

### City of Riverton Regular Council Meeting Tuesday, June 21, 2022 at 7:00 pm Riverton City Hall Council Chambers

816 N Federal Blvd. Riverton, WY 82501

#### At 6:45 P.M. on Tuesday, June 21, 2022, 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.
- 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 7, 2022 Regular Council Meeting.
  - Approval of the Minutes June 7, 2022 Executive Session.
  - Approval of the Minutes June 14, 2022 Special Council Meeting.
  - Approval of the Minutes June 21, 2022 Finance Committee Meeting.
  - Approval of the Finance Committee Recommendations June 21, 2022.
  - Approval of the Municipal Court Report for the month of May 2022.
  - Open Container Permit Applications: Baked on Broadway, Taste of Riverton/Summer Concert Series @ City Park June 24, 2022, July 22, 2022, & August 19, 2022, 4:00 pm 11:00 pm; and Baked on Broadway, Happy Days @ City Park July 8, 2022, 4:30 pm 10:00 pm & July 9, 2022, 10:00 am 7:00 pm.
- 9) Wind River Visitor Council Board Appointment: Julie Buller.
- 10) Consideration of Ordinance No. 22-005, 2<sup>nd</sup> Reading: RMC Title 17 Zoning Definition.
- 11) Consideration of Ordinance No. 22-006, 2<sup>nd</sup> Reading: R4 Residential Zoning Revision.
- 12) Consideration of Memorandum of Understanding: WYDOT for Commercial Air Service.

Reports and Comments:

- 13) Council Committee Reports and Council Members' Roundtable.
- 14) City Administrator's Report.
- 15) Mayor's Comments.
- 16) Executive Session if needed.
- 17) Adjourn.

#### RIVERTON CITY COUNCIL Minutes of the Regular Council Meeting Held June 7, 2022 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: Karla Borders, Lindsey Cox, Mike Bailey, Dean Peranteaux, Kyle Larson, and Kristy K. Salisbury. Council Member Cox led the pledge of allegiance; and Council Member Bailey conducted the invocation.

Roll call was conducted. Mayor Gard declared a quorum of the Council.

City Staff present were: City Clerk/Human Resource Director Kristin S. Watson, City Administrator Tony Tolstedt, Police Chief Eric Murphy, Finance Director Mia Harris, Community Development Director Mike Miller, and Administrative Assistant Tisha Tuttle.

<u>Approval of the Agenda</u> – Council Member Peranteaux moved, seconded by Council Member Cox to approve the agenda as presented. Motion passed unanimously.

<u>Communication from the Floor/Response to Citizen's Comments</u> – Carol Harper approached the Council in regards to the Chamber of Commerce and the Riverton Ambassador's merger.

<u>Consent Agenda</u> – City Clerk/Human Resource Director Kristin S. Watson read the consent agenda items by title only: Approval of the Minutes – May 17, 2022 Regular Council Meeting; Approval of the Minutes – May 17, 2022 Executive Session; Approval of the Minutes – May 24, 2022 Council Work Session; Approval of the Minutes – June 7, 2022 Finance Committee Meeting; Approval of the Finance Committee Recommendations – June 7, 2022 claims to be paid in the amount of \$355,253.67, manual checks in the amount of \$2,087.65, and payroll & liabilities for 5/20/22 in the amount of \$480,291.41 for a total of \$837,632.73; and Replat: Mountain View Acres Fourth Subdivision Lot 2; Petitioner Jeffrey Menzies. Council Member Larson moved, seconded by Council Member Borders to approve the consent agenda as presented. Motion passed unanimously.

**Public Hearing & Consideration of Firework Permit Applications: Riverton Rendezvous & Riverton Little League** – City Clerk/Human Resource Director Kristin Watson reported of two applications received in the City Clerk's office for firework shows to take place on June 30, 2022 and July 16, 2022 at the Saban Complex and Jaycee Park, respectively. Council Member Salisbury moved, seconded by Council Member Bailey to open the public hearing. Motion passed unanimously. There being no one to approach the Council regarding the firework permit applications, Council Member Bailey moved, seconded by Council Member Borders to close the public hearing. Motion passed unanimously. Council Member Cox moved, seconded by Council Member Salisbury to approve the fireworks permit applications for Riverton Little League and Riverton Rendezvous Committee. Motion passed unanimously.

<u>Public Hearing & Consideration of Ordinance No. 22-005, 1<sup>st</sup> Reading: RMC Title 17 Zoning Definition</u> – Community Development Director Michael Miller presented Ordinance No. 22-005 which defines "open parking garage" in title 17 of the Riverton Municipal Code. City Clerk/Human Resource Director Kristin Watson read Ordinance No. 22-005 by title only. Council Member Larson moved, seconded by Council Member Bailey to open the public hearing. Motion passed unanimously. There being no one wishing to speak, Council Member Bailey moved, seconded by Council Member Larson to close the public hearing. Motion passed unanimously.

Council Member Borders moved, seconded by Council Member Cox to adopt Ordinance No. 22-005 on first reading. Motion passed unanimously.

<u>Public Hearing & Consideration of Ordinance No. 22-006, 1<sup>st</sup> Reading: R4 Residential Zoning Revision</u> – Community Development Director Michael Miller presented Ordinance No. 22-006 which amends Riverton Municipal Code (RMC) 17.40.020 "Lot Area" and RMC 17.40.030 "Height and Floor Area". City Clerk/Human Resource Director Kristin Watson read Ordinance No. 22-006 by title only. Council Member Larson moved, seconded by Council Member Borders to open the public hearing. Motion passed unanimously. Planning Commission Member Bethany Baldes approached the Council in support of the zoning changes. With no one else to address the Council, Council Member Bailey moved, seconded by Council Member Borders to close the public hearing. Motion passed unanimously. Council Member Bailey to adopt Ordinance No. 22-006 on first reading. Motion passed unanimously.

<u>Consideration of Airport Ground Leases: Transferring from M&J Leisure, LLC to Henderson Strategic</u> <u>Fund, LLC</u> – Public Works Director Kyle Butterfield reported on a request received to transfer two ground leases, located at the Central Wyoming Regional Airport, from M&J Leisure, LLC to Henderson Strategic Fund, LLC. The first lease is a hangar supporting Classic Air Medical and the second supports fuel tanks privately operated by Classic Air Medical.

Council Member Peranteaux moved, seconded by Council Member Borders to approve the transfer or assignment of rights, privileges, uses, or interest in the Lease and Concession Agreement on Lot 7 of the Tank Farm Plat between the City of Riverton and M&J Leisure, LLC to Henderson Strategic Fund, LLC. Motion passed unanimously.

Council Member Salisbury moved, seconded by Council Member Bailey to approve the transfer or assignment of rights, privileges, uses, or interest in the ground lease agreement at 4690 Airport Road between the City of Riverton and M&J Leisure, LLC to Henderson Strategic Fund, LLC. Motion passed unanimously.

<u>Council Committee Reports & Council Members' Roundtable</u> – Council Member Salisbury thanked Janet Winslow for her service to the Chamber as well as the Council for their continued support of the Riverton Medical District; Council Member Larson reported on the Airport Board Meeting and the FCSWDD Meeting he attended;. Council Member Peranteaux discussed the FCSD #25 Recreation Board Meeting; Council Member Bailey commented on the Airport Board Meeting; Council Member Cox reported on participating in the Dancing with the Stars, reported on the ongoing Senior Citizen Center projects, and the FCSD #25 Recreation Board Meeting she attended; and Council Member Borders reported on the upcoming Wyoming Association of Municipalities (WAM) Convention she will be attending.

<u>City Administrator's Report</u> – City Administrator Tony Tolstedt informed the Council of the upcoming Special Meeting to be held on June 14, 2022 at 5:30 pm. Mr. Tolstedt also reported on RECDA & IDEA Inc meeting, the enplanements from RIW and the upcoming WAM Convention. In addition, Mr. Tolstedt congratulated City Clerk Kristin Watson on her re-appointment from Governor Gordon to serve on the State Historical Records Advisory Board (SHRAB).

<u>Mayor's Comments</u> – Mayor Gard thanked Janet Winslow for her service on the Riverton Chamber of Commerce as well as commented on the current sales & use tax received by the City, the airport enplanements, and the canal embankments. Mayor Gard reported on the following meetings he attended: FCAG, Leadership Team Meeting, DUI Taskforce, and Planning Commission.

