



TOWN COUNCIL REGULAR MEETING

OCTOBER 01, 2024 at 6:00 PM

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

AGENDA

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilwoman Beck
__Councilman Fluty __Councilman Barkhurst

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES

- 3) Minutes from September 17, 2024 Meeting

APPROVAL OF THE BILLS

- 4) Deposits - \$142,441.99
- 5) Accounts Payable - \$716,032.11
- 6) Transmittals - \$30,272.20
- 7) Payroll - \$46,533.82

CORRESPONDENCE

- 8) 21st Annual Festival of Trees Gala and Auction
- 9) Evangelical Free Church of Alliance

ITEMS FROM THE PUBLIC

- 10) Union Telephone - Gail Johnson - Broadband Update

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

- 11) Transfer of accounts from Wyo Star to Wyoming Class
- [12\)](#) Mountain West Franchise Agreement - Ordinance 871
- [13\)](#) Revision of Ordinance No. 2.16.010.B
- [14\)](#) Revision of Ordinance No. 14.08.020.A and B

Police Department

- [15\)](#) Motorola Service Agreement
- [16\)](#) Saltus (DigiTicket) Agreement

Fire Department

Recreation Department

Next meeting is October 7, 2024 at 6:00 PM at the Town Hall Council Chambers

- 17) Kim Hemenway - Yoga Classes

Department of Public Works

- [18\)](#) Resolution 2024-08 - Submission of an application to the State Loan and Investment Board
- [19\)](#) Rocky Mountain Sand & Gravel - Change Order 1
- 20) Streets Foreman Hiring and Wage
- [21\)](#) Rocky Mountain Sand & Gravel Invoices 2309, 2310, 2311

REPORTS FROM BOARDS AND COMMISSIONS

Planning Commission

Next meeting is October 8, 2024 at 5:30 PM at the Town Hall Council Chambers

- [22\)](#) Termination and Release of Restrictive Covenant
- [23\)](#) STAMP Plan - Resolution 2024-7
- [24\)](#) Zone Change Request - Rousa
- [25\)](#) Zoning Verification Letter

Water and Sewer Joint Power Board

Next meeting is October 9, 2024 at 6:00 PM at the PVCC

Community Center Joint Powers Board

Next meeting is October 14, 2024 at 4:30 PM at the PVCC

Recreation Commission

Next meeting is October 7, 2024 at 6:00 PM at the Town Hall Council Chambers

Saratoga Airport Advisory Board

Next meeting is October 14, 2024 at 3:30 PM at the Town Hall Council Chambers

South Central Wyoming Emergency Medical Services Board

Next meeting is October 21, 2024 at 6:00 PM in Hanna

- [26\)](#) Meeting Minutes from September 11, 2024

- [27\)](#) Meeting Minutes from August 15, 2024
- [28\)](#) Special Meeting Minutes from August 12, 2024

NEW BUSINESS

EXECUTIVE SESSION

To discuss personnel and matters of litigation in accordance with W.S. 16-4-405(a) (ii) and (iii)

Exit executive session noting no action was taken and to seal the minutes at HH:MM PM

FURTHER BUSINESS

ADJOURNMENT

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, OCTOBER 15, 2024 AT 6:00 PM.**



TOWN COUNCIL REGULAR MEETING SEPTEMBER 17, 2024 at 6:00 PM

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

MINUTES

CALL TO ORDER

- 1) Public Hearing - Zone Change

- 2) Public Hearing - CWSRF Sanitary Sewer Improvement Project
 Director Emery Penner presented the project description, budget proposal, and repayment of the SRF Loan for the CWSRF Sanitary Sewer Improvement Project. Project will consist of two (2) river crossings, one (1) on the South end of town and one (1) on the North end of town, both have older lines that will be replaced, in one section rebuild older sewer, other area that has old PVC and clay lines will be dug up and replaced. Funding sought after will be SRF with principle forgiveness listed at \$1.575 million which is half of the project cost. Special Purpose tax will be used to offset the remainder. Application will be submitted on October 10, 2024, will attend the Board meeting in February, plan and start design in the Spring of 2025, go to bid in the winter of 2025 and start construction early in 2026. Will conduct a full environmental study, the town has received comments from federal agencies, Wyoming Game and Fish and ARMY Core Engineers both speak about getting through the proper processes and permits when the project is started. Neither agency has had any red flags come up on the environmental side of the project. No rate change is expected, between the SRF forgiveness and Special Purpose Tax, project should be covered completely.

- 3) Opening Ceremony
 Pro tem Mayor Mike Cooley called the meeting to order at 6:20 PM

- 4) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilwoman Beck
 __Councilman Fluty __Councilman Barkhurst
 Mayor Chuck Davis was absent all other members of Council were present.

APPROVAL OF THE AGENDA

Motion was made to approve agenda for September 17, 2024 by Councilman Barkhurst, second by Councilman Fluty. Motion carried.

APPROVAL OF THE MINUTES

- 5) Minutes from September 3, 2024 Meeting

Motion to approve meeting minutes from September 3, 2024 made by Councilwoman Beck, second by Councilman Barkhurst. Motion carried.

APPROVAL OF THE BILLS

Motion was made to approve all financials for September 17, 2024 by Councilman Barkhurst, second by Councilman Fluty. Motion carried.

- 6) Deposits - \$368,678.94
- 7) Accounts Payable - \$119,957.27
- 8) Transmittals - \$50,556.70
- 9) Payroll - \$46,466.36

CORRESPONDENCE

ITEMS FROM THE PUBLIC

Ellie Dana gave a report from the Carbon County Visitors' Council.

COUNCIL COMMENTS

Councilwoman Beck reported that there were between 80 and 90 participants in the Walk to End Alzheimer's and \$27,000.00 was raised.

REPORTS FROM DEPARTMENTS

Town Hall

- 10) Letter of Engagement FY 2023/2024 Audit

Motion was made to approve Letter of Engagement from Mountain States C.P.A's for the FY 2023/2024 audit with the estimate being between \$26,000 and \$31,500 made by Councilman Fluty, second by Councilman Barkhurst. Motion carried.

Police Department

Fire Department

Recreation Department

Next meeting is October 7, 2024 at 6:00 PM at the Town Hall Council Chambers

11) Cowboy Couture - Flag Football T-Shirts \$430.00

12) Aubrey Berger - Contract Fitness Classes

Motion to approve contract for Aubrey Berger to teach Fitness Classes made by Councilwoman Beck, second by Councilman Fluty. Motion carried.

Department of Public Works

Director Emery Penner stated the curb is completed at Never Forget Park, mosquito spraying is finished for the season, paving is planned to start tomorrow on the milled roads, and will be getting the lift station ordered for the Airport.

13) Rocky Mountain Gravel Pay App # 4 - \$646,375.25

Motion was made by Councilman Barkhurst to pay Rocky Mountain Sand and Gravel Pay App #4 in the amount of \$646,375.25, second by Councilman Fluty. Motion carried.

REPORTS FROM BOARDS AND COMMISSIONS

Water and Sewer Joint Power Board

Next meeting is October 9, 2024 at 6:00 PM at the PVCC

Planning Commission

Next meeting is October 8, 2024 at 5:30 PM at the Town Hall Council Chambers

14) Zone Change Deliberation

Motion was made by Councilman Fluty to table discussion on the zone change at 8th and Bridge, second by Councilman Barkhurst. Motion carried.

Community Center Joint Powers Board

Next meeting is October 14, 2024 at 4:30 PM at the PVCC

Recreation Commission

Next meeting is October 7, 2024 at 6:00 PM at the Town Hall Council Chambers

Saratoga Airport Advisory Board

Next meeting is October 14, 2024 at 3:30 PM at the Town Hall Council Chambers

Brenda Mistelske gave a report from the meeting held on September 9, 2024, a financial report was given for fiscal year 2023/2024, an update was given on the PCN (rating on the runway), CIP update for the future plans for the Airport which span out to 2038, discussion was had on minimum standards and rules, also discussion was had about the Wyoming Airport Coalition Conference which begins tomorrow September 18 being held at the PVCC.

South Central Wyoming Emergency Medical Services Board

Next meeting is October 21, 2024 at 6:00 PM in Hanna

NEW BUSINESS

EXECUTIVE SESSION

FURTHER BUSINESS

ADJOURNMENT

Motion to adjourn meeting at 6:58 made by Councilman Fluty, second by Councilman Barkhurst. Motion carried.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, October 1, 2024 AT 6:00 PM.**

