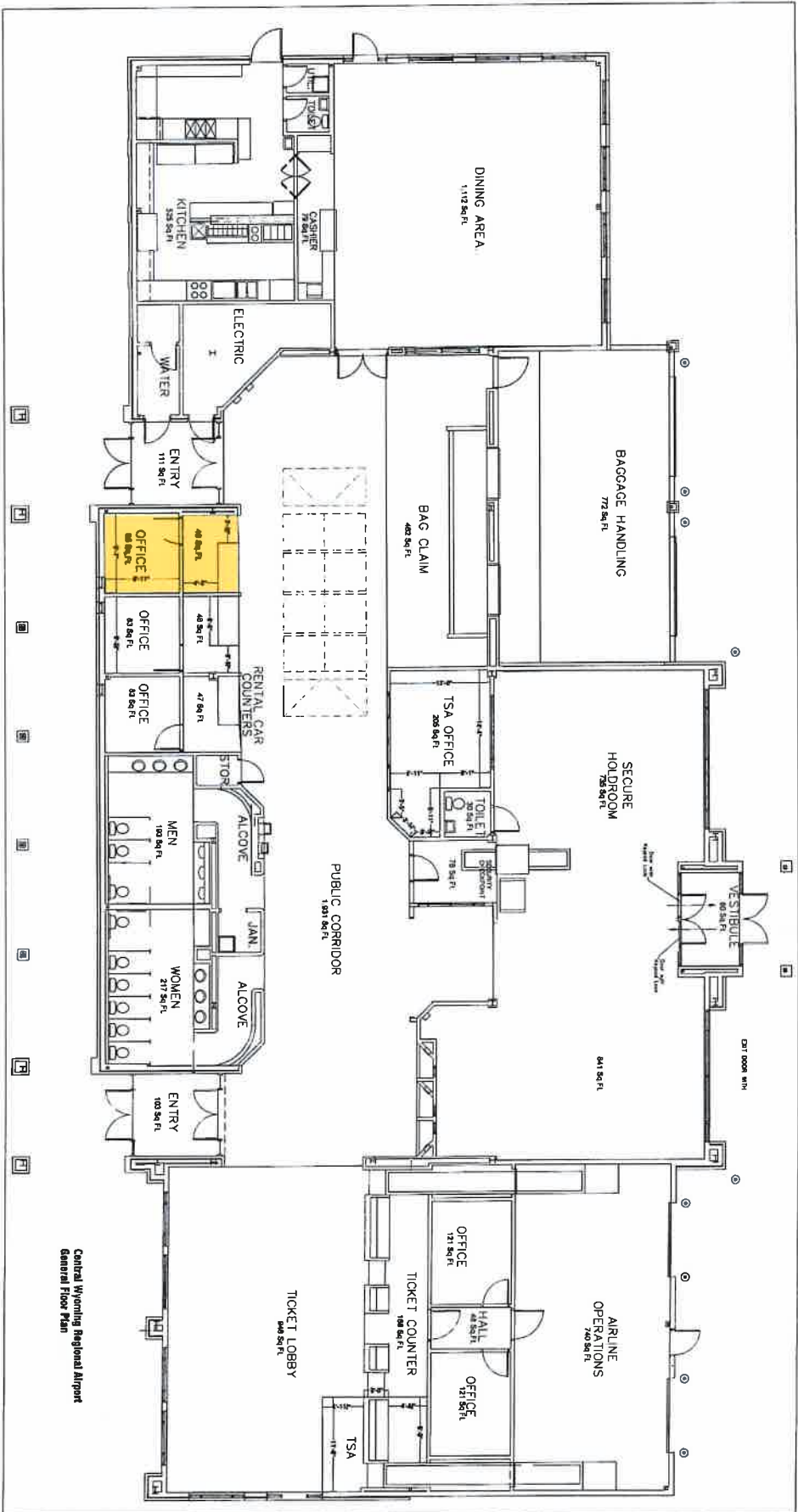
Kristin Watson

Notary Public

My Commission expires: Oct. 29, 2023




# Pricelless Car Rental Terminal Lease Space



Central Wyoming Regional Airport  
General Floor Plan

## CITY COUNCIL STAFF REPORT

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

**FROM:** Kyle J. Butterfield, Public Works Director 

**THROUGH:** Anthony Tolstedt, City Administrator

**DATE:** April 6, 2021

**SUBJECT:** Airport Grant Agreement – American Recovery Plan Act

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**Recommendation:** The City Council accepts a grant in the amount of \$59,000 from the American Recovery Pan Act (ARPA) and gives signatory authority to the Public Works Director.

**Background:** ARPA was signed into law on March 11, 2021. It included nearly \$8 billion in funds to be awarded as economic relief to eligible U.S. airports and eligible concessions at those airports to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) pandemic.

To distribute CRRSAA funds to airports, the Federal Aviation Administration (FAA) established the Airport Coronavirus Response Grant Program (ACRGP). The FAA has written grants to all airports that are part of the national airport system, including all commercial service airports, all reliever airports, and some public-owned general aviation airports.

**Discussion:** Under ACRGP, the FAA established the following distribution criteria for ARPA:

1. Primary commercial service airports, those with more than 10,000 annual passenger boardings, will share \$6.5 billion based on the number of annual boardings, in a similar way to how they currently receive Airport Improvement Program (AIP) entitlement funds.
2. Primary commercial service airports will share an additional \$800 million based on the number of annual boardings, and these funds will then be available for these airports to provide relief from rent and minimum annual guarantees to on-airport car rental, on-airport parking, and in-terminal airport concessions. Airports will provide this relief to each airport concession based on its proportional share of the total annual rent and minimum annual guarantees for the airport.
3. Non-primary commercial service and general aviation airports will share \$100 million based on their airport categories, such as National, Regional, Local, and Basic.
4. Airport Improvement Program (AIP) grants awarded this year will be awarded at a 100-percent federal share.

Applications for ARPA funds must be submitted by November 30, 2021 and the budget period for the grant is four years. The FAA intends to award grants and obligate these funds on an expedited basis. Airports may use ARPA funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. As with the CARES Act and CRRSAA grants, recipients should follow FAA's Policy and Procedures Concerning the Use of Airport Revenues.

Central Wyoming Regional Airport is currently categorized as a non-primary commercial service airport and will receive CRRSAA funds from the \$100 million designated from the \$8 billion allocation. The FAA has specifically awarded the airport \$59,000 in ARPA grant monies.

**Budget Impact:** Revenues received from ARPA were estimated in the FY22 budget at \$24,000. The \$35,000 difference in actual allocation will be amended into the budget are not included in the FY22 budget. It will also be included in subsequent fiscal years (up to four) if a grant balance exists at the end of the fiscal year.