<u>Executive Session – Real Estate</u> – Council Member Peranteaux moved, seconded by Council Member Larson to convene into Executive Session for the purpose of Real Estate and Personnel at 8:24 p.m. Motion passed unanimously. Mayor Gard invited City Administrator Tony Tolstedt and City Clerk/Human Resource Director Kristin Watson to attend the Executive Session. Council Member Larson moved, seconded by Council Member Cox to reconvene into regular Session at 9:04 p.m. Motion passed unanimously.

<u>Adjourn</u> – There being no further business to come before the Council, Mayor Gard adjourned the Regular Council Meeting at 9:04 p.m. There was no objection from the Council.

CITY OF RIVERTON, WYOMING

Richard P. Gard Mayor

ATTEST:

Kristin S. Watson City Clerk/Human Resource Director

Publication Date:

#### RIVERTON CITY COUNCIL Minutes of the Special Council Meeting Held June 14, 2022 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: Karla Borders (arrived at 5:33 pm), Lindsey Cox, Mike Bailey, Dean Peranteaux, Kyle Larson and Kristy Salisbury. Council Member Salisbury led the pledge of allegiance; and Council Member Larson conducted the invocation.

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

City Staff present: Deputy City Clerk/Human Resource Generalist Megan Sims, City Administrator Tony Tolstedt, Public Works Director Kyle Butterfield, Police Captain Wes Romero, Finance Director Mia Harris, Community Development Director Michael Miller, and Administrative Assistant Tisha Tuttle.

<u>Approval of the Agenda</u> – Council Member Salisbury moved, seconded by Council Member Bailey to approve the agenda as presented. Motion passed unanimously.

**Public Hearing & Consideration of Resolution No. 1449: Adoption of Fiscal Year 22-23 Budget** – City Administrator Tony Tolstedt presented Resolution No. 1449 on the proposed budget for Fiscal Year 2022-2023. Deputy City Clerk/Human Resource Generalist Megan Sims read Resolution No. 1449 by title only. Council Member Peranteaux moved, seconded by Council Member Cox to open the public hearing for the consideration of Resolution No. 1449. Motion passed unanimously. There being no one to approach the Council regarding Resolution No. 1449, Council Member Salisbury to close the public hearing. Motion passed unanimously. Council Member Salisbury to close the public hearing. Motion passed unanimously. Motion passed by Council Member Salisbury to close the public hearing. Motion passed unanimously. Motion passed unanimously. Seconded by Council Member Salisbury to close the public hearing. Motion passed unanimously. Motion passed unanimously.

<u>Adjourn</u> – There being no further business to come before the Council, Mayor Gard adjourned the Regular Council meeting at 5:38 p.m. There was no objection from the Council.

CITY OF RIVERTON, WYOMING

Richard P. Gard Mayor

ATTEST:

Kristin S. Watson City Clerk/Human Resource Director

Publication Date:

#### RIVERTON MUNICIPAL COURT REPORT

#### CASH RECEIPTING APRIL 29THROUGH MAY 26, 2022

TOTAL DOCKETS	S FO	R MAY 100													
	TOT	ΓAL	AD	/IN					CF	REDIT					TOTAL
DATE	REC	CVD	FEE	S	FIN	IES	COS	STS	CA	ARD	BOND	VCF	RE	ST	RECVD
4/29-5/5/22	\$	3,558.00	\$	6.00	\$	847.00	\$	20.00	\$	960.00	\$ 1,700.00				\$ 3,558.00
5/6-512/22	\$	4,220.00	\$1	,379.00	\$	991.00	\$	10.00	\$	540.00	\$ 1,100.00		\$	200.00	\$ 4,220.00
5/13-5/19/22	\$	1,739.00	\$	4.00	\$	505.00	\$	20.00	\$	1,210.00					\$ 1,739.00
5/20-5/26/2022	\$	2,270.00	\$	57.00	\$	651.00	\$	20.00	\$	692.00	\$ 750.00	\$100.00			\$ 2,270.00
															<u>\$ -</u>
SUB TOTAL	\$	11,787.00	\$1	,446.00	\$	2,994.00	\$	70.00	\$	3,402.00	\$ 3,550.00	\$ 100.00	\$	200.00	\$ 11,787.00
VCF	\$	100.00													
REST	\$	200.00													
BOND M	\$	3,550.00													
OVER PAY		\$25.00													
BCK GRNDS															
E Shoshone	\$	40.00													
WRC	\$	310.00													
TOTAL	\$	8,262.00													
												JUDGE M	CKI	EE	



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: Brigett Bunker	ADDRESS, CITY, STATE, ZIP:				
ORGANIZATION (IF APPLICABLE);					
CONTACT PHONE NUMBER:	CONTACT EMAIL ADDRESS:				
307-851-9952	bunksbbq1@gmail.com				
NAME & PURPOSE OF EVENT:					
Taste of Riverton					
LOCATION OF EVENT:					
City Park					
DATE(S) OF EVENT:					
06-24-2022, 07-22-2022, 08	-19-2022				
TIME OF EVENT:					

FROM 8		AM <sub>to</sub> 10	)		PM
WILL THE EVENT OCCUP	Y A PUBLIC AREA? (park, street, et	rc.) WIL	LL THE EVENT HAVE A	LOUDSPEAK	ER?
YES	NO IF YES, PLEAS	SE COMPLETE SECTION 1.	YES	NO 🔳	IF YES, PLEASE COMPLETE SECTION 3.
WILL THE EVENT HAVE A	LCOHOL PRESENT?	WIL	LL THE EVENT HAVE F	IREWORKS?	
YES	NO IF YES, PLEAS	E COMPLETE SECTION 2.	VES	NO NO	IF YES, PLEASE COMPLETE SECTION 4.
				a <del>n n</del> e	

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 on under 21 years of age will be allowed access to any alcoholic beverages during the function and assumes responsibility for civil and criminal liability in the event a person under the age of 21

consumes or possesses alcohol at the function.

		FOR OFFICE USE ONLY
SECTION 1: PUBLIC AREA USE PERMITS	2	
PARK RESERVATION	\$30.00	30.00 pd 04-18-2022
STREET OR RIGHT-OF-WAY CLOSURE	\$50.00	집 김 태양은 이번 것이 같은 것이 같은 것이 못했는 것이 없다. 것이 것이 없다.
SECTION 2: ALCOHOL PERMITS		
OPEN CONTAINER*	\$25.00	
	\$50.00	
MALT BEVERAGE	\$50.00	· [ [ [ [ ] ] [ ] [ ] ] [ ] [ ] [ ] [ ]
MANUFACTURER'S OFF-PREMISE	\$50.00	이 것은 동안에는 것도 사망했다. 동안에 걸려 주는 것은 것이 많이 많이 많이 많이 했다.
SECTION 3: LOUDSPEAKER PERMIT	2 Million (1967 - 1	
	\$25.00	
SECTION 4: FIREWORKS PERMIT		
FIREWORKS*	\$25.00	
TOTAL PAYMENT: 105.00		
*REQUIRES COUNCIL APPROVAL	ieka nitera 4	· 영화 (MAC) : : : : : : : : : : : : : : : : : : :