Mayor Chuck Davis

Jenn Anderson, Town Clerk

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Black Hills Energy									
3400	Black Hills Energy	8/16/24-9/18/2	Acct# 4893 8916 95-Meter# BHE47050	08/16/2024	41.54	.00		10-422-270	924
3400	Black Hills Energy	8/16/24-9/18/2	Acct# 6102 9457 17 Meter# BHE66466	08/16/2024	23.36	.00		51-531-270	924
3400	Black Hills Energy	8/16/24-9/18/2	Acct# 6102 9457 17 Meter# BHE66466	08/16/2024	23.36	.00		52-532-270	924
3400	Black Hills Energy	8/16/24-9/18/2	Acct# 6106 0330 32 Meter# BHE30707	08/16/2024	103.67	.00		10-431-270	924
3400	Black Hills Energy	8/16/24-9/18/2	Acct# Meter# BHE579416-Usage 7 Th	08/16/2024	43.26	.00		10-422-270	924
3400	Black Hills Energy	8/16/24-9/18/2	Acct# 7953 7231 14 Meter# SG528271-	08/16/2024	25.30	.00		10-411-270	924
3400	Black Hills Energy	8/16/24-9/18/2	Acct# 7953 7231 14 Meter# SG528271-	08/16/2024	25.31	.00		10-421-270	924
Total Black Hills Energy:					285.80	.00			
Candy Mountain, LLC									
7106	Candy Mountain, LLC	49	5 Gal Purified Water \$10 Each (6), Bottl	09/30/2024	30.00	.00		10-411-240	924
7106	Candy Mountain, LLC	49	5 Gal Purified Water \$10 Each (6), Bottl	09/30/2024	30.00	.00		10-421-240	924
Total Candy Mountain, LLC:					60.00	.00			
Capital Business Systems Inc (WY)									
7400	Capital Business Systems Inc (WY)	1433174	Contract# 16436-01-Over Charge-8/16/	09/16/2024	.08	.00		10-411-240	924
7400	Capital Business Systems Inc (WY)	1433174	Contract# 16436-01-Over Charge-8/16/	09/16/2024	.08	.00		10-412-240	924
7400	Capital Business Systems Inc (WY)	1433174	Contract# 16436-01-Over Charge-8/16/	09/16/2024	.08	.00		10-413-240	924
7400	Capital Business Systems Inc (WY)	1433174	Contract# 16436-01-Over Charge-8/16/	09/16/2024	.08	.00		10-431-240	924
7400	Capital Business Systems Inc (WY)	1433174	Contract# 16436-01-Over Charge-8/16/	09/16/2024	.03	.00		51-531-240	924
7400	Capital Business Systems Inc (WY)	1433174	Contract# 16436-01-Over Charge-8/16/	09/16/2024	.03	.00		52-532-240	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-411-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-412-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-413-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-421-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-422-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-431-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-441-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-442-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-443-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		10-445-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	61.61	.00		42-533-270	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	30.81	.00		51-531-280	924
7400	Capital Business Systems Inc (WY)	1436350	UCS Phone Service Contract# 15178-0	09/24/2024	30.81	.00		52-532-280	924
7400	Capital Business Systems Inc (WY)	1436818	Contract# 7986-01-1800 Blk & 2700 Co	09/30/2024	279.13	.00		10-421-240	1024
Total Capital Business Systems Inc (WY):					1,018.84	.00			
Capital Business Systems, Inc. (TX)									
7346	Capital Business Systems, Inc. (TX)	37489876	Cannon Copier Agreement-8/15/24 to 9	09/20/2024	113.56	.00		10-411-240	924
7346	Capital Business Systems, Inc. (TX)	37489876	Cannon Copier Agreement-8/15/24 to 9	09/20/2024	113.57	.00		10-412-240	924
7346	Capital Business Systems, Inc. (TX)	37489876	Cannon Copier Agreement-8/15/24 to 9	09/20/2024	113.57	.00		10-413-240	924
7346	Capital Business Systems, Inc. (TX)	37489876	Cannon Copier Agreement-8/15/24 to 9	09/20/2024	437.47	.00		10-421-240	924
7346	Capital Business Systems, Inc. (TX)	37489876	Cannon Copier Agreement-8/15/24 to 9	09/20/2024	113.57	.00		10-431-240	924
7346	Capital Business Systems, Inc. (TX)	37489876	Cannon Copier Agreement-8/15/24 to 9	09/20/2024	56.79	.00		51-531-240	924
7346	Capital Business Systems, Inc. (TX)	37489876	Cannon Copier Agreement-8/15/24 to 9	09/20/2024	56.79	.00		52-532-240	924
Total Capital Business Systems, Inc. (TX):					1,005.32	.00			
CARBON COUNTY TREASURER									
1700	CARBON COUNTY TREASURER	R0016861-202	Parcel# R0016861-Property Taxes-Vall	09/20/2024	1,442.93	.00		10-411-540	924
Total CARBON COUNTY TREASURER:					1,442.93	.00			
CenturyLINK									
7221	CenturyLINK	333887967-09	Acct# 333887967-PD 911 Phone Line-9	09/16/2024	49.25	.00		10-421-225	924
Total CenturyLINK:					49.25	.00			
Cuts & Stitches									
7259	Cuts & Stitches	676	Plaque-Cutting Board-Engraving-Lasco	09/03/2024	75.00	75.00	09/19/2024	10-411-240	924
Total Cuts & Stitches:					75.00	75.00			
Eagle Eye Construction LLC									
7749	Eagle Eye Construction LLC	2408-0917-970	Concrete Yrds (65)-Mobilization-Curb &	09/24/2024	46,481.85	.00		10-444-724	924
Total Eagle Eye Construction LLC:					46,481.85	.00			
Ferguson Waterworks #1116									
5850	Ferguson Waterworks #1116	1555557	6x4 MJ C153 Epox Tee-Water	09/16/2024	347.91	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	4 MJ Gskt (2)-Water	09/16/2024	14.02	.00		51-531-720	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
5850	Ferguson Waterworks #1116	1555557	6 MJ Gskt (3)-Water	09/16/2024	25.17	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	12 MJ Gskt (2)-Water	09/16/2024	33.44	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	4 Megaflange Flg Adpt-Water	09/16/2024	129.07	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	12 MJ C153 Gskt Pk L/Gland (2)-Water	09/16/2024	80.00	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	4 304 SS 150# RR FF 1/8 Flg Pkg (2)-	09/16/2024	52.00	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	6 Megalug F/ C900/lps PVC (3)-Water	09/16/2024	155.04	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	12 Megalug F/C900/lps PVC (4)-Water	09/16/2024	616.40	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	4 Sbond PVC Sgrip Series 4000G2 (2)-	09/16/2024	84.58	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	6x4 MJ C153 Red Epox-Water	09/16/2024	126.31	.00		51-531-720	924
5850	Ferguson Waterworks #1116	1555557	12x12 MJ C153 Long Slb Sld Epox (2)-	09/16/2024	909.96	.00		51-531-720	924
Total Ferguson Waterworks #1116:					2,573.90	.00			
HACH COMPANY									
2920	HACH COMPANY	14137375	Ammonia-TNT+-HR (2-47 MG/L) PK/25	08/06/2024	225.58	.00		51-531-241	924
2920	HACH COMPANY	14137375	Ammonia-TNT+-HR (2-47 MG/L) PK/25	08/06/2024	225.57	.00		52-532-241	924
2920	HACH COMPANY	14190197	Ammonia-TNT+-HR (2-47 MG/L) PK/25	09/17/2024	231.73	.00		52-532-241	924
2920	HACH COMPANY	14190197	Ammonia-TNT+-HR (2-47 MG/L) PK/25	09/17/2024	231.72	.00		51-531-241	924
Total HACH COMPANY:					914.60	.00			
Kelsey Kristen Huntoon									
7752	Kelsey Kristen Huntoon	09212024	Reimbursement For Meals @ WSI Trai	09/21/2024	97.39	.00		10-441-230	924
7752	Kelsey Kristen Huntoon	09212024	Mileage Reimbursement @ WSI Trainin	09/21/2024	259.83	.00		10-441-235	924
Total Kelsey Kristen Huntoon:					357.22	.00			
Koyoty Outdoor Sports, Fur & Trading Co									
7748	Koyoty Outdoor Sports, Fur & Trading	09182024	9MM FMJ (1000)-5.56 FMJ (1000)-Am	09/18/2024	850.00	850.00	09/19/2024	10-421-235	924
Total Koyoty Outdoor Sports, Fur & Trading Co:					850.00	850.00			
Laramie Range Ford									
7747	Laramie Range Ford	6017388	2016 Ford-Gear Asy-Hub Asy-Drive Sh	09/05/2024	5,770.06	.00		10-421-255	924
Total Laramie Range Ford:					5,770.06	.00			
Megan James									
7413	Megan James	093024	Morning Mash Up Class Instruction-Sep	09/30/2024	212.00	.00		10-445-483	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Megan James:					212.00	.00			
Platte Valley Lawn Care & Landscaping LL									
7731	Platte Valley Lawn Care & Landscaping	228	Leak Located Station 8-Sprinkler Repai	09/12/2024	210.00	210.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-PVC	09/12/2024	175.00	175.00	09/19/2024	10-410-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-TH	09/12/2024	175.00	175.00	09/19/2024	10-411-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-Libra	09/12/2024	175.00	175.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-Vete	09/12/2024	175.00	175.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-Goo	09/12/2024	175.00	175.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-Trian	09/12/2024	175.00	175.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-Seni	09/12/2024	175.00	175.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-Kath	09/12/2024	175.00	175.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	229	Lawn Mowing & Trimming-9/12/24-Ball	09/12/2024	175.00	175.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	230	Hericide Application-9/12/24-Kathy Glo	09/12/2024	100.00	100.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	230	Hericide Application-9/12/24-Senior Ce	09/12/2024	100.00	100.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	230	Hericide Application-9/12/24-Triangle P	09/12/2024	100.00	100.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	230	Hericide Application-9/12/24-Good Time	09/12/2024	100.00	100.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	230	Hericide Application-9/12/24-PVCC	09/12/2024	100.00	100.00	09/19/2024	10-410-262	924
7731	Platte Valley Lawn Care & Landscaping	230	Hericide Application-9/12/24-TH	09/12/2024	100.00	100.00	09/19/2024	10-411-262	924
7731	Platte Valley Lawn Care & Landscaping	230	Hericide Application-9/12/24-Library	09/12/2024	100.00	100.00	09/19/2024	10-444-262	924
7731	Platte Valley Lawn Care & Landscaping	230	Hericide Application-9/12/24-Ball Fields	09/12/2024	100.00	100.00	09/19/2024	10-444-262	924
Total Platte Valley Lawn Care & Landscaping LL:					2,585.00	2,585.00			
Platte Valley Porta Pots, Inc									
7387	Platte Valley Porta Pots, Inc	1745	Weekly Cleaning-Veteran's Island (2)-A	09/06/2024	300.00	.00		10-444-262	924
Total Platte Valley Porta Pots, Inc:					300.00	.00			
R.P. Lumber Co, Inc.									
7522	R.P. Lumber Co, Inc.	09282024	Inv# 2815784-1x2x24 Grade Stake-Gor	09/28/2024	47.97	.00		10-431-240	924
7522	R.P. Lumber Co, Inc.	09282024	Inv# 2848645-Nail Stake 3/4x24" Roun	09/28/2024	64.90	.00		10-444-724	924
Total R.P. Lumber Co, Inc.:					112.87	.00			
Rock Solid Shooting & Survival Training									
7750	Rock Solid Shooting & Survival Training	080824SPD	12 Gauge Buckshot (250)-12 Gauge SI	08/08/2024	288.00	.00		10-421-235	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Rock Solid Shooting & Survival Training:					288.00	.00			
Rocky Mountain Air Solutions									
7427	Rocky Mountain Air Solutions	30548482	CL-2.5-CL-Rental Period 8/21/24 to 9/2	09/20/2024	149.05	.00		51-531-241	924
7427	Rocky Mountain Air Solutions	30548482	CL-2.5-CL-Rental Period 8/21/24 to 9/2	09/20/2024	149.05	.00		52-532-241	924
Total Rocky Mountain Air Solutions:					298.10	.00			
Rocky Mountain Sand & Gravel, LLC									
7735	Rocky Mountain Sand & Gravel, LLC	PAY APP #4	Pay Application #4-S. River Street Proje	09/13/2024	646,375.25	.00		50-450-325	924
Total Rocky Mountain Sand & Gravel, LLC:					646,375.25	.00			
Saratoga Sun									
4940	Saratoga Sun	2150	Inv# 41825-Legal# 8988-Sewer Line Re	09/27/2024	420.00	.00		52-532-220	924
4940	Saratoga Sun	2150	Inv# 41913-Legal# 9001-Minutes-9/12/	09/27/2024	450.00	.00		10-411-220	924
4940	Saratoga Sun	2150	Inv# 41915-Legal# 9003-Manual Check	09/27/2024	40.00	.00		10-411-220	924
4940	Saratoga Sun	2150	Inv# 41916-Legal# 9002-Cash Req-9/1	09/27/2024	70.00	.00		10-411-220	924
4940	Saratoga Sun	2150	Inv# 42030-Legal# 9006-Minutes-9/26/	09/27/2024	390.00	.00		10-411-220	924
4940	Saratoga Sun	2150	Inv# 42032-Legal# 9007-Cash Req-9/2	09/27/2024	70.00	.00		10-411-220	924
4940	Saratoga Sun	2150	Inv# 42033-Legal# 9008-Manual Check	09/27/2024	40.00	.00		10-411-220	924
Total Saratoga Sun:					1,480.00	.00			
SKYLINE MOTORS INC									
6615	SKYLINE MOTORS INC	1131809	2021 Chev Tahoe-Oil-Filter-Warranty W	08/31/2024	104.50	.00		10-421-255	924
Total SKYLINE MOTORS INC:					104.50	.00			
The Cowboy Couture									
6991	The Cowboy Couture	2024-309	Flag Football Screenprinted Shirts (43)-	09/15/2024	430.00	.00		10-445-493	924
6991	The Cowboy Couture	2024-320	Flag Football Screenprinted Shirts (1)-R	09/22/2024	10.00	.00		10-445-493	924
Total The Cowboy Couture:					440.00	.00			
Union Telephone Co									
5630	Union Telephone Co	70001447-917	Acct# 70001447-TH Cells-9/17/24	09/17/2024	39.98	.00		10-411-280	924
5630	Union Telephone Co	70001447-917	Acct# 70001447-PZ Cells-9/17/24	09/17/2024	30.58	.00		10-412-280	924
5630	Union Telephone Co	70001447-917	Acct# 70001447-Streets Cells-9/17/24	09/17/2024	63.50	.00		10-431-280	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
5630	Union Telephone Co	70001447-917	Acct# 70001447-Rec Cells-9/17/24	09/17/2024	39.98	.00		10-445-280	924
5630	Union Telephone Co	70001447-917	Acct# 70001447-Water Cells-9/17/24	09/17/2024	30.58	.00		51-531-280	924
5630	Union Telephone Co	70001447-917	Acct# 70001447-Sewer Cells-9/17/24	09/17/2024	30.58	.00		52-532-280	924
5630	Union Telephone Co	70091365-924	Acct# 70091365-VFD Landline-9/24/24	09/24/2024	51.24	.00		10-422-280	924
5630	Union Telephone Co	70091372-924	Acct# 70091372-Airport Landline-NAVA	09/24/2024	164.38	.00		42-533-270	924
5630	Union Telephone Co	70091381-924	Acct# 70091381-Streets Landline-9/24/	09/24/2024	18.76	.00		10-431-280	924
5630	Union Telephone Co	70091381-924	Acct# 70091381-Lake Landline-9/24/24	09/24/2024	18.75	.00		10-443-280	924
5630	Union Telephone Co	70091381-924	Acct# 70091381-Water Landline-9/24/2	09/24/2024	36.42	.00		51-531-280	924
5630	Union Telephone Co	70091381-924	Acct# 70091381-Sewer Landline-9/24/2	09/24/2024	36.42	.00		52-532-280	924
5630	Union Telephone Co	70091416-924	Acct# 70091416-TH-9/24/24	09/24/2024	89.86	.00		10-411-280	924
5630	Union Telephone Co	70091416-924	Acct# 70091416-Court-9/24/24	09/24/2024	22.46	.00		10-413-280	924
5630	Union Telephone Co	70091422-924	Acct# 70091422-PD Landline & DSL-9/	09/24/2024	298.89	.00		10-421-280	924
5630	Union Telephone Co	70092204-924	Acct# 70092204-Rec Landline & DSL-9	09/24/2024	79.64	.00		10-445-280	924
5630	Union Telephone Co	70122064-917	Acct# 70122064-PD E911-9/17/24	09/17/2024	618.60	.00		10-421-225	924
Total Union Telephone Co:					1,670.62	.00			
Upper Platte River Solid Waste Disposal									
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-Lake	09/25/2024	142.00	.00		10-443-262	924
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-Kathy Glo	09/25/2024	38.00	.00		10-444-262	924
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-Veteran's	09/25/2024	245.00	.00		10-444-262	924
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-Hot Pool/	09/25/2024	408.00	.00		10-442-262	924
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-TH	09/25/2024	19.00	.00		10-411-262	924
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-PD	09/25/2024	19.00	.00		10-421-262	924
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-Shop	09/25/2024	122.50	.00		10-431-262	924
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-Water	09/25/2024	122.50	.00		51-531-262	924
7528	Upper Platte River Solid Waste Dispos	56744	Waste Disposal-August 2024-Sewer	09/25/2024	38.00	.00		52-532-262	924
Total Upper Platte River Solid Waste Disposal:					1,154.00	.00			
Valerie Larscheid									
6981	Valerie Larscheid	09302024	Indoor Cycling Class Instruction-Sept	09/30/2024	127.00	.00		10-445-483	924
Total Valerie Larscheid:					127.00	.00			
Grand Totals:					716,032.11	3,510.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Due Date	Discount Lost Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
10/09/2024		3400	Black Hills Energy	8/16/24-9/18/	285.80	.00	.00	285.80	_____	_____	_____
10/30/2024		7106	Candy Mountain, LLC	49	60.00	.00	.00	60.00	_____	_____	_____
10/16/2024		7400	Capital Business Systems I	1433174	.38	.00	.00	.38	_____	_____	_____
10/27/2024		7400	Capital Business Systems I	1436350	739.33	.00	.00	739.33	_____	_____	_____
10/30/2024		7400	Capital Business Systems I	1436818	279.13	.00	.00	279.13	_____	_____	_____
10/15/2024		7346	Capital Business Systems,	37489876	1,005.32	.00	.00	1,005.32	_____	_____	_____
09/20/2024		1700	CARBON COUNTY TREA	R0016861-20	1,442.93	.00	.00	1,442.93	_____	_____	_____
10/07/2024		7221	CenturyLINK	333887967-0	49.25	.00	.00	49.25	_____	_____	_____
09/24/2024		7749	Eagle Eye Construction LL	2408-0917-9	46,481.85	.00	.00	46,481.85	_____	_____	_____
09/26/2024		5850	Ferguson Waterworks #111	1555557	2,573.90	.00	.00	2,573.90	_____	_____	_____
09/06/2024		2920	HACH COMPANY	14137375	451.15	.00	.00	451.15	_____	_____	_____
10/17/2024		2920	HACH COMPANY	14190197	463.45	.00	.00	463.45	_____	_____	_____
09/21/2024		7752	Kelsey Kristen Huntoon	09212024	357.22	.00	.00	357.22	_____	_____	_____
09/05/2024		7747	Laramie Range Ford	6017388	5,770.06	.00	.00	5,770.06	_____	_____	_____
09/30/2024		7413	Megan James	093024	212.00	.00	.00	212.00	_____	_____	_____
10/06/2024		7387	Platte Valley Porta Pots, In	1745	300.00	.00	.00	300.00	_____	_____	_____
10/10/2024		7522	R.P. Lumber Co, Inc.	09282024	112.87	.00	.00	112.87	_____	_____	_____
08/08/2024		7750	Rock Solid Shooting & Sur	080824SPD	288.00	.00	.00	288.00	_____	_____	_____
09/20/2024		7427	Rocky Mountain Air Solutio	30548482	298.10	.00	.00	298.10	_____	_____	_____
09/13/2024		7735	Rocky Mountain Sand & Gr	PAY APP #4	646,375.25	.00	.00	646,375.25	_____	_____	_____
09/27/2024		4940	Saratoga Sun	2150	1,480.00	.00	.00	1,480.00	_____	_____	_____
08/31/2024		6615	SKYLINE MOTORS INC	1131809	104.50	.00	.00	104.50	_____	_____	_____
09/15/2024		6991	The Cowboy Couture	2024-309	430.00	.00	.00	430.00	_____	_____	_____
09/22/2024		6991	The Cowboy Couture	2024-320	10.00	.00	.00	10.00	_____	_____	_____
10/27/2024		5630	Union Telephone Co	70122064-91	618.60	.00	.00	618.60	_____	_____	_____
11/06/2024		5630	Union Telephone Co	70001447-91	235.20	.00	.00	235.20	_____	_____	_____
11/13/2024		5630	Union Telephone Co	70091365-92	51.24	.00	.00	51.24	_____	_____	_____
11/13/2024		5630	Union Telephone Co	70091372-92	164.38	.00	.00	164.38	_____	_____	_____
11/13/2024		5630	Union Telephone Co	70091381-92	110.35	.00	.00	110.35	_____	_____	_____
11/13/2024		5630	Union Telephone Co	70091416-92	112.32	.00	.00	112.32	_____	_____	_____
11/13/2024		5630	Union Telephone Co	70091422-92	298.89	.00	.00	298.89	_____	_____	_____
11/13/2024		5630	Union Telephone Co	70092204-92	79.64	.00	.00	79.64	_____	_____	_____
10/25/2024		7528	Upper Platte River Solid W	56744	1,154.00	.00	.00	1,154.00	_____	_____	_____
09/30/2024		6981	Valerie Larscheid	09302024	127.00	.00	.00	127.00	_____	_____	_____
Grand Totals:				34	712,522.11	.00	.00	712,522.11	_____	_____	_____