<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation            *Other (Specify) _____ <input type="checkbox"/> Revision
*3. Date Received: NA	4. Applicant Identifier: RIW (Central Wyoming Regional) Riverton, WY
*5b. Federal Entity Identifier: 56-0024	*5b. Federal Award Identifier:
<b>State Use Only:</b>	
6. Date Received by State:	7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name: City of Riverton	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 83-6000263	*c. Organizational DUNS: 09-714-8696
<b>d. Address:</b>	
*Street 1:                    816 North Federal Blvd _____ Street 2:                    _____ *City:                         RIVERTON _____ County/Parish:             _____ *State:                        WY _____ Province:                    _____ *Country:                    USA: United States _____ *Zip / Postal Code         82501 _____	
<b>e. Organizational Unit:</b>	
Department Name:	Division Name:
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix:                    Mr. _____            *First Name:   Kyle _____ Middle Name:             _____ *Last Name:               Butterfield _____ Suffix:                     _____	
Title:                        Public Works Director	
Organizational Affiliation:	
*Telephone Number: 307-856-3128	Fax Number:
*Email: kbutterfield@rivertonwy.gov	

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

**Federal Aviation Administration**

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

NA

\*Title:

NA

**13. Competition Identification Number:**

NA

Title:

NA

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

\$59,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.



**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
 \*a. Applicant: \_\_\_\_\_ \*b. Program/Project: \_\_\_\_\_

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**  
 \*a. Start Date: NA \_\_\_\_\_ \*b. End Date: NA \_\_\_\_\_

**18. Estimated Funding (\$):**

*a. Federal	_____	\$59,000
*b. Applicant	_____	\$0
*c. State	_____	\$0
*d. Local	_____	\$0
*e. Other	_____	\$0
*f. Program Income	_____	\$0
*g. TOTAL	_____	\$59,000

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**  
 a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.  
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.  
 c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**  
 Yes  No  
**If "Yes", provide explanation and attach**  
 \_\_\_\_\_

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)  
 \*\* I AGREE  
 \*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_  
 Middle Name: \_\_\_\_\_  
 \*Last Name: \_\_\_\_\_  
 Suffix: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\* Email: \_\_\_\_\_

\*Signature of Authorized Representative: \_\_\_\_\_ \*Date Signed: \_\_\_\_\_



# **Federal Aviation Administration**

## **Airport Rescue Grants Frequently Asked Questions**

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$8 billion in grants for airports under the American Rescue Plan Act of 2021 (ARPA).

The Federal Aviation Administration (FAA) has additional information for airport sponsors concerning COVID-19 at [www.faa.gov/airports](http://www.faa.gov/airports).

The guidance here is not legally binding in its own right and FAA will not rely on it as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

In addition to these grants, FAA is administering approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and approximately \$2 billion under the Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act, 2021. For information on CARES Act funding, please visit [https://www.faa.gov/airports/cares\\_act/](https://www.faa.gov/airports/cares_act/). For information on CRRSA Act funding, please visit <https://www.faa.gov/airports/crrsaa/>.

For questions related to all FAA COVID-relief programs, please email [CARESairports@faa.gov](mailto:CARESairports@faa.gov).

These FAQs will be updated periodically.

Subjects Addressed Below

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Questions on Use of General Grant Funding..... 6  
Questions on Grant Application and Agreement..... 10  
Questions on Invoicing and Payments..... 14  
Questions on Grant Closeout..... 16  
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Questions on Workforce Retention..... 27

**General Questions**

**Q1: How does the American Rescue Plan Act benefit airports and airport concessions?**

**A:** On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (Public Law 117-2) (ARPA). Section 7102 of ARPA provides approximately \$8 billion in economic relief to airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports.

**Q2: Where is this funding coming from?**

**A:** The funds are coming directly from the U.S. Treasury’s General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 pandemic. FAA’s Office of Airports will administer these grant funds to airport sponsors.

**Q3: Who is eligible to receive funding under ARPA?**

**A:** ARPA funds are available to most sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA’s current National Plan of Integrated Airport Systems (NPIAS).

**Q4: Are any airports not eligible to receive funding under ARPA?**

**A:** ARPA prohibits funding for any airport that was allocated more than four times its annual operating expenses under the CARES Act (Public Law 116-136). Like under the Coronavirus Response and Relief Supplemental Appropriation Act (Public Law 116-260) (CRRSA), FAA used airports' reported fiscal year (FY) 2018 operating expenses to make this determination. This prohibition affects 31 airports, and their respective ARPA allocations will be zero when FAA announces award allocations.

**Q5: What is the period of availability for FAA to obligate ARPA funding?**

**A:** Funds are available until September 30, 2024, and must be obligated by that date. FAA intends to award grants and obligate these funds on an expedited basis.

**Q6: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for Airport Rescue Grants?**

**A:** No. ARPA states only sponsors of airports in categories defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding under 49 U.S.C. 47115, they are not eligible under ARPA. FAA will award any FY 2021 AIP grant awarded to airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island with a 100% Federal share. See Q-F2 for more information on 100% Federal share.

**Q7: Are airports in U.S. territories eligible for Airport Rescue Grants?**

**A:** Yes. ARPA states only sponsors of airports in categories defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

**Q8: Can an airport sponsor use Airport Rescue Grants and funding from other Federal programs to pay for expenses related to the COVID-19 pandemic?**

**A:** A sponsor may use Airport Rescue Grants for airport operational expenses that arise due to the COVID-19 pandemic. FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not use ARPA funds or submit invoices under its Airport Rescue Grant for the same costs that have been reimbursed under another Federal program.

## Questions on Allocation of Funds

**Q-F1: How will this funding be allocated to airport sponsors?**

**A:** ARPA divides the \$8 billion funding into four groups by formula that result in specific allocations to each eligible airport. The amounts allocated for these four groups are not discretionary; they are set by formula in ARPA. The four groups are:

- (1) 100% Federal Share for Airport Development Grants. Not more than \$608 million is available to pay a Federal share of 100% for any grant awarded in FY 2021, or in FY 2020 with less than a 100% Federal share, for an airport development project, as defined in 49 U.S.C. 47102. Any amount remaining under this paragraph will be allocated as described in Group (2) below. Additional information on how FAA intends to increase the Federal share on grants is described in Q-F2.
- (2) General Grants for Primary Airports. Primary Commercial Service Airports and Certain Cargo Airports share not more than \$6.492 billion based first on the statutory Airport Improvement Program (AIP) primary and cargo entitlement formulas. However, the \$26-million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations. After allocating based on the statutory entitlement formulas, the remainder is then allocated based on the number of enplanements the airport had in calendar year (CY) 2019 as a percentage of total 2019 enplanements for all primary airports. Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.
- (3) General Grants for Nonprimary Airports. Nonprimary Commercial Service and General Aviation Airports share not more than \$100 million, allocated based on the categories (National, Regional, Local, and Basic) published in [the most current NPIAS](#), reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand. Any amount remaining under this paragraph will be allocated as described in Group (2) above. Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.
- (4) Concessions Rent Relief Grants. Primary commercial service airports share not more than \$800 million allocated based on the number of enplanements the airport had in CY 2019 as a percentage of total CY 2019 enplanements for all primary airports. Sponsors receive 2 allocations, a proportional share of \$640 million and a proportional share of \$160 million, to provide relief to small airport concessions and large airport concessions, respectively. More information about concessions rent relief grants is available in the Questions on Concessions Rent Relief section.