EVENT INFORMATION

SECTION 1: PUBLIC AREA USE

	SEC	CTION 2: AL	COHOE PERIVITS
TYPES OF PERMITS:	FEE:	CODE PROVI	SION:
OPEN CONTAINER*	\$25.00	RMC 5.04.070 /	Allows alcoholic beverages on City property by permit with Council approval only.
CATERING	\$50.00		Allows retail liquor license holders to sell alcohol or malt beverages outside of their licensed building.
MALT BEVERAGE	\$50.00		Allows for the sale of malt liquors only for a picnic, bazaar, fair, rodeo, or similar gathering.
	\$50.00	KIVIC 5.04,100 /	Allows for the sale of product at meetings, conventions, private parties, dinners, or similar gatherings. WILL UNDERAGE CHILDREN BE PRESENT?
NUMBER OF PEOPLE IN ATTENDANCE: unknown			
<b>Open Container Permit from 4:00 p</b>	m to 11:0	00 pm	
IF UNDERAGE CHILDREN WILL BE PRESENT, PLEASE EXPLA	IN HOW YOU	WILL ENFORC	E THE PROHIBITION OF UNDERAGE DRINKING AT YOUR EVENT:
ID/ wristbands			
OPEN CONTAINER PERMIT (OUTSIDE EVENTS ON PUBLIC	PROPERTY O	R RIGHT-OF-V	JAY ONLY):
The sale of alcohol is not permitted.			
Open containers are not allowed outside of the permitted a	rea.		
The location shall be left clean and free of debris.			
*REQUIRES COUNCIL APPROVAL		Signature of Ap	plicant
	1128-7.00		CE USE ONLY
DATE PAID: PUBLI	C HEARING DATE		# OF PERMITS APPROVED:
APPROVED / DENIED BY COUNCIL ACTION ON:			- City Clerk Signature
OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:			
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CATERING PERMIT (RETAIL LIQUOR LICENSE HOLDER ON	LY):		
LIQUOR LICENSE HOLDER:			
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PLEASE EXPLAIN YOUR SECURITY PLAN:			·
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			V O -
PLEASE DESCRIBE IN DETAIL HOW THE PERMITED AREA IN	WHICH SALE	S. POSSESSION	, AND CONSUMPTION OF ALCOHOLIC BEVERAGES WILL BE RETRICTED:
		,	
wrist bands / rope	or ar	th C	bundle w booths
· · · · · · · · · · · · · · · · · · ·			
PLEASE DESCRIBE YOUR DESIGNATED DRIVER PLAN (i.e. o	ifer free beve	rages to desig	nated drivers, provide taxis, etc.)
Safe ride			$\bigcirc$
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			41,
			-Kills
		Signature of Ap	Silcan Sill
	AL		
DATE PAID: AMOUNT PAI	D:		
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	D:		CE USE ONLY
APPROVED / DENIED ON: 617 2022	D:		CE USE ONLY
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APPROVED / DENIED ON: 617 2022	D:		CE USE ONLY
APPROVED / DENIED ON: 617 2022	D:		CE USE ONLY
APPROVED / DENIED ON: 6/7/2022. OTHER CONDITIONS SET FORTH BY CHIEF OF POLICE (OR DESIGNEE):	D:		CE USE ONLY

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SECTION 2: ALCOHOL PERMITS continued on next page....

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# CITY OF RIVERTON

#### 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 INFO	ORMATION		
NAME OF APPLICANT/RESPONSIBLE PARTY:			ADDRESS, CITY, S	TATE, ZIP:	
Jason Hawk					
ORGANIZATION (IF APPLICABLE):					
Bar 10					
CONTACT PHONE NUMBER:			CONTACT EMAIL	ADDRESS:	
307-851-0486			bar10w	/yo@gmail.com	
NAME & PURPOSE OF EVENT:					
Happy Days Cond	cert				
LOCATION OF EVENT:					
City Park					
YATE(S) OF EVENT:					
07-09-2022	gth?	8th.	gen		
TIME OF EVENT:	<u>y</u>				
FROM 12	PM	то	11:30	РМ	
WILL THE EVENT OCCUPY A PUBLIC AREA?	(park, street, etc.)		WILL THE EVENT	HAVE A LOUDSPEAKER?	

YES	NO	IF YES, PLEASE COMPLETE SECTION 1.	YES	NO NO	IF YES, PLEASE COMPLETE SECTION 3.
WILL THE EVENT HAV	VE ALCOHOL PR	ESENT?	WILL THE EVENT HA	VE FIREWORKS	?
YES	NO NO	IF YES, PLEASE COMPLETE SECTION 2.	YES	NO	IF YES, PLEASE COMPLETE SECTION 4.

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

For alcohol related permits, the applicant accepts all responsibility for ensuring that no on 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
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그는 그들은 사람 것 가지? 이 것이 것 것 같아요? 것이지 않는 것	AT 2 11 - 5 288	FOR OFFICE USE ONLY
SECTION 1: PUBLIC AREA USE PERMITS	A	
PARK RESERVATION	\$30.00	Open for public
STREET OR RIGHT-OF-WAY CLOSURE	\$50.00	Waive park & loud speaker fees
SECTION 2: ALCOHOL PERMITS	STATISTICS.	The part man period its
OPEN CONTAINER*	\$25.00	
	\$50.00	
MALT BEVERAGE	\$50.00	이 같은 바라 가지 않는 것을 많은 것을 가지 않는 것을 다 있다.
MANUFACTURER'S OFF-PREMISE	\$50.00	
SECTION 3: LOUDSPEAKER PERMIT	av - 55, 41	· · · · · · · · · · · · · · · · · · ·
	\$25.00	
CTION 4: FIREWORKS PERMIT		
FIREWORKS*	\$25.00	
TOTAL PAYMENT: +75 +50.00	XX Y	2= \$150.00
*REQUIRES COUNCIL APPROVAL		and the second state of the se

EVENT INFORMATION

	SE	CTION 2: ALCOHOL PERMITS
TYPES OF PERMITS:	FEE:	CODE PROVISION:
OPEN CONTAINER*	\$25.00	RMC 5.04.070 Allows alcoholic beverages on City property by permit with Council approval only.
	\$50.00	RMC 5.04.230 Allows retail liquor license holders to sell alcohol or malt beverages outside of their licensed building.
MALT BEVERAGE	\$50.00	RMC 5.04.100 Allows for the sale of malt liquors only for a picnic, bazaar, fair, rodeo, or similar gathering.
MANUFACTURER'S OFF-PREMISE	\$50.00	RMC 5.04.100 Allows for the sale of product at meetings, conventions, private parties, dinners, or similar gatherings.
NUMBER OF PEOPLE IN ATTENDANCE: unknown		WILL UNDERAGE CHILDREN BE PRESENT?
JULY 8th = 4:30 pm - 10pm	t July	9th - 10:00 cm - 1:00 pm
IF UNDERAGE CHILDREN WILL BE PRESENT, PLEASE EXPLA	IN HOW YOU	J WILL ENFORCE THE PROHIBITION OF UNDERAGE DRINKING AT YOUR EVENT:
TIPS training	1/	Llrist band to
OPEN CONTAINER PERMIT (OUTSIDE EVENTS ON PUBLIC	PROPERTY	OR RIGHT-OF-WAY ONLY):
The sale of alcohol is not permitted.		
Open containers are not allowed outside of the permitted an The location shall be left clean and free of debris	'ea.	12.10
The location shall be left clean and free of debris.		1-SHA
*REQUIRES COUNCIL APPROVAL		Signature of Applicant
DATE PAID: PUBLIC	HEARING DAT	FOR OFFICE USE ONLY E: # OF PERMITS APPROVED:
OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:		City Clerk Signature
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CATERING PERMIT (RETAIL LIQUOR LICENSE HOLDER ON	LY):	
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X Baked on 2 Please explain your security plan: Check I. O. 's, T.p	2508	aushy
check I.O.'s, Tip	train	er employees
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PLEASE DESCRIBE IN DETAIL HOW THE PERMITED AREA IN	WHICH SALE	ES, POSSESSION, AND CONSUMPTION OF ALCOHOLIC BEVERAGES WILL BE RETRICTED:
wrist bands / roped	ofk	area /border w/ booths
	for froe how	orages to designated drivers, provide taxis, etc.)
PLEASE DESCRIBE YOUR DESIGNATED DRIVER PLAN (i.e. of	ler nee beve	erages to designated drivers, provide taxis, etc.)
		$\wedge$
Safe side	-	
		- KILI
		Signature of Applicant
	5. • / J. = S	FOR OFFICE USE ONLY
DATE PAID: AMOUNT PAI	D:	# OF PERMITS APPROVED:
APPROVED / DENIED ON:		
		City Clerk Signature
如形住 CONDITIONS SET FORTH BY CHIEF OF POLICE (OR DESIGNEE):		가장적 동물 소리는 것을 만들고 않는 것 것을 다 같은 것을 다 가지 않는 것을 가지 않는 것을 수 없다.
ESm		것 같아요. 이번 이야지 않는 것을 가지 않아 싶다. 생각 부분권 방법은 가격했는 것
THER CONDITIONS SET FORTH BY CITY CLERK (OR DESIGNEE):		
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SECTION 2: ALCOHOL PERMITS continued on next page

## **CITY COUNCIL ACTION MEMO**

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

FROM: Anthony Tolstedt, City Administrator

DATE: June 17, 2022

#### SUBJECT: WRVC Appointment – Julie Buller

**<u>Recommendation</u>**: That Council approve the appointment of Julie Buller to the WRVC for a three-year term.

**Background:** The Wind River Visitors Council exists through the approval and implementation of a joint powers agreement. The City of Riverton appoints two positons to the WRVC. The City of Riverton previously appointed Julie Buller to fill a vacancy on the WRVC.

