



**City of Riverton**  
**Regular Council Meeting**  
**Tuesday, September 6, 2022 at 7:00 pm**  
Riverton City Hall Council Chambers  
816 N Federal Blvd.  
Riverton, WY 82501

**At 6:45 P.M. on Tuesday, September 6, 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.
- 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 – August 16, 2022 Regular Council Meeting.
  - Approval of the Minutes – August 16, 2022 Executive Session Meeting.
  - Approval of the Minutes – September 6, 2022 Finance Committee Meeting.
  - Approval of the Finance Committee Recommendations – September 6, 2022.
  - Open Container Permit Applications: **Michael Gustin**, Block Party on E Fremont Ave from 10<sup>th</sup> – 12<sup>th</sup> Street – September 9, 2022, 5:00 pm – 12:00 am.; and **Central Wyoming College**, Potluck Dinner @ Sunset Park – September 9, 2022, 5:00 pm – 7:00 pm.
  - Replat: Thompson Subdivision, a portion of Lot 19 Stratton Subdivision; Petitioner: Timothy and Lynn Thompson.
- 9) Introduction & Oath of Office: Camille Bench – Dispatcher.
- 10) Community Spotlight.
- 11) Presentation: Constitution Week Proclamation
- 12) Presentation: Hunger Action Month Proclamation.
- 13) Public Hearing & Consideration of Firework Permit Application: Riverton High School.
- 14) Bid Award: Airport pickup.
- 15) Bid award: Wide area mower.
- 16) Bid award: Zero turn mower.
- 17) Resolution No. 1456: Department of Justice Grant Application.
- 18) Lease Agreement: State of Wyoming, Department of Administration & Information, General Services.

**“Excellence in Service to the Rendezvous City”**

Reports and Comments:

- 19) Council Committee Reports and Council Members' Roundtable.
- 20) City Administrator's Report.
- 21) Mayor's Comments.
- 22) Executive Session – If needed.
- 23) Adjourn.

**RIVERTON CITY COUNCIL**  
**Minutes of the**  
**Regular Council Meeting**  
**Held August 16, 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: Lindsey Cox, Mike Bailey, Dean Peranteaux, Kyle Larson, and Kristy K. Salisbury. Council Member Larson led the pledge of allegiance; and Mayor Gard conducted the invocation.

Roll call was conducted. Council Member Salisbury 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 were: City Clerk/Human Resource Director Kristin S. Watson, City Administrator Kyle Butterfield, Police Chief Eric Murphy, Community Development Director Michael Miller, and Administrative Assistant Tisha Tuttle.

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

**Approval of Employment Contract & Oath of Office – City Administrator** – Mayor Gard introduced Kyle J. Butterfield as the newly appointed City Administrator. Council Member Bailey moved, seconded by Council Member Cox to approve the employment contract for Kyle J. Butterfield, City Administrator. Motion passed unanimously. Mayor Gard conducted the Oath of Office for City Administrator Butterfield.

**Communication from the Floor/Response to Citizen's Comments** – Jose Proo addressed the Council regarding his concerns about the current conditions of the roadways in All Nations housing development. Council and staff provided information to begin working towards possible solutions. Nicole Wagon addressed the Council regarding the current efforts of the Riverton Peace Mission. Ms. Wagon also thanked Mayor Gard, Council Member Bailey, and City Administrator Butterfield for meeting about the potential reestablishment of the Solutions Committee in Fremont County.

**Consent Agenda** – City Clerk/Human Resource Director Kristin S. Watson read the consent agenda items by title only: Approval of the Minutes – August 2, 2022 Regular Council Meeting; Approval of the Minutes – August 2, 2022 Executive Session Meeting; Approval of the Minutes – August 16, 2022 Finance Committee Meeting; Approval of the Finance Committee Recommendations – August 16, 2022, claims to be paid in the amount of \$1,239,149.49, Elan credit card in the amount of \$4,791.75, payroll & liabilities for 7/29/22 in the amount of \$377,569.84, for a total of \$1,621,511.08; Approval of the Municipal Court Report for the Month of July 2022. Council Member Peranteaux moved, seconded by Council Member Salisbury to approve the consent agenda as presented. Motion passed with Council Member Bailey abstaining from the Bailey's claim, and Council Member Peranteaux abstaining from Traveling Computers and Wyonet claims.

**Consideration of Ordinance No. 22-007, 3<sup>rd</sup> and Final Reading: Reckless Animal Ordinance** – City Clerk/Human Resource Director Kristin S. Watson read Ordinance No. 22-007 by title only. This ordinance would amend the Riverton Municipal Code (RMC) 6.08.035 Reckless Animal Owner. Council Member Cox moved, seconded by Council Member Bailey to adopt Ordinance No. 22-007 on third and final reading. A roll call vote was conducted. Motion passed unanimously.

**Consideration of Bid Award: 4X4 Work Truck** – City Administrator Kyle J. Butterfield reported on the bid received for a 4X4 work truck that would replace the 20 year old Collection & Distribution work truck. Council Member Bailey moved, seconded by Council Member Cox to approve the purchase of one (1) 2023 Chevrolet 1-ton 4X4 work truck in the amount of \$46,889.00 from Fremont Chevrolet, Buick, GMC in Riverton, WY. Motion passed unanimously.

**Consideration of Bid Award: Fuel Service Contract** – City Administrator Kyle J. Butterfield reported on the bid received for the fuel service contract. Council Member Larson moved, seconded by Council Member Peranteaux to award Bailey Enterprises, Inc. (Bailey's) the Gasoline and Diesel Fuel Service Contract. Motion passed with Council Member Bailey abstaining from the vote.

**Resolution No. 1454: Updating Signatory Authority** – City Clerk/Human Resource Director Kristin S. Watson reported on the official depositories and designates authorized signers for bank accounts maintained in the name of the City of Riverton, stating the need to change the authorized signers to reflect the recent resignation of the previous City Administrator and the appointment of the new City Administrator. City Clerk/Human Resource

Director Kristin S. Watson read Resolution No. 1454 by title only. Council Member Cox moved, seconded by Council Member Salisbury to approve Resolution No. 1454, designating specific individuals as signatories and alternate signatories on City bank accounts. Motion passed unanimously.

**Resolution No. 1455: Establishing Safety Committee** – Community Development Director Michael Miller reported on the importance of having a safety committee in order to promote the health and well-being of each employee and the public that the employees serve. City Clerk/Human Resource Director Kristin S. Watson read Resolution No. 1455 by title only. Council Member Larson moved, seconded by Council Member Bailey to approve Resolution No. 1455, supporting the establishment of the City of Riverton employee safety committee. Motion passed unanimously.

**Urban System Committee Appointment** – Public Works Director Kyle J. Butterfield reported on a vacancy on the Urban Systems Committee following the resignation of the previous City Administrator, Tony Tolstedt. Council Member Larson moved, seconded by Council Member Peranteaux to appoint City Administrator Kyle J. Butterfield to the Urban Systems Committee. Motion passed unanimously.

**Letter of Support: Table Mountain Living Community** – Mayor Gard reported on the letter of support request by City of Lander for a USDA Community Facilities Grant & Loan Program application for the Table Mountain Living Community. Council Member Salisbury moved, seconded by Council Member Cox to approve the letter of support. Motion passed unanimously.

**Council Committee Reports & Council Members' Roundtable** – Council Member Bailey reported on the meeting with the Mayor, City Administrator and the Riverton Peace Mission. Council Member Cox commended the progress of improvements at the baseball fields. Council Member Salisbury commended the progress of the Sunset Playground improvements. Council Member Larson attended the Fremont County Solid Waste Disposal District meeting. All council members commented on the success of the elections process at the Fremont County Fairgrounds and commended all of the people that worked to make that process efficient.

**City Administrator Report** – City Administrator Kyle J. Butterfield thanked the Council for the opportunity to serve as City Administrator. Mr. Butterfield deferred to city staff on the upcoming Airport Board meeting and Planning Commission meeting.

**Mayor's Comments** – Mayor Gard reported on the Riverton High School freshman orientation event, the Wednesday and Saturday Farmers Markets, Kifaru's grand opening, the Neighborhood Watch meeting, the Riverton Peace Mission meeting, Chapter 56 meeting, and a meeting with Governor Gordon, First Lady Mrs. Gordon, and Eli Bebout. Mayor Gard thanked Greg Tallibas for his willingness to remove graffiti around town and his assistance with the Neighborhood Watch meetings.

**Executive Session – Real Estate** – Council Member Peranteaux moved, seconded by Council Member Bailey to convene into Executive Session for the purpose of Real Estate at 8:14 p.m. Motion passed unanimously. Mayor Gard invited City Clerk/Human Resource Director Kristin S. Watson, City Administrator Kyle J. Butterfield, and Real Estate Representative George Piplica to attend the Executive Session. Council Member Larson moved, seconded by Council Member Bailey to reconvene into regular Session at 8:33 p.m. Motion passed unanimously. Council Member Peranteaux moved, seconded by Council Member Cox to submit a counter offer agreeing to the price offer, contingent upon meeting advertising requirements and agreeing to the drainage easement and approval of the economic development letter. Motion passed unanimously.

**Adjourn** – There being no further business to come before the Council, Mayor Gard adjourned the Regular Council Meeting at 8:34 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**  
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: <u>Michael Gustin</u>	ADDRESS, CITY, STATE, ZIP: <u>1009 E. Fremont Av.</u> <u>Riverton, Wyo. 82501</u>
ORGANIZATION (IF APPLICABLE):	
CONTACT PHONE NUMBER: <u>307-709-0276</u>	CONTACT EMAIL ADDRESS: <u>wygorider1972@gmail.com</u>
NAME & PURPOSE OF EVENT: <u>Block Party</u>	
LOCATION OF EVENT: <u>Fremont Ave. (East)</u>	
DATE(S) OF EVENT: <u>Sept. 9th, 2022</u>	
TIME OF EVENT: FROM <u>5pm</u> PM TO <u>12:00</u> <del>PM</del> <u>AM</u>	
WILL THE EVENT OCCUPY A PUBLIC AREA? (park, street, etc.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 1.	WILL THE EVENT HAVE A LOUDSPEAKER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 3.
WILL THE EVENT HAVE ALCOHOL PRESENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 2.	WILL THE EVENT HAVE FIREWORKS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 4.

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

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

FOR OFFICE USE ONLY	
<b>SECTION 1: PUBLIC AREA USE PERMITS</b>	
<input type="checkbox"/> PARK RESERVATION	\$30.00
<input checked="" type="checkbox"/> STREET OR RIGHT-OF-WAY CLOSURE	\$50.00
<b>SECTION 2: ALCOHOL PERMITS</b>	
<input checked="" 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
TOTAL PAYMENT:	<u>\$ 75.00</u>
*REQUIRES COUNCIL APPROVAL	

EVENT INFORMATION

# SECTION 1: PUBLIC AREA USE PERMITS

## TYPES OF PERMITS:

☐ PARK RESERVATION

☒ STREET OR RIGHT-OF-WAY CLOSURE

FEE:

\$30.00

\$50.00

CODE PROVISION:

FOR USE OF PARK SHELTER AREA

RMC 10.04 TEMPORARY TRAFFIC MODIFICATION

## PARK RESERVATION (SHELTER ONLY):

SPECIAL REQUESTS (i.e. bounce house, stakes, electricity, etc.)

This only reserves the shelter area and does not guarantee cleanliness of facilities or use of restrooms - please plan accordingly.

Alcohol is not permitted without proper permit (see Section 2, if alcohol will be requested).

Bounce houses, tents, stakes, etc. must be approved by parks staff.

The location shall be left clean and free of debris.

*[Signature]*  
Signature of Applicant

## FOR OFFICE USE ONLY

DATE PAID: \_\_\_\_\_

AMOUNT PAID: \_\_\_\_\_

☐ SIGN

☐ WEBSITE

☐ APPROVED / DENIED ON: \_\_\_\_\_

City Clerk Signature

OTHER CONDITIONS SET FORTH BY PARKS SUPERVISOR (OR DESIGNEE):

## STREET OR RIGHT-OF-WAY CLOSURE REQUEST:

LOCATION DESCRIPTION OF DESIRED CLOSURE:

+ Barricades at 10th & E. Fremont and at 12th & E. Fremont

CLOSURE IMPACT (i.e. total closure, partial closure, remain open to traffic) Attach event map and traffic control plan:

closed to thru traffic. Residents can still access their property.

EVENT DESCRIPTION:

x Block Party to get neighbors together and "get to know" who is in the neighborhood.

STREET BARRICADES:

☒ CITY

☐ EVENT SPONSOR

PLEASE EXPLAIN BARRICADE TYPE PER TRAFFIC CONTROL PLAN.

Sawhorse Barricades. (around 2:00 or 2:30 pm)

PLEASE EXPLAIN HOW YOU WILL NOTIFY NEIGHBORS WHO MAY BE IMPACTED BY THE REQUESTED CLOSURE (i.e. door hangers, letters, in-person request, etc.): 1069 E Fremont

Flyers.