**Q-F2: How will FAA pay a 100% Federal share under ARPA?**

**A:** FAA will award the 100% Federal share in a manner substantially similar to how it awarded 100% Federal share grants under CARES. Under CARES, FAA awarded a 100% Federal share for grants awarded under the FY 2020 appropriations for AIP and Supplemental Discretionary grants. All AIP grants awarded during FY 2021 will be awarded at a 100% Federal share, even if those grants are awarded with funds recovered from prior appropriations. All Supplemental Discretionary grants awarded under FAA’s FY 2021 appropriation will be awarded at a 100% Federal share, regardless of when the grant is obligated. In FY 2021, amendments to FY 2020 multi-year AIP grants will be at a 100% Federal share. In FY 2022 and 2023, amendments to FY 2020 multi-year AIP grants will be at a 100% Federal share based on the amendment amounts described in the original multi-year grant agreement. In FY 2022 and 2023, amendments to FY 2021 multi-year AIP grants will be at a 100% Federal share based on the amendment amounts described in the original multi-year grant agreement, if funds remain available. If remaining funds are insufficient to cover all multi-year amendment commitments, FAA will pay the increased Federal share on a proportional basis. FAA will not award an increased Federal share for any Supplemental Discretionary grants awarded under FAA’s FY 2019 appropriation or for any FY 2020 AIP grant that was funded with funds recovered from a prior fiscal year because these grants were not eligible for a 100% Federal share under the CARES Act. Airport sponsors do not have to take further action to receive 100% Federal share funds, and an airport sponsor should submit its SF-424, *Application for Federal Assistance*, with only the amount of the AIP or Supplemental Discretionary grant (i.e., the sponsor’s normal Federal share). FAA will add all increased Federal share funds to the AIP or Supplemental Discretionary grant when those grants are obligated or amended.

**Q-F3: How did FAA use the NPIAS airport categorization to determine ARPA allocations for nonprimary airport sponsors?**

**A:** Under ARPA, not more than \$100 million was allocated to nonprimary airports based on the categories in the [National Plan of Integrated Airport Systems \(NPIAS\) 2021-2025](#), issued September 30, 2020, updated to reflect current status for FY 2021. [FAA Order 5090.5, Formulation of the NPIAS and ACIP](#) defines the criteria for each category or role.

**Q-F4: Why do airports with a NPIAS category of Unclassified not receive an allocation under ARPA?**

**A:** ARPA allocates funds for nonprimary airports based on the percentage of the aggregate published eligible development costs for each category that is then divided evenly among eligible airports in each category. As documented in the NPIAS 2021-2025, consistent with their role in the national airport system, unclassified airports have no development needs identified through 2025.

**Q-F5: Do airport sponsors have to contribute a local match for Airport Rescue Grants?**

**A:** No. Both general and concessions rent relief grants under Airport Rescue Grants are available at a 100% Federal share.

## Questions on Use of General Grant Funding

**Q-U1: How can an airport sponsor use Airport Rescue Grant funds?**

**A:** An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Grant recipients should follow FAA's [Policy and Procedures Concerning the Use of Airport Revenues \("Revenue Use Policy"\)](#), 64 Federal Register 7696 (64 FR 7696), as amended by [79 Federal Register 66282 \(79 FR 66282\)](#). The Revenue Use Policy document provides guidance regarding permitted and prohibited uses of airport revenue. In addition, while ARPA limits the use of funds to certain stated eligible costs, it states that funds may not be used for any purpose not directly related to the airport. Grant recipients also should review the [Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations](#) for clarifying COVID-19 revenue use guidance.

**Q-U2: Can Airport Rescue Grant funds be used to reimburse operational expenses?**

**A:** Yes. FAA will reimburse sponsors for operational expenses directly related to the airport incurred on or after January 20, 2020. Operational expenses are those expenses necessary to operate, maintain, and manage an airport. They include expenses such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies.

**Q-U3: Can Airport Rescue Grant funds be used to reimburse debt service payments?**

**A:** Yes. FAA will reimburse sponsors for debt service payments directly related to the airport that are due on or after March 11, 2021, which is the date of enactment of ARPA.

**Q-U4: Can Airport Rescue Grant funds be used to reimburse monthly payments into a debt service reserve fund?**

**A:** Yes. FAA will reimburse sponsors for monthly payments into a debt service reserve fund (also called a debt service sinking fund or similar name), which are directly related to the airport, that are due on or after March 11, 2021, which is the date of enactment of ARPA. The airport sponsor must ensure that these payments are restricted to only debt service payments. The airport sponsor will submit a detailed invoice summary with its payment request. All documentation of the payment and disbursements must be retained for three years after the grant is closed as required by 2 CFR § 200.334.

**Q-U5: Can Airport Rescue Grant funds be used for new airport development on the airport?**

**A:** Yes. However, there are limitations on the type of development for which the funding can be used. Any development-related costs must be associated with combating the spread of pathogens at the airport. Examples of eligible development would be replacing or upgrading a heating, ventilation, and air conditioning (HVAC) system; reconfiguring the terminal to accommodate increased social distancing; or reconfiguring terminal space or other facilities to accommodate health screening. A sponsor seeking to use the funds for new airport development or construction should contact its local Airports District Office or Airports Regional Office. That office will ensure that such development is consistent with requirements for airport development. The Airports District Office or Airports Regional Office also will assist the airport sponsor with executing a Development Addendum for its intended project.

**Q-U6: Can Airport Rescue Grant funds be used to prepay long-term contracts (for example, shuttlebus operators, janitorial services, security services, fire, and police services)?**

**A:** Yes, provided the prepayment is a *bona fide* transaction in which the airport sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.

**Q-U7: Can Airport Rescue Grant funds be deposited in the airport sponsor's general reserve account (or invest them for future use)?**

**A:** No. FAA would not be able to ensure a potential future use is a use consistent with ARPA requirements.

**Q-U8: Is there a limit on using Airport Rescue Grant funds for operational expenses?**

**A:** No. An airport sponsor may use all of its awarded funds for allowable airport operational expenses or debt service payments.

**Q-U9: Can Airport Rescue Grant funds be used to reimburse for a cost associated with an aeronautical service or product provided by the airport sponsor?**

**A:** Yes, in certain circumstances. Airport Rescue Grant funds are available to reimburse the costs associated with aeronautical products or services offered by the airport sponsor but only when the sponsor certifies it is the only provider of the same product or service at the airport. These services include aviation fuels, equipment, parts, supplies, and facilities for aircraft storage or maintenance. Costs associated with flight training or aviation training are not eligible for reimbursement.