**Discussion:** The current term for the position filled by Julie Buller is set to expire in July of 2022. Julie Buller has expressed interest in filling the appointed positon for a three-year term beginning in July. The Mayor seeks to appoint the applicant to the position for the denoted term.

Alternatives: Council may concur or reject the proposed appointment.

**Budget Impact:** The approval of the proposed appointment does not carry with it any additional costs.

**<u>Council Goals</u>**: The provided ordinance seeks to promote or develop the positive aspects of Riverton as denoted in *Council Goal #1*.

## **CITY COUNCIL STAFF REPORT**

TO:His Honor the Mayor and Members of the City CouncilFROM:Michael Miller – Director of Community DevelopmentTHROUGH:Anthony Tolstedt – City AdministratorDATE:June 21, 2022SUBJECT:ORDINANCE 22-005 – TITLE 17 ZONING DEFINITION ADDITION

**<u>Recommendation</u>**: The City Council adopt on Second Reading Ordinance No. 22-005, Title 17 Zoning Definition Addition

**Background:** This definition addition was brought forth from the Planning Commission when City Council requested the Planning Commission provide research and recommendations regarding R-4 Residential zoning.

**Discussion:** Adding this definition in Riverton Municipal Code will allow developers to build open parking structures that follow engineering and building code within the City of Riverton.

Changes to RMC 17.05.010 Definitions

"Open parking garage" means a Type I or Type II construction open on two or more sides. Use is exclusively for parking or storage of vehicles. A side is considered open when the total area of the distributed openings are not less than 50% of the exterior projected area. An engineered or standard approved foundation design is required. It is required to meet or exceed wind and snow loading per local design criteria.

Planning Commission approved Ordinance No. 22-005 Title 17 Zoning Definition Addition on May 5<sup>th</sup>, 2022

City Council approved Ordinance No. 22-005 Title 17 Zoning Definition Addition on June 7th, 2022

<u>Alternatives:</u> In considering Ordinance 22-005, the Planning Commission may explore the following alternative actions:

- 1. Amend Riverton Municipal Code to add the definition for Open Parking Garage
- 2. Deny the request to change the Ordinance and continue to follow current practices and codes
- 3. Approve the changes with amendments and/or stipulations

Budget Impact: Adopting Ordinance No. 22-005 does not directly impact the current budget

#### **PROPOSED ORDINANCE NO. 22-005**

#### AN ORDINANCE AMENDING TITLE 17 "ZONING" TO REVISE CHAPTER 17.08 "DEFINITIONS", SECTION 17.08.010 "DEFINITIONS", 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 is hereby amended to read as follows:

#### **Chapter 17.08 Definitions**

#### 17.08.010 Definitions.

"Open parking garage" means a Type I or Type II construction open on two or more sides. Use is exclusively for parking or storage of vehicles. A side is considered open when the total area of the distributed openings are not less than 50% of the exterior projected area. An engineered or standard approved foundation design is required. It is required to meet or exceed wind and snow loading per local design criteria.

- Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- Section 3. This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING	
PASSED ON SECOND READING	
PASSED ON THIRD READING	
PASSED, ADOPTED AND APPROVED this day of	2022.

#### 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. 22-005 was passed, adopted, and approved by the Governing Body of the City of Riverton on the \_\_\_\_\_ day of \_\_\_\_\_, 2022. 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 CouncilFROM:Michael Miller – Director of Community DevelopmentTHROUGH:Anthony Tolstedt – City AdministratorDATE:June 21, 2022SUBJECT:ORDINANCE 22-006 – R-4 RESIDENTIAL ZONING CHANGES

**<u>Recommendation</u>**: The City Council adopt on second reading Ordinance No. 22-006, R-4 Residential Zoning Changes

**Background:** City Council requested that the Planning Commission conduct research and provide insight into the R-4 Residential Zoning for the City. The Planning Commission formed an R-4 Committee that researched and provided options to change some R-4 zoning requirements. The proposal was presented in front of City Council on April 19th and the changes were received with positivity.

**Discussion:** This ordinance is a change directly based on the R-4 Committees recommendations. Changes to the lot area and height and floor area are being recommended for change in the code to clearly define what is allowed on a lot zoned R-4. The changes recommended remove code that cascades into R-4 from R-1.

Changes to RMC 17.40.020 Lot Area

A. The lot area for a one-family dwelling must be a minimum of four thousand (4,000) square feet;

B. The lot area for a multiple family dwelling must be a minimum of four thousand (4,000) square feet plus four hundred fifty (450) square feet for each additional living unit greater than two;

-C. A. Not more than fifty (50) percent of the lot area may be covered by the main and accessory buildings *except for open parking garages*; and

**D.** *B.* Off-street parking must be provided pursuant to the provisions set forth in Chapter 15.36, as amended. (Ord. 16-004 § 1, 2016; Ord. 07-011 § 1, 2007; prior code Appx. B § 28)

Changes to RMC 17.40.030 Height and floor area

A. The maximum height of any building located in a residential R-4 district must be not more than fifty (50) feet.

B. The floor area of a one-family dwelling must be not less than eight hundred fifty (850) square feet on the first floor level above the ground. The total floor area requirement may be met by adding together the floor area of two or more levels, if:

-1. The basement level is not more than forty-two (42) inches below the ground level; and

-2. The first floor level above the ground has a floor area of not less than six hundred (600) square feet.

- C. The floor area of each living unit in a multiple-family dwelling with two living units must be a minimum of four hundred twenty-five (425) square feet with not less than four hundred twenty five (425) square feet on any one level.

**D.** *B.* The floor area of each living unit in a multiple-family dwelling with more than two living units must be a minimum of three hundred (300) square feet. (Ord. 16-004 § 1, 2016; Ord. 07-011 § 1, 2007; prior code Appx. B § 29)

Planning Commission approved Ordinance No. 22-006 R-4 Residential Zoning Changes on May 5th, 2022

City Council approved Ordinance No. 22-006 R-4 Residential Zoning Changes on on June 7th, 2022.

#### Alternatives:

- 1. Amend Riverton Municipal Code to reflect changes to the lot use and height and floor requirements in an R-4 zoned area
- 2. Deny the request to change Riverton Municipal Code and keep the R-4 Zoning lot use and height and floor requirements as they are
- 3. Approve the changes with amendments and/or stipulations

Budget Impact: Adopting Ordinance No. 22-006 does not directly impact the current budget

#### **PROPOSED ORDINANCE NO 22-006**

#### AN ORDINANCE AMENDING TITLE 17 "ZONING"; CHAPTER 17.40 "R-4 RESIDENTIAL DISTRICT"; SECTION 17.40.020 "LOT AREA"; SECTION 17.40.030 "HEIGHT AND FLOOR AREA" 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 17.40, Section 17.40.020, Section 17.40.030 is hereby amended to include the following:

#### Section 17.40.020 Lot area.

In a residential R-4 district:

A. The lot area for a one-family dwelling must be a minimum of four thousand (4,000) square feet;

B. The lot area for a multiple family dwelling must be a minimum of four thousand (4,000) square feet plus four hundred fifty (450) square feet for each additional living unit greater than two;

-C. A. Not more than fifty (50) percent of the lot area may be covered by the main and accessory buildings *except for open parking garages*; and

**D.** *B.* Off-street parking must be provided pursuant to the provisions set forth in Chapter 15.36, as amended. (Ord. 16-004 § 1, 2016; Ord. 07-011 § 1, 2007; prior code Appx. B § 28)

#### Section 17.40.030 Height and floor area.

A. The maximum height of any building located in a residential R-4 district must be not more than fifty (50) feet.

B. The floor area of a one-family dwelling must be not less than eight hundred fifty (850) square feet on the first floor level above the ground. The total floor area requirement may be met by adding together the floor area of two or more levels, if:

-1. The basement level is not more than forty-two (42) inches below the ground level; and

-2. The first floor level above the ground has a floor area of not less than six hundred (600) square feet.