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
08/08/2024	288.00	.00	.00	288.00	288.00
08/31/2024	104.50	.00	.00	104.50	392.50
09/05/2024	5,770.06	.00	.00	5,770.06	6,162.56
09/06/2024	451.15	.00	.00	451.15	6,613.71
09/13/2024	646,375.25	.00	.00	646,375.25	652,988.96
09/15/2024	430.00	.00	.00	430.00	653,418.96
09/20/2024	1,741.03	.00	.00	1,741.03	655,159.99
09/21/2024	357.22	.00	.00	357.22	655,517.21
09/22/2024	10.00	.00	.00	10.00	655,527.21
09/24/2024	46,481.85	.00	.00	46,481.85	702,009.06
09/26/2024	2,573.90	.00	.00	2,573.90	704,582.96
09/27/2024	1,480.00	.00	.00	1,480.00	706,062.96

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
09/30/2024	339.00	.00	.00	339.00	706,401.96
10/06/2024	300.00	.00	.00	300.00	706,701.96
10/07/2024	49.25	.00	.00	49.25	706,751.21
10/09/2024	285.80	.00	.00	285.80	707,037.01
10/10/2024	112.87	.00	.00	112.87	707,149.88
10/15/2024	1,005.32	.00	.00	1,005.32	708,155.20
10/16/2024	.38	.00	.00	.38	708,155.58
10/17/2024	463.45	.00	.00	463.45	708,619.03
10/25/2024	1,154.00	.00	.00	1,154.00	709,773.03
10/27/2024	1,357.93	.00	.00	1,357.93	711,130.96
10/30/2024	339.13	.00	.00	339.13	711,470.09
11/06/2024	235.20	.00	.00	235.20	711,705.29
11/13/2024	816.82	.00	.00	816.82	712,522.11
Grand Totals:	712,522.11	.00	.00	712,522.11	

Report Criteria:
Paid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
53301	3 GREAT-WEST TRUST CO	53301	09/22/2024	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 9/22/2024	10-212500	240.00
	3 GREAT-WEST TRUST CO	53301	09/22/2024	55-02	457 CONTRIBUTION Deferred Comp - Roth Pay Period: 9/22/2024	10-212500	210.00
	Total 53301:						450.00
53302	16 DEARBORN L LIFE INSU	53302	09/22/2024	91-00	GROUP/ACCOUNT # 0000310079 - 1 Life Insurance Pay Period: 9/22/2024	10-212700	66.03
	16 DEARBORN L LIFE INSU	53302	09/22/2024	91-00	GROUP/ACCOUNT # 0000310079 - 1	10-212700	2.93
	Total 53302:						68.96
92420241	1 EFTPS -TAXES	92420241	09/22/2024	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 9/22/2024	10-212100	5,305.01
	1 EFTPS -TAXES	92420241	09/22/2024	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 9/22/2024	10-212100	5,305.01
	1 EFTPS -TAXES	92420241	09/22/2024	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 9/22/2024	10-212100	1,240.73
	1 EFTPS -TAXES	92420241	09/22/2024	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 9/22/2024	10-212100	1,240.73
	1 EFTPS -TAXES	92420241	09/22/2024	76-00	FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period: 9/22/2024	10-212200	6,130.68
Total 92420241:							19,222.16
92420242	11 AFLAC BENEFIT SERVIC	92420242	09/22/2024	71-01	AFLAC monthly ins premium AFLAC Services/after tax Pay Period: 9/22/2024	10-212500	94.67
	11 AFLAC BENEFIT SERVIC	92420242	09/22/2024	71-06	AFLAC monthly ins premium AFLAC Benefit Services Pay Period: 9/22/2024	10-212500	332.40
Total 92420242:							427.07
92620241	2 WYOMING RETIREMENT	92620241	09/22/2024	51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 9/22/2024	10-212300	715.41
	2 WYOMING RETIREMENT	92620241	09/22/2024	51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 9/22/2024	10-212300	3,466.88
	2 WYOMING RETIREMENT	92620241	09/22/2024	51-02	WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 9/22/2024	10-212300	1,092.28
	2 WYOMING RETIREMENT	92620241	09/22/2024	51-02	WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 9/22/2024	10-212300	4,434.45
	2 WYOMING RETIREMENT	92620241	09/22/2024	51-02	WYOMING RETIREMENT PAYMENT	10-212300	394.99
Total 92620241:							10,104.01

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
Grand Totals:							30,272.20

Report Criteria:
Paid transmittals included

**The Saratoga/Platte Valley Chamber of Commerce
invites you to the**

Item 8)

21ST ANNUAL FESTIVAL OF TREES GALA & AUCTION DEC. 6TH. 2024

**Doors Open at 5:30pm
PVCC- Great Hall**

**Individual tickets \$50 until Nov. 24th
or**

Sponsor a Table of 8 for \$600

**remaining tickets will be sold at \$60 each on
Monday, Nov. 25th through Dec. 5th**

**Contact the Chamber for more
information at 307-326-8855 or
text 307-329-3590 or
email: director@saratogachamber.info**



Tickets and Information

**Proceeds to benefit
Saratoga/Platte Valley Chamber
& Upper Valley Search & Rescue East Division**



ORDINANCE No. 871

MOUNTAIN WEST TECHNOLOGIES CORPORATION FRANCHISE AGREEMENT.

AN ORDINANCE GRANTING A FRANCHISE TO MOUNTAIN WEST TECHNOLOGIES, INC. ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("MOUNTAIN WEST") TO OPERATE AND MAINTAIN A HARDWIRE TELECOMMUNICATIONS SYSTEM ("SYSTEM" OR "THE SYSTEM") IN THE TOWN OF SARATOGA, WYOMING ("TOWN" OR "THE TOWN").

The Town hereby ordains that it is in the public interest to grant Mountain West a Franchise to operate a hardwire (not wireless) System pursuant to the terms and conditions contained herein.

FINDINGS

In review of Mountain West Technologies, the Town of Saratoga, Wyoming makes the following findings:

Mountain West's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

Mountain West's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and

The Franchise granted to Mountain West by the Town complies with the existing laws and regulations of the Town of Saratoga, Wyoming.

Section 1) Grant of Franchise. The Town hereby grants to Mountain West the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the Town ("Rights-of-Way"), for the purpose of providing telecommunications services to the Town's inhabitants, hereinafter "the Franchise" or "Franchise." The Franchise area is defined as the area within the legal boundaries of the Town.

Section 2) Acceptance by Mountain West. Within sixty (60) days after the passage of this Ordinance by the Town, Mountain West shall file a signed copy thereof with the Town clerk, otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3) Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for fifteen (15) years ("Initial Term"). At least thirty (30) days prior to the expiration of the Initial Term, Mountain West shall notify Town of its intent to terminate the Franchise or it may elect to extend this Franchise for two (2) additional ten (10) year periods ("Renewal Term"). The Initial Term and Renewal Term may be collectively referred to as "Term." The Town will not unreasonably refuse to extend the Franchise for two (2) additional ten (10) year periods if Mountain West is in compliance with the terms of this Ordinance and applicable law, and the compensation terms are acceptable to both parties. The Term shall be specifically subject to the Provisions of Term (Section 20) set forth below.

Section 4) Franchise Fee. From and after the date of Mountain West's acceptance of this Ordinance and until its expiration, Mountain West will pay to the Town two percent (2%) of Mountain West's Gross Revenue (as defined in Appendix A hereto). Payment shall be made annually within sixty (60) days after the last day of the calendar year for which the payment applies during the Term of this Franchise.

Section 5) Records Inspection. Mountain West shall make available to the Town, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Mountain West can reasonable make

available. Subject to applicable laws, any information that is provided to the Town and/or that the Town reviews in camera is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the Town shall be immediately returned to Mountain West following review. The Town will not make copies of such information.

Section 6) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the Town shall be non-exclusive, and the Town reserves the right to use the Rights-of-Way for itself or any other entity. The Town, however, shall not unreasonably interfere with Mountain West's Facilities or the rights granted Mountain West herein.