**Q-U10: Can Airport Rescue Grant funds be used to reimburse depreciation?**

**A:** No. Depreciation is not an allowable expense under Airport Rescue Grants. Although depreciation is an allowable operating expense by both 2 CFR part 200 and the Revenue Use Policy, it does not impact cash flow because the cash or donation was considered at the acquisition of the asset, and the asset could have been financed by long-term debt, Federal grants, current funds, or donation.

**Q-U11: Can the Airport Rescue Grant funds be used to reimburse charitable contributions or sponsorships?**

**A:** No. Charitable contributions and sponsorships are not an allowable expense. All reimbursements made under Airport Rescue Grants must comply with 2 CFR part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Section 200.434, “Contributions and Donations” states that contributions and donations, including cash, property, and services, are unallowable.

**Q-U12: Can Airport Rescue Grant funds be used to reimburse economic development efforts?**

**A:** No. Under ARPA, funds are available for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Economic development does not fall into these categories of eligible costs.

**Q-U13: Can Airport Rescue Grant funds be used to reimburse smaller invoices for items such as groceries for snack rooms or meals for airport personnel?**

**A:** As long as the purchases are for purposes eligible under ARPA (as described in Q-U1) and comply with 2 CFR part 200, including the requirement to document the costs adequately, small purchases are eligible for reimbursement. However, it can be difficult to document that these items are directly related to airport use.

**Q-U14: Can Airport Rescue Grant funds be used to reimburse debt service payments that are backed by an approved passenger facility charge (PFC) and paid with PFC funds?**

**A:** No. If PFC funds are available, the PFC funds must be used on any approved PFC project. Airport Rescue Grant funds are not available to be deposited into PFC accounts. In accordance with 14 CFR § 158.39, public agencies cannot hold excess PFC funds in reserve for a future use. In addition, the requirements of 14 CFR part 158 apply for any new projects or changes in scope to existing projects.

**Q-U15: Can Airport Rescue Grant funds be used to reimburse debt service payments that are backed by an approved PFC?**

**A:** Yes. The airport sponsor may supplement debt service payments with other airport revenue and submit a request for payment under its grant. The invoice summary should show the amount of debt service paid with PFC collections and the amount paid with non-PFC funds. The airport sponsor can submit a request for payment under its grant at the same time it submits an amendment to an approved PFC, which decreases the total collection or deletes an approved project, to its local Airports District Office or Airports Regional Office.

**Q-U16: Can Airport Rescue Grant funds be used to reimburse the defeasement of debt backed by an approved PFC?**

**A:** Yes. The airport sponsor can defease the debt with non-PFC funds and submit a request for payment under its grant. However, the airport sponsor must amend its PFC approval, in accordance with the requirements of 14 CFR § 158.37, to reflect the change. A PFC amendment that decreases the total PFC revenue or deletes an approved project does not require airline consultation nor a public comment period. An airport sponsor can submit a request for payment under its grant at the same time it submits an amendment to an approved PFC to its local Airports District Office or Airports Regional Office.

## Questions on Grant Application and Agreement

**Q-GA1: Is a grant application required to receive Airport Rescue Grant funds?**

**A:** Yes. After Airport Rescue Grant awards are announced, FAA personnel will reach out to each airport sponsor to provide an opportunity to submit a grant application. An airport sponsor may contact its Airports District Office or Airports Regional Office if it seeks specific guidance on its grant application.

**Q-GA2: Will FAA use a standard grant application form or one specifically designed for this program?**

**A:** FAA will use the SF-424, *Application for Federal Assistance*.

**Q-GA3: How long after submitting a complete application should an airport sponsor expect to receive a grant?**

**A:** FAA anticipates providing a grant agreement for execution shortly after receiving a complete application.

**Q-GA4: Is there a deadline for submitting an application for an Airport Rescue Grant?**

**A:** Yes. The deadline to apply for a grant is November 30, 2021. After that date, FAA will reallocate any unobligated general grants funds to primary airports based on CY 2019 enplanements as indicated under ARPA, and FAA will reallocate any unobligated concessions rent relief grants funds to primary airports for additional rent relief based on CY 2019 enplanements. (See Q-F1)

**Q-GA5: If an airport sponsor owns or operates multiple airports, may Airport Rescue Grant funds be pooled?**

**A:** No. An airport sponsor should apply for a separate grant for each airport under its control.

**Q-GA6: Is there a deadline by which Airport Rescue Grant funds must be used?**

**A:** Yes. The budget period for Airport Rescue Grants is four years. Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the grant only allowable costs incurred during the budget period.

**Q-GA7: Will FAA use a standard AIP grant agreement or one specifically designed for Airport Rescue Grants?**

**A:** FAA will provide simplified grant agreement(s) shortly after it receives application(s). This simplified agreement includes the requirements under ARPA and makes funds immediately available for operational expenses and debt service payments.

**Q-GA8: Does an Airport Rescue Grant agreement require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?**

**A:** Generally, no. ARPA is silent on whether the requirements of 49 U.S.C. chapter 471 apply to Airport Rescue Grants. Nevertheless, FAA is implementing Airport Rescue Grants in the same manner as it implemented CARES Act Airport Grants and the Airport Coronavirus Response Grant Program. If an airport sponsor uses its grant funds for operational expenses or debt service payments, the standard FAA Airport Sponsor Grant Assurances do not apply. These grants remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. In addition, other laws apply to Airport Rescue Grants, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its grant for new airport development, additional requirements apply (see Q-U5). Additionally, Airport Rescue Grant funds may be used only for the capital and operational costs of the airport. Examples of expenditures that FAA has found to be allowable are provided in the [FAA Revenue Use Policy](#), as clarified by [Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations](#). ARPA does not, however, void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

**Q-GA9: How long do the grant assurances remain in effect for an Airport Rescue Grant agreement?**

**A:** The grant assurances remain in effect for four years from the date of acceptance of the grant offer, which is consistent with the budget period.

**Q-GA10: How does an airport sponsor use Airport Rescue Grant funds for airport development?**

**A:** Funding eligibility under ARPA for airport development is limited (as discussed in Q-U5). However, an airport sponsor seeking to use its grant funds for eligible near-term airport development may amend its initial Grant Agreement and execute a Development Addendum. This process ensures that a sponsor understands the additional reviews and requirements involved. An airport sponsor should be able to complete airport development projects within the four-year budget period of its initial grant. An airport sponsor should not delay or forgo expenditure of grant funds for ongoing airport operational expenses and debt service payments, which are the primary purposes of funds under ARPA.

**Q-GA11: Should an airport sponsor request its full General Airport Rescue Grant award amount even if it intends to use a portion of those funds for airport development?**

**A:** Yes. An airport sponsor should include the full award amount in its grant application. All funds then would be available immediately for operational expenses or debt service payments. An airport sponsor can later request a Development Addendum and use some of those funds for airport development.