C. The floor area of each living unit in a multiple family dwelling with two living units must be a minimum of four hundred twenty-five (425) square feet with not less than four hundred twenty-five (425) square feet on any one level.

**D.** *B.* The floor area of each living unit in a multiple-family dwelling with more than two living units must be a minimum of three hundred (300) square feet. (Ord. 16-004 § 1, 2016; Ord. 07-011 § 1, 2007; prior code Appx. B § 29)

**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 and after its passage, approval, and publication as required by law and ordinances of the City of Riverton.

PASSED ON FIRST READING

PASSED ON SECOND READING	
PASSED ON THIRD READING	
PASSED, ADOPTED AND APPROVED this day of	2022.

#### 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. 22-006 was passed, adopted, and approved by the Governing Body of the City of Riverton on the \_\_\_\_\_ day of \_\_\_\_\_, 2022. 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:	Kyle J. Butterfield, Public Works Director
THROUGH:	Anthony Tolstedt, City Administrator
DATE:	June 21, 2022
SUBJECT:	Amendment 2 to Air Service Memorandum of Understanding

**<u>Recommendation</u>**: The City Council approves Amendment 2 to the Memorandum of Understanding (MOU) between the Wyoming Department of Transportation (WYDOT) and the City of Riverton (City).

**Background:** The Commercial Air Service Improvement Act of 2018 (Senate Enrolled Act 40) created the Commercial Air Service Improvement Council to develop a long-term plan to improve air service in the State of Wyoming. The council determined that pursuing a capacity purchase agreement (CPA) for critical need airports and preserving the Air Service Enhancement Program (ASEP) for growth airports was the best course to maintain and improve commercial air service in Wyoming.

The Commercial Air Service Improvement Council developed a Request for Proposals (RFP) soliciting air service providers to implement a state sponsored CPA in Gillette, Riverton, Rock Springs and Sheridan. The council also developed and approved scoring criteria to use for evaluating submittals from interested providers. A selection committee was assembled to review and score proposals from air service providers related to the RFP. From these efforts, the committee determined that SkyWest Airlines best fulfilled the requirements of the RFP and accomplished the plan set out by the council for each of the airports listed in the RFP.

Following the selection of SkyWest Airlines, WDYOT Aeronautics began contract negotiations with the airline. WYDOT remained in contact with the communities involved in the Commercial Air Service Improvement Program throughout the negotiation process. On June 24, 2019, the Aeronautics Commission considered and unanimously approved a CPA contract between the State of Wyoming and SkyWest Airlines.

With a contract in place between the State of Wyoming and SkyWest Airlines, the City of Riverton had the opportunity to opt-in to the Commercial Air Service Improvement Program and receive commercial air service from SkyWest Airlines. The City Council unanimously voted to do so on August 6, 2019. The mechanism by which this was accomplished was an MOU (attached) that detailed the level of service Fremont County could expect under the program. This included flight schedules, block hour costs, seasonal accommodations, community cost requirements, and WYDOT cost requirements. SkyWest Airlines began its service to Central Wyoming Regional Airport on January 12, 2020.

The advent and associated impacts of SARS-CoV-2 (COVID-19) dramatically changed commercial air service across the nation. It also necessitated an amendment to the above referenced MOU. Amendment 1 was proposed to the City Council and approved on January 19, 2021. It allowed WYDOT, the City, and SkyWest Airlines to make frequent and rapid schedule changes in response to market fluctuations and operational impacts caused by COVID-19. It also included the incorporation of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds received by WYDOT and a definition of how they would be distributed to the City.

**Discussion:** The original term of the air service contract between SkyWest Airlines and WYDOT is July 1, 2019 through June 30, 2022. The contract may be extended up to two times with a first term extension of three years and a second term extension of four years. After several months of negotiation and discussion, SkyWest Airlines and WYDOT agreed to enter into the first extension term on May 24, 2022. Consequently, the new term of the air service contract is July 1, 2019, through June 30, 2025, or until subsidy funds supporting the CPA have been exhausted, whichever comes first.

The extended contract between the state and SkyWest Airlines includes new block hour and annual subsidy cost projections for each participating community. The table below denotes the new contract totals associated with Central Wyoming Regional Airport. Thanks to the Commercial Air Service Improvement Program, subsidy costs associated with SkyWest Airlines are shared between WYDOT and the local community at a ratio of 60:40 respectively.

Extended Contract Term					
Contract Period	7/1/2022 - 6/30/2023 7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		
Block Hour Rate	\$3,328	\$3,428	\$3,531		
Projected Annual Subsidy	\$3,670,000	\$3,820,000	\$3,992,000		

The City needs to amend its MOU with WYDOT in order to continue to participate in the Commercial Air Service Improvement Program and receive service from SkyWest Airlines. Amendment 2 proposes the following:

- An update to term of the original MOU to match the CPA contract between WYDOT and SkyWest Airlines; and
- An update to the Scope of Services as they pertain to flight schedules, block hour costs, subsidy cost requirements for the community and WYDOT.

All other terms and conditions of the original MOU remain in effect.

<u>Available Actions:</u> The City Council may consider the following actions, or others it deems fit, when considering Amendment 2 to the air service MOU.

1. <u>Approve Amendment 2</u>: This action allows Riverton to continue to participate in the Commercial Air Service Improvement Program and maintain commercial air service with SkyWest Airlines beyond June 30, 2022. It also commits the community to the new block hour rates and subsidies associated with the new air service contract between the state and SkyWest Airlines.

- 2. <u>Disapprove Amendment 2</u>: This action would lead to the loss of commercial air service from SkyWest Airlines at Central Wyoming Regional Airport on July 1, 2022. It would also preclude the community from receiving matching funds from the state's Commercial Air Service Improvement Program to support airline subsidies. If the council chose to continue commercial air service in Fremont County, it would need to solicit and recruit another air carrier. It would also need to cover the cost of minimum revenue guarantees or subsidies without the assistance of the state. The city could apply for ASEP funds, but it is not certain whether it would receive them. If the city was unable to solicit another carrier, or if the council chose to eliminate commercial service altogether, the Transportation Security Administration (TSA) would begin the process of vacating and decertifying the airport. Revenues associated with ground lease agreements, landing fees, and fuel sales that support the Airport Enterprise Fund would decrease.
- 3. <u>Take no action</u>: The council could choose to delay any action on the proposed amendment. This may lead to a brief suspension of commercial air service until action is taken.

**Budget Impact:** Pursuant to conditions of the MOU and subsequent amendments, the city agrees to reimburse WYDOT forty percent of the costs related to commercial air service provided by SkyWest Airlines. These costs are established by actual block hours and fuel consumed on a quarterly basis. Revenue generated from the ½% economic development tax will support these costs. FAST is also working with the EDGE, LIFT, and MOVE committees to receive funds supporting commercial air service.

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND THE CITY OF RIVERTON

- 1. <u>Parties</u>. The parties to this Memorandum of Understanding (MOU) are the WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), whose address is: 5300 Bishop Blvd Cheyenne, WY 82009, and the City of Riverton (Sponsor), whose address is: 816 N. Federal Blvd. Riverton, WY 82501.
- 2. <u>Purpose</u>. The purpose of this MOU is to define the responsibilities of the respective parties with regards to participation in the Commercial Air Service Improvement Plan (the Plan). Pursuant to this MOU, the parties shall act in a cooperative and collaborative effort to:
  - A. Sustain reliable air service at Wyoming communities participating in the Plan;
  - B. Minimize any potential due amount from commercial airline services for the contract term;
  - C. Achieve the maximum amount of revenue for each respective flight operating in Plan while maximizing passenger ridership;
  - D. Achieve the best use of available aircraft resources so as accomplish the best schedule possible and to minimize unnecessary financial exposure.
- 3. <u>Term of MOU</u>. This MOU shall commence upon the day last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until June 30, 2022. This MOU may be extended up to two (2) times with a first term extension of three (3) years and a second extension of four (4) years with the final term ending June 30, 2029. There is no right or expectation of extension and any extension will be determined at the discretion of WYDOT.
- 4. <u>Payment</u>. WYDOT agrees to pay SkyWest Airlines (The Airline) the invoiced due amount of commercial air service provided under the Plan for the services listed in Attachment **A**, which is attached to and incorporated into this MOU by this reference. The total payment by WYDOT under this MOU shall not exceed the dollar amounts in line d in Attachment A. The Sponsor agrees to pay WYDOT its agreed upon match of forty percent (40%) of each due invoice within forty five (45) days of invoice due date. Payment shall be made quarterly to WYDOT. Should the revenues exceed the associated cost for the billed due amount, payment shall be made in accordance with Section 5(D) of this MOU.