STATE HIGHWAYS REQUIRE ADDITIONAL PERMITTING FROM WYDOT

*[Signature]*  
Signature of Applicant

## FOR OFFICE USE ONLY

DATE PAID: \_\_\_\_\_

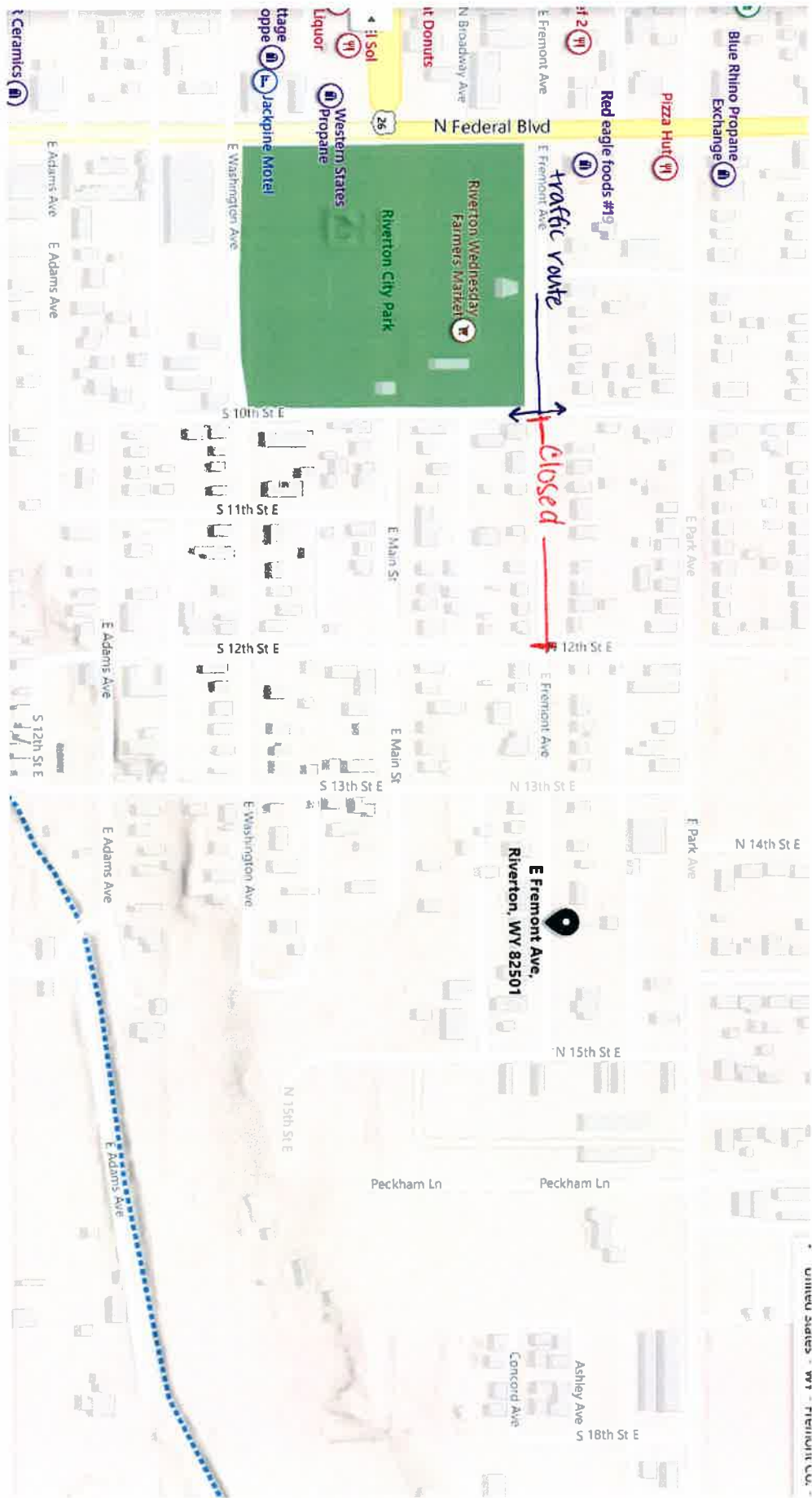
AMOUNT PAID: \_\_\_\_\_

☐ APPROVED / DENIED ON: \_\_\_\_\_

City Clerk Signature

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

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



## SECTION 2: ALCOHOL PERMITS

## TYPES OF PERMITS:

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

## FEE:

\$25.00

\$50.00

\$50.00

\$50.00

## CODE PROVISION:

RMC 5.04.070 Allows alcoholic beverages on City property by permit with Council approval only.

RMC 5.04.230 Allows retail liquor license holders to sell alcohol or malt beverages outside of their licensed building.

RMC 5.04.100 Allows for the sale of malt liquors only for a picnic, bazaar, fair, rodeo, or similar gathering.

RMC 5.04.100 Allows for the sale of product at meetings, conventions, private parties, dinners, or similar gatherings.

NUMBER OF PEOPLE IN ATTENDANCE:

200-300

WILL UNDERAGE CHILDREN BE PRESENT?

☒ YES☐ NO

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

Parents are Responsible For their Children.

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

The sale of alcohol is not permitted.

Open containers are not allowed outside of the permitted area.

The location shall be left clean and free of debris.



Signature of Applicant

## \*REQUIRES COUNCIL APPROVAL

## FOR OFFICE USE ONLY

DATE PAID: \_\_\_\_\_

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

# OF PERMITS APPROVED: \_\_\_\_\_

☐ ☐

APPROVED / DENIED BY COUNCIL ACTION ON: \_\_\_\_\_

City Clerk Signature

OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:

## CATERING PERMIT (RETAIL LIQUOR LICENSE HOLDER ONLY):

LIQUOR LICENSE HOLDER:

PLEASE EXPLAIN YOUR SECURITY PLAN:

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

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

Signature of Applicant

## FOR OFFICE USE ONLY

DATE PAID: \_\_\_\_\_

AMOUNT PAID: \_\_\_\_\_

# OF PERMITS APPROVED: \_\_\_\_\_

☐ ☐

APPROVED / DENIED ON: \_\_\_\_\_

City Clerk Signature

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

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

**MALT BEVERAGE PERMIT (ANY INDIVIDUAL OR ORGANIZATION SELLING MALT BEVERAGES ONLY):**

PLEASE EXPLAIN YOUR SECURITY PLAN:

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

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

Signature of Applicant

**FOR OFFICE USE ONLY**

DATE PAID: \_\_\_\_\_ AMOUNT PAID: \_\_\_\_\_ # OF PERMITS APPROVED: \_\_\_\_\_

☐ ☐  
APPROVED / DENIED ON: \_\_\_\_\_

City Clerk Signature

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

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

**MANUFACTURER'S OFF-PREMISE PERMIT (LICENSED MANUFACTURERS SELLING OWN PRODUCT ONLY):**

PLEASE EXPLAIN YOUR SECURITY PLAN:

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

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

Signature of Applicant

**FOR OFFICE USE ONLY**

DATE PAID: \_\_\_\_\_ AMOUNT PAID: \_\_\_\_\_ # OF PERMITS APPROVED: \_\_\_\_\_

☐ ☐  
APPROVED / DENIED ON: \_\_\_\_\_

City Clerk Signature

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

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

SECTION 3: LOUDSPEAKER PERMIT		
TYPES OF PERMITS:	FEE:	CODE PROVISION:
<input checked="" type="checkbox"/> LOUDSPEAKER	\$25.00	RMC 8.16.010 Allows loudspeakers & amplifiers by permit between 8:00 AM and 12:00 AM
<b>LOUDSPEAKER PERMIT:</b>		
PLEASE EXPLAIN THE NATURE OF EQUIPMENT, THE VOLUME OF AMPLIFICATION, AND THE PURPOSE OF THE SOUND:		
<div style="font-size: 1.2em; font-family: cursive;">Projector Speakers</div>		
Permit only issued for times between 8:00 AM and 12:00 AM. Permit not to exceed four (4) months,		
<div style="font-size: 1.2em; font-family: cursive;">mike [signature]</div> Signature of Applicant		
<b>FOR OFFICE USE ONLY</b>		
DATE PAID: _____	DATES APPROVED: _____	TIMES APPROVED: _____
<input type="checkbox"/> APPROVED / <input type="checkbox"/> 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:	FEE:	CODE PROVISION:
<input type="checkbox"/> FIREWORKS*	\$25.00	RMC 8.04.010 Allows fireworks displays by permit with Council approval only.
<b>FIREWORKS PERMIT:</b>		
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.		
*REQUIRES COUNCIL APPROVAL		<div style="font-size: 1.2em; font-family: cursive;">[signature]</div> Signature of Applicant
<b>FOR OFFICE USE ONLY</b>		
DATE PAID: _____	PUBLIC HEARING DATE: _____	
<input type="checkbox"/> APPROVED / <input type="checkbox"/> DENIED BY COUNCIL ACTION ON: _____		City Clerk Signature
OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:		

SECTION 4: FIREWORKS

**RIVERTON**  
  
**WYOMING**  
**CITY OF RIVERTON**

EVENT APPLICATION

&

USE OF PUBLIC SPACE

# APPROVAL CARD

EVENT INFORMATION	
NAME OF APPLICANT/RESPONSIBLE PARTY: <b>Michael Gustin</b>	ADDRESS, CITY, STATE, ZIP: <b>1009 E. Fremont Av. Riverton, Wyo. 82501</b>
ORGANIZATION (IF APPLICABLE):	
CONTACT PHONE NUMBER: <b>307-709-0276</b>	CONTACT EMAIL ADDRESS: <b>wygorider1972@gmail.com</b>
NAME & PURPOSE OF EVENT: <b>Block Party.</b>	
LOCATION OF EVENT: <b>E. Fremont Av.</b>	
DATE(S) OF EVENT: <b>Sept. 9th 2022</b>	
TIME OF EVENT: FROM <b>5</b> PM TO <b>?</b> PM	

The following application(s):

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

are hereby:

- ☐ APPROVED AS SUBMITTED
- ☐ APPROVED WITH ADDITIONAL CONDITIONS
- ☐ DENIED

on:

Date \_\_\_\_\_

\_\_\_\_\_  
City Clerk Signature

ADDITIONAL CONDITIONS:

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

**ID & Distribution Requirements:**

Check identification - NO sales to underage person(s).

Alcohol sales & consumption must be restricted to a specific area.

No person distributing or managing alcohol sales shall consume alcohol.

No sales to obviously intoxicated individuals.

Servers must be at least 21 years of age.

Only two cans/cups of alcohol may be purchased by one person at one time.

The distribution/consumption area shall be clearly marked. No one under the age of 21 shall be allowed in the distribution area.

Warning signs restricting access by underage persons to the dispensing area shall be posted.

Distribution & consumption of alcohol shall conclude at least one hour prior to end of the event.

Alcohol intoxication awareness training for management, security, and servers.

**Dispensing of Alcohol:**

Use plastic cups or aluminum cans. No glass containers.

Use distinguishable containers.

Nonalcoholic beverages must be offered free of charge at a location separate from the alcohol dispensing area.

**Other:**

Leave site clean and free of debris.

Provide copy of approval card to all event staff.

Keep an accurate incident log & submit to the City Clerk within 72 hours of event completion.



## 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: <b>Linda Bender for Brad Tyndall</b>	ADDRESS, CITY, STATE, ZIP: 2660 Peck Avenue Riverton, WY 82501
ORGANIZATION (IF APPLICABLE): <b>Central Wyoming College</b>	
CONTACT PHONE NUMBER: <b>307-855-2102</b>	CONTACT EMAIL ADDRESS: <b>lbender@cwcc.edu</b>
NAME & PURPOSE OF EVENT: <b>College potluck dinner</b>	
LOCATION OF EVENT: <b>Sunset Park</b>	
DATE(S) OF EVENT: <b>Friday, September 9, 2022</b>	
TIME OF EVENT: FROM <b>5</b> PM TO <b>7</b> PM	
WILL THE EVENT OCCUPY A PUBLIC AREA? (park, street, etc.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 1.	WILL THE EVENT HAVE A LOUDSPEAKER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 3.
WILL THE EVENT HAVE ALCOHOL PRESENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 2.	WILL THE EVENT HAVE FIREWORKS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE COMPLETE SECTION 4.

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

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

FOR OFFICE USE ONLY	
<b>SECTION 1: PUBLIC AREA USE PERMITS</b>	
<input checked="" type="checkbox"/> PARK RESERVATION	\$30.00
<input type="checkbox"/> STREET OR RIGHT-OF-WAY CLOSURE	\$50.00
<b>SECTION 2: ALCOHOL PERMITS</b>	
<input checked="" 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 1: PUBLIC AREA USE PERMITS

## TYPES OF PERMITS:

☒ PARK RESERVATION

☐ STREET OR RIGHT-OF-WAY CLOSURE

FEE:

\$30.00

\$50.00

CODE PROVISION:

FOR USE OF PARK SHELTER AREA

RMC 10.04 TEMPORARY TRAFFIC MODIFICATION

## PARK RESERVATION (SHELTER ONLY):

SPECIAL REQUESTS (i.e. bounce house, stakes, electricity, etc.)

This only reserves the shelter area and does not guarantee cleanliness of facilities or use of restrooms - please plan accordingly.

Alcohol is not permitted without proper permit (see Section 2, if alcohol will be requested).

Bounce houses, tents, stakes, etc. must be approved by parks staff.

The location shall be left clean and free of debris.