**Q-GA12: What information is required for a Development Addendum?**

**A:** An airport sponsor seeking to use its grant funds for airport development should be prepared to provide its local Airports District Office or Airports Regional Office with the following information:

- Application form (Application for Federal Assistance, SF-424) for the proposed development project;
- A description of project;
- Estimated costs; and
- Timeline for completion.

An airport sponsor should also complete the following steps for the airport development project:

- Complete any standards, airspace, and environmental reviews or approvals including airport geometry assessments, if applicable;
- Complete any other approvals required for the development with the FAA and other agencies;
- Ensure the proposed development is consistent with the approved Airport Layout Plan (ALP) and depicted on the ALP;
- Initiate safety-risk and construction phasing reviews, if applicable; and
- Bid the project to determine the amount to be amended from the initial Grant Agreement and added to the Development Addendum.

FAA recognizes that some proposed development projects have completed many or all of these steps, and those projects may be most suitable for a Development Addendum. Grant agreements for these proposed development projects will include additional requirements.

**Q-GA13: Is a Development Addendum required for maintenance on existing airport facilities (e.g., a terminal building)?**

**A:** Replacing components of a facility in-kind (dimension and material), in the same footprint, does not require a Development Addendum. Projects may include replacing roofing, carpet, or lighting. However, FAA would issue a Development Addendum if an existing facility is improved or expanded provided that project is eligible under ARPA.

**Q-GA14: Do prevailing wage requirements apply to contract expenses reimbursed with Airport Rescue Grant funds?**

**A:** Yes. Consistent with FAA's implementation of CARES Act Airport Grants and the Airport Coronavirus Response Grant Program, any contract for more than \$2,000 involving labor for constructing, repairing, or improving a public-use airport, carried out under a Grant Agreement or Development Addendum, requires contractors to pay labor minimum wage rates as determined by the Secretary of Labor under 40 U.S.C. 3141–3144, 3146, and 3147. Prevailing wage requirements apply, for example, on contracts for replacing windows, repairing equipment, or repairing HVAC. Incidental costs on existing contracts for cleaning services, maintenance, or general upkeep are not subject to prevailing wage requirements.

**Q-GA15: Does FAA's Buy American requirement apply to Airport Rescue Grants?**

**A:** Yes. Airport Rescue Grants are subject to the requirements of 49 U.S.C. 50101, and grant agreements and addenda include Buy American requirements for all projects. The Buy American provision does not apply to operational expenses (as defined in Question Q-U2) and debt service payments.

**Q-GA16: Are there annual financial reporting requirements associated with Airport Rescue Grants?**

**A:** Yes. In accordance with 2 CFR § 200.328, an airport sponsor must submit annually an SF-425, *Federal Financial Report*, for each open Grant Agreement or Development Addendum. This report is due by December 31 of each year. An airport sponsor with a Development Addendum must also submit annually an SF-271, Outlay Report and Request for Reimbursement for Construction Program, by December 31 of each year.

**Q-GA17: Are there any requirements related to mandating masks inside airports associated with Airport Rescue Grants?**

**A:** Yes. Under the [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), (Executive Order 13998) issued on January 21, 2021, the Secretary of Transportation must require masks to be worn in compliance with the [CDC Order](#) in airports, consistent with applicable law. To accomplish this requirement, and to achieve the legislative purposes of preventing and responding to coronavirus disease 2019 (COVID-19), each Airport Rescue Grant agreement will include a special condition that the airport sponsor implement a policy requiring all persons wear a mask, in accordance with the [CDC Order](#) and [TSA Security Directive](#), as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. The CDC and TSA requirements exempt certain categories of persons from the mask-wearing mandate: a child under the age of two, a person with a disability who cannot wear or safely wear a mask because of the disability, or a person for whom wearing a mask would create a risk to workplace safety, health, or job duties. This special condition requires the airport sponsor continue to require masks until Executive Order 13998 is no longer effective. Failure to comply with this special condition may result in suspension of payments or termination of the grant, consistent with 2 CFR §§ 200.339 and 200.340. For additional Department of Transportation guidance on masks, see <https://www.transportation.gov/safety/mask-travel-guidance>.

## Questions on Invoicing and Payments

**Q-11: How will an airport sponsor submit payment requests under a General Airport Rescue Grant?**

**A:** FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. FAA will review payment requests manually. An airport sponsor may submit a detailed invoice summary with its payment request. The invoice summary should include the:

- Grant Number
- Airport Name
- Airport City
- Airport Location Identifier
- Services Rendered Dates
- Invoice Paid Date
- Vendor Name
- Billed Amount
- Payment Request Amount
- Short summary of expenses billed, including, for example:
  - Payroll
  - Utilities/communications (electric, water, phone)
  - Supplies and materials (include a list of all items purchased)
  - Contractual services (include type of work)
  - Insurance
  - Equipment
  - Debt Service Payment (identify whether this is a semi-annual bond payment or monthly payment into a debt service reserve fund)
  - Concessions rent relief
  - Other (explanation of costs and how they are eligible and related to the airport)

The invoice summary should include enough detail to permit FAA to verify compliance with the FAA's Revenue Use Policy. Sponsors must be prepared to submit any invoices, upon request, during the review process as well as retain those invoices and other supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

**Q-I2: If, during review of a request for payment, FAA requires additional documentation to confirm the eligibility of a particular expense, what documentation could be requested?**

**A:** Examples of underlying payment request documentation are:

- Invoices (demonstrating that the goods or services provided directly relate to the airport);
- Bills (demonstrating that the goods or services provided directly relate to the airport);
- Payroll reports from the payroll system of record;
- General ledger reports and subsidiary ledger reports for services provided by the sponsor;
- Current and approved indirect cost rate agreement; or
- Most recently approved local or statewide cost allocation plan.

**Q-I3: Can an airport sponsor request 100% of the available General Airport Rescue Grant funds and use the funds to pay expenses over the next several months?**

**A:** No. An airport sponsor must submit payment requests for incurred expenses only. Requesting funds for reimbursement prior to incurring the invoiced expense is not consistent with the [FAA's Payment Policy](#) and will result in an improper payment that may have to be repaid.



## Questions on Grant Closeout

**Q-C1: What are the procedures for closing out an Airport Rescue Grant for non-development expenses?**

**A:** An airport sponsor will submit a signed closeout report via the U.S. Department of Transportation Delphi eInvoicing system. The report summarizes the categories of expenses covered under the grant and the associated amounts and certifies all:

- Expenses were incurred in accordance with the [FAA's Revenue Use Policy](#) and [2 CFR part 200](#);
- Relief from rent and minimum annual guarantees for concessions, if applicable, was provided on or after March 11, 2021;
- Operational expenses, if applicable, reimbursed were paid on or after January 20, 2020;
- Debt service payments, if applicable, reimbursed were due on or after March 11, 2021;
- Terms and conditions of the Airport Rescue Grant and subsequent addenda were complied with; and
- Expenses requested for reimbursement that were included in an approved PFC application were reimbursed only after a PFC amendment was submitted to FAA.