Section 7) Town Regulatory Authority. The Town reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 8) Indemnification. The Town shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Mountain West of its Facilities. Mountain West shall indemnify, defend and hold the Town harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Mountain West's use of the Rights-of-Way. The Town shall: (1) give prompt written notice to Mountain West of any claim, demand, or lien with respect to which the Town seeks indemnification hereunder; and (b) permit Mountain West to assume the defense of such claim, demand, or lien. Mountain West shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Mountain West shall in no event be required to indemnify the Town for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the Town, its officials, boards, commissions, agents, contractors and/or employees.

Section 9) Insurance Requirements. Mountain West will maintain in full force and effect for the Term of the Franchise, at Mountain West's expense, a comprehensive liability insurance policy written by a company authorized to do business in the state of Wyoming or will provide self-insurance reasonably satisfactory to the Town, protecting it against liability for loss, personal injury, and property damage occasioned by the operation of the Facilities by Mountain West. Such insurance will be in an amount not less than \$1,000,000 per occurrence. Mountain West will also maintain Workers' Compensation coverage throughout the Term of this Franchise as required by state law. Mountain West shall issue a certificate of insurance to the Town annually upon its renewal.

Section 10. Plan, Design, Construction and Installation of Mountain West's Facilities.

10.1 All Facilities under authority of this Ordinance shall be used, constructed, and maintained in accordance with applicable law.

10.2 Maps. Mountain West shall file as-built maps and/or drawings with the Town, in a form reasonably prescribed by the Town, including electronic formats that can be imported into the Town's Geographical Information System ("GIS"). Mountain West shall provide as-built maps and/or drawings to Town staff, when specifically requested, that are accurate to within three (3) feet. Initial Facilities plans shall be filed within thirty (30) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to Mountain West's Facilities in the Town. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.

10.3 Mountain West shall, prior to commencing new construction or major reconstruction work in Rights-of-Way or other public places, apply for a permit from the Town, which permit shall not be unreasonably withheld, conditioned or delayed, and for which all required permit fees shall be imposed. Mountain West will abide by all applicable ordinances and reasonable rules, regulations

and requirements of the Town consistent with applicable law, and the Town may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Mountain West shall not be obligated to obtain a permit to perform emergency repairs to its Facilities.

10.4 To the extent practical and consistent with any permit issued by the Town, all Facilities shall be located so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the Town.

10.5 If, during the course of work on its Facilities, Mountain West causes damage to or alters the Rights-of-Way or other public property, Mountain West shall replace and restore such Rights-of-Way or public property at Mountain West's sole cost and expense to the condition that existed immediately prior to such damage or alteration and to the satisfaction of the Town of Saratoga. In addition, any asphalt that is replaced cannot be bagged pothole mix. In the event the Town is required to repair the damage Mountain West shall pay all costs incurred including, but not limited to, the wages of the Town's employees.

10.6 Mountain West shall have the right to excavate the Rights-of-Way subject to reasonable conditions and requirements of the Town. Before installation of new underground facilities or replacing existing underground facilities, each shall first notify the other party of such work and allow the other party, at its own expense, to share the trench for laying of its own facilities therein, provided that such action will not unreasonably delay project completion.

10.7 Nothing in this Ordinance shall be construed to prevent the Town from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Rights-of-Way that may affect Mountain West's Facilities, the Town shall give written notice to Mountain West, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Mountain West's Facilities.

10.8 In areas where all other utility lines are placed underground Mountain West shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, Mountain West may construct and install its Facilities aerially, or above ground Mountain West shall notify the Town at least five (5) working days before construction or installation starts.

10.9 Mountain West shall not attach to, or otherwise use or commit to use, any pole owned by the Town until a separate pole attachment agreement has been executed by the parties.

Section 11. Relocation of Facilities.

11.1 Relocation for the Town. Mountain West shall, upon receipt of advance written notice of not less than one hundred and twenty (120) days, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Mountain West property located in Rights-of-Way when required by the Town consistent with its police powers. Mountain West shall be responsible for any costs associated with these obligations to the extent required under applicable federal or state law.

11.2. Relocation for a Third Party. Mountain West shall, at the request of any person holding a lawful permit issued by the Town, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Mountain West property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Mountain West is given advance written notice of not less than one hundred and twenty (120) days. In said situation, Mountain West will require advance payment of the costs.

11.3 Alternatives to Relocation. Mountain West may, after receipt of written notice requesting a relocation of Facilities, submit to the Town written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way.

The Town shall promptly evaluate such alternatives and advise Mountain West in writing if one or more of the alternatives are suitable. If requested by the Town, Mountain West shall promptly submit additional information to assist the Town in such evaluation. The Town shall give each alternative proposed by Mountain West full and fair consideration. In the event the Town determines there is no reasonable alternative, Mountain West shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Mountain West shall in all cases have the right to abandon the Facilities.

Section 12. Vegetation Management. Mountain West shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Mountain West; instead, this right gives permission to Mountain West should Mountain West elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

Section 13. Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, Mountain West and the Town shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement.

Section 14. Revocation of Franchise for Non-Compliance.

14.1 In the event the Town believes that Mountain West has not complied with the terms of this Ordinance, the Town shall informally discuss the matter with Mountain West. If these discussions do not lead to resolution of the problem, the Town shall notify Mountain West in writing of the exact nature of the alleged noncompliance.

14.2 Mountain West shall have (30) days from receipt of the written notice described in subsection 14.1 to either respond to the Town, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the Town of the steps being taken and the projected date that the steps will be completed.

14.3 In the event that Mountain West does not comply with subsection 14.2, above, the Town shall schedule a public hearing to address the asserted non-compliance issue. The Town shall provide Mountain West at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

14.4 Subject to applicable federal and state law, in the event the Town, after the hearing set forth in subsection 14.3, determines that Mountain West is non-compliant with this Ordinance, the Town may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages or equitable relief; or
- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5, below.

14.5 Should the Town seek to revoke the Franchise after following the procedures set forth above the Town shall give written notice to Mountain West. Mountain West shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the Town may seek revocation of the Franchise at a public hearing. The Town shall cause to be served upon Mountain West, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the Town shall give Mountain West an opportunity to state its position on the matter, after which the Town shall determine whether or not the Franchise shall be revoked. Mountain West may appeal the Town's determination to an appropriate court, which shall have the power to review the decision of the Town de novo. Such appeal must be taken

within sixty (60) days of the issuance of the Town's determination. The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

14.6 Notwithstanding the foregoing provisions in this Section 15. Mountain West does not waive any of its rights under applicable law.

Section 15. No Waiver of Rights. Neither the Town nor Mountain West shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with federal or state law, as may be amended.

Section 16. Transfer of Franchise. Mountain West's right, title or interest in the Franchise shall not be sold, transferred or assigned, or otherwise encumbered without notice to the Town, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Mountain West, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of Mountain West in the Franchise or Facilities to secure indebtedness. Provided the Town before any sale, transfer or assignment must consent. The Town cannot unreasonably withhold its consent.

Section 17. Amendment. At any time during the Term of the Franchise, the Town, through its governing body, or Mountain West, may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment. No amendment may be adopted without mutual written agreement of the Parties.

Section 18. Force Majeure. Mountain West shall not be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged faults occurred or were caused by riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or judicial order or regulation or fiber cut or other damage or event that is reasonably beyond Mountain West's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor its utility poles on which Mountain West's Facilities and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 19. Provisions of Term. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes Mountain West's or the Town's rights or obligations under this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then Mountain West and the Town, by providing written notice to the other party, each shall have the right to request that affected portions of this Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within ninety (90) days. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the Town or Mountain West may file an action with any court or agency with competent jurisdiction to conform the Franchise to the new law, regulation or order.

Section 20. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified, and addressed to the parties as set forth below:

The Town of Saratoga
101 N. Fourth St.
P.O. Box 1030
Saratoga, WY 82633

Mountain West Technologies. Fiber Administrator
851 Werner Court, Suite 100
Casper, WY 82601

Section 21 Publication Costs: Mountain West shall pay all publication costs associated with the adoption of this ordinance.

Section 22. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any federal or state regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the Term of the Franchise or any renewal or renewals thereof. The Town of Saratoga does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this agreement.

Passed and approved this ____ day of _____, 2024, on first reading.

Passed and approved this ____ day of _____, 2024, on second reading.

Passed and approved this ____ day of _____, 2024, on third and final reading.

Chuck Davis, Mayor

Attest:

Jennifer Anderson, Town Clerk

APPENDIX A
CALCULATION OF FRANCHISE FEE

The following telecommunications products would be subject to the Franchise fee:

Hosted Voice Services:

- Business Local Access, Flat Rate
- Residential Local Access, Flat Rate
- Local Access Trunks
- Session Initiated Protocol Trunking

The following is a listing of revenue categories not representing the retail sale of local access services and therefore excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

- Bad debt write-offs and customer credits;
- Installation, upgrade, disconnection or late fees, including non-sufficient funds charges;
- Fees for the leasing or sale of equipment;
- Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
- Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
- Any franchise fees that are not chargeable per federal or state law;
- Revenues from any carrier purchased for resale.

A REVISION OF ORDINANCE NO. 2.16.010.B**AN ORDINANCE OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING
REVISING CHAPTER 2.16.010.B OF THE TOWN OF SARATOGA MUNICIPAL
CODE REGULATING
THE COMPOSITION OF THE PLANNING COMMISSION**

WHEREAS, the Governing Body of the Town of Saratoga wishes to preserve the public peace, health, safety, and welfare of all residents of the Town of Saratoga; and,

WHEREAS, Chapter 2.16 of the Town of Saratoga Municipal Code concerns the Planning Commission; and,

WHEREAS, the Governing Body of the Town of Saratoga has determined it is in the best interest of the citizens of the Town to amend Chapter 2.16.010.B of the Town of Saratoga Municipal Code to amend the Term of Office of the Planning Commission to more efficiently serve the needs of the Town of Saratoga; and,

WHEREAS, the governing body of the Town of Saratoga has given public notice of said amendment and the ordinance has been made available for the public to review at the office of the Town Clerk; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING that Chapter 2.16.010.B of the Saratoga Municipal Code shall be amended to read as follows:

Section 1: Chapter 2.16.010.B. of the Saratoga Municipal Code is hereby amended to read as follows:

2.16.010. B. Initially the term of the seven members shall be as follows: one member for one year; one member for two years; one member for three years; one member for four years; and three members for five years. Thereafter on the third Monday of December or as soon thereafter as practical, a member shall be appointed for five years to replace the member whose term has expired. A Town council member shall be appointed as a liaison to the Board by the mayor and shall serve at the pleasure of the mayor (hereinafter referred to as the "Liaison Council Member". The Liaison Council Member shall not be a voting member of the Board and shall have no authority over the Board. The Liaison Council Member may be removed with or without cause by the mayor in his sole discretion. The Liaison Council Member is not to be considered a member of the Board.

Section 2. This ordinance shall be in full force and effect from and after its approval, passage and adoption.

PASSED ON FIRST READING THIS ____ day of _____, 2023.

PASSED ON SECOND READING THIS ____ day of _____, 2023.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2023.

Town of Saratoga, Wyoming

Chuck Davis, Mayor

ATTEST:

ATTESTATION

I, Marie Christen, the Town Clerk for the Town of Saratoga, Wyoming, do hereby certify that the above ordinance was duly and properly published or posted in the manner required by law.

Marie Christen, Town Clerk

A REVISION OF ORDINANCE NO. 14.08.020.A and B

AN ORDINANCE OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING

REVISING CHAPTER 14.08.020.A and B OF THE TOWN OF SARATOGA

MUNICIPAL CODE REGULATING

THE COMPOSITION OF THE TOWN AIRPORT ADVISORY BOARD

WHEREAS, the Governing Body of the Town of Saratoga wishes to preserve the public peace, health, safety, and welfare of all residents of the Town of Saratoga; and,

WHEREAS, Chapter 14.08.020.A and B of the Town of Saratoga Municipal Code concerns the Town Airport Advisory Board; and,

WHEREAS, the Governing Body of the Town of Saratoga has determined it is in the best interest of the citizens of the Town to amend Chapter 14.08.020.A and B of the Town of Saratoga Municipal Code to amend the Composition and Appointment of the Town Airport Advisory Board to more efficiently serve the needs of the Town of Saratoga; and,

WHEREAS, the governing body of the Town of Saratoga has given public notice of said amendment and the ordinance has been made available for the public to review at the office of the Town Clerk; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING that Chapter 14.08.020.A and B of the Saratoga Municipal Code shall be amended to read as follows:

Section 1: Chapter 14.08.020. A and B of the Saratoga Municipal Code is hereby amended to read as follows:

14.08.020 A. The airport advisory board shall be comprised of five members, at least three of whom shall be residents of the town, a maximum of two of whom may live outside the town of Saratoga municipal limits, and a maximum of one of whom may be a ground lessee. A Town council member shall be appointed as a liaison to the Board by the mayor and shall serve at the pleasure of the mayor (hereinafter referred to as the "Liaison Council Member". The Liaison Council Member shall not be a voting member of the Board and shall have no authority over the Board. The Liaison Council Member may be removed with or without cause by the mayor in his sole discretion. The Liaison Council Member is not to be considered a member of the Board. At the first regular meeting of the board the board shall elect one of its members to serve as chairperson, one to serve as secretary and one to serve as treasurer. All members shall serve a term of four years.