X

Signature of Applicant

## FOR OFFICE USE ONLY

DATE PAID:

AMOUNT PAID:

☐ SIGN

☐ WEBSITE

☐ ☐

APPROVED / DENIED ON:

City Clerk Signature

OTHER CONDITIONS SET FORTH BY PARKS SUPERVISOR (OR DESIGNEE):

## STREET OR RIGHT-OF-WAY CLOSURE REQUEST:

LOCATION DESCRIPTION OF DESIRED CLOSURE:

CLOSURE IMPACT (i.e. total closure, partial closure, remain open to traffic) Attach event map and traffic control plan:

EVENT DESCRIPTION:

STREET BARRICADES:

☐ CITY

☐ EVENT SPONSOR

PLEASE EXPLAIN BARRICADE TYPE PER TRAFFIC CONTROL PLAN.

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

STATE HIGHWAYS REQUIRE ADDITIONAL PERMITTING FROM WYDOT

Signature of Applicant

## FOR OFFICE USE ONLY

DATE PAID:

AMOUNT PAID:

☐ ☐

APPROVED / DENIED ON:

City Clerk Signature

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

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

## SECTION 2: ALCOHOL PERMITS

## TYPES OF PERMITS:

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

## FEE:

\$25.00

\$50.00

\$50.00

\$50.00

## CODE PROVISION:

RMC 5.04.070 Allows alcoholic beverages on City property by permit with Council approval only.

RMC 5.04.230 Allows retail liquor license holders to sell alcohol or malt beverages outside of their licensed building.

RMC 5.04.100 Allows for the sale of malt liquors only for a picnic, bazaar, fair, rodeo, or similar gathering.

RMC 5.04.100 Allows for the sale of product at meetings, conventions, private parties, dinners, or similar gatherings.

NUMBER OF PEOPLE IN ATTENDANCE:

50

WILL UNDERAGE CHILDREN BE PRESENT?

☐ YES☒ NO

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

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

The sale of alcohol is not permitted.

Open containers are not allowed outside of the permitted area.

The location shall be left clean and free of debris.

## \*REQUIRES COUNCIL APPROVAL

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID:

PUBLIC HEARING DATE:

# OF PERMITS APPROVED:

☐ APPROVED / DENIED BY COUNCIL ACTION ON:

City Clerk Signature

OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:

## CATERING PERMIT (RETAIL LIQUOR LICENSE HOLDER ONLY):

LIQUOR LICENSE HOLDER:

PLEASE EXPLAIN YOUR SECURITY PLAN:

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

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

Signature of Applicant

FOR OFFICE USE ONLY

DATE PAID:

AMOUNT PAID:

# OF PERMITS APPROVED:

☐ APPROVED / DENIED ON:

City Clerk Signature

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

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

**RIVERTON**  
  
**WYOMING**  
**CITY OF RIVERTON**

EVENT APPLICATION  
&  
USE OF PUBLIC SPACE

## APPROVAL CARD

EVENT INFORMATION	
NAME OF APPLICANT/RESPONSIBLE PARTY: <b>Linda Bender for Brad Tyndall</b>	ADDRESS, CITY, STATE, ZIP: <b>2660 Peck Avenue Riverton, WY 82501</b>
ORGANIZATION (IF APPLICABLE): <b>Central Wyoming College</b>	
CONTACT PHONE NUMBER: <b>307-855-2102</b>	CONTACT EMAIL ADDRESS: <b>lbender@cwcc.edu</b>
NAME & PURPOSE OF EVENT: <b>College potluck dinner</b>	
LOCATION OF EVENT: <b>Sunset Park</b>	
DATE(S) OF EVENT: <b>Friday, September 9, 2022</b>	
TIME OF EVENT: FROM <b>5</b> PM TO <b>7</b> PM	

The following application(s):

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

are hereby:

- ☐ APPROVED AS SUBMITTED
- ☐ APPROVED WITH ADDITIONAL CONDITIONS
- ☐ DENIED

on:

Date

City Clerk Signature

ADDITIONAL CONDITIONS:

# CITY COUNCIL ACTION MEMO

**TO:** Mayor Richard Gard and Members of City Council

**FROM:** Michael Miller, Director of Community Development

**DATE:** September 6th, 2022

**THROUGH:** Kyle Butterfield, City Administrator

**SUBJECT:** PLAT OF THE THOMPSON SUBDIVISION

**PETITIONER:** Tim and Lynn Thompson

---

**Recommendation:** The City Council approves the Plat of the Thompson Subdivision that was approved at the August 12, 2022 Planning Commission meeting.

---

**Background:** The Petitioners wish to plat Lot 19 of the Stratton subdivision into the Thompson Subdivision. The lot currently has two houses and a garage on it. The petitioners want to split the lot into three separate lots, two with houses and one larger one that is currently empty. The lots would be lot 1B, lot 2B, and lot 3B

**Discussion:** Utility reviews were sent to all utilities. Three were received back concerns with the lotlines and easements for aerial trespass were addressed and all is ready.

**Alternatives:**

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

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



LOCATION MAP  
NO SCALE

#### LEGEND

- 2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET, INSCRIBED PLS 8972, SET IN PLACE OF EXISTING 1/2" DIA. REBAR FOUND 10" BELOW GROUND
- 2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET, INSCRIBED PLS 8972
- 1-1/2" DIA. ALUMINUM CAP ON 5/8"x24" REBAR SET, INSCRIBED PLS 8972
- EXISTING 1-1/2" DIA. ALUMINUM CAP
- ⋈ NO MONUMENT FOR THIS CORNER FOUND. A SURVEY OF RECORD, DATED MAY 9, 1986, INDICATED A MONUMENT IN PLACE AND PROVIDES TIES TO OTHER MONUMENTS FOUND DURING THIS SURVEY. MONUMENT LIKELY DESTROYED BY STREET IMPROVEMENTS AS CORNER NOW LIES IN STREET. THIS POSITION CALCULATED FROM RECORD TIES.

#### CITY OF RIVERTON PLANNING COMMISSION CERTIFICATE

This Plat of Thompson Subdivision to the City of Riverton approved by the City of Riverton Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Robert Schiedemantel, Chairman

#### APPROVED

City Council of Riverton  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Kristin S. Watson, Clerk

#### CLERK OR RECORDER'S CERTIFICATE

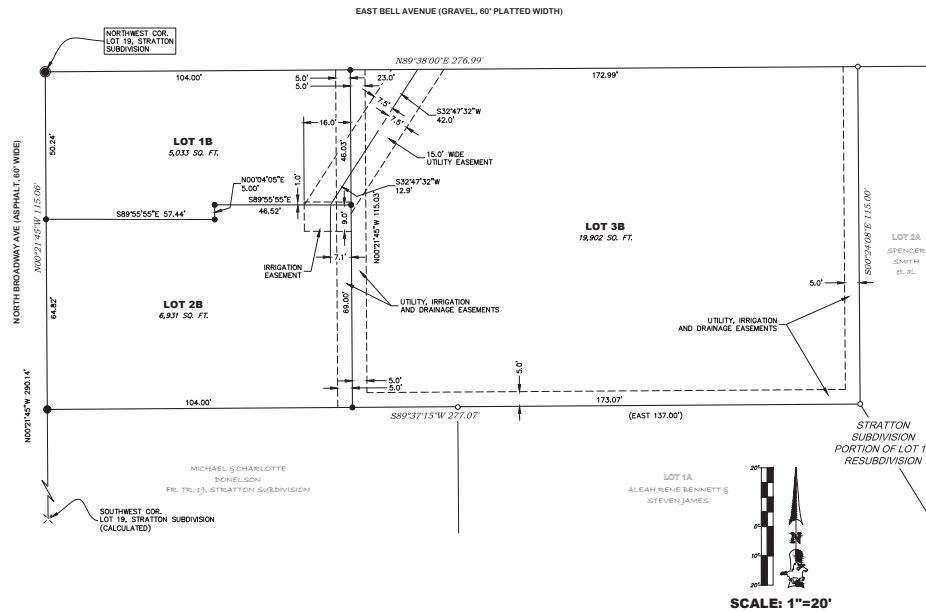
This plat of Thompson Subdivision filed in the office of Clerk and Recorder of Fremont County at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and is duly recorded in Plat Cabinet \_\_\_\_\_, page \_\_\_\_\_, Document No. \_\_\_\_\_.

Julie Freese  
County Clerk and Recorder

Deputy County Clerk and Recorder

#### NOTES

THIS PROPERTY IS ZONED "R-4, RESIDENTIAL, MULTI-FAMILY". REFERENCE CITY OF RIVERTON MUNICIPAL CODE FOR ALLOWED USES



SCALE: 1"=20'

#### CERTIFICATE AND DEDICATION OF TITLE

Know all men by these presents that Timothy P. Thompson and Lynn A. Thompson are the owners in fee simple of all that real property described as follows:

A parcel of land located in Lot 19, Stratton Subdivision of the N1/2SE1/4, Section 27, T1N, R4E, W1M, Fremont County, Wyoming, more particularly described as follows: Beginning at the northwest corner of said Lot 19; thence East along the North line of said Lot 19, 277.00 feet; thence South, 115.00 feet; thence East, 277.00 feet to the West line of said Lot 19; thence North, 115.00 feet to the point of beginning of this description.

Be it further known that Timothy P. and Lynn A. Thompson have caused this property to be platted into lots, and easements, as shown hereon and designated the same to be henceforth known as Thompson Subdivision, A Resubdivision of a Portion of Lot 19, Stratton Subdivision, City of Riverton, County of Fremont, State of Wyoming, and does hereby dedicate for their intended use the utility, irrigation and drainage easements shown hereon.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Timothy P. Thompson, Owner

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

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Timothy P. Thompson

Notary Public

My commission expires \_\_\_\_\_

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Lynn A. Thompson, Owner

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

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Lynn A. Thompson

Notary Public

My commission expires \_\_\_\_\_

#### SURVEYOR'S CERTIFICATION

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

I, Thomas A. Johnson, do hereby state that I am a registered Land Surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of the Thompson Subdivision, in the City of Riverton, Wyoming, containing 31,867 square feet more or less, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property made by me and under my supervision and correctly shows the location and dimensions of the lots and easements of said subdivision as the same are staked upon the ground in compliance with Fremont County Subdivision regulations governing the subdivision of land.

In witness whereof I have set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Thomas A. Johnson, PLS No. 8972

PLAT OF  
THOMPSON SUBDIVISION  
A RESUBDIVISION OF A  
PORTION OF  
LOT 19, STRATTON SUBDIVISION,  
CITY OF RIVERTON,  
FREMONT COUNTY, WYOMING



RICHARD P. GARD  
MAYOR

CITY OF RIVERTON  
OFFICE OF THE MAYOR

816 N. FEDERAL BLVD.  
RIVERTON, WY 82501

## PROCLAMATION

---

**WHEREAS:** September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitution Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE** I Richard Gard, by virtue of the authority vested in me as Mayor of the City of Riverton, State of Wyoming, do hereby proclaim the week of September 17 through 23 as

## CONSTITUTION WEEK

**AND** ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Riverton, Wyoming, to be affixed this \_\_\_\_\_ day of September of the year two thousand twenty-two.

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

Attest: \_\_\_\_\_  
Kristin S. Watson, City Clerk

# FOOD BANK OF WYOMING™

Wherever  
hunger rises,  
so can we.





As Tribal Relations Specialist with Food Bank of Wyoming, Jacqueline White heads the Culturally Responsive Food Initiative project on Wind River Indian Reservation. There, she works with Tribal Leaders from the Northern Arapaho and Eastern Shoshone tribes to set up mobile pantries, determine which food items are desired by residents, and ensure everyone who needs food on the reservation has access to it. Jacqueline has already seen the impact of the program. “There is always someone stopping and thanking me,” she said. “Food access is a need, not a want, and through this project we’re able to actively meet that need.”

**GIVE TODAY AT**  
[wyomingfoodbank.org/give-impact-report](https://wyomingfoodbank.org/give-impact-report)



# Continuing to Serve with Strength, Tenacity, and Innovation

Following another year of unpredictability and uncertainty caused by the COVID-19 pandemic, it feels necessary to pause and reflect on the many highs and lows experienced by Food Bank of Wyoming and the communities we serve.

The sustained high need for food assistance in 2021 can be seen acutely in the numbers in this report, particularly in the food-insecurity rate amongst children, which is even higher than the general population. In fiscal year 2021, we distributed over 13 million pounds of food. That's nearly 1.5 million pounds more than the previous year — a 12% increase. There were several factors contributing to this rise in need, including the high unemployment rate and the increase in price for basic goods like gas, diapers, and groceries.

To meet this need, we are now purchasing more food than ever, including upwards of 220,000 pounds of raw fruits and vegetables in fiscal year 2021 through our new FRESH program. In addition, we are striving to ensure that much of the food we purchase aligns with the mission of our Culturally Responsive Food Initiative, which aims to provide clients with culturally respectful foods. After completing its pilot phase this spring, we expanded this program to include our entire state, bringing culturally responsive foods such as pinto beans, Blue Bird Flour, yams, and tomatoes to the clients we serve.

This year we also increased the reach of our Mobile Pantry program and support to Hunger Relief Partners to serve more communities located in food deserts. Additionally, we joined other hunger-relief organizations in advocating for better access to federal nutrition programs and providing education so that critical food assistance can reach people in need with fewer barriers during this challenging time.

All of these initiatives align with Food Bank of Wyoming's recent rebranding. More than just a new look, our rebranding embodies our mission to ignite the power of community to nourish people facing hunger. We do this through our programs, Hunger Relief Partners, incredible volunteers, dedicated and passionate team, and generous supporters throughout Wyoming. We believe that for a community to thrive, every member must have the resources they need to flourish. We work daily to provide equitable access to proper nourishment for all: no matter where they live, who they are, or what circumstances life has thrown their way.