An airport sponsor will submit a signed closeout report and a completed Standard Form 425, *Federal Financial Report*, with its final payment request. FAA will review these documents prior to processing the final reimbursement. A [sample Airport Rescue Grant closeout report](#) is available.

**Q-C2: Will an airport sponsor be notified that its Airport Rescue Grant is closed?**

**A:** An airport sponsor will receive a grant closeout letter from FAA stating the grant has been closed. After the grant is closed, it remains subject to audit. The airport sponsor must retain grant documentation for three years after the grant is closed as required by 2 CFR § 200.334.

### Questions on Environmental Review

**Q-E1: Are there any environmental review requirements associated with non-construction grants for airport operational expenses and debt service payments?**

**A:** No. These types of grants have no potential to impact the environment and are not subject to NEPA review.

**Q-E2: Are there any environmental review requirements associated with projects funded under a Development Addendum?**

**A:** Yes. FAA will conduct environmental review as necessary consistent with the requirements of the Council on Environmental Quality (CEQ) regulations in 40 CFR parts 1500 through 1508 and the FAA's NEPA implementation procedures. An airport sponsor should contact its Airports District Office or Airports Regional Office to determine the appropriate scope and level of environmental analysis.

**Q-E3: Are there any environmental review requirements associated with increases to 100% Federal share of AIP and Supplemental Discretionary grants?**

All projects funded under FY 2020 and FY 2021 AIP and Supplemental Discretionary grants continue to be subject to environmental requirements. However, no additional environmental analysis is required for the Federal share increase.

**Questions on Administration under the State Block Grant Program**

**Q-SB1: What is the State Block Grant Program (SBGP)?**

**A:** In 1987, Congress authorized FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects at nonprimary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.

**Q-SB2: How will FAA Administer ARPA funding for States participating in the SBGP?**

**A:** The FAA Airport Improvement Program Branch (APP-520) will use its existing relationships with the States participating in the SBGP for administration of the Airport Rescue Grants. These participants have relationships with airport sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

**Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for Airport Rescue Grants?**

**A:** Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout implementation and administration.

**Q-SB4: Do Airport Rescue Grant funding allocations work differently for the SBGP?**

**A:** No. FAA will calculate each airport sponsor's allocation based on formulas in ARPA. FAA will announce these award amounts along with all awards under Airport Rescue Grants.

**Q-SB5: How much ARPA funding may States participating in the SBGP distribute?**

**A:** ARPA provides for specific allocations to each airport sponsor. FAA will aggregate the amounts announced for each airport sponsor into one State award.

**Q-SB6: How may States participating in the SBGP allocate Airport Rescue Grant funds?**

**A:** States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under ARPA. FAA expects States to make these sub-awards on an expedited basis, and for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current pandemic. States must follow 2 CFR part 200 requirements for grant awards and sub-awards. Funds not expended within the four-year budget period are subject to recovery by FAA.

- Q-SB7: What application and grant agreement will be used for sub-grants?**  
**A:** States participating in the SBGP will use a streamlined application and grant agreement process similar to what FAA is using for all grants under Airport Rescue Grants. FAA will provide States with template documents after these grants are announced.
- Q-SB8: What if my State legislature needs to approve the acceptance of ARPA funding?**  
**A:** FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.
- Q-SB9: Can Airport Rescue Grants be sub-awarded to airport sponsors that had previously opted out of the SBGP?**  
**A:** No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted out in FY 2021 or do not participate in the SBGP. FAA will administer grants for those airport sponsors.
- Q-SB10: What are the reporting requirements for Airport Rescue Grants?**  
**A:** States participating in the SBGP will continue the current practice of providing sub-award reporting information on grants to FAA upon request.
- Q-SB11: Will Airport Rescue Grants require end-of-fiscal-year reporting like other AIP funding?**  
**A:** Yes. Airport Rescue Grant funds will be included in the Annual Report of Federal Funding at the end of FY 2021.
- Q-SB12: How will payment requests be submitted for Airport Rescue Grants?**  
**A:** FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.
- Q-SB13: Will FAA audit Airport Rescue Grants administered by States participating in the SBGP?**  
**A:** Yes. FAA will include audits of Airport Rescue Grants in its annual audit process.
- Q-SB14: What documentation is needed for SBGP Airport Rescue Grant drawdown requests?**  
**A:** States participating in the SBGP should provide the same documentation outlined in Q-I1 and Q-I2. States participating in the SBGP must ensure invoices contain only eligible items under ARPA, as detailed throughout this document.

## Questions on Concessions Rent Relief

**Q-CR1: How does an airport sponsor claim its allocation available to provide rent relief to airport concessions?**

**A:** An airport sponsor seeking to use ARPA funds to provide relief from rent and minimum annual guarantee (MAG) obligations to eligible airport concessions may apply for that allocation in an application for a Concessions Rent Relief Airport Rescue Grant. FAA personnel will reach out to each airport sponsor to provide an opportunity to submit a grant application. An airport sponsor wishing to decline its concessions rent relief allocation should not submit application(s), but rather notify its local ADO of its intent to decline.

**Q-CR2: How do airport sponsors provide rent relief to airport concessions?**

**A:** If an airport sponsor accepts its ARPA allocations for concession relief, the sponsor must provide relief from rent and MAG to eligible small airport concessions and eligible large airport concessions. ARPA requires an airport sponsor taking a concession relief grant to provide such relief on a proportional basis (see Q-CR-18) to eligible small airport concessions and eligible large airport concessions, respectively, until the sponsor has provided relief equaling the total allocation amount. More information about the concession relief plan and proportional relief is provided in Q-CR16 and Q-CR18, respectively. Only relief associated with rent due for concession occupancy or commercial use after March 11, 2021, which is the date of enactment of ARPA, is eligible for grant payment.

**Q-CR3: What is an “eligible small airport concession”?**

**A:** An “eligible small airport concession” is a concession (as defined in 49 CFR § 23.3) that is in-terminal and either a small business with maximum gross receipts, averaged over the previous 3 fiscal years, of less than \$56,420,000 or a joint venture (as defined in 49 CFR § 23.3).

**Q-CR4: What is an “eligible large airport concession”?**

**A:** An “eligible large airport concession” is a concession (as defined in 49 CFR § 23.3) that is in-terminal and has maximum gross receipts, averaged over the previous 3 fiscal years, of more than \$56,420,000.