B. Vacancies shall be filled for any unexpired portion of a term by appointment to the board by the town council. A term shall be considered vacated by any member who, having resided within the corporate limits of the town at the time of his or her appointment, thereafter no longer resides within the limits of the town, or by a member who submits a letter of resignation to the Saratoga airport advisory board and the town council. If any member misses two consecutive meetings without good cause or without prior approval of the chairperson of the board, such member may be removed at the option of the town council and a vacancy declared to exist.

Section 2. This ordinance shall be in full force and effect from and after its approval, passage and adoption.

PASSED ON FIRST READING THIS ____ day of _____, 2023.

PASSED ON SECOND READING THIS ____ day of _____, 2023.

PASSED, APPROVED AND ADOPTED THIS ____ day of _____, 2023.

Town of Saratoga, Wyoming

Chuck Davis, Mayor

ATTEST:

ATTESTATION

I, Marie Christen, the Town Clerk for the Town of Saratoga, Wyoming, do hereby certify that the above ordinance was duly and properly published or posted in the manner required by law.

Marie Christen, Town Clerk



500 W Monroe St
Chicago, IL 60661
(800) 247-2346

SERVICE AGREEMENT

Contract Number: USC000137172
Contract Modifier: R03-APR-24 03:37:03

Date: 31-JUL-2024

Company Name: Saratoga, Town Of

Attn.: Mike Morris

Billing Address: P O Box 486

City, State, Zip Code: Saratoga, WY 82331

Customer Contact: Mike Morris

Phone: 307-326-8354

P.O.#: N/A

Customer #: 1036314061

Bill to Tag#: 0002

Contract Start Date: 01-AUG-2024

Contract End Date: 31-JUL-2025

Payment Cycle: MONTHLY

Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1405C	NETWORK PREVENTATIVE	\$163.97	\$1,967.67
	SVC01SVC1424C	MAINTENANCE-LEGACY		
		ONSITE RESPONSE-LOCAL	\$1,169.89	\$14,038.64
		DISPATCH-STANDARD		
	SVC02SVC0661A	SMARTNET/CONVENTIONAL	\$160.62	\$1,927.41
		INFRASTRUCTURE REPAIR		
Sub Total			\$1,494.48	\$17,933.72
Taxes			\$0.00	\$0.00
Grand Total			\$1,494.48	\$17,933.72
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

<i>Glen Crumpton</i>	Customer Support Manager	July 31, 2024
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

GLEN CRUMPTON	(307)274-2954
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name : Saratoga, Town Of
Contract Number : USC000137172
Contract Modifier : R03-APR-24 03:37:03
Contract Start Date : 01-AUG-2024
Contract End Date : 31-JUL-2025

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a

written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

SALTUS TECHNOLOGIES

907 South Detroit Avenue
Suite 820
Tulsa, OK 74120

Phone # 918-392-3900
Fax # 918-392-3901

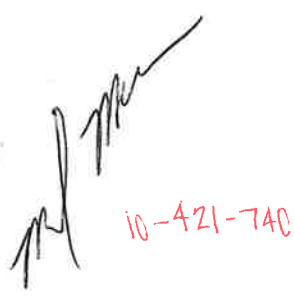
Item 16)

Date	Invoice
9/1/2024	2409-30

Bill To

Saratoga Police Department
111 E Spring Ave
Saratoga, WY 82331

P.O. Number	Terms	Rep
	Net 15	JH

Quantity	Item Code	Description	Price Each	Amount
1	dT M&S	digiTICKET Annual Software Maintenance & Support Agreement	1,975.00	1,975.00T
1	Hosting	digiTICKET Annual Hosting Fee	1,560.00	1,560.00T
		Services from Oct 2024 through Sept 2025		
		Out-of-state sale, exempt from sales tax	0.00%	0.00
				

Please remit to Saltus Technologies, LLC at address above.

Payments/Credits	\$0.00
Balance Due	\$3,535.00

**TOWN OF SARATOGA
RESOLUTION NO. 2024-08**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING LOAN FUND ON BEHALF OF THE GOVERNING BODY OF THE TOWN OF SARATOGA. FOR THE PURPOSE OF FUNDING THE 2025 SARATOGA SANITARY SEWER IMPROVEMENT PROJECT. THE CONSTRUCTION PROJECT WILL COMPLETE NEEDED IMPROVEMENTS TO THE TOWN OF SARATOGA'S SANITARY SEWER SYSTEM. THE PROJECT INCLUDES THE REPLACEMENT OF SEWER MAIN LINES UNDERNEATH THE NORTH PLATTE RIVER AS WELL AS VARIOUS AREAS THROUGHOUT THE COMMUNITY.

WHEREAS, the governing body of the Town of Saratoga desires to participate in the State Revolving Fund Program to assist in financing this project; and

WHEREAS, the Town of Saratoga recognized the need for the project; and

WHEREAS, the STATE REVOLVING FUND PROGRAM required that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, The Governing Body of the Town of Saratoga plans to repay the requested State Revolving Fund Loan with funds accrued from annual revenue produced by the Sewer Enterprise Fund as well as Special Purpose Tax funding.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF SARATOGA, WYOMING, that a loan application in the amount of \$3,150,000.00 be submitted to the State Loan and Investment Board for consideration at the State Loan and Investment Board meeting to assist in funding the 2025 Saratoga Sanitary Sewer Improvement Project.

BE IT FURTHER RESOLVED, that Mayor, Chuck Davis, Clerk, Jennifer Anderson, Treasurer, Corina Dailey, and Director of Public Works, Emery Penner are hereby designated as the authorized representatives of the Town of Saratoga to act on behalf of the Governing Body on all matters relating to this loan application.

PASSED, APPROVED AND ADOPTED THIS 1ST DAY OF OCTOBER, 2024.

ATTEST:

Jennifer Anderson, Clerk

Chuck Davis, Mayor

TOWN OF SARATOGA
SOUTH RIVER STREET WATERLINE IMPROVEMENTS
CHANGE ORDER NO. 1

Notice to Proceed	5/13/2024			
Substantial Completion	9/30/2024	140	Days	Original Contract Time
Final Completion	10/10/2024	150	Days	Original Contract Time

New Substantial Completion Date*	10/31/2024	31 Days	[Change Order No. 1]	
New Final Completion Date**	6/30/2025	263 Days	[Change Order No. 1]	

*All other Contract Items need to be completed prior to the New Substantial Completion Date

**Added time for Add Alternate - Chip Seal, to be completed in the Spring/Early Summer of 2025



September 17, 2024

From: Crystyn Lasley, CEO, Rocky Mountain Sand & Gravel, LLC

To: The Town of Saratoga

RE: Chip Seal Bid Alternate on S. River Street Waterline Replacement Project

Hello,

Due to the inability to secure a Chip Seal subcontractor and the weather turning for a successful chip seal, we are unable to complete the bid alternate for chip seal and fog seal items this construction season. We are requesting an extension of our contract in order to complete these items during the 2025 construction season.

We apologize for the inconvenience and sincerely appreciate your consideration in this matter.

Respectfully,

Crystyn Lasley, CEO

Rocky Mountain Sand & Gravel, LLC

307-203-9809



INVOICE

Town of Saratoga

Invoice Date
Sep 25, 2024

Invoice Number
INV-2310

Reference
Rainbow rd & Airport way
asphalt patching

FEIN
xxx-xx-9391

Rocky Mountain Sand &
Gravel, LLC
PO BOX 22417
CHEYENNE WY 82003
(307) 221-1278

Description	Quantity	Unit Price	Tax	Amount USD
Asphalt patching for Rainbow Rd / Airport Way SQUARE YARDS	503.00	90.00	None	45,270.00
Subtotal				45,270.00
TOTAL TAX				0.00
TOTAL USD				45,270.00

Due Date: Oct 31, 2024

Invoices due on date listed due at top of invoice. All overdue accounts are subject to a 2% charge.



INVOICE

Town of Saratoga

Invoice Date
Sep 20, 2024

Invoice Number
INV-2311

Reference
Never Forget Park asphalt
patching

FEIN
xxx-xx-9391

Rocky Mountain Sand &
Gravel, LLC
PO BOX 22417
CHEYENNE WY 82003
(307) 221-1278

Description	Quantity	Unit Price	Tax	Amount USD
Asphalt patching at Never Forget Park SQUARE YARDS	406.00	96.00	None	38,976.00
Subtotal				38,976.00
TOTAL TAX				0.00
TOTAL USD				38,976.00

Due Date: Oct 31, 2024

Invoices due on date listed due at top of invoice. All overdue accounts are subject to a 2% charge.



INVOICE

Town of Saratoga

Invoice Date
Sep 24, 2024**Invoice Number**
INV-2309**Reference**
Civic Center Asphalt Patching**FEIN**
xxx-xx-9391Rocky Mountain Sand &
Gravel, LLCPO BOX 22417
CHEYENNE WY 82003
(307) 221-1278

Description	Quantity	Unit Price	Tax	Amount USD
Asphalt patch at civic center SQUARE YARDS	198.00	96.00	None	19,008.00
Asphalt removals at civic center SQUARE YARDS	198.00	13.00	None	2,574.00
Subtotal				21,582.00
TOTAL TAX				0.00
TOTAL USD				21,582.00

Due Date: Oct 31, 2024

Invoices due on date listed due at top of invoice. All overdue accounts are subject to a 2% charge.

TERMINATION AND RELEASE OF RESTRICTIVE COVENANT

The undersigned Charles Davis, acting in his capacity as Mayor of the Town of Saratoga, Wyoming, a municipal corporation, as grantor, named beneficiary, and the sole holder ("**Grantor**") of that certain restrictive covenant regarding construction of a 50-bed unit for a rest and care facility the "**Restriction**") set forth in a Warranty Deed executed by Grantor in favor of A.L. Welton, as grantee and obligor, his heirs, successors and assigns, under date of October 26, 1973, and recorded in Book 592, Page 464, as Document No. 529252, of the records of the Clerk of Carbon County, Wyoming (the "**Deed**"), covering the property described in the Deed and on **Exhibit A** attached hereto (the "**Encumbered Property**"), hereby certifies and declares that the rights and obligations arising out of Deed and the Restriction have been fully satisfied and discharged, and, as a result, the Restriction is hereby terminated, and all right, title and interest of Grantor in and to the Encumbered Property or with respect to and arising out of the Restriction is hereby terminated and fully released.

NOW THEREFORE the undersigned Grantor does hereby terminate and release the Restriction and relinquish any and all right, title or interest in or to the Encumbered Property or the Restriction covered or created thereby.

[remainder of this page is intentionally left blank]

- IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Restrictive Covenant on this ____ day of September, 2024.

GRANTOR:

Town of Saratoga, Wyoming,
a municipal corporation

By: _____
Charles Davis, Mayor

[illegible]

On this day of September, 2024, personally appeared Charles Davis, acting in his capacity as Mayor of the Town of Saratoga, Wyoming, who executed the foregoing instrument and acknowledged to me that he executed the same as the act of said Town.

WITNESS my hand and official seal.

(Seal)

Notary Public
My commission expires:_____

Exhibit A

(the Encumbered Property)

All of Block numbered Thirty-Seven (37) in The Highland Addition to the Town of Saratoga,
Carbon County, Wyoming

33036680_v1

**TOWN OF SARATOGA
RESOLUTION NO. 2024-07**

A RESOLUTION OF THE TOWN OF SARATOGA ADOPTING THE 2024 SARATOGA TRANSPORTATION ALTERNATIVE MASTER PLAN AS AN AMENDMENT TO THE 2016 COMPREHENSIVE MASTER PLAN. FURTHERMORE, ESTABLISHING PURPOSE AND NEED FOR FUNDING FOR FUTURE IMPROVEMENTS TO THE TOWN'S VEHICULAR AND PEDESTRIAN MOBILITY ROUTES.

WHEREAS, the Town of Saratoga Planning Commission completed a thorough study involving sufficient public input concerning alternative mobility routes in the community.

WHEREAS, the completed study identified several potential improvements to the community as well as potential funding strategies for these improvements.

WHEREAS, the Town of Saratoga, Town Council finds it in the best interest of the community to support the implementation of certain improvements identified in the Saratoga Transportation Alternative Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF SARATOGA, WYOMING, that the 2024 Saratoga Transportation Alternative Master Plan completed by OV Consulting, be adopted as an amendment to the 2016 Town of Saratoga Comprehensive Master Plan.

PASSED, APPROVED AND ADOPTED THIS 3rd day of September 2024.