As the past year-plus has shown us, hardship can strike any of us at any time. And it is through the power of community — all of us, together — that we can help each other thrive.

Sincerely,  
The Food Bank of Wyoming Team



This institution is an equal  
opportunity provider.

© 2022 Food Bank of the Rockies

# Our Fiscal Year 2021 Numbers

## Illustrate the Sustained High Need for Food and Innovative Support



Individuals in Wyoming  
currently projected to  
be food insecure



Service Area  
Covered

**97,093**  
SQUARE MILES

Pounds of Fresh  
Vegetables and Fruit  
Distributed

**3,309,749**

Volunteer Hours  
Logged

**11,848**  
HOURS



# How We Help



Our fiscal year 2021 audited financial reports are available online. To access financial reports from recent years and our FY21 report, please visit [wyomingfoodbank.org/about/financials](https://wyomingfoodbank.org/about/financials)

## BRINGING

# Culturally Responsive Foods

## TO WIND RIVER INDIAN RESERVATION

**As the 10th largest and least populated state in the nation, Wyoming is a land of striking landscapes, scattered communities, and high rates of food insecurity. The latter is particularly true for the Northern Arapaho and Eastern Shoshone people living on Wind River Indian Reservation.**

The reservation stretches across 3,532 square miles of land (nearly twice the size of Delaware). On it, places to shop for food are scarce and separated by many miles. Compounding these already large challenges is the fact that many residents lack access to reliable transportation — or any transportation at all — yet have multigenerational households to support.

To help bridge this divide, Food Bank of Wyoming in tandem with Food Bank of the Rockies launched the Culturally Responsive Food Initiative (CRFI). Food access is “a need, not a want,” said Jacqueline White, Tribal Relations Specialist with Food Bank of Wyoming. “Through this project, we’re able to actively meet that need.”

In order to connect people with food choices that are in line with their culture, outreach consultants for CRFI were deployed to communities served by Food Bank of Wyoming to collect feedback about food preferences from clients. On Wind River Indian Reservation, Jacqueline and other CRFI members conducted surveys among members of the Northern Arapaho and Eastern Shoshone tribes to share with Food Bank of Wyoming’s food sourcing department so that culturally responsive food offerings could be included in future distributions. On the Northern Arapaho surveys, Jacqueline saw preferences for dried meat, Indian corn, fresh vegetables, and blueberries, which stand in for chokecherries in sacred ceremonies.



Residents of Wind River Indian Reservation requested food items like blueberries (left) and blue corn (right) through the Culturally Responsive Food Initiative. Community members there can now access these and other culturally respectful foods via monthly mobile pantries.



Once the data was collected, Food Bank of Wyoming worked to source and deliver the selected food items to the corresponding communities that requested them. A critical first step toward doing this on Wind River Indian Reservation involved establishing monthly, drive-through pantries dedicated to the separate tribes. Through these pantries, more than 2,000 people are served every month. “It’s a great blessing, especially the fresh vegetables,” Jacqueline noted.

Response from clients has been enthusiastic. “I loved that Food Bank of Wyoming understands the importance of Blue Bird Flour and blue corn to our people,” said Teresa His Chase. “Also, distributing the food at the school shows how committed everyone is to making it accessible to our community, including our students, families, and elders. The specialty items are appreciated and are a direct connection to our way of life and culture.”


“

**It’s what we do to nourish our neighbors; food is a major component of cultural identity, and specific foods carry specific cultural meanings that resonate.**

The program has helped establish a relationship between Food Bank of Wyoming and Tribal Leaders on Wind River Indian Reservation, including the Northern Arapaho Business Council and the Eastern Shoshone Business Council. With their guidance and help, the initiative is also creating culturally respectful solutions for addressing food insecurity within their communities.

Immediate future goals for the Culturally Responsive Food Initiative on Wind River Indian Reservation include determining permanent partnerships with the Northern Arapaho and Eastern Shoshone tribes for hosting storage facilities where food can be distributed to each tribe and their community members on a regular basis. The Northern Arapaho Business Council Tribal Leaders have also been volunteering at the mobile pantries and, Jacqueline said, support the initiative “110 percent.”

“It’s what we do to nourish our neighbors; food is a major component of cultural identity, and specific foods carry specific cultural meanings that resonate,” said Myriam Wolcott, programs manager at Food Bank of Wyoming. “Food Bank of Wyoming is committed to this initiative because we believe that culturally responsive food supports communities in sustaining their cultural integrity while accessing nutrition.”

Jacqueline has already seen the impact on the Wind River community. “There is always someone stopping and thanking me,” she said. “We can work together collaboratively to help our tribal members.” 

# Moorcroft Interfaith Community

**When Monte Reichenberg first learned that the town of Moorcroft, Wyoming, didn't have a plan in place to access and distribute food should there be an emergency, he felt called to address the issue, just as seven years earlier he'd been called to move to Moorcroft to pastor First Presbyterian Church.**

His wife, who is also a pastor, had taken a position with a church in Gillette, and Monte had originally planned to stay in Illinois and continue pastoring his church there. That plan quickly changed.

"I was told by the interim pastor at First Presbyterian that I'd be a good fit," said Monte while helping at Moorcroft's monthly mobile food pantry, which he organizes. "I put in my application and was accepted, and I love it. I love the rural areas. I lived in a rural area in Illinois, but there were still more people per square foot than there were animals. Here, I like it the other way around."

The mobile pantry in Moorcroft helps provide food to people living nearby as well as far away. Some people, like Marcus, pick up food boxes for members of their community who might not have the time or means to get the food themselves.



Located in the northeastern corner of the state, about 30 minutes south of Devil's Tower, Moorcroft is home to 1,122 people, eight churches, one grocery store, and two public schools: one serving grades K-8 and a high school. It is also where upwards of 2,000 families a month come from neighboring counties and as far away as Montana and South Dakota to get food from Moorcroft Interfaith Community's three-times-a-month food pantries.

"We're serving a major part of Crook County, which has a population of around 7,500," said Monte. "We're also drawing from Weston County and Campbell County. We don't turn anyone away. If they want food, we give it to them."

Crook County and Weston County face the highest rates of food insecurity in Wyoming. That Moorcroft, located in Crook County, didn't have a plan to feed its community in the event of an emergency, let alone a plan to alleviate the food insecurity faced daily by so many in the town, upset Monte — so much so that in 2019 he partnered with fellow local faith leaders to start Moorcroft Interfaith Community.



**We don't turn anyone away. If they want food, we give it to them.**


Since first partnering with Food Bank of Wyoming that same year, Moorcroft Interfaith Community has grown from being a monthly pantry serving 12 families to an official 501(c)(3) that has served 352 families in one day. They are also a TEFAP (The Emergency Food Assistance Program), Totes of Hope™, and Mobile Pantry partner with Food Bank of Wyoming, and operate the first three Thursdays of every month in various capacities in order to best serve their immediate and surrounding community.

"We try to make food available wherever we can," said Monte. "During the summer, we have Totes of Hope™ at the West Texas Trail Museum, library, senior center, and police department so kids can go in during the day and tell them they want food and pick it up. We have people who pick up and deliver boxes to their neighbors in Hulett, New Haven, Aladdin, Sundance, Beulah, Alva, Osage — all of the outreaching areas."

**Top Right:** Monte Reichenberg helped establish Moorcroft's relationship with Food Bank of Wyoming in 2019, and currently volunteers at and organizes the monthly mobile pantry in his community. **Right:** Many mobile pantry volunteers, like William, are also clients. "Everyone can use help sometimes. It's a privilege to get to help others, too," said William.

One such client is Marcus, who drives upwards of two hours round-trip every month to pick up food for his family and several other members of his community.

"I've been making the trip since September 2020, sometimes picking up food for as many as 25 or 30 families," Marcus said. "A lot of the people I pick up for are elderly, don't have a form of transportation, or have to work during the pantry hours. I'll either deliver the food directly to their houses or drop it off at the mercantile for them to come pick up."

Marcus' story is just one example of Moorcroft Interfaith Community and Food Bank of Wyoming's overall mission, said Monte, which is "to try to make food available wherever we can in whatever ways we can to whomever we can." 





# Answering Food Insecurity ONE MILE AT A TIME

**Tim Smith knew a lot about trucking, but he didn't know anything about Food Bank of Wyoming when he joined the organization as a driver almost eight years ago.**

A Wisconsin native who moved to Wyoming in 1984, Tim had sold his trucking business and was considering what to do next when he was invited to come check out the trucking operation at Food Bank of Wyoming. Although he wasn't looking to become a driver, he liked what he saw and joined the team.

"I've personally never been in that place [of food insecurity], and I didn't know anyone in that place. It was all new to me," Tim said. "Now I feel it's a kind of privilege. It's hard to see and realize all the people who struggle with it. I enjoy being able to get out there to help."



Tim has driven to literally every corner of Wyoming, logging hundreds of thousands of miles through some of the nation's most beautiful scenery, but also through the state's notorious wind and snow. A typical day for him can be long, including a round-trip drive to and from the destination as well as time onsite supporting Hunger Relief Partners.

Tim has played an important role in helping Food Bank of Wyoming grow. "When I first started, we weren't doing mobile pantries. Partners were receiving deliveries only once a month, and that food didn't really last long," he recalled.

“

**I am thankful for the privilege and opportunity to be a driver for Food Bank of Wyoming. The gratefulness of the people is overwhelming.**

When the coal mines closed in Gillette in 2016, the need for food in that community became especially dire. Tim assisted with coordinating and implementing the response — Food Bank of Wyoming's first mobile pantry. "We took two truckloads. There were a thousand people in line. We went back the next week with two more truckloads," Tim said.

Over time, Food Bank of Wyoming has added trucks and trailers to its fleet, scaled up capacity in its main Evansville distribution center, and provided additional freezers, refrigerators, and other equipment for Hunger Relief Partners, making it possible to expand the volume and frequency of food deliveries. Although Tim says he's "just the truck driver," he and his fellow drivers are making a huge impact being on the road six days a week. "The need has really increased. We've been putting out tons," Tim said — as in 12 million pounds in fiscal year 2020, increasing to over 13 million pounds in fiscal year 2021.

Yet Tim prefers to give credit to the more than 160 Hunger Relief Partners across the state. "I get so impressed with them. Their generosity is amazing," he said.

Over the years, Tim has developed friendships with many of the partners, and the volunteers show him their gratitude by praying for him, giving him cards and homemade treats, and making sure he has a cup of hot cider — or a bottle of water — waiting for him, depending on what Wyoming's dramatic weather is doing that day.

Meeting lots of people goes hand-in-hand with being a truck driver, and Tim considers this one of the many unique features of the job. "As you drive, you run into all kinds of situations, like shoveling people out of ditches," he said. "Once, there was a health emergency at a mobile pantry, and I had to do CPR. Thankfully, he came out of it okay. A while back, a herd of elk came around the bend in the road [near Yellowstone]; I stopped just in time."

Tim also enjoys helping out new partners when he makes their first delivery by answering all of their questions and reassuring them that everything is going to be okay. "I like doing that — you welcome them," he said.

Until recently, Food Bank of Wyoming was known as the Wyoming Food Bank of the Rockies. Tim likes the rebranded name because it "clearly identifies who I am serving: The people of Wyoming," whose spirit — in the face of real need — he has experienced firsthand while he's been on the road.

"I am thankful for the privilege and opportunity to be a driver for Food Bank of Wyoming," Tim said. "The gratefulness of the people is overwhelming." 🌱





PO Box 1540  
Evansville, WY 82636



Mailing Address  
City, State Zip



## LOOKING AHEAD

# Taking Action to End Hunger, Together

Just as the trials of 2021 were many, so were the opportunities to meet those challenges head-on. It is with this determination that we look ahead to 2022 with one mission in mind: To ignite the power of community to nourish people facing hunger.

We will do this not only by expanding our signature programs, but also by becoming an independent, Feeding America-affiliated food bank in the upcoming years.

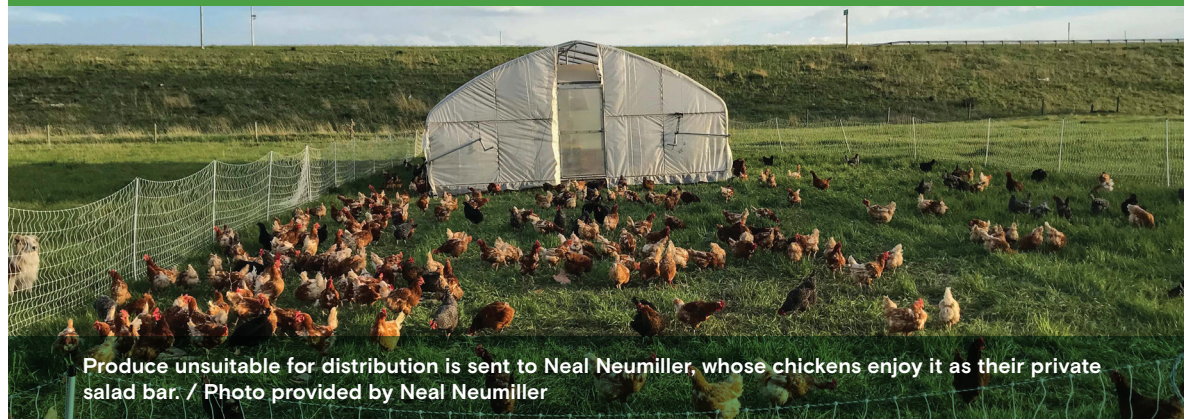
Operating as an independent food bank would help Food Bank of Wyoming cultivate deeper community ownership by concentrating solely on the needs of our fellow Wyomingites. We have always sought to provide each of our Wyoming neighbors with the nourishment they

need to thrive, and as an independent organization, we believe we will be able to do this even more effectively.