**Q-CR5: Are on-airport car rental and on-airport parking concessions eligible for rent relief under ARPA?**

**A:** The definitions of eligible small airport concession and eligible large airport concession limit eligibility to in-terminal concessions. ARPA, unlike CRRSA, does not list on-airport car rental and on-airport parking concessions for rent relief eligibility. Accordingly, these types of concessions are not eligible to share in this relief. However, to the extent these concessions fall under the definition of in-terminal concession (through either a physical operation in the terminal building or advertising in the terminal building), an airport sponsor may allocate a portion of the concession’s total rent that reflects that in-terminal presence.

**Q-CR6: What is a “joint venture”?**

**A:** A “joint venture” is defined in 49 CFR § 23.3 as an association of an airport concession disadvantaged business enterprise (ACDBE) firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. Joint venture entities are not certified as ACDBEs.

**Q-CR7: What constitutes “rent” for the purpose on relief under a Concessions Rent Relief Airport Rescue Grant?**

**A:** ARPA does not define “rent”. FAA acknowledges there are a variety of contractual arrangements between airports and airport concessions. For that reason, FAA defines “rent” broadly to include any payment to the airport in exchange for operating a concession business at the airport. In consideration of unique circumstances, an airport sponsor may narrow that definition for its airport concessions rent relief plan, but the sponsor must apply that narrowed definition to all concessions at the airport, identify the unique circumstances in its relief plan, and consult with concessions stakeholders on the narrowed definition.

**Q-CR8: What if State laws, local laws, or applicable trust indentures prohibit an airport sponsor from providing relief from rent and MAG to airport concessions?**

**A:** If an airport sponsor is prohibited from providing relief from rent and MAG, it should decline the allocated funds before executing a Concessions Rent Relief Airport Rescue Grant agreement.

**Q-CR9: Can an airport sponsor recover its administrative expenses for providing rent or MAG relief to airport concessions?**

**A:** No. Unlike the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA), administrative expenses are not provided for under ARPA.

**Q-CR10: Can an airport sponsor mix its Airport Rescue Grant concessions rent relief allocations among the primary airports under its control?**

**A:** No. The Airport Rescue Grant allocations for concession relief are specific to each primary airport and must be used by the airport sponsor in a manner consistent with the conditions and requirements of ARPA.

**Q-CR11: Can an airport sponsor mix its Airport Rescue Grant concession rent relief allocations with its general Airport Rescue Grant allocation?**

**A:** No. An airport sponsor must use the Concessions Rent Relief Airport Rescue Grant to forgive rent and MAG obligations of eligible airport concessions. Conversely, it must submit eligible costs for reimbursement under its General Airport Rescue Grant.

**Q-CR12: Beyond the definitions of eligible concessions, are there additional eligibility requirements for a concession to receive relief from rent and MAG?**

**A:** Eligible concessions must be subject to a valid agreement to remit rent or MAG at the specific airport after March 11, 2021, and remain ready, able, and available to provide relevant services, regardless of operating levels of service.

**Q-CR13: Can an airport sponsor provide relief from rent and MAG in excess of the Airport Rescue Grant award?**

**A:** Yes. An airport sponsor must account for proportionality on 100% of each grant allocation to administer the relief to eligible small airport concessions and eligible large airport concessions, respectively. An airport sponsor may provide additional relief, and that relief does not have to be provided on a proportional basis or to airport concessions eligible under ARPA.

**Q-CR14: Are there requirements for an airport concession to obtain rent or MAG relief from an airport sponsor?**

**A:** Although ARPA is silent with respect to concessions that participate in the Small Business Administration's Payroll Protection Program, ARPA funds may not be used for the same purposes that have been covered under another Federal program. For that reason, an airport concession must certify to the airport sponsor that it has not received a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or MAG. An airport sponsor should collect these certifications and retain them as supporting documentation. A [sample Airport Concession Certification](#) is available.

If an airport sponsor becomes aware that a concession is ineligible for concessions rent relief under an Airport Rescue Grant, the airport sponsor is responsible for addressing any improper relief benefit. The airport sponsor must notify the FAA at CARESAirports@faa.gov as soon as practicable after becoming aware of the improper relief benefit, and FAA will provide additional guidance on how to proceed.

**Q-CR15: Can an airport sponsor apply some requirements upon concessions and accept a Concessions Rent Relief Airport Rescue Grant?**

**A:** Yes. Sponsors may include some valuable considerations in exchange for rent relief, even if that rent relief is to be funded under a Concessions Rent Relief Airport Rescue Grant, provided these considerations are equitably applied to all concessions at the airport. For example:

- Sponsors may require certifications that each eligible concession continues operating (or remains ready, able, and available to operate) at the airport.
- Sponsors may include phased reopening schedules and expect cooperation with regard to varying levels of service during periods of changing demand.
- Sponsors may provide rent relief to a concession that is in arrears for rent, if the concession is providing minimum acceptable services, or demonstrating that it is ready, able, and available to provide minimum acceptable services, and the airport sponsor elects to provide forbearance. However, any relief provided under a Concessions Rent Relief Airport Rescue Grant must be for rent or MAG due after March 11, 2021.
- Sponsors may require recipients of rent relief to equitably share that relief among other entities that form a business relationship to provide concessions services at the airport to promote readiness to operate and avoid disruption of service or quality of services offered.

Sponsors should not request concession relief reimbursement for concessions that are not operating (or ready, able, and available to operate) at the airport. Sponsors should not impose or induce lease terms unrelated to those valuable and necessary considerations to enhance coordination of operations during the pandemic and recovery. Sponsors should not compel new lease agreements, or extensions to leases beyond the duration of occupancy correlated to the amount of rent relief provided unless the sponsor and concession mutually agree that a longer extension is necessary.



**Q-CR16: What should an airport sponsor include in an airport concessions rent relief plan to facilitate FAA review of payments under a Concessions Rent Relief Airport Rescue Grant?**

**A:** An airport concessions rent relief plan describes how an airport sponsor plans to use its Concessions Rent Relief Airport Rescue Grant. That plan should identify:

- ACDBE and joint venture concessions;
- Date(s) of consultation with eligible concessions (see Q-CR20);
- Base-line time period and rent income from each concession used to calculate proportional share (see Q-CR18);
- Proportional share of rent or MAG for each concession (see Q-CR18);
- Any consideration received in exchange for relief (see Q-CR15);
- Date of airport concession certification (see Q-CR14);
- Any concession that certified to taking a PPP second draw loan (see Q-CR14); and
- Any special circumstances or adjustments made to the allocation (see Q-CR19).

A payment request should include the information shown in the example below. A [sample Airport Concessions Rent Relief Plan](#) is available.

**Q-CR17: If an airport sponsor has no concessions that satisfy the definition of either eligible small airport concession or eligible large airport concession, can both allocations be used to provide relief from rent and MAG to all in-terminal airport concessions on a proportional basis?**

**A:** FAA anticipates that, in rare circumstances, an airport may have either no eligible small concessions or no eligible large concessions. The airport would certify to those circumstances on its concessions rent relief plan (see Q-CR16), include that certification as part of its consultation with airport concessions stakeholders, and then allocate both concessions rent relief allocations proportionally among all eligible concessions at the airport.