ATTEST:

Jennifer Anderson, Clerk

Chuck Davis, Mayor

STATE OF WYOMING)
) ss.
County of Carbon)

On this _____ day of _____ 2024, before me, a Notary Public in and for said State, personally appeared Chuck Davis, known or identified to me to be the Mayor of the Town of Saratoga that executed the said instrument, and acknowledged to me that such Town of Saratoga executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Wyoming
Residing at:
My commission expires: _____

TOWN OF SARATOGA

P.O. BOX 486
110 E. Spring Avenue
SARATOGA, WYOMING 82331

www.townofsaratoga.org

Phone: 307-326-8335

Fax: 307-326-8941

Email: townhall@saratogawyo.org

Mayor Chuck Davis
Councilman Michael Cooley Councilwoman Kathy Beck
Councilman Jerry Fluty Councilman Bub Barkhurst

DRAFT DECISION OF RECORD

TOWN OF SARATOGA PLANNING AND ZONING COMMISSION

DAVID ROUSA ZONE CHANGE APPLICATION

In the Matter of:)	APPLICATION NUMBER ZC-24-1
)	
Zone Change Application)	FINDINGS OF FACT
Property owned by David Rousa)	CONCLUSIONS OF LAW,
<u>Saratoga, Carbon County, Wyoming</u>)	<u>AND RECOMMENDATION</u>

This Matter, came before the Town of Saratoga Planning and Zoning Commission for consideration on August 13, 2024. The Planning and Zoning Commission reviewed the Zoning Change application ZC-24-1. The application submitted was a proposal to change a piece of property **currently zoned RB-Retail Business District to RD-7200 Low Density Residential District**. The Commission also reviewed the materials submitted and considered public testimony. Based on the evidence presented, the Commission makes the following Findings of Fact, Conclusions of Law and Recommendation:

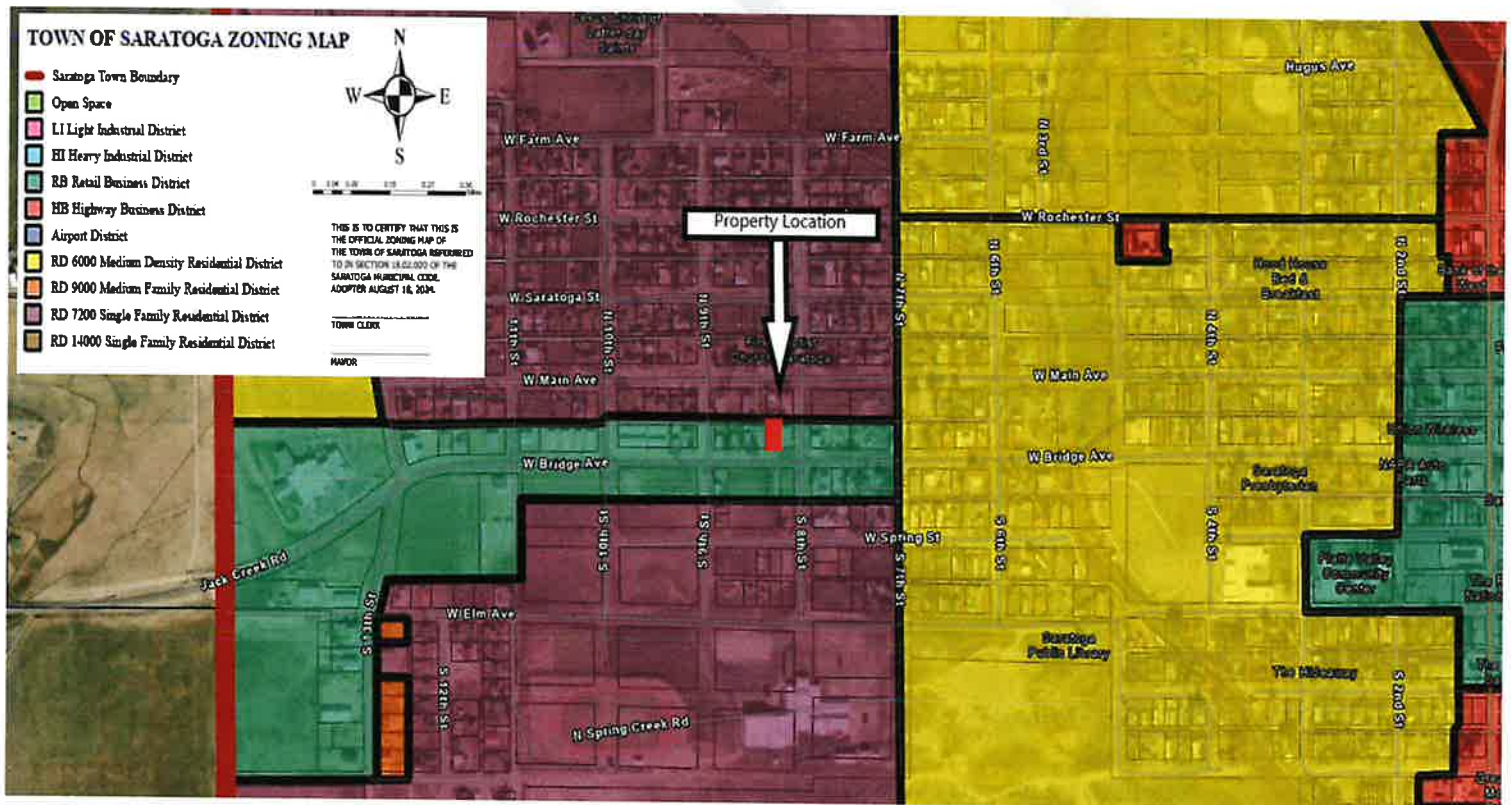
FINDINGS OF FACT

1. The Applicant is: David Rousa
423 E. Honda Bow Rd.
Pheonix, AZ 85086
2. Submitted Documents.
 - a. Application
 - b. Neighboring property signatures
3. The property owner is David Rousa.
4. The location of the property is: Lot 11 Block 29 SRE and Improvement District Subdivision. Generally known as undeveloped land on West Bridge Avenue between 8th Street and 9th Street in Saratoga Wyoming, currently addressed as 804 W. Bridge Avenue.

Zone Change Application, David Rousa
804 West Bridge Avenue
Page 1 of 8



5. The subject property is .17 acres (7200 sq. ft.)
6. The proposed property is currently zoned RB-Retail Business
7. The property is not in the floodplain
8. The property is not a wetland
9. The property is not a historical site
10. The property will have access to the Town of Saratoga Water and Sewer System
11. The property will have direct access to underground power
12. Access to the lot is from W. Bridge Avenue



Zone Change Application, David Rousa
 804 West Bridge Avenue
 Page 2 of 8

13. Surrounding uses are:

- a. North- Residential/empty ground
- b. West-Residential
- c. South-Empty ground, Residential and Storage Sheds
- d. East-Private Shop

14. The development is not in conflict with the operation of the local municipal airport.

15. No excess noise or pollution will be produced with the development.

16. On August 13, 2024, a public hearing before the Planning and Zoning Commission was held.

17. Notices for the hearing were published in accordance with Wyoming Code

- i. Newspaper notices July 25, 2024 (Legal #8962)
August 1st, 2024 (Legal #8962)

18. On site notice was published by staff on July 26, 2024



Zone Change Application, David Rousa
804 West Bridge Avenue
Page 3 of 8

19. Signatures of approval were received from of neighboring property owners within 300 ft.

List of property owners within 300 ft			Approve	Dissapprove
Name	Address	Address		
ANDREWS BERT Z AND HELEN I C/O NALDER TAMMIE	811 W. Main	Saratoga, WY 82331		
BENNETT DONALD L AND CYNTHIA KAY	811 W. Bridge	Saratoga, WY 82332	x	
DRAGONFLY PROPERTIES LLC	720 W. Main	Saratoga, WY 82333		
FIEDOR CRAIG T AND CARLA MAE JEAN	808 W. Main	Saratoga, WY 82334	x	
FIRST BAPTIST CHURCH	802 W. Main	Saratoga, WY 82335	x	
HALL MARY ALICE	808 W. Bridge	Saratoga, WY 82336	x	
HAMEL JERRY L AND JUDY L	810 W. Main	Saratoga, WY 82337	x	
HOWE MARVIN E	807 W. Bridge	Saratoga, WY 82338		
HUHTA PAYTON JAMES AND IOANA	Lots 8 and 9 Blk 36 SRE & I West	Saratoga, WY 82339		
LEISETH MAX	803 W. Bridge	Saratoga, WY 82340		
MANSFIELD THOMAS R	116 S. 8th St.	Saratoga, WY 82341		
MC HALE JUDY ADAMS	Lots 10 and 11 Blk 36 SRE & I West	Saratoga, WY 82342		
MILLER MACKLIN R AND DIANA D	118 N. 8th	Saratoga, WY 82343	x	
OXFORD CORY EUGENE	801 W. Bridge	Saratoga, WY 82344		
PURE DIXIE LLC	715 W. Bridge	Saratoga, WY 82345	x	
REDMOND DAVID BRIAN AND PATRICIA M	812 W. Bridge	Saratoga, WY 82346	x	
SHEPARD CONSTRUCTION SOLUTIONS LLC	Lots 7 through 12 Blk 30 SRE & I West	Saratoga, WY 82347		
SJODEN RANDAL C AND DONNA M	802 W. Bridge	Saratoga, WY 82348		
STOLNS DAVID A	722 W. Bridge	Saratoga, WY 82349	x	
STOLNS VICKIE M	710 W. Spring	Saratoga, WY 82350	x	
WAGNER VERNON D AND	810 W. Bridge	Saratoga, WY 82351	x	
WEBER CURTIS AND MELINDA	Lot 10 Blk 24 SRE & I West	Saratoga, WY 82352		

20. Written Comments were received from:

21. Agency Comments were received from:

22. Public Testimony in favor received from:

23. Public Testimony neutral received from:

24. Public Testimony against received from:

25. The following sections of the Wyoming State Code, Saratoga Town Code, and Saratoga Comprehensive Master Plan that apply to this proposal:

- a. Wyoming State Code, Title 15
- b. Saratoga Town Code, Title 17
- c. Saratoga Town Code, Title 18
- d. Saratoga Comprehensive Master Plan Land Use Goals and Future Land Use Map

26. The Town of Saratoga Planning and Zoning Commission has made the following findings:

Legal Document Conclusions			
Conclusion			Standard
Compliant	n/a	Not Compliant	
			<p>Finding: Wyoming State Code has granted authority to the Town of Saratoga to regulate development including this proposal.</p> <p>Fact: Authority is granted cities and towns by Wyo. Stat. Sections 15-1-502 through 512 to establish a planning commission to assist the governing body with a review and recommendation process concerning land and transportation planning and development, and public improvements. Further authority pursuant to Wyo. Stat. Section 15-1-101(a)(v) allows for the establishment of planning regulations and policies through city ordinances, resolutions and rules and regulations.</p>
			<p>Finding: Saratoga Town Code requires that:</p> <p>18.24.050 Lots in RD7200 zoning district be of a certain size and shape.</p> <p>Fact: The proposed lot meets the required:</p> <p>Min. lot area of 7200 sq. ft. Min lot width of 60 ft. Min corner lot width of 75ft. Min lot depth of 100 ft.</p>

			<p>Finding: Zoning change(s) will not create situations where potentials uses are incompatible with existing uses.</p> <p>Fact: The proposed zoning change wouldn't be incompatible with surrounding uses because all of the current uses are allowed within the newly proposed zone.</p>
			<p>Finding: Saratoga Town Master Plan has a future land use map that should be used to guide long term land use decisions.</p> <p>Fact: The proposal will not create the need for a major update to the Future Land Use Map as it still maintain the use areas as they are currently defined. It is a minor adjustment of a current boundary between two zoning districts.</p>
			<p>Finding: Saratoga Town Master Plan identifies infill housing development as a primary goal.</p> <p>Fact: The proposed zoning designation is congruent with Goals identified in the Master Plan.</p> <ul style="list-style-type: none"> • Locate new developments in close proximity to areas where public services already exist and can be provided efficiently. • Allow for infill housing where applicable • Ensure that any new development does not place undue burden on the existing system or greatly diminish the quality of existing levels of service. • Approval of the Zone Change would allow an opportunity for an existing lot surrounded by similar uses to be developed for residential purposes.

			<p>Finding: ADDITIONAL FINDINGS MAY BE ADDED FOR APPROVAL OR DISSAPPROVAL DURING THE DELIBERATION PROCESS.</p> <p>Fact:</p>
			<p>Finding: ADDITIONAL FINDINGS MAY BE ADDED FOR APPROVAL OR DISSAPPROVAL DURING THE DELIBERATION PROCESS.</p> <p>Fact:</p>
			<p>Finding: ADDITIONAL FINDINGS MAY BE ADDED FOR APPROVAL OR DISSAPPROVAL DURING THE DELIBERATION PROCESS.</p> <p>Fact:</p> <p>Finding: ADDITIONAL FINDINGS MAY BE ADDED FOR APPROVAL OR DISSAPPROVAL DURING THE DELIBERATION PROCESS.</p> <p>Fact:</p>

CONCLUSIONS OF LAW

The Planning and Zoning Commission reviewed the application in regard to, the Town of Saratoga Zoning Ordinance Title 17 and Title 18, The Town of Saratoga Master Plan, Wyoming State Code and based on the conditions required herein, concludes the zone change application (IS OR IS NOT) in compliance with all three documents.