We are still on the journey to Food Bank of Wyoming becoming an independent operation from Food Bank of the Rockies. In the meantime, we will continue working in partnership with them to nourish our neighbors. Just as it has in the past and will in the future, rest assured that **every dollar raised in Wyoming will stay in Wyoming.**

As we enter 2022, your continued support is critical in the fight against hunger. Together, we can take the next step toward ending food insecurity in Wyoming. Together, we can.

Inspired to learn more about how we are answering the challenge of hunger? Look inside for stories of impact, and find our full report online at [wyomingfoodbank.org/impact-report](https://wyomingfoodbank.org/impact-report)



Produce unsuitable for distribution is sent to Neal Neumiller, whose chickens enjoy it as their private salad bar. / Photo provided by Neal Neumiller

## From Food Bank to Farm Feed

Neal Neumiller's chickens aren't picky about sell-by dates, but they draw the line at celery of any age. Strawberries or bananas that are past their prime? Great. But celery is a different story.

Neumiller lives in Casper and partners with Food Bank of Wyoming to use expired produce as feed. It's a win-win, said Richard Plumlee, director of operations at Food Bank of Wyoming: Unusable produce stays out of the landfill and Neumiller's chickens happily fill up on their own private salad bar.

"Our partnership with Neal and his farm is vital to our ongoing sustainability efforts and achieving our goals of reducing waste as an organization," Plumlee said. "From July 2020 to June 2022, Neal has prevented over 36,970 pounds of expired produce from going to the landfill."

Plumlee explained that some of the produce Food Bank of Wyoming receives is very near to the end of its shelf life or consume-by dates. When it becomes unusable, he calls Neumiller, whose farm is located across the road.

Even the food Neumiller's chickens don't eat is beneficial, as it breaks down and feeds microorganisms in the soil. Comparing the pasture where his chickens eat to a second pasture on the homestead, Neumiller

noted that the pasture with the chickens is significantly more lush and green.

Together with his dad, Neumiller collects expired food from Food Bank of Wyoming and separates it from anything inedible: stickers, packaging, etc. After, they return the non-food items back to the distribution center to be recycled.

"It takes labor to separate produce out of the garbage," said Neumiller. "I am helping recycle that and put it out into the pasture. Food Bank of Wyoming is supporting the Casper community with food distribution, and I am supporting the Food Bank by keeping excess food out of the dumpster."

**"Our partnership with Neal and his farm is vital to our ongoing sustainability efforts."**

Food security is important to Neumiller, and going forward he would like to see more people learn how to grow enough food for themselves and maybe some of their neighbors.

"I want to see the community that says, instead of having a manicured lawn inside our city, you need to provide for food security: like a victory garden," he said. "We need to start helping provide for our community."

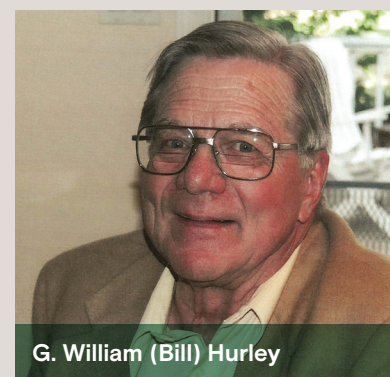
## Leaving a Legacy of Hunger Relief

Up until last spring, if you visited Smith's grocery store in Casper on a Saturday morning, chances are you'd see **G. William (Bill) Hurley**. While browsing the aisles for deals, Bill would also look for anyone in need of a little extra help, then quietly offer to pay for their groceries. He knew what it was like to experience hunger, and didn't want anyone to have to endure that hardship.

Bill dedicated his life to hard work in the oil industry until his death at age 92 in May 2021. In his trust, he chose to benefit organizations that represented causes that were dear to him, including Food Bank of Wyoming.

"Bill was passionate about helping people achieve their goals," said Jason Gutierrez, co-trustee. "Helping end hunger by supporting the Food Bank was his way of giving whoever needs it a hand-up so they can thrive."

By including Food Bank of Wyoming in his estate, Bill's legacy will be one of hard work, generosity, and igniting the power of community to help end hunger in his beloved Wyoming.



G. William (Bill) Hurley

Learn about including Food Bank of Wyoming in your estate plan by contacting Jill Stillwagon at [jstillwagon@wyomingfoodbank.org](mailto:jstillwagon@wyomingfoodbank.org) or 307-232-4009.

## FEED365™ Monthly Giving

You're invited to join our FEED365™ Monthly Giving Program! Your consistent monthly support will enable us to budget our funds as effectively as possible so we can feed more neighbors in Wyoming every day. Benefits of being a monthly donor include receiving an annual statement, access to our donor gift service center, and a dedicated staff member to assist you with anything you may need.

Join today at [wyomingfoodbank.org/feed365!](http://wyomingfoodbank.org/feed365!)



PO BOX 1540  
Evansville, WY 82636



Mailing Address  
City, State Zip



Hunger challenges our neighbors every day. With support from individuals like you, we are able to provide help to anyone who finds themselves in need. Discover inspiring stories of how together we are nourishing communities in our newsletter.

We ignite the power of community to nourish people facing hunger.

September is  
Hunger Action  
Month

Join us in September as we stand against hunger in Wyoming by sharing, volunteering, and donating.

Printed and mailed in Casper, WY.



RICHARD P. GARD  
MAYOR

CITY OF RIVERTON  
OFFICE OF THE MAYOR

816 N. FEDERAL BLVD.  
RIVERTON, WY 82501

## PROCLAMATION

---

**WHEREAS**, addressing the food insecurity needs of children, youth, men, women, seniors, active military and veterans today is important to the health of a community; and,

**WHEREAS**, hunger and poverty are issues of vital concern nationwide where people struggle with hunger, not knowing where their next meal will come from, or choosing between food and utilities, housing or medicine; and,

**WHEREAS**, the City of Riverton supports efforts to combat hunger in every part of our community; and,

**WHEREAS**, the Food Bank of Wyoming, a member of the Feeding America nationwide network of food banks and their local partner Riverton Community Food Bank educate people about the important role of hunger relief organizations raising awareness for the need to devote more resources and attention to hunger and food insecurity issues; and,

**WHEREAS**, more than 2,500 residents of Fremont County rely, annually, on food provided by Wyoming Food Bank of the Rockies and their local partners; and

**WHEREAS**, Food Bank of Wyoming, its generous funders, volunteers and local partners work to educate citizens on the role of food banks and hunger-relief efforts in solving hunger; and

**WHEREAS**, Food Bank of Wyoming provides over 10.9 million meals across Wyoming annually; and to engage each of us to help end hunger, one meal at a time, either through donations, social media shares or volunteer shifts; and

**WHEREAS**, the month of September is designated "Hunger Action Month" in order to bring attention to food insecurity in our communities;

**NOW, THEREFORE**, I, Richard P. Gard, Mayor of the City of Riverton, Wyoming do hereby proclaim September 2022 as Hunger Action Month and encourage all citizens to increase their understanding and awareness of food insecurity and how it affects our nation, state, county and communities.

**GIVEN UNDER**, my hand and seal of the City of Riverton, Wyoming to be affixed this 15th day of July in 2022.



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

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



**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: <b>Tim Bell</b>	ADDRESS, CITY, STATE, ZIP: <b>2001 W Sunset</b>
ORGANIZATION (IF APPLICABLE): <b>Riverton High School</b>	
CONTACT PHONE NUMBER: <b>307-840-1721</b>	CONTACT EMAIL ADDRESS: <b>tbell@fremont25.org</b>
NAME & PURPOSE OF EVENT: <b>Football Cannons</b>	
LOCATION OF EVENT: <b>Riverton HS Football Fields</b>	
DATE(S) OF EVENT: <b>Friday Night Games 9/9 - 9/16 - 9/30 - 10/7</b>	
TIME OF EVENT: <div style="display: flex; justify-content: space-between; align-items: center;"> <span>FROM</span> <span>PM</span> <span>TO</span> <span>PM</span> </div>	
<b>WILL THE EVENT OCCUPY A PUBLIC AREA? (park, street, etc.)</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    IF YES, PLEASE COMPLETE SECTION 1.	<b>WILL THE EVENT HAVE A LOUDSPEAKER?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    IF YES, PLEASE COMPLETE SECTION 3.
<b>WILL THE EVENT HAVE ALCOHOL PRESENT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    IF YES, PLEASE COMPLETE SECTION 2.	<b>WILL THE EVENT HAVE FIREWORKS?</b> <input checked="" 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 checked="" type="checkbox"/> FIREWORKS*	\$25.00
<b>TOTAL PAYMENT:</b>	
*REQUIRES COUNCIL APPROVAL	

EVENT INFORMATION

### 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.

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:

Doe Holiday

LIST TYPES AND CLASS OF FIREWORKS TO BE DISPLAYED:

Cannon

EVENT DESCRIPTION (Attach site map):

Varsity Football Games Friday Nights

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.

Signature of Applicant

\*REQUIRES COUNCIL APPROVAL

DATE PAID: 8/24/2022

PUBLIC HEARING DATE: 9/6/2022

☐ APPROVED / DENIED BY COUNCIL ACTION ON:

City Clerk Signature

OTHER CONDITIONS SET FORTH BY RIVERTON CITY COUNCIL:

SECTION 4: FIREWORKS



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

ID & Distribution Requirements:

Check identification - NO sales to underage person(s)

Alcohol sales & consumption must be restricted to a specific area.

No person distributing or managing alcohol sales shall consume alcohol.

No sales to obviously intoxicated individuals.

Servers must be at least 21 years of age.

Only two cans/cups of alcohol may be purchased by one person at one time.

The distribution/consumption area shall be clearly marked. No one under the age of 21 shall be allowed in the distribution area.

Warning signs restricting access by underage persons to the dispensing area shall be posted.

Distribution & consumption of alcohol shall conclude at least one hour prior to end of the event.

Alcohol intoxication awareness training for management, security, and servers.

Dispensing of Alcohol:

Use plastic cups or aluminum cans. No glass containers.

Use distinguishable containers.

Nonalcoholic beverages must be offered free of charge at a location separate from the alcohol dispensing area.

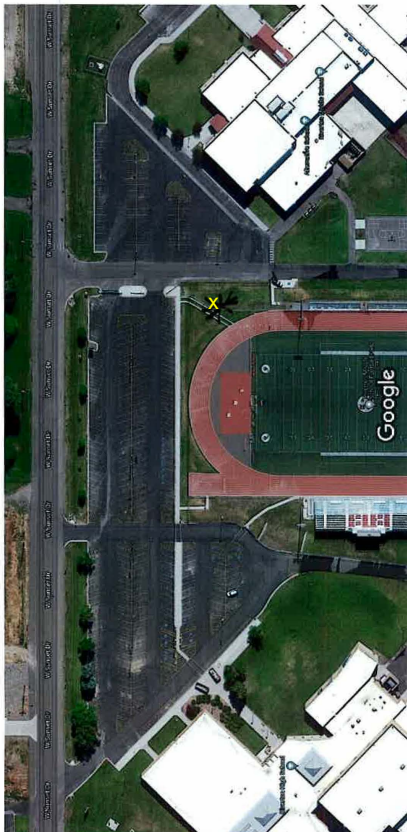
Other:

Leave site clean and free of debris.

Provide copy of approval card to all event staff.

Keep an accurate incident log & submit to the City Clerk within 72 hours of event completion.

Google Maps



Imagery ©2022 Maxar Technologies, USDA/FPAC/GEO, Map data ©2022 50 ft

\* = Cannon location

CITY OF RIVERTON  
CASH RECEIPT

Printed 09:50:41 - 08/24/22

Batch:26605  
Transaction:8

Reference Number: FIREWORKS PERMIT

Name: TIM BELL

Address: 2001 W SUNSET [RIVERTON WY  
82501]

Item(s) Description:

GENERAL FUND MISC - GENERAL	25.00
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Check #

Cash Paid

Credit Paid	25.00
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Less Change Given	( )
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<b>TOTAL:</b>	<b>25.00</b>
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Comments:

FCSD #25  
Riverton High School Football Fields  
Football Cannons  
Friday Night Games  
9/9 - 9/16 - 9/30 - 10/7

# Riverton Volunteer Fire Department

Assistant Chief- Jake Blumenshine  
Treasurer/ Fire Capt- Jesse Cassity  
RRT Administrator- Matt Lee

Secretary- Chance Hinkle  
Fire Captain- Ralph Estell  
Training Captain- Seth Rohn

Fire Chief - Brian Hutchins



September 2, 2022

To Whom it May Concern:

On behalf of the Riverton Volunteer Fire Department I am endorsing the use of a cannon, for the purpose of celebrating a touchdown during Riverton High School football games. It has been used in the past with no issues.