**Q-CR18: How does an airport sponsor calculate the proportional share for eligible concessions?**

**A:** An airport sponsor first determines its population of eligible concessions for each concessions rent relief allocation. An airport sponsor should choose an appropriate baseline time period to calculate the proportional share. That baseline time period should be relevant to the expected duration of relief to be provided and reflect a normal operating environment. Examples of a baseline time period are calendar year 2019, first quarter of 2020, or February 2020, but the baseline time period should not be after the first quarter of 2020. An airport sponsor should calculate the proportional share based on rent collected during the baseline time period. If an airport sponsor chooses a period shorter than a full year, it may make adjustments based on a percentage of contractual MAG obligation, but those adjustments should be identified in the concessions rent relief plan. An airport sponsor then uses the calculated proportional share to determine the amount of rent relief available for each concession.

**Q-CR19: Can an airport sponsor apply some adjustments to its proration of rent relief due to special circumstances?**

**A:** Yes. There are certain circumstances justifying adjustments to the rent relief proration. For example, these include:

- Only concessions paying rent at each airport for occupancy or commercial-service activity after March 11, 2021, can receive ARPA relief. As such, a concession that is no longer operating (or ready, able, and available to provide relevant services, regardless of operating levels of service) at the airport should not be included in the proportional share calculation, or in the total rent income baseline, unless a new entity has replaced a departed entity with a similar location and activity.
- If a current concession operating and paying rent at the airport replaced a concession operating in the baseline time period, in a like manner, the relief proportion should be applied to the new concession.
- If a current concession operating and paying rent at the airport replaced a concession operating in the baseline time period, in a like manner, but with differing lease rates or square footage, the sponsor may make reasonable adjustments to its proportional ratios to reflect the difference.
- If a concession is replaced in a similar location, but as a different service or on significantly differing business terms, the sponsor should explain reasonable adjustments it makes for such circumstances when requesting reimbursement.

Sponsors should make short comments relevant to simple adjustments per the examples above. More complex adjustments for multifactor circumstances, such as change in tenant or change in rate and change in use-type, may require more explanation. See Q-CR16 for examples of comments in the airport concessions rent relief plan.

**Q-CR20: Should an airport sponsor consult with its concession stakeholders on its rent relief program?**

**A:** Yes, an airport sponsor should consult with its concession community, generally, to gather suggestions, and preview its plan. The sponsor cannot alter proportionality of relief provided but may adjust timing or format of relief.

**Q-CR21: Can an airport sponsor use a Concessions Rent Relief Airport Rescue Grant for rent relief if it agreed to provide rent relief before March 11, 2021?**

**A:** Yes, but only to the extent that an airport sponsor is forgiving rent or MAG due for periods of occupancy and/or commercial-use after March 11, 2021 (for example, rent due for April 2021). An airport sponsor must demonstrate that rent relief is provided on a proportional basis to all eligible small airport concessions and all eligible large airport concessions. An airport sponsor also must demonstrate that the relief provided equals at least the proportional share for the concession.

**Q-CR22: Can an airport sponsor apply the proportional share for each concession as a credit against rent due after March 11, 2021?**

**A:** Yes. An airport sponsor can apply an eligible concession's proportional share as a credit against future rent due and maintain that credit until it is exhausted by the concession. An airport sponsor should require the concession agree to continue operating (or agree to remain ready, able, and available to operate) at the airport until the rent credit is exhausted.

**Q-CR23: How will an airport sponsor submit payment requests under a Concessions Rent Relief Airport Rescue Grant?**

**A:** FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. FAA will review payment requests manually. An airport sponsor may submit an Airport Concessions Rent Relief Plan that includes the information detailed in Q-CR16 with its payment request. An airport sponsor may submit a payment request for the full or partial amount on the concessions rent relief grant provided the plan demonstrates the total amount of rent relief provided equals at least the grant amount. Sponsors must be prepared to submit additional documentation, upon request, during the review process as well as retain all supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

## Questions on Workforce Retention

**Q-WF1: Are there specific workforce retention requirements for accepting Airport Rescue Grant funds?**

**A:** Yes. A sponsor of a small, medium, or large hub airport must continue to employ, through September 30, 2021, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. This requirement is an extension of the workforce retention requirement under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and CRRSA. An airport sponsor must certify compliance with the CARES, CRRSA, and ARPA workforce retention requirements at the time of execution of its Airport Rescue Grant. The workforce retention requirement does not apply to non-hub or non-primary airports.

**Q-WF2: When do small, medium, and large hub airport sponsors report their respective compliance with the employee retention requirement?**

**A:** Provided an airport sponsor is current with its workforce retention reporting under CARES and CRRSA, it must report quarterly employment totals as of June 30 and September 30, 2021. All reports are due to FAA within 15 days of the end of each quarter.

**Q-WF3: Where should ARPA workforce retention reports be submitted?**

**A:** ARPA workforce retention reports should be submitted to [CARESAirports@faa.gov](mailto:CARESAirports@faa.gov). Please include “Workforce Retention Report” and your airport’s city, State, and three-letter airport location identifier in the email subject line.

**Q-WF4: What information must be included in a workforce retention report and certification?**

**A:** That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors do not need to count contractors providing services other than airport management, tenants, or concessionaires. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor has unique circumstances (such as using seasonal employees or contractors for airport management or operations), it should report that information in as much detail as possible in the initial report so any subsequent retention reporting can be substantiated.

**Q-WF5: What format is required for ARPA workforce retention reports?**

**A:** There is no particular format for reporting baseline and quarterly workforce retention counts but a total number of airport employees should be included in the submission. Airport sponsor personnel with appropriate knowledge or authority, such as the human resources director, chief financial officer, or payroll officer should validate the information.

**Q-WF6: Are payroll records or any other documentation required for workforce retention reports?**

**A:** Airport sponsors do not need to submit payroll records. However, airport sponsors must retain all supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

**Q-WF7: Are waivers from the ARPA workforce retention requirement available?**

**A:** The Secretary of Transportation may waive the workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. To request a waiver of the ARPA workforce retention requirement, an airport sponsor should send a waiver request to CARESAirports@faa.gov no less than 30 days before the quarterly report due date. The waiver request should come from a person authorized to sign AIP grants and describe how the workforce retention requirement causes a direct economic hardship on the airport or reduces aviation safety or security. The airport sponsor should include any additional documentation that supports its request. FAA will respond expeditiously.

**Q-WF8: What are the consequences for failing to meet workforce retention reporting requirements?**

**A:** If a sponsor of a small, medium, or large hub airport does not meet the workforce retention reporting requirements under either CARES, CRRSA, or APRA, reimbursements under the sponsor's Airport Rescue Grant(s) may be suspended. FAA will continue to work with the sponsor to meet these reporting requirements, but continued non-compliance may result in termination of the grant and recovery of reimbursements.