RECOMMENDATION

WHEREFORE, based upon the foregoing Findings of Fact, Conclusions of Law, and Recommendation, the Town of Saratoga Planning and Zoning Commission hereby recommends APPROVAL OR DISSAPROVAL of APPLICATION NUMBER ZC-24-1 for the zone change of the property described heir in from RB-Retail Business to RD-7200 Low Density Residential District. Subject to the following conditions:

Planning and Zoning Commission Chairman

Date: _____

SUBSCRIBED AND SWORN to before me the day and year first above written.

Notary Public for _____
Residing at _____
Expires: _____

TOWN OF SARATOGA
P.O. BOX 486
110 E. Spring Avenue
SARATOGA, WYOMING 82331

Item 25)

www.townofsaratoga.org

Phone: 307-326-8335

Fax: 307-326-8941

Email:

townhall@saratogawyo.org

Mayor Chuck Davis
Councilman Michael Cooley Councilwoman Kathy Beck
Councilman Jerry Fluty Councilman Bub Barkhurst

October 10, 2024

Town of Saratoga
Planning and Zoning Department
110 E. Spring Ave.
Saratoga, WY 82331
307-447-2882
e.penner@saratogawyo.org

Hugh J. O'Halloran, Council for Brush Creek LLC
645 South Cache Street, Suite 100
P.O. Box 68
Jackson, WY 83001

Subject: Town of Saratoga Zoning Verification for 207 Holly Avenue.
Attached: Brush Creek Letter (Exhibit A), 207 Holly Avenue Site Plan (Exhibit B)

Mr. O'Halloran,

Your client, Brush Creek LLC has submitted materials to the Town of Saratoga concerning a proposed use at 207 Holly Avenue. The purpose of this letter is to verify the proposal's compliance or lack thereof with the Town of Saratoga's Zoning Ordinances.

After reviewing the proposal provided by Brush Creek LLC (see attachments), in regard to the Town of Saratoga Zoning Ordinances and consulting with the Town Attorney, the Town of Saratoga makes the following finding: The proposed use as described by the provided attachments is in compliance with the Town's Highway Business Zoning District.

Furthermore, the Town of Saratoga makes an additional finding concerning parking requirements for the proposed use. For the proposed use to be in compliance with the Town of Saratoga's Zoning Ordinance the proposed use would need to provide a parking space for each unit. Given this fact the proposed parking on the site plan which includes the off-street parking on the west of the property, as well as the off-street parking on the east of the property (option 2) must be adhered to, in order for the proposal to be in compliance.

This letter is only a verification of the use as described by the provided materials, any deviation from that use may cause a noncompliance issue. This letter does not waive the requirement of any adherence to additional federal, state or local regulations. Nor does this letter act as an approval of permits that may be required by federal, state or local agencies. Thank you for taking the time to consult with the Town of Saratoga on this matter, if you have any questions, please do not hesitate to contact me.

Regards,



Emery Penner
Planning and Zoning Director

Zoning Verification Letter
Town of Saratoga 10-1-2024
Exhibit A

September 26, 2024

VIA EMAIL ONLY

Kylie Waldrip
Saratoga Town Attorney
715 West Pine Street
P.O. Box 998
Rawlins, WY 82301
Email: kylie@kmwpc.net

Planning Director Emery Penner
Saratoga Department of Public Works
Saratoga Town Hall
110 E. Spring Ave.
Saratoga, WY 82331
Email: emerypenner@saratogawyo.org

Re: Zoning Compliance Verification - Proposed Use of 207 Holly Street, Saratoga, Wyoming, as a Lodge or Boarding House for Employees of Brush Creek Ranch

Dear Ms. Waldrip and Mr. Penner:

As you are aware, this firm represents Brush Creek LLC ("Brush Creek") in connection with a possible purchase of the historic senior care facility located at 207 Holly Street in Saratoga, Wyoming (the "Property"). If Brush Creek completes the purchase of the Property, it intends to remodel the facility and use it for temporary, but not necessarily short-term, lodging or boarding of Brush Creek Ranch employees. It's ability to do so, of course, is dependent on our confirming that the current Highway Business District zoning of the Property would permit that use. Proposed site plans and floorplans for the remodeled facility are attached to this letter for your reference. The discussions set forth in this letter assume the facility is remodeled in a fashion substantially consistent with the attached site plans and floorplans.

In accordance with our discussions, this letter is being submitted for the purpose of requesting Town of Saratoga confirmation that use of the Property as a boarding or lodging house for Brush Creek Ranch employees, in the format and configuration proposed by Brush Creek, is a permitted use within areas zoned Highway Business District. The permitted uses listed in the zoning code for the Highway Business District include "[h]otels, motels and lodges, tourist lodges" but do not include residential usage. See Code of Ordinances § 18.33.020. Lodges, tourist lodges and boarding houses are not defined in the Town of Saratoga Code of Ordinances (the "Code"), but they are expressly excluded from the definition of a "dwelling" under the Code, making them fundamentally nonresidential uses. *Id.* at § 18.06.120. "Dwelling" is the term used in the Code to describe residential properties, and it expressly excludes "hotels, boarding and lodging houses, fraternity or sorority houses, rest homes and nursing homes or child care nurseries." *Id.* Notably, multiple family residences are separately defined as a "building or group of buildings on the same lot designed to be occupied by three or more families living independently of each other." *Id.* at § 18.06.350 (emphasis added). Finally, boarding and lodging houses also are distinguished from residential dwelling units and hotels and motels in the off-street parking provisions of the Code. See *Id.* at § 18.45.010.

Because lodges, tourist lodges and boarding houses are not defined within the Code or within the Wyoming Statutes (aside from fraternal lodges, as an organizational concept), we've turned to other sources to provide some level of guidance and clarity, including definition of similar or analogous concepts not detailed in the Code. A brief review of the common definitions of these terms provide the following insights:

- *Lodge* was generally defined as either a fraternal lodge or as a communal structure with various tourism-oriented uses – gatehouses, sleeping quarters, meeting facilities, etc.
- *Tourist Lodge* “is a house or hut in the mountains or countryside where people stay on vacation, often for hunting or fishing. Lodges are usually temporary accommodations, and are more likely to be found off the beaten path than chain hotels.” No more complete or helpful definitions were located.
- *Lodging House* is “a house in which rooms are rented, especially a house other than an inn or hotel; rooming house.” (emphasis added)
- *Rooming House*, “also called a “multi-tenant house”, is a “dwelling with multiple rooms rented out individually”, in which the tenants share kitchen and often bathroom facilities.” (emphasis added)
- *Boarding House* is “a house (frequently a family home) in which lodgers rent one or more rooms on a nightly basis, and sometimes for extended periods of weeks, months, and years. The common parts of the house are maintained, and some services, such as laundry and cleaning, may be supplied.” (emphasis added)
 - See also Wyoming Statute Section 35-2-901(a)(iv), which provides as follows in the context of licensed nursing home facilities: “*Boarding home*” means a dwelling or rooming house operated by any person, firm or corporation engaged in the business of operating a home for the purpose of letting rooms for rent and providing meals and personal daily living care, but not habilitative or nursing care, for persons not related to the owner. Boarding home does not include a lodging facility or an apartment in which only room and board is provided.”
 - The term “lodging facility” is not further defined in the Wyoming Statutes.

The common elements of the foregoing definitions that proved useful in this context are (a) accommodation of multiple occupants, (b) rental of rooms for sleeping and living accommodations, whether for short-term or long-term occupancy, and (c) shared use spaces, such as kitchen, dining, laundry, living and bathroom facilities, as well as common areas. We believe those elements can and should be applied to the Town of Saratoga's references to lodges and tourist lodges in Section 18.33.020(c) of the Code.

As you can see from the proposed floorplan of the remodeled facility, the Property is laid out in studio apartment style and is not well suited to accommodate families with children.



Saratoga Town Attorney Kylie Waldrip
 Planning Director Emery Penner
 September 26, 2024
 Page 3


Based upon the lack of individual kitchen/cooking areas, the use of common rooms and shared public living and recreational spaces both indoor and outdoor, the employee occupants would not be living "independently" of each other as contemplated by the Code's concept of "dwellings." To the contrary, this facility would require, and is intended to foster, a strong element of communal living. As a point of clarification, Brush Creek does not intend to physically enlarge the footprint of the existing building on the Property. However, as you can see from the attached site plan, Brush Creek does intend to provide additional off-street parking immediately to the west and potentially also to the east of the building on the Property.

As a technical matter, Brush Creek's reading of the Code is that it does not actually require the proposed use of the Property to comply with the Code's off-street parking requirements, because the existing facility was in lawful use prior to July 6, 1992. *See Id.* at § 18.45.040.A. Based upon the referenced Code provision, the Property remains exempt from the off-site parking requirements, even if converted or changed to a different use after July 6, 1992, as long as there is no physical enlargement of the building on the Property. *Id.* Brush Creek's floorplan includes 34 lodging rooms, which would require 34 off-street parking spaces. However, public parking spaces "one-half or more of which are immediately adjacent to the property" also count toward satisfying that parking requirement. *Id.* at § 18.45.010.D. If Brush Creek is required to comply with the Code's off-street parking requirements, please confirm whether public street parking immediately adjacent to the Property may also be counted toward satisfying the number of parking spaces required by Code § 18.45.010.C. *Id.*

Finally, please confirm that as long as Brush Creek does not alter or enlarge the existing structures on the Property, any nonconforming aspects of the existing structures may be continued pursuant to § 18.66.040 of the Code.

We sincerely appreciate the Town's willingness to consider this request on Brush Creek's behalf. It is Brush Creek's view that the Town's vision for the community, as embodied in its Comprehensive Master Plan, coupled with its willingness to consider allowing Brush Creek to utilize the Property for employee housing, will enable Brush Creek and its employees to continue to support the community and to contribute to its long-term vitality. If you have questions or concerns about any of the foregoing, please do not hesitate to call me. Thank you for the opportunity to present these thoughts and for your assistance and consideration in this matter.

Very truly yours,



Hugh J. O'Halloran
 Partner,
 of Holland & Hart LLP



Saratoga Town Attorney Kylie Waldrup
Planning Director Emery Penner
September 26, 2024
Page 4

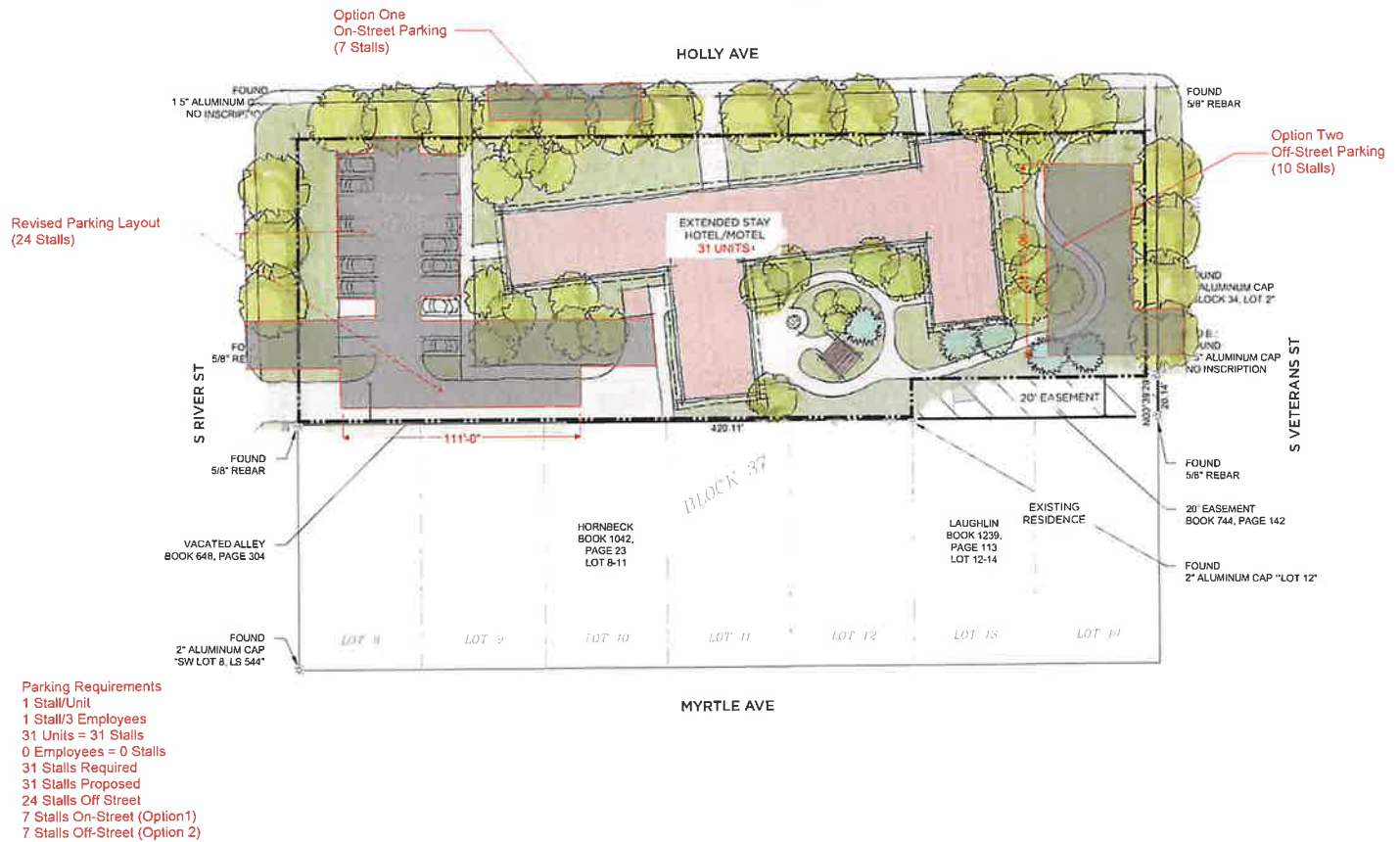
Attachments

cc: Mayor Chuck Davis via electronic mail
Paula Spada via electronic mail

33024318_v3

Zoning Verification Letter
Town of Saratoga 10-1-2024
Exhibit B

SARATOGA CARE CENTER



SARATOGA CARE CENTER
BRUSH CREEK RANCH



**South Central Wyoming Emergency Medical Services
PO Box 1192 / Saratoga, WY 82331 / info@scwems.com
September 11, 2024 6PM
Official Special Meeting Minutes
Virtual**