If you have any questions please feel free to contact me directly at (307)840-0582 or by email [rfdfirefighter51@gmail.com](mailto:rfdfirefighter51@gmail.com)

Thank you,

*Brian Hutchins*

Brian Hutchins  
Fire Chief

*Protecting Lives and Property*

404 S. Broadway • Riverton, Wyoming 82501 • Ph: (307) 856-8248 • Fx: (307) 857-0860

## CITY COUNCIL STAFF REPORT

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

**FROM:** Brian Eggleston, Operations Division Manager

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

**DATE:** September 6, 2022

**SUBJECT:** Bid Award – One (1) 1/2-Ton 4X4 Work Truck (Airport)

---

**Recommendation:** The Riverton City Council approves the purchase of one (1) 2022 Chevrolet 1/2-ton 4X4 work truck in the amount of \$42,586.00 to Fremont Chevrolet, Buick, GMC in Riverton, WY.

**Background:** During the preparation and adoption of the 2022-2023 budget, the Riverton City Council authorized the purchase one (1) new 1/2-ton 4x4 work truck for the Airport Division. The Riverton City Council budgeted \$40,000.00 for the total project. This price was based on early estimates prior to the release of official dealer pricing.

**Discussion:** Wyoming State Statute requires the purchase of any vehicle be competitively bid. Specifications for the work truck were prepared in house. On August 6, 2022, the City of Riverton began advertising for bids. Those bids were publicly opened on August 16, 2022. The following is the breakdown of that competitive bid

VENDOR	TOTAL BID	UNIT PRICE
Fremont Chevrolet, Buick, GMC	\$42,586	\$42,586.00

**Budget Impact:** \$40,000.00 was budgeted for the project. If approved, the remaining \$2,586.00 would have to be absorbed from Airport Operations Funds.

## CITY COUNCIL STAFF REPORT

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

**FROM:** Brian Eggleston, Operations Division Manager

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

**DATE:** September 6, 2022

**SUBJECT:** Bid Award – Wide Area Mower (Parks)

---

**Recommendation:** The Riverton City Council approves the purchase of one (1) new 2022 John Deere 1600 Series III wide area mower, for **\$71,650.00** from Stotz Equipment, 352 Blackmore Road, in Evansville, WY.

**Background:** During the preparation and adoption of the 2022-2023 budget, the Riverton City Council authorized the purchase one (1) wide area mower for the Parks Division. The Riverton City Council budgeted \$68,000.00 for the total project.

**Discussion:** Wyoming State Statute requires the purchase of any vehicle be competitively bid. Specifications for the work truck were prepared in house. On August 6, 2022, the City of Riverton began advertising for bids. Those bids were publicly opened on August 16, 2022. The following is the breakdown of that competitive bid

VENDOR	TOTAL BID	UNIT PRICE
Stotz Equipment	\$71,650.00	\$71,650.00

**Budget Impact:** \$68,000.00 was budgeted for the project. If approved, this reflects that the remaining \$3,650.00 would have to be absorbed from the Capitol Line Item, which after the purchase of the zero-turn mower, still had a balance of \$13,650.00. This would equate to a remaining balance of \$10,000.00 in the Mower Replacement Capitol Line Item following the purchase of both machines.

## CITY COUNCIL STAFF REPORT

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

**FROM:** Brian Eggleston, Operations Division Manager

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

**DATE:** September 6, 2022

**SUBJECT:** Bid Award – One Zero Turn Mower (Parks)

---

**Recommendation:** The Riverton City Council approves the purchase of one (1) new 2022 John Deere Z994R mower, for **\$17,350.00** from Stotz Equipment, 352 Blackmore Road, in Evansville, WY.

**Background:** During the preparation and adoption of the 2022-2023 budget, the Riverton City Council authorized the purchase one (1) new zero turn mower for the Parks Division. The Riverton City Council budgeted \$31,000.00 for the total project.

**Discussion:** Wyoming State Statute requires the purchase of any vehicle be competitively bid. Specifications for the work truck were prepared in house. On August 6, 2022, the City of Riverton began advertising for bids. Those bids were publicly opened on August 16, 2022. The following is the breakdown of that competitive bid

VENDOR	TOTAL BID	UNIT PRICE
Stotz Equipment	\$17,350.00	\$17,350.00

**Budget Impact:** \$31,000.00 was budgeted for the project. If approved, this reflects that we are under budget by \$13,650.00 for this project.

# CITY COUNCIL ACTION MEMO

**TO:** Mayor Richard Gard and Members of City Council

**FROM:** Eric S. Murphy, Chief of Police

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

**DATE:** September 6th, 2022

**SUBJECT:** EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

---

**Recommendation:** The City Council approve Resolution No. 1456 for the submission of the Edward Byrne Memorial Justice Assistance Grant.

---

**Background:** The City of Riverton wishes to submit a grant to the Bureau of Justice Assistance to repair 2 dispatch consoles in the Riverton Police Department Dispatch Center.

**Discussion:** If approved, the funds from the grant would go to repairing the two dispatch consoles. Each console has a mechanism which allows them to be raised and lowered (to work standing or sitting), but the mechanisms no longer work and need to be replaced. The consoles are currently being manually held up by 2x4's.

**Alternatives:**

- Not approve the submission of the grant.
- Approve with amendments or stipulations.

**Budget Impact:** The referenced grant does not require a match from the City.

**RESOLUTION NO. 1456**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON AUTHORIZING THE SUBMISSION OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT TO THE BUREAU OF JUSTICE ASSISTANCE TO REPAIR THE 2 DISPATCH CONSOLES IN THE RIVERTON POLICE DEPARTMENT DISPATCH CENTER**

**WHEREAS**, the City Council desires to participate in the Edward Byrne Memorial Justice Assistance Program to assist in funding the repair of the dispatch consoles project; and

**WHEREAS**, the City Council recognizes the need for this project; and

**WHEREAS**, the Bureau of Justice Assistance receives federal monies for the support of programs that help make our Nation's communities safer by strengthening our criminal justice system with the funding they need to reduce crime, support law enforcement, and combat victimization; and

**WHEREAS**, the Bureau of Justice Assistance administers the received funds and improvement projects through the Edward Byrne Memorial Justice Assistance Program; and

**WHEREAS**, projects approved through the Edward Byrne Memorial Justice Assistance Grant are fully funded with grant monies at a ratio of 100:0.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING** that a grant application be submitted to the Bureau of Justice Assistance grant program to fund the repair of the 2 dispatch consoles in the Riverton Police Department Dispatch Center.

**BE IT FURTHER RESOLVED**, the Chief of Police and Finance Director are hereby designated as authorized representatives of the City of Riverton on all matters relating to this grant application.

**PASSED, APPROVED AND ADOPTED** by the governing body of the City of Riverton, Wyoming, this 6<sup>th</sup> day of September, 2022.

CITY OF RIVERTON, WYOMING

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Richard P. Gard  
Mayor

ATTEST:

---

Kristin S. Watson  
City Clerk/Human Resource Director

## CITY COUNCIL STAFF REPORT

**TO:** His Honor the Mayor and Members of the City Council  
**FROM:** Kristin Watson, City Clerk/Human Resources Director  
**THROUGH:** Kyle J. Butterfield, City Administrator   
**DATE:** September 6, 2022  
**SUBJECT:** DCI Lease Agreement

---

**Recommendation:** The City Council approves Real Property Lease No. 8-09624 agreement between City of Riverton and State of Wyoming, Department of Administration & Information General Services Division.

**Background:** In 2012, the city secured a loan package from Wyoming Department of Transportation (WYDOT) Aeronautics Division in the amount of \$375,000 to fund the construction of the building located at 3640 Chandelle Boulevard. The Division of Criminal Investigation (DCI) subsequently committed to lease the facility from the City of Riverton for an amount adequate to cover the debt service for the WYDOT Aeronautics loan. The term of the loan is 20 years.

In August of 2012, the Riverton Governing Body approved a five-year lease agreement with the State of Wyoming, Department of Administration & Information General Services Division. The lease was renewed in 2017 for a second five-year term as an extension under the same terms and conditions as initially approved.

**Discussion:** The attached lease agreement represents the third 5-year term for the facility and contains conditions and terms similar to those included in the 2012 and 2017 agreements. The proposed agreement has been reviewed by Division of Criminal Investigation, Wyoming Department of Administration & Information, Wyoming Attorney General, and City Attorney, Rick Sollars.

The current loan balance on the DCI facility is \$248,048; with a 5% interest rate; and a loan maturity date of 2032.

**Available Alternates:** Propose changes to the lease agreement, which would have to be reviewed and approved by all parties.

**Budget Impact:** If approved, the revenue generated would be \$38,500 per year for five years, not to exceed \$192,500. This revenue would then pay the annual debt service to the Wyoming Department of Transportation Aeronautics Division.

# EXPIRED LEASE

## REAL PROPERTY LEASE NO. 8-09624 BETWEEN CITY OF RIVERTON

AND

## STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, GENERAL SERVICES

1. **Parties.** This Lease is made between City of Riverton (Lessor), whose address is: 816 North Federal Boulevard, Riverton, Wyoming 82501 and the State of Wyoming, Department of Administration & Information, General Services (Tenant) whose address is: 801 West 20<sup>th</sup> Street, Cheyenne, Wyoming 82002. In consideration of the mutual covenants contained herein, the parties agree as follows:

- A. Lessor's contact information is:

City of Riverton  
816 North Federal Boulevard  
Riverton, Wyoming 82501  
307-856-9127

- B. Tenant's contact information is:

Department of Administration & Information,  
General Services  
801 West 20<sup>th</sup> Street  
Cheyenne, Wyoming 82002  
307-777-7704

- C. In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party.

2. **Purpose of Lease.**

- A. Lessor is the sole owner of the building and land (Premises) described below, and desires to lease the Premises to a suitable lessee (Tenant) for business purposes.
- B. Tenant desires to lease a portion of the Premises for conducting government business. The Premises shall be occupied by the Office of Attorney General, DCI.
- C. The parties desire to enter into an agreement (Lease) defining their rights, duties, and liabilities relating to the lease of the Premises. The Effective Date of this Lease shall be the date of the last signature.
- D. For consideration, Lessor leases to Tenant the Premises located in the County of Fremont, State of Wyoming, and more particularly described as follows:

Three thousand six hundred (3,600) square feet of office space located at 3640 Chandelle Boulevard, Riverton, Wyoming 82501.

**3. Term of Lease.**

A. Lessor leases the above Premises for a term of five (5) years, commencing July 1, 2017, or on the Effective Date, whichever is later (Commencement Date) and terminating June 30, 2022, or sooner as provided herein (Termination Date). This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Tenant, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, approved by the Governor or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D), and approved by the Administrator if required by Wyo. Stat. § 9-2-1016(b)(xix)(A). This Lease may be extended under the same terms and conditions by mutual written agreement of the parties to this Lease.

B. If Tenant, upon mutual agreement with the Lessor, occupies the Premises prior to the Commencement Date, rent will commence at the time of such early occupancy and shall be prorated based on the number of days in the month of early occupancy, subject to the availability of government funds. The Termination Date shall remain the same.

C. If, for any reason, Lessor cannot deliver possession of the Premises to the Tenant by the Commencement Date, Tenant shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Tenant under the terms of this Lease until Lessor delivers possession of the Premises to the Tenant. In the event of such delayed possession, the term of the Lease shall commence on the date the Tenant takes possession of the Premises and rent shall be reduced accordingly.

**4. Rent Payment.**

The rent to be paid by Tenant to Lessor shall be as follows:

July 1, 2017 – June 30, 2018	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00
July 1, 2018 – June 30, 2019	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00
July 1, 2019 – June 30, 2020	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00
July 1, 2020 – June 30, 2021	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00
July 1, 2021 – June 30, 2022	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00
TOTAL NOT TO EXCEED	One hundred ninety-two thousand five hundred and 00/100 dollars	\$192,500.00

The annual rent shall be paid in advance each July. No payment shall be made under this

Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

5. **Responsibilities of Lessor.**

- A. **Parking.** Lessor shall provide parking on a first come first served basis.
- B. **Quiet Enjoyment.** Lessor warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Tenant pays the rent, and otherwise performs the terms and conditions imposed on Tenant.
- C. **Taxes.** Lessor shall pay all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on, or arise in connection with, the Premises.
- D. **Customary Maintenance.**
  - (i) Lessor, at its expense, shall provide janitorial services that are required to keep the building, furniture, and fixtures in a neat, clean, and sanitary condition, including, but not limited to, all requirements detailed in Attachment A, Custodial Performance Requirements, which is attached to and incorporated into this Lease by this reference.
  - (ii) Lessor, at its expense, shall provide all cleaning supplies, to include soap, waxes, disinfectants, and trash can liners. Lessor shall provide all expendable restroom supplies, to include toilet paper, paper towels and hand soap.
  - (iii) Lessor, at its expense, shall repair or replace carpet that is worn or becomes hazardous, have the carpet cleaned annually and perform spot cleaning, as needed, throughout the year.
  - (iv) Lessor, at its expense, shall provide lawn care, interior pest control, and exterior pest control in a timely manner.
  - (v) Prior to the start of each business day, Lessor shall be responsible for snow and ice removal from building entrances and exits, sidewalks, driveways and parking areas. If conditions warrant, Lessor is responsible for additional snow and ice removal during the business day based on weather conditions and the accumulation of snow, sleet, and ice. Lessor shall correct all unsafe conditions relating to freezing and thawing in a timely manner.
- E. **Utilities.** All applications and connections for necessary utility services on the Premises, with the exception of telephone and data lines, shall be made in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including, but not limited to, those for sewer, water, gas, electricity, and garbage removal.