#### 5. <u>Responsibilities of WYDOT.</u>

MOU between WYDOT and The City of Riverton Page 1 of 8

- A. WYDOT will pay the Airline in accordance with Section 4.
- B. WYDOT agrees to participate in regular meetings as needed with Sponsor to discuss matters relating to the agreed upon service.
- C. WYDOT agrees to review all invoices received from the airline for accuracy, notify the Sponsor or airline of any issue, and make all invoices and related information from the airline available to the Sponsor.
- D. Should there be no invoiced due amount for the billing period, WYDOT and the Sponsor will have no obligation to pay for airline services for the billing period. Any amount above the quarterly due amount (Total Net Profit) shall be retained by the Airline for future service credit during the Contract period. Should there be a net profit remaining upon the expiration or termination of this MOU, the parties acknowledge that the Airline will retain one hundred percent (100%) of the Total Net Profits, with sixty percent (60%) retained on behalf of WYDOT to be used for future service to any Wyoming community by the Airline under the Plan, and the remaining forty percent (40%) of the Total Net Profit after a completed contract period shall be retained by the Airline for service under the Plan to the Sponsor's local airport.
- E. WYDOT will coordinate with Sponsor to determine pricing, schedule and revenue management practices and strategies that are a best fit for the community while prioritizing potential revenue. WYDOT agrees that it is in the best interest of the community, the state, and the Plan to manage pricing and revenue to reduce potential financial guarantees as much as possible and instructions conveyed to the airline are made in the interest of maximizing potential revenue and minimizing financial guarantees.
- F. WYDOT will collaborate with Sponsor in any decisions which may have Significant Impact to the respective communities air service covered under the Plan. Significant Impact shall be defined as any long-term schedule changes beyond thirty (30) minutes or service level adjustments that will have an effect of the quality of service.
- G. WYDOT will notify the Sponsor of any decisions that will have Significant Impact to the community with an appropriate amount of time.
- H. WYDOT will work with Sponsor to achieve the most desirable and profitable flight schedule within the parameters of the airline provider including: crew, and aircraft availability, business necessity, operational efficiencies, and demand.
- I. WYDOT will provide assistance with resolving disputes between the Sponsor and the airline provider.
- J. WYDOT will provide information regarding performance benchmarks for the service.

- K. WYDOT will contract for and provide third-party expertise in monitoring flight performance under the Plan and will make available that expertise to the community.
- L. When and if possible, WYDOT will work with the Sponsor to determine where additional flights may or may not be needed to the community. Additional flights beyond the initially agreed schedule will be evaluated on a cost/benefit basis and subject to annual approval from the Wyoming Aeronautics Commission.
- M. WYDOT shall ensure that Sponsor has communicative access to the airline partner.
- N. WYDOT, with assistance from industry consultants, will provide insight and review of pricing and schedules for the community on a monthly basis and pricing and market studies to the Sponsor on an annual basis.
- O. WYDOT will work with the Sponsor and appropriate local organizations to reduce the annual cost per passenger (excluding fuel) to the State by ten percent (10%) per year and provide a plan outlining initiatives to do so. Baseline annual cost per passenger will be a two (2)-year moving average.
  - a. The cost per passenger reduction will take effect after a two (2) year grace period from the first fiscal year of flights under the Plan.
  - b. Calculation of the cost per passenger will be calculated at the end of a fiscal year and include the actual number of revenue paying passengers and total financial contribution by WYDOT excluding fuel costs in accordance with Section D.
  - c. Should the ten percent (10%) annual cost per passenger to the State not be met, WYDOT and the Sponsor will review including but not limited to: service levels and frequencies to the community, WYDOT match amount, and overall revenue performance. WYDOT will then provide recommendations to the Wyoming Aeronautics Commission of options to reduce the State cost per passenger which may include: A reduction of service levels, schedule changes, an increase in local match dollars or directives to the airline to address fares and revenue management.
- P. WYDOT and the Sponsor will annually review service levels, schedules and anything else pertinent to the service before each fiscal year. The Wyoming Aeronautics Commission will review and approve the service levels, schedules, and anything else pertinent to the service before the start of each fiscal year.

#### 6. <u>Responsibilities of Sponsor.</u>

- A. Sponsor will designate a single point of contact to WYDOT for any and all coordination efforts needed.
- B. Sponsor agrees to pay WYDOT in accordance with Section 4 above.

- C. Sponsor agrees to participate in regular meetings with WYDOT to discuss matters relating to the agreed upon service.
- D. Sponsor shall work to maintain a local organization dedicated to air service retention and development for the community.
- E. Sponsor, in conjunction with local organizations, where appropriate, shall create and maintain a marketing and promotional plan dedicated to service under the Plan. A copy of the marketing and promotional plan shall be made available to WYDOT within one (1) month of the service start date and annually with quarterly updates. Inclusive of that plan should be:
  - a. Key performance indicators for tracking effectiveness of plan;
  - b. Forecast budget;
  - c. Plans to coordinate with partner airline provider to leverage airline marketing brand and services and;
  - d. A plan for community engagement and awareness efforts.
- F. Sponsor agrees that it is in the best interest of the Plan to manage capacity, and flight frequency to maintain air service in a manner to continually reduce financial guarantees from WYDOT under the Plan.
- G. Sponsor will work with WYDOT and appropriate local organizations to reduce the annual cost per passenger (excluding fuel) to the State by ten percent (10%) per year and provide a plan outlining initiatives to do so. Baseline annual cost per passenger will be a two (2)-year moving average.
  - a. The cost per passenger reduction will take effect after a two (2) year grace period from the first fiscal year of flights under the Plan.
  - b. Calculation of the cost per passenger will be calculated at the end of a fiscal year and include the actual number of revenue paying passengers and total financial contribution by WYDOT excluding fuel costs in accordance with Section D.
  - c. Should the ten percent (10%) annual cost per passenger to the State not be met, WYDOT and Sponsor will review including but not limited to: service levels and frequencies to the community, WYDOT match amount, and overall revenue performance. WYDOT will then provide recommendations to the Wyoming Aeronautics Commission of options to reduce the State cost per passenger which may include: A reduction of service levels, schedule changes, an increase in local match dollars or directives to the airline to address fares and revenue management.
- H. Sponsor, with its appropriate local organizations, will work to provide an operationally reliable airport for flights covered under the Plan.
- I. Sponsor will collaborate with the airline partner and WYDOT in any decisions or work significantly affecting flights covered under the Plan that may include: changes to the

MOU between WYDOT and The City of Riverton Page 4 of 8 schedule, pricing or revenue management instructions, runway closures or construction, and airport facility construction or changes affecting flights.

- J. Sponsor will notify WYDOT of any potential detrimental factors to flights covered under the Plan including but not limited to:
  - a. Local efforts to recruit new or additional scheduled airline services not covered under the Plan.
  - b. Interest from other airline providers in providing service to a community which will have a detrimental impact to the ridership of flights covered by the Plan.
- K. The Sponsor and WYDOT will annually review service levels, schedules and anything else pertinent to the service before each fiscal year. The Wyoming Aeronautics Commission will review and award funds before the start of each fiscal year.

#### 8. Additional Clarifications:

- A. The Wyoming Aeronautics Commission is the contracting authority for the airline agreement for flights under the Plan.
- B. Pricing and Revenue Management strategies and instructions conveyed to the airline by either party are made in the interest of maximizing potential revenue for covered flights under the Plan.
- C. Flight schedules for flights covered under the Plan will be made to best maximize potential ridership and connections to and from the hub airport(s), but are subject to crew, gating, and aircraft constraints of the airline.
  - a. Decisions made by WYDOT concerning airline schedules are made in the best interest of the Plan in order to minimize the due amount by WYDOT.
- D. Should the Sponsor be unable to pay for service at the agreed upon match provided under the Plan, WYDOT will work to achieve the most affordable alternatives to the Sponsor but reserves the right to discontinue any and all flights under the Plan.
- E. Should any dispute between WYDOT and the Sponsor arise that is not covered in this MOU or through WYDOT or the Wyoming Aeronautics Commission's Policies, the parties agree that the Wyoming Aeronautics Commission will, at the next most convenient time, resolve the dispute.