The meeting started the meeting at 6:04PM on Monday, May 20, 2024. Those present were Bookkeeper Mandy Goodwin, Penny Layman, Mayor Morgan Irene, Marie Christen, Kenzie Strauch, Jason Nordquist, Irene Archibald, Kyle Warren, David Felix and Director Stayton Mosbey.

Additions/Corrections to the Agenda – No changes made to the agenda.

Introduction of Guests – No guests present.

New Business -

- Discuss contractor bids for the Hanna EMS station- the 3 bids came in high from \$729,400-\$1,075,000. The board was under the assumption that all bids are supposed to be turned in by October 31 and in the contract there is a clause that states that a notice has to be given by writing and both parties have to agree for the deadline has to be October 1st. The board never received anything that states there was anything amending the contract. Craig made a scoring rubric to pick a bidder that isn't just based on the lowest bidder. Irene said we haven't done that yet because the bids were so shocking. The price the board was hoping for was around \$450,000. Irene said we need significant dirt work to get the sewer line to slope downward. Craig Kopasz's suggestion is to use quality fill so that the foundation is stable. Marie Christen suggested calling for other quotes like VAP constructions as their emails state they can build a larger post frame building for \$216,500 which included concrete, windows, doors, and insulation.
- Bid acceptance / approvals – Mayor Morgan Irene made a motion to accept the lowest bid. It was still higher than what we were expecting and the motion is also contingent upon getting the grant. Jayson Nordquist seconded. Motion carried. Penny Layman asked Marie could call VAP construction regarding the post frame building advertisement that she found.

Executive Session

No executive session was necessary.

Adjourn

The board adjourned at 6:35pm.

Next meeting: September 16, 2024, 6:00pm, Medicine Bow, WY.

Respectfully,

Marie Christen

Marie Christen
Secretary

9-16-2024
Date


Irene Archibald
Chairperson

South Central Wyoming Emergency Medical Services
PO Box 1192 / Saratoga, WY 82331 / info@scwems.com
August 15, 2024 6:30PM
Official Minutes
Riverside, WY

The meeting started at 6:35PM on Thursday, August 15, 2024. Those present were Irene Archibald, Mayor Morgan Irene, Gayle Wessel, Penny Layman (arrived at 7:09 PM), Shana Romero, Kyle Warren, Mandy Goodwin and Director Stayton Mosbey. Kenzie Strauch and Jayson Nordquist were present via Google Meets.

Additions/Corrections to the Agenda – Director Mosbey asked that guest, Craig Kopasz, be allowed to start the meeting with his presentation. Mayor Morgan Irene made a motion to approve the agenda with changes. Seconded by Gayle Wessel. Motion carried.

Introduction of Guests – Craig Kopasz from Engineering Associates was present. He explained that while Design, Bid, Build is his preferred method, the tight timeframe of the grant deadline was the reason for going with the Construction Management at Risk (CMAR). He stated that he'd spoken with several contractors who are interested and might submit bids. Bids on the Request for Proposal (RFP) are due September 9 by 1PM. The construction manager will have two weeks to advertise for subcontractors, if he/she desires. Multiple calls and voicemail messages have been left for Elizabeth Blackwell (head of SLIB), without response. Craig handed out rough plans for the building, including services that will need to be run to the building. Jayson Nordquist will ask the Town of Hanna whether the water tap fee will indeed be waived, as was initially indicated. We will go with the quoted sewer fee of \$3,500. This site used to house the old gym, pool and classrooms. If there is buried concrete from the previous building, it could pose a problem during digging. Craig mentioned the need for about 1,500 cubic yards of fill. The board asked about using roto-mill. Craig stated that because one cannot quantify the compaction of roto-mill, he suggested using road base. We will discuss this further when we're closer to that part of construction. Mayor Irene was interested in knowing the R-value of insulation the contractors would be using, and Craig stated that we could request that information on their bid. Irene Archibald stated that she spoke with Black Hills Energy and we qualify for their incentive, up to \$3,500. Irene Archibald will also speak with Rocky Mountain Power. It was mentioned that fiber was never located, but Jayson Nordquist stated that we can tap into the vault by the monument and there was also fiber to an old mobile home that can be re-routed to the new build site. Wednesday, August 28 at 10AM there will be a pre-proposal meeting on site in Hanna. And Statements of Qualifications (SOQ) from engineering firms are due August 30 by 10AM.

Minutes – Mayor Morgan Irene motioned to amend the previously approved minutes from the June 25, 2024 special meeting to reflect that Kenzie Strauch attended the meeting via Zoom. Seconded by Kenzie Strauch. Motion carried.

Jayson Nordquist motioned to approve the minutes from the July 15, 2024 meeting. Mayor Morgan Irene seconded. Motion carried.

Special meeting minutes from the August 12, 2024 meeting were not available. They will be emailed to all board members to review and approve, since they are required by UniWyo before they will update our bank account information.

Financials/Bookkeepers Report

Bookkeeper Mandy Goodwin reviewed the financials, and we have received \$43,952.32 from accounts receivable.

- 1) Debit card transactions in the amount of \$1,037.73.
- 2) Unapproved bills paid since last meeting in the amount of \$11,580.98.
- 3) Bills to be paid after approval in the amount of \$14,983.23 (includes two bills received at the meeting: \$242.63 from Wyoming Diesel, and \$1,367.85 to reimburse Director Mosbey for books purchased for upcoming EMT class).

Penny Layman motioned to approve the financials and pay the bills. Mayor Morgan Irene seconded. Motion carried. Bookkeeper Mandy Goodwin presented the treasurer's report. Mayor Morgan Irene moved to approve the treasurer's report. Kenzie Strauch seconded. Motion carried.

Ambulance Director's Report

Director's report is attached.

Old Business

- FY24 Budget Transfers and EOY Profit and Loss were presented by Bookkeeper Mandy Goodwin. Penny Layman motioned to approve the updated budget transfer of \$16,413.72 from Total Payroll Expenses to credit Ambulance and Vehicle Expenses (\$12,078.19) and Contract Services (\$4,335.53), seconded by Jayson Nordquist. Motion carried.
- Ex-officio positions were discussed. Stayton Mosbey indicated that per votes received from volunteers and employees, Kyle Warren received the most votes from the north and Mike Farver received the most votes from the south. Mike declined the nomination. The volunteer from the south with the second most votes was Alison Knoles. Motion to approve Kyle Warren as ex-officio for the north and Alison Knoles as ex-officio for the south was made by Mayor Morgan Irene, seconded by Kenzie Strauch. Motion carried.
- Status of Hanna Station: There will be a school board meeting Monday, August 19, 2024, at the CCSD#2 District Office. Irene Archibald, Mayor Morgan Irene and Penny Layman will attend. Irene Archibald stressed the importance of approving a lease to purchase or purchasing the land, so we can continue moving forward with securing the grant funding.
- WICIP Foundation Grant: we expect to receive \$30K of the \$50K requested for the new ambulance.
- EMT Class will begin Tuesday, August 20. There are 12 students signed up. Of those, a few will be attending the class remotely. Director Mosbey touched on the cost of the class (instructor/supplies/etc) vs payment anticipated from students.

2. New Business

- HF Sinclair: Irene Archibald and Stayton Mosbey attended Energy Day at the Carbon County Fair in Rawlins on August 5th, so they could speak to several of the businesses in attendance

about supporting and donating to SCWEMS. Sinclair was set to help with a donation, but their funding was cut. We were encouraged to reach out to them early next year. Irene Archibald stated that there are other energy companies we can reach out to and she will write to Chokecherry about their project and the potential impact in our service area.

- **Rock Creek Funding:** Mandy Goodwin explained that Carbon County Clerk, Gwynn Bartlett, sent an email indicating that the amount received from the Rock Creek project would be less than expected. The initial letter that SCWEMS sent on this project outlined the impact on services and the total was listed at over \$100K. SCWEMS will receive \$50K.
- **RNB Issue:** a new bank account was opened on August 9th, because a check issued to one of our vendors had been intercepted, washed and deposited with a new payee and amount. Signers on the account were discussed at the August 12th meeting: Penny Layman, Irene Archibald and Marie Christen. Checks for the new account need to be ordered, and Irene stated that they can be ordered at Walmart for a reasonable amount. Mandy Goodwin will order new checks. Irene Archibald asked whether the old account could be left open for deposits only. Mandy Goodwin will check with RNB.
- **County Agreement/Contract & Budget Memo:** Mandy Goodwin advised the board that the annual agreement from the county that indicates our scope of work was received and requested to be returned prior to a monthly meeting, so Irene Archibald read and signed the contract so it could be returned timely. The Budget Memo was received from the County Clerk and indicated that they plan to modify how they fund outside agencies and requested that we review our operations and potentially seek other options for funding. The documents were provided to the board for informational purposes.
- **Mineral Royalties Grant Resolution 24-1:** The Mineral Royalties Grant (MRG) will go toward a new ambulance and will give us the remaining balance needed. Mayor Morgan Irene made a motion to approve resolution to allow application for the MRG, seconded by Penny Layman. Motion carried.

3. Executive Session: No Executive Session Needed

4. Any Further Business / Good of the order

5. Adjourn

Mayor Morgan Irene made a motion to adjourn, seconded by Jayson Nordquist at 9:07pm. Motion carried.

Next meeting: September 16, 2024, 6pm, Medicine Bow Fire Station, Medicine Bow, WY

Respectfully,

Mandy Goodwin

Bookkeeper

9-16-24

Irene Archibald

Date

Irene Archibald, Chairperson

08/15/2024

TO: South Central Wyoming Joint Powers Board

FROM: Stayton Mosbey, Director SCWEMS

RE: Board Update – August 2024

Staffing

1. Applications from Samuel Flohr pending for Driver
2. Orientation for Shayna, Andy and Sunshine in Hanna, went well.
3. Josh Mathieu completed Vegas trip. Is taking NREMT test Sunday.

Vehicles

1. 60 – Hanna
2. 266 – 2nd out Hanna
3. 267 – 4 wheel drive repaired 8/14.
4. 268 – Primary Saratoga
5. 269 – Encampment
6. 272 – Medicine Bow

Operations

1. NPVMC transfers 111 total. 80 ground, 31 Flight Team Transports
2. Radio challenges developed Monday 8/4. The SCWEMS fleet has been updated to work with the new system. An additional programming update will need to occur when the Encampment PD channel gets updated.
3. Protocols had a slight update, Dr. Zimmerman approved the change. RSI approval is underway with WYOEMS.
4. Carbon County Hazard Mitigation workshop number 2 conducted 8/13, still seeking survey responses. Survey link is on SCWEMS facebook.
5. CWHCC field medical unit was delivered to Saratoga, beds unboxed and are going to be loaded. More deliveries are going to be made when the coalition gets their grant.
6. Union wireless installed wifi at the Hanna station. Saratoga and Hanna updated wifi access.
7. BullFest and Touch a Truck scheduled 8/24

Training

1. Peds skills training scheduled 8/3, went well.
2. CPR – HEM coaches 8/6.
3. CPR – Old Baldy Staff 8/29.
4. CPR – Penny had BLS checkoff 8/12

Name	Jan	Feb	March	April	May	June	July
Alison Knoles						1	1
Brenda Zeiger	2	3	1	1	3	9	4
Brian Eveleth	5	6	11	4	8	8	11
Chanel Thrasher	2	1	3	0	0	0	4
Cody Hogan