- F. **Compliance with Law.** Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements, and orders of duly constituted public authorities now or hereafter in any manner affecting the Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same.

The Premises shall meet all current applicable code requirements, including but not limited to fire and life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

- G. **Signage.** Lessor shall provide and pay for a prominent sign at a location which identifies the Premises as a governmental office and calls attention to the public entrance of the Premises. The sign will be designed by the Tenant. Lessor shall provide a simple and clearly displayed public directory and signage system throughout the Premises to assist visitors in finding their way around the facility.

6. **Responsibilities of Tenant.**

- A. **Access to Premises.** Tenant shall permit Lessor or its agents to enter the portion of the Premises occupied by Tenant at all reasonable hours to inspect the Premises or make repairs, provided Tenant's use of the Premises shall not be unreasonably impaired.
- B. **Non-assignment.** Neither Tenant nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others.
- C. **Surrender of Possession.** Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Lessor free of subtenants, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except moveable trade fixtures, in the same condition as it was received at the Commencement Date, with the exception of reasonable wear and tear arising from Tenant's use of the property for government business.

7. **Special Provisions.**

A. **Alterations, Additions and Improvements.**

- (i) Tenant may, with the Lessor's prior written approval and at Tenant's own expense, at any time during the lease term, make alterations, additions, or improvements in and to the Premises. No structural or substantial portion of the Premises shall be demolished or removed by Tenant without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and

shall not weaken or impair the structural strength, or lessen the value, of the Premises.

- (ii) All alterations, additions, and improvements on or in the Premises at the Commencement Date or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Tenant shall remain the property of Tenant.

**B. Condition of Premises.**

- (i) **Tenant:** Tenant has examined and knows the condition of the Premises to be leased.
- (ii) **Lessor:** Lessor agrees to provide the leased Premises in good order and repair. Lessor shall disclose all known contamination or hazardous conditions and substantial defects to Tenant. In the event Lessor fails to disclose any known contamination or hazardous conditions or substantial defects, Tenant may immediately terminate this Lease.

**C. Destruction of Premises.**

- (i) **Substantial Destruction.** If the Premises are damaged by fire or other casualty which, in the opinion of Tenant, makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by Tenant.
  - (a) **Repair.** Tenant and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:
    - (1) Damage to be repaired by either Lessor or Tenant;
    - (2) Damage that will not be repaired; and
    - (3) The dates by which either Lessor or Tenant shall complete repairs.
  - (b) **Failure to Repair.** If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Tenant and Lessor, this Lease may be terminated by either party.
- (ii) **Partial Destruction.** In the event of partial destruction of the Premises by fire or other casualty which, in the opinion of Tenant, makes the Premises partially unusable, Tenant shall be entitled to a proportionate reduction of rent while repairs are being made. The amount of the proportionate reduction shall be based

on the extent to which the destruction and repairs interfere with the business carried on by Tenant.

(a) **Repair.** Tenant and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

- (1) Damages to be repaired by either Lessor or Tenant;
- (2) Damages that will not be repaired; and
- (3) The dates by which either Lessor or Tenant shall complete repairs.

(b) **Failure to Repair.** If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time specified, or as otherwise mutually agreed upon by Tenant and Lessor, Tenant may immediately terminate this Lease.

**D. Easements, Contracts, or Encumbrances.** The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.

**E. Insurance.**

(i) **Lessor:** During the term of this Lease and for any further time that Lessor shall hold the Premises, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire.

(ii) **Tenant:** During the term of this Lease and for any further time that the Tenant shall hold the Premises, Tenant shall provide coverage through its commercial insurance program for personal property kept at the Premises. The Tenant shall be self-insured for liability through the State Self Insurance Program (SSIP), subject to the procedural and substantive limitations of the Wyoming Governmental Claims Act and all other applicable law.

**F. Repairs.**

(i) **Lessor:** Lessor shall comply with all applicable building and housing codes affecting health and safety, and keep the Premises in a fit and habitable condition. Lessor shall keep in good repair all structural components of the building and grounds including the roof, exterior and interior walls, floors, and ceilings of the Premises. Lessor shall keep in good repair all of the operating systems on the Premises, including, but not limited to, electrical, lighting

(including replacement of light bulbs), heating, air conditioning, ventilation, sanitary, and plumbing systems (including the supply of hot and cold water).

- (ii) If Lessor fails to comply with the requirements of Sections 7.B., 7.F., or 5.D. of this Lease, Tenant may, in its sole discretion, immediately terminate this Lease or provide written notice of its intent to self-perform any specified repairs or maintenance. Any such written notice of intent to self-perform shall specify the issues and provide a reasonable deadline for Lessor to cure. If Lessor fails or refuses to cure all outstanding issues by the written deadline, Tenant may, in its sole discretion, immediately terminate this Lease or self-perform any specified repairs or maintenance. In the event Tenant self-performs any specified repairs or maintenance, Tenant shall deduct the costs of specified repairs or maintenance from any future rent payments or, if no further rent payments are due, Lessor shall promptly refund to Tenant an amount equal to the cost of the specified repairs or maintenance. Tenant's self-performance of any specified repairs or maintenance shall not permit Lessor to terminate this Lease.
- (iii) **Tenant:** Tenant, at its own expense, shall repair any property damage caused by Tenant, its customers, members, invitees, agents or employees, with the exception of reasonable wear and tear from Tenant's use of the property for government business. Tenant agrees that it will, at its expense, repair any damage caused to the Premises by reason of the removal of its trade fixtures, equipment and other personal property. If, at the conclusion of this Lease or any extension thereof, Lessor is of the opinion that Tenant is not leaving the Premises in the same condition as it was received, reasonable wear and tear excepted, then Lessor and Tenant shall agree on the costs of restoration. If the Parties disagree as to the costs of restoration, the costs shall be determined by a majority vote of a panel of three (3) persons consisting of Tenant, Lessor and one (1) person selected by mutual consent of the Parties. If Tenant and Lessor cannot agree on the selection of the third member of the panel, Tenant may select the third member from any current or retired State employees who are not (or were not) employed by the Department of Administration and Information or the Wyoming Attorney General's Office. Tenant's payment obligations are expressly limited to the availability of government funds under Section 8.D. of this Lease. This subsection shall not be construed to waive, limit, or alter the sovereign immunity or availability of funds provisions contained in Sections 8.D. and 8.L. of this Lease.

## 8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein,"

and words of similar import, are intended to refer to this Lease as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment/Lease Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party. The Lessor shall not use this Lease for collateral for any financial obligation without the prior written permission of the Tenant.
- D. **Availability of Funds.** Each payment obligation of the Tenant is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the Tenant at the end of the period for which the funds are available. Tenant shall notify the Lessor at the earliest possible time that the Lease will or may be affected by a shortage of funds. No penalty shall accrue to Tenant in the event this provision is exercised, and Tenant shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.
- E. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- F. **Entirety of Lease.** This Lease, consisting of twelve (12) pages, and Attachment A, Custodial Performance Requirements, consisting of two (2) pages, constitute the entire Lease agreement between the parties and supersede all prior negotiations, representations or contracts, whether written or oral.
- G. **Holding Over.** In the event Tenant remains in possession of the Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either party by providing thirty (30) days written notice of termination to the other party, and otherwise on the terms and conditions herein specified. The amount of rent payable each month during any holdover period shall be the same as the monthly rent payment payable in the last month of the Term unless another amount is mutually agreed upon in writing by Tenant and Lessor. The amount of rent due during any holdover period shall be paid on a monthly basis.
- H. **Indemnification.** The Lessor shall release, indemnify and hold harmless the State, the Tenant, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of any pre-existing conditions in the Premises, or from Lessor's non-disclosure of known contamination or hazardous conditions, or from Lessor's negligent performance or failure to perform any of Lessor's duties and obligations under this Lease.

- I. Independent Contractor.** The Lessor shall function as an independent contractor for the purposes of this Lease and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Lease, the Lessor shall be free from control or direction over the details of the performance of any services under this Lease. The Lessor shall assume sole responsibility for any debts or liabilities that may be incurred by the Lessor in fulfilling the terms of this Lease and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Lease. Nothing in this Lease shall be interpreted as authorizing the Lessor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Tenant or to incur any obligation of any kind on the behalf of the State of Wyoming or the Tenant. The Lessor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Lessor or the Lessor's agents or employees as a result of this Lease.
- J. Nondiscrimination.** The Lessor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Lease.
- K. Notice.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth in Section 1 above. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.
- L. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Tenant expressly reserve sovereign immunity by entering into this Lease, and specifically retain immunity and all defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Lessor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Lease, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming except to the extent authorized by the laws and Constitution of the State of

Wyoming. 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 Lease shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- M. Successors and Assigns.** This Lease and the terms and conditions herein apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.
- N. Termination.** Tenant may terminate this Lease immediately for cause if Lessor breaches any provision of this Lease. Tenant shall provide written notice of the breach to Lessor and Lessor shall have five (5) calendar days, or a mutually agreeable longer period, to cure the breach. In addition to any termination for cause provided herein, Tenant may terminate this Lease without cause upon ninety (90) days written notice. In the event that Tenant should exercise its right to terminate this Lease by provision of written notice as above provided, all prepaid rents and Tenant's costs of self-performance under Section 7.F. shall be promptly refunded to Tenant. Occupation of the Premises by Tenant for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund.
- O. 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 Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease.
- P. Time is of the Essence.** Time is of the essence in all provisions of this Lease.
- Q. Unlawful or Ultrahazardous Activity.** Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Tenant agrees to use the Premises in full compliance with all federal, state, and local laws, ordinances, rules, and regulations.
- R. Waiver.** The failure by Lessor or Tenant to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any prior or subsequent breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.
- S. Wyoming State Government Nonsmoking Policy.** Smoking is defined as a lighted cigar, cigarette, pipe or other lighted tobacco product or use of a vaporizer or e-cigarette. Smoking is prohibited in the building and within fifteen (15) feet of building

entrances, open windows and air intake ducts. This policy shall apply to all building space leased by the state for the conduct of state business. Tenant shall use its best efforts to ensure the smoking policy is enforced on the Premises both inside and outside the building.

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9. **Signatures.** The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

The Effective Date of this Lease is the date of the signature last affixed to this page.

**TENANT:**

State of Wyoming, Department of Administration & Information, General Services

  
\_\_\_\_\_  
William R. Merrill, Administrator

8/11/2017  
Date

  
\_\_\_\_\_  
Dean Fausset, Director

8-11-17  
Date

**LESSOR:**

City of Riverton

  
\_\_\_\_\_  
John "Lars" Baker, Mayor

7/12/2017  
Date

\_\_\_\_\_  
Lessor's Tax Identification Number:

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

  
\_\_\_\_\_  
Kristin M. Nuss, Senior Assistant Attorney General

06-16-17  
Date

# PROPOSED LEASE

**REAL PROPERTY LEASE NO. 8-09624 BETWEEN  
CITY OF RIVERTON  
AND  
STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION,  
GENERAL SERVICES DIVISION**

1. **Parties.** This Lease is entered into by and between the City of Riverton (Lessor), whose address is: 816 North Federal Boulevard, Riverton, Wyoming 82501 and the State of Wyoming, Department of Administration & Information, General Services Division, (Lessee) whose address is: 2323 Carey Avenue, Cheyenne, Wyoming 82002.
2. **Purpose of Lease.**
  - A. Lessor is the sole owner of the property described below, and desires to lease a designated portion of the property to Lessee for government business purposes. For consideration, Lessor hereby leases to Lessee a designated portion of its property, located in the County of Fremont, State of Wyoming, and more particularly described as follows:

Three thousand, six hundred (3,600.00) square feet of office space located at 3640 Chandelle Boulevard, Riverton, Wyoming 82501 (the "Premises").
  - B. Lessee is the leasing agent for the State of Wyoming, and desires to lease the Premises for occupancy by the Office of the Attorney General, DCI.
  - C. The parties desire to enter into this Lease defining their rights, duties, and liabilities relating to the lease of the Premises. The Effective Date of this Lease shall be the date of the last signature.
  - D. Lessor covenants and warrants that no encumbrances exist on the Premises which could affect Lessee's use of the Premises.
3. **Term of Lease.**
  - A. Lessor leases the above Premises for a term of five (5) years, commencing July 1, 2022 or on the Effective Date, whichever is later (Commencement Date) and terminating June 30, 2027 or sooner as provided herein (Termination Date). This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Lessee, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, approved by the Governor or his designee if required by Wyo. Stat. § 9-2-3204(b)(iv)(D), and approved by the Administrator if required by Wyo. Stat. § 9-2-3204(b)(xix)(A). This Lease may be extended under the same terms and conditions by mutual written agreement of the parties to this Lease.

- B.** If Lessee, upon mutual agreement with the Lessor, occupies the Premises prior to the Commencement Date, rent will commence at the time of such early occupancy and shall be prorated based on the number of days in the month of early occupancy, subject to the availability of government funds. The Termination Date shall remain the same.
- C.** If, for any reason, Lessor cannot deliver possession of the Premises to the Lessee by the Commencement Date, Lessee shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until Lessor delivers possession of the Premises to the Lessee. In the event of such delayed possession, the term of the Lease shall commence on the date the Lessee takes possession of the Premises and rent shall be reduced on a per diem basis.