#### 7. <u>General Provisions</u>.

- A. Amendments. Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- **B.** Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Availability of Funds. Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- **D.** Entirety of Agreement. This MOU, consisting of cight (8) pages; and Attachment A, Scope of Services, consisting of one (1) page, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this MOU and the language of any attachment or document incorporated by reference, the language of this MOU shall control.
- **E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- **F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- **G. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering

into this Contract and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- H. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- I. **Termination.** This MOU may be terminated, without cause, by either party upon ninety (90) days written notice days written notice, which notice shall be delivered by hand or by certified mail.
- J. Indemnification. Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

MOU between WYDOT and The City of Riverton Page 7 of 8 8. Signatures. The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WYDOT: WYOMING DEPARTMENT OF TRANSPORTATION

Brian Olsen, Administrator

SPONSOR: THE CITY OF RIVERTON

KichARD P. GARD - Richard P. Gard, Mayor

8/13/19

#### ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

# 195503

Alysia Goldman, Assistant Attorney General Representing the Wyoming Department of Transportation

8/2/19

MOU between WYDOT and The City of Riverton Page 8 of 8

#### Attachment A: Riverton Regional Airport (RIW) Scope of services under the Wyoming Commercial Air Service Improvement Plan

1. Service to: Denver International Airport (DEN):

Block rate table;
 i. CRJ 1/200 aircraft;

Table 1 CRJ 1/200 Block Hour Rate RIW-DEN (Overnight tag with SHR)

RIW -	July 1, 2019 - June 30, 2020	July 1, 2020 - June 30, 2021	July 1, 2021 - June 30, 2022
	\$2,373	\$2.444	\$2,518

b. Frequency of operations/pattern of Service

Table 2 Monthly Frequency of Operations

	Month	Frequency					
	January	2Dx236	One dai	ly roundtrip (Tag	with SHR); one dai	ly excl. Tue, V	Wed. Sat.
February 2Dx236 One daily roundtrip (Tag with SHR); one daily excl. Tu				ly excl. Tue, V	Wed. Sat.		
	March	2Dx6	Two dai	Two daily roundtrips: Overnight Tag with SHR			
	April	2Dx6	Two dai	Two daily roundtrips; Overnight Tag with SHR Two daily roundtrips; Overnight Tag with SHR			
	May	2Dx6	Two dai				
RIW	June	2Dx6	Two dai	Two daily roundtrips: Overnight Tag with SHR Two daily roundtrips: Overnight Tag with SHR			
	July	2Dx6	Two dai				
	August	2Dx6	Two dai	ly roundtrips; Ove	ernight Tag with SI	IR	
	September	2Dx6	Two dai	ly roundtrips; Ove	ernight Tag with SI	IR	
	October	2Dx6	Two dai	ly roundtrips: Ove	ernight Tag with SI	IR	
	November	2Dx6	Two dai	ly roundtrips: Ove	ernight Tag with SI	IR	
	December	2Dx6	Two dai	Two daily roundtrips; Overnight Tag with SHR			
	c, Se	chedule <sup>1</sup>					
	FREQ	DEPT	ARRV	DEPT TIME	ARRV TIME	TYPE	MONTHS
	D	SHR	RIW	6:00	6:44	CRJ	YEAR-ROUND
	D	RIW	DEN	7:24	8:40	CRJ	YEAR-ROUND
	D	DEN	RIW	20:20	21:43	CRJ	YEAR-ROUND
	D	RIW	SHR	22:13	23:10	CRJ	YEAR-ROUND
	Dx236	DEN	RIW	13:25	14:48	CRJ	JANUARY-FEBRUAR
	Dx236	RIW	DEN	15:18	16:34	CRJ	JANUARY-FEBRUAR

d. Term: July 1, 2019 – June 30, 2022

RIW

DEN

DEN

RIW

Dx6

Dx6

i. Year one: January 12, 2020 - June 30.2020 - Cost not to exceed: \$759.040

14:48

16:34

CRJ

CRJ

MARCH-DECEMBER

MARCH-DECEMBER

13:25

15:18

ii. Year two: July 1, 2020 - June 30,2021 - Cost not to exceed: \$1,746,385<sup>2</sup>

iii. Year Three: July 1, 2021 - June 30,2022 - Cost not to exceed: \$1,837,2572

<sup>1</sup> Schedule times are approximate and subject to Section 5. A. E. of the WYDOT-SkyWest Contract 2 Subject to annual review per Section 2 and 4.A. of the WYDOT-SkyWest Contract

**Contract Cover Sheet** 



Entry Date: 8/1/2019 5:52:09 PM

Department: Wyoming Department of Transportation, Aeronautics Agency Contact: Burke, Shawn Phone: 307-777-3975 Other Agency Contact:

WYOMING ATTORNEY GENERAL'S OFFICE

AUG 0 2 2019

Alysia Goldman APPROVED AS TO FORM w edits

**Client Comments:** 

Contractor/Vendor Name: City of Riverton

Contract Title: RIW CPA MOU

Contract Type: MOU

Contract Amount: 0

**Contract Effective Date:** 

**Contract Expiration Date:** 

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Alysia Goldman

#### AMENDMENT ONE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND THE CITY OF RIVERTON

- 1. <u>Parties</u>. The parties to this Amendment are the WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), whose address is: 5300 Bishop Blvd Cheyenne, WY 82009, and the City of Riverton whose address is: 816 N. Federal Blvd., Riverton, Wyoming, 82501.
- 2. <u>Purpose</u>. This Amendment shall constitute the first amendment to the Memorandum of Understanding (MOU) between WYDOT and the Sponsor. The purpose of this Amendment is to acknowledge the impacts SARS-CoV-2 has levied on travel demand and the need:
  - A. To coordinate schedule changes between WYDOT, the Sponsor and SkyWest Airlines (the Airline) frequently and rapidly.
  - B. To define the distribution of The Coronavirus Aid, Relief, and Economic Security Act (CARES) funds received through the governor's office.
  - C. To amend the Responsibilities of WYDOT.

The original MOU, dated August 29<sup>th</sup>, 2019, defined the responsibilities of the Sponsor and WYDOT for participation in the Wyoming Commercial Air Service Improvement Plan (The Plan) for a total agreed amount not to exceed four million, three hundred fortytwo thousand, six hundred eighty-two dollars(\$4,342,682.00), of which, seven hundred, fifty-nine thousand, and forty dollars (\$759,040.00), is for year one, one million, seven hundred, forty-six thousand, three hundred and eighty five dollars (\$1,746,385.00) for year two, and one million, eight hundred, thirty-seven thousand, two hundred fifty-seven dollars (\$1,837,257.00), for year three, with an expiration date of July 31, 2022.

- 3. <u>Term of the Amendment</u>. This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect though the term of the MOU as amended, unless terminated at an earlier date pursuant to the provisions of the MOU, or pursuant to federal, or state statute, rule, or regulation.
- 4. <u>Amendments.</u>
  - A. As of the Effective Date of this Amendment, Attachment A, Scope of Services under the Wyoming Commercial Air Service Improvement Act, which was attached to the original MOU, is superseded and replaced by Attachment B, Revised Scope of Services, which is attached to this Amendment and incorporated into the original MOU

by this reference. All references to "Attachment A" in the original MOU, and in any amendments thereto, are amended to read: "Attachment B".

**B.** Section 4 of the original MOU is hereby amended to add a second paragraph, which reads as follows

"Service conducted between March 1<sup>st</sup> and December 30<sup>th</sup>, 2020, is eligible to receive financial relief through CARES Act funding as distributed by the Governor's office. Two thirds (.667%) of the invoiced due amount as described in Section 4 will be directly reimbursed through CARES Act funds by WYDOT. The remaining one third (.333%) of the invoiced due amount will be shared between WYDOT at sixty percent (60%) and the Sponsor at forty percent (40%).