#### **4. Rent Payment.**

The rent to be paid by Lessee to Lessor shall be as follows:

Table 1: Payment Schedule

<b>Payment Installment</b>	<b>Period</b>	<b>Amount (written)</b>	<b>Amount</b>	<b>Due</b>
1	July 1, 2022 to June 30, 2023	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00	July 1, 2022
2	July 1, 2023 to June 30, 2024	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00	July 1, 2023
3	July 1, 2024 to June 30, 2025	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00	July 1, 2024
4	July 1, 2025 to June 30, 2026	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00	July 1, 2025
5	July 1, 2026 to June 30, 2027	Thirty-eight thousand five hundred and 00/100 dollars	\$38,500.00	April 1, 2026
N/A	TOTAL NOT TO EXCEED	One hundred ninety-two thousand five hundred and 00/100.	\$192,500.00	N/A

Payments will be made within twenty (20) days of the due date shown in the Payment Schedule. No payment shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

#### **5. Responsibilities of Lessor.**

- A. Parking.** Lessor shall provide parking spaces for use by the Lessee, and the occupant agency's employees and customers, on a first come first served basis.
- B. Quiet Enjoyment.** Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Lessee pays the rent, and otherwise performs the terms and conditions imposed on Lessee.

- C. **Taxes.** Lessor shall pay all real property taxes, assessments, or other governmental charges that may become due in connection with this Lease or that may be imposed upon the Premises in connection with the operation and maintenance of the Premises.
- D. **Customary Maintenance.** Lessor, at its expense, shall provide the following customary maintenance services and supplies that are required to keep the building, interior offices, breakrooms, furniture, and fixtures in a neat, clean, and sanitary condition.
- (i) Nightly janitorial services on each business day shall include, but are not limited to, emptying all trash cans and replacing liners as needed; removing trash from building to proper bins; vacuuming high traffic areas; cleaning entrance door mats; cleaning bathrooms; cleaning and servicing all drinking fountains, breakroom, and bathroom sink areas; and filling and servicing soap, paper towel, and toilet paper dispensers.
  - (ii) Weekly janitorial services shall include, but are not limited to, cleaning all door and partition glass; spot cleaning carpets where needed; damp mopping hard surface floor areas; dusting all horizontal surfaces with the exception of desktops; disinfecting doorknobs, switch plates, and latch fixtures with germicidal cleaner; and vacuuming all carpets thoroughly.
  - (iii) Lessor shall provide all cleaning supplies and equipment, including but not limited to soap, waxes, disinfectants, trash can liners, mops, and vacuums. Lessor shall provide all expendable restroom supplies, including but not limited to toilet paper, paper towels, and hand soap.
  - (iv) Lessor shall repair or replace carpet that is worn or becomes hazardous, and have the carpet cleaned annually.
  - (v) Lessor shall provide any needed lawn or landscaping care, interior pest control, and exterior pest control in a timely manner.
  - (vi) Prior to the start of each business day, Lessor shall be responsible for snow and ice removal from building entrances, exits, sidewalks, driveways, and parking areas. If conditions warrant, Lessor is responsible for additional snow and ice removal during the business day based on weather conditions and the accumulation of snow, sleet, and ice. Lessor shall correct all unsafe conditions relating to freezing and thawing in a timely manner.
- E. **Utilities.** All applications and connections for necessary utility services on the Premises, with the exception of telephone and data lines, shall be made in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and garbage removal.
- F. **Compliance with Law.** Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations,

requirements, and orders of duly constituted public authorities now or hereafter in any manner affecting the Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same. The Premises shall meet all current applicable code requirements, including but not limited to fire and life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

**6. Responsibilities of Lessee.**

- A. Access to Premises.** Lessee shall permit Lessor or its agents to enter the portion of the Premises occupied by Lessee at all reasonable hours to inspect the Premises or make repairs, provided Lessee's use of the Premises shall not be unreasonably impaired.
- B. Non-assignment.** Neither Lessee nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, except as otherwise set forth herein.
- C. Surrender of Possession.** Upon termination of the Lease, Lessee shall peaceably and quietly surrender and deliver the Premises to Lessor, including all buildings, additions, and improvements constructed or placed thereon by Lessee in the same condition as they were received at the Commencement Date, with the exception of reasonable wear and tear arising from Lessee's use of the property for government business. Lessee shall maintain ownership of and may remove all moveable trade fixtures and cubicles supplied by Lessee. The Premises shall be free of sublessees on the Termination Date.

**7. Special Provisions.**

**A. Alterations, Additions and Improvements.**

- (i)** Lessee may, with the Lessor's prior written approval and at Lessee's own expense, at any time during the lease term, make nonstructural alterations, additions, or improvements in and to the Premises. Tenant Improvements are those improvements made by the Lessee to benefit Lessee's use of the Premises and may include adding cubicles and modifying doorways to install security devices or locks. No structural or substantial portion of the Premises shall be demolished or removed by Lessee without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.
- (ii)** Tenant Improvements shall only occur for purposes of Lessee's use of the Premises and not for general upgrade of the Premises or other aspects of the building or site upon and within which the leased Premises are located. Tenant Improvements are not intended to bring common areas, stairs, elevators, restrooms, ceilings, lighting, electrical, mechanical or plumbing up to code, and all such improvements to the

property to comply with applicable building codes, the ADA, or to otherwise make the building and property useable for the purposes of this Lease, are the responsibility of Lessor and shall be completed in advance of the commencement of this Lease.

- (iii) No alterations, additions, or improvements requested by the agency occupying the Premises shall be undertaken without the express written consent of Lessor and Lessee. Lessee shall make the occupant agency aware of this provision and require the occupant agency to communicate any requests to Lessee. Lessor shall notify Lessee of any direct communications it receives from the occupant agency.
- (iv) All alterations, additions, and improvements on or in the Premises at the Commencement Date or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures and cubicles installed by Lessee shall remain the property of Lessee.

**B. Condition of Premises.**

- (i) **Lessee:** Lessee has examined and knows the condition of the Premises to be leased.
- (ii) **Lessor:** Lessor agrees to provide the leased Premises in good order and repair. Lessor shall disclose all known contamination, hazardous conditions, or structural defects that may cause a safety issue. In the event Lessor fails to disclose any known contamination, hazardous conditions, or structural defects, Lessor shall have thirty (30) days to cure the defect(s) or agree on a written plan to cure said defects with Lessee. If defects are not addressed, Lessee may immediately terminate this Lease or withhold rent.

**C. Destruction of Premises.**

- (i) **Partial or Substantial Destruction.** In the event of partial destruction of the Premises, Lessee shall be entitled to a proportionate reduction of rent while repairs are being made by Lessor. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Lessee. If the Premises are damaged by fire or other casualty which, in the opinion of Lessee, makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by Lessee. Lessor is responsible for performance of all needed repairs unless otherwise agreed to in writing by Lessee.
  - a) **Repair.** Lessee and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

- (1) Damage to be repaired by either Lessor or Lessee;

(2) Damage that will not be repaired; and

(3) The dates by which either Lessor or Lessee shall complete repairs.

b) **Failure to Repair.** If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Lessee and Lessor, this Lease may be terminated or rent withheld by Lessee.

(ii) **Total Destruction.** In the event of destruction of the Premises to such an extent that Lessee, in the opinion of Lessee, can no longer use the Premises, Lessee or Lessor shall be entitled to immediately terminate this Lease, and Lessee shall be entitled to withhold rent. In the event of termination, all pre-paid rents shall be promptly returned to Lessee.

#### D. Insurance.

(i) **Lessor:** During the term of this Lease and for any further time that Lessor shall hold the Premises, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire. In addition, Lessor shall provide Commercial General Liability Insurance in the minimum amounts listed below.

(a) **Commercial General Liability Insurance.** Lessor shall provide coverage, during the entire term of the Lease, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(ii) **Lessee:** During the term of this Lease and for any further time that the Lessee shall hold the Premises, Lessee shall provide coverage through its commercial insurance program for personal property kept at the Premises. The Lessee shall be self-insured for liability through the State Self Insurance Program (SSIP), subject to the procedural and substantive limitations of the Wyoming Governmental Claims Act and all other applicable law.

#### E. Maintenance and Repair.

(i) Lessor, at its expense, shall be responsible at all times for maintaining and keeping in good repair, and replacing if necessary, all structural components of the property, building, and grounds thereof, including the roof, exterior walls, and floors of the Premises. Lessor shall be responsible for any costs associated with keeping in good repair all of the major building operating systems on the Premises, including, but

not limited to, electrical systems, heating, ventilation, air conditioning systems, sanitary sewer service lines, plumbing systems and lines, hot and cold water lines within the building, and restroom fixtures, but excluding all walls, light bulbs, and interior doors. Additionally, Lessor shall be responsible for any costs associated with keeping in good repair the exterior of the Building, including, but not limited to, the parking area. Except as otherwise provided in this Lease, Lessee shall be responsible for damage caused by negligent or intentional acts of Lessee, the occupant agency, or its employees, agents, servants, invitees, contractors or subcontractors.

- (ii) Lessee shall not be responsible for maintenance or repair of the Premises, but shall in good faith endeavor to utilize the Premises in a responsible, prudent manner which does not give rise to abnormal or unusual repair costs for Lessor.

**F. Easements, Contracts, or Encumbrances.** The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.

## **8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Lease as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Lease Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party. The Lessor shall not use this Lease for collateral for any financial obligation without the prior written permission of the Lessee.
- D. Availability of Funds.** Each payment obligation of the Lessee is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the Lessee at the end of the period for which the funds are available. Lessee shall notify the Lessor at the earliest possible time that the Lease will or may be affected by a shortage of funds. No penalty shall accrue to Lessee in the event this provision is exercised, and Lessee shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

- E. Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- F. Entirety of Lease.** This Lease, consisting of eleven (11) pages, constitute the entire Lease agreement between the parties and supersede all prior negotiations, representations or contracts, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Lease if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. Indemnification.** Each party to this Lease shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. Independent Contractor.** The Lessor shall function as an independent contractor for the purposes of this Lease and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Lease, the Lessor shall be free from control or direction over the details of the performance of any services under this Lease. The Lessor shall assume sole responsibility for any debts or liabilities that may be incurred by the Lessor in fulfilling the terms of this Lease and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Lease. Nothing in this Lease shall be interpreted as authorizing the Lessor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Lessee or to incur any obligation of any kind on behalf of the State of Wyoming or the Lessee. The Lessor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Lessor or the Lessor's agents or employees as a result of this Lease.
- J. Nondiscrimination.** The Lessor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Lease.
- K. Notice.** All notices regarding termination or breach of contract shall be in writing. Communication regarding routine janitorial, maintenance, or repairs may be by telephone or email. With the exception of emergency communication regarding the safety or security

of the building occupants, all such communication and notices shall be between the Lessor and Lessee. Each notice for breach or termination shall be sent by registered or certified mail, postage prepaid and return receipt requested. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

i) Lessor's contact information is:

City of Riverton  
816 North Federal Boulevard  
Riverton, Wyoming 82501  
307-856-9127

ii) Lessee's contact information is:

Department of Administration & Information  
General Services Leasing Division  
Idleman Mansion  
2323 Carey Avenue  
Cheyenne, Wyoming 82002  
307-777-2992  
Email: ai-leasing@wyo.gov

iii) In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party in writing.

**L. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Lessee expressly reserve sovereign immunity by entering into this Lease, and the Lessor expressly reserves governmental immunity. Each of them specifically retains immunity and all 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 Lease 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.

**M. Successors and Assigns.** This Lease and the terms and conditions herein apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.

**N. Termination.** Lessee may terminate this Lease immediately for cause if Lessor breaches any provision of this Lease. Lessee shall provide written notice of the breach to Lessor

and Lessor shall have five (5) calendar days, or a mutually agreeable longer period, to cure the breach. In addition to any termination for cause provided herein, Lessee may terminate this Lease without cause upon one hundred twenty (120) days written notice. In the event that Lessee should exercise its right to terminate this Lease by provision of written notice as above provided, all prepaid rents shall be promptly refunded to Lessee. Occupation of the Premises by Lessee for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund.

- O. 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 Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease.
- P. Time is of the Essence.** Time is of the essence in all provisions of this Lease.
- Q. Unlawful or Ultrahazardous Activity.** Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Lessee agrees to use the Premises in full compliance with all federal, state, and local laws, ordinances, rules, and regulations.
- R. Waiver.** The failure by Lessor or Lessee to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any prior or subsequent breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.
- S. Wyoming State Government Nonsmoking Policy.** Smoking is defined as a lighted cigar, cigarette, pipe or other lighted tobacco product or use of a vaporizer or e-cigarette. Smoking is prohibited in the building and within fifteen (15) feet of building entrances, open windows and air intake ducts. This policy shall apply to all building space leased by the state for the conduct of state business. Lessee shall use its best efforts to ensure the smoking policy is enforced on the Premises both inside and outside the building.

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9. **Signatures.** The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

The Effective Date of this Lease is the date of the signature last affixed to this page.

**LESSEE:**

State of Wyoming, Department of Administration & Information, General Services Division

\_\_\_\_\_  
Andrew J. Kuhlmann, Administrator, General Services Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patricia L. Bach, Director

\_\_\_\_\_  
Date

**LESSOR:**

City of Riverton

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor's Tax Identification Number:

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

  
Tyler M. Renner, Senior Assistant Attorney General

08-22-2022  
Date