#### 5. Amended Responsibilities of WYDOT.

- A. Section 5 of the original MOU is hereby amended to add Subsection Q, which reads as follows:
  - "Q. Due to the erosion of the travel environment and subsequent travel restrictions and advisories levied by SARS-CoV-2 since March 2020, frequent and rapid schedule changes are required to scheduled airline service and will be coordinated by WYDOT with the Airline and the Sponsor on a monthly basis as needed unless otherwise agreed to between WYDOT and the Airline."

#### 6. Amended Responsibilities of Sponsor.

A. Responsibilities of the Sponsor have not changed.

#### 7. Special Provisions.

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original MOU, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign 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 one 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 Agency.

#### 8. General Provisions.

A. Entirety of Agreement. The original MOU, consisting of eight (8) pages, Attachment A, Scope of services under the Wyoming Commercial Air Service Improvement Plan, consisting of one (1) page; this Amendment One, consisting of four (4) pages; and Attachment B, Revised Scope of Services, consisting of one (1) page, 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 INTENTIONALLY LEFT BLANK.

9. <u>Signatures</u>. The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYDOT: WYOMING DEPARTMENT OF TRANSPORTATION

Brian Olsen, Administrator

SPONSOR: THE CITY OF RIVETON

Richard P. Gard, Mayor

12021

#### ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

0

Date

Alysia Goldman, Assistant Attorney General Representing the Wyoming Department of Transportation

Attachment B: Central Wyoming Regional Airport (RIW) Scope of services under the Wyoming Commercial Air Service Improvement Plan

- 1. Service to: Denver International Airport (DEN):
  - a. Block rate table:
    - i. CRJ 1/200 aircraft:

Table 1 CRJ 1/200 Block Hour Rate RIW-DEN

RIW	July 1, 2020 - June 30, 2021	July 1, 2021 - June 30, 2022	
	\$2,444	\$2,518	

#### b. Frequency of operations/pattern of Service:

i. Due to the travel restrictions and volatility of demand caused by COVID-19, monthly operations, schedules and patterns of service will be determined and coordinated per the MOU on a rolling monthly or bi-monthly basis between the Sponsor, WYDOT and the Airline until a regular service pattern can be implemented.

#### c. Schedule<sup>1</sup>:

- i. Due to the travel restrictions and volatility of demand caused by COVID-19, monthly operations, schedules and patterns of service will be determined and coordinated per the MOU on a rolling monthly or bi-monthly basis with the Sponsor, WYDOT and the Airline until a regular schedule can be implemented. A remain overnight flight (RON) will be the preferred baseline schedule activity.
- d. Term: July 1, 2019 June 30, 2022
  - i. Year two: July 1, 2020 June 30,2021 Cost not to exceed: \$1,746,385<sup>2</sup>
  - ii. Year Three: July 1, 2021 June 30,2022 Cost not to exceed: \$1,837,257<sup>2</sup>

<sup>1</sup> Schedule times are approximate and subject to Section 5. A, E. of the WYDOT-SkyWest Contract

<sup>2</sup> Subject to annual review per Section 2 and 4.A. of the WYDOT-SkyWest Contract

Contract Cover Sheet



Entry Date: 6/3/2022 12:14:55 PM

**Department:** Wyoming Department of Transportation, Aeronautics

Agency Contact: Johnson, Mariah (DOT, Aeronautics)

Phone: 3077773975

**Other Agency Contact:** 

WYOMING ATTORNEY GENERAL'S OFFICE

JUN 1 5 2022

Tyler M. Renner APPROVED AS TO FORM

**Client Comments:** 

Contractor/Vendor Name: City of Riverton

Contract Title: MOU - CPA Extension One

Contract Type: Amendment

**Contract Amount:** 0

**Contract Effective Date:** 

**Contract Expiration Date:** 

Status: AG Approved as to Form

**RETURN VIA:** Ink Signature - Pick-up

Assigned Attorney: Tyler Renner

1/1

#### AMENDMENT TWO TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND THE CITY OF RIVERTON

- 1. <u>Parties</u>. The parties to this Amendment are the WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), whose address is: 5300 Bishop Blvd Cheyenne, WY 82009, and the City of Riverton (Sponsor) whose address is: 816 N. Federal Blvd. Riverton, WY 82501.
- 2. <u>Purpose</u>. This Amendment shall constitute the second amendment to the Memorandum of Understanding (MOU) between WYDOT and the Sponsor. The purpose of this Amendment is to:
  - A. To extend the term of the MOU by three (3) years.
  - B. To amend the Scope of Services.

The original MOU, dated August 29<sup>th</sup>, 2019, defined the responsibilities of the Sponsor and WYDOT for participation in the Wyoming Commercial Air Service Improvement Plan (The Plan) for a total agreed amount not to exceed four million, three hundred forty-two thousand, six hundred eighty-two dollars (\$4,342,682.00), of which, seven hundred fiftynine thousand, forty dollars (\$759,040.00), is for year one, one million, seven hundred forty-six thousand, three hundred eighty-five dollars (\$1,746,385.00) for year two, and one million, eight hundred thirty-seven thousand, two hundred fifty-seven dollars (\$1,837,257.00), for year three, with an expiration date of June 30, 2022.

Amendment One, dated January 28<sup>th</sup>, 2021, amended the original MOU to: a) revise the Scope of Services; b) amend Section 4 to include distribution of CARES Act funding; and c) amend the responsibilities of WYDOT.

3. <u>Term of the Amendment</u>. This Amendment shall commence on June 30, 2022 or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the MOU, as amended, unless terminated at an earlier date pursuant to the provisions of the MOU, or pursuant to federal or state statute, rule, or regulation.

#### 4. <u>Amendments.</u>

**A.** As of the Effective Date of this Amendment, Attachment B, Revised Scope of Services, which was attached to Amendment One, is superseded and replaced by Attachment C, First Contract Extension Scope of Services, which is attached to this Amendment and incorporated into the original MOU by this reference. All references to "Attachment B" in Amendment One, and in any amendments thereto, are amended to read: "Attachment C".

Amendment Two to the Memorandum of Understanding between WYDOT and The City of Riverton Page 1 of 3

#### 5. <u>Amended Responsibilities of WYDOT</u>.

**A.** Responsibilities of WYDOT have not changed.

#### 6. Amended Responsibilities of Sponsor.

A. Responsibilities of the Sponsor have not changed.

#### 7. <u>Special Provisions.</u>

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original MOU, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign 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 one 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 Agency.

#### 7. <u>General Provisions</u>.

A. Entirety of Agreement. The original MOU, consisting of eight (8) pages, Attachment A, Scope of services under the Wyoming Commercial Air Service Improvement Plan, consisting of one (1) page; Amendment One, consisting of four (4) pages; and Attachment B, Revised Scope of Services, consisting of one (1) page; this Amendment Two, consisting of three (3) pages; and Attachment C, First Contract Extension Scope of Services, consisting of one (1) page represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral.

#### THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. <u>Signatures.</u> The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

#### WYDOT: WYOMING DEPARTMENT OF TRANSPORTATION

Brian Olsen, Administrator

**SPONSOR:** THE CITY OF RIVERTON

Richard P. Gard, Mayor

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

# 223245

Alysia Goldman, Assistant Attorney General Representing the Wyoming Department of Transportation

Date

Date

10-15-20

Date

#### Attachment C: First Contract Extension Scope of Services Central Wyoming Regional Airport (RIW)

Service to: Denver International Airport (DEN):

Table 1: CRJ 1/200 Block Hour Rate RIW-DEN

1. Block rate table: CRJ 1/200 aircraft

RIW	July 1, 2022-June 30,	July 1, 2023-June 30,	July 1, 2024-June 30,
	2023	2024	2025
	\$3,328	\$3,428	\$3,531

2. Frequency of operations/pattern of Service

SkyWest will attempt to provide two daily round-trips year-round as operationally sustainable. Monthly frequencies and schedule patterns will be coordinated on a monthly basis between SkyWest Airlines and WYDOT.

- 3. Term: July 1, 2022-June 30, 2025
  - a. Year one: July 1, 2022-June 30,2023; Cost not to exceed: \$3,670,000
  - b. Year two: July 1, 2023-June 30,2024; Cost not to exceed: \$3,820,000<sup>1</sup>
  - c. Year Three: July 1, 2024-June 30,2025; Cost not to exceed: \$3,992,000<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> Subject to annual review per Sections 2 and 4.A of the SkyWest-WYDOT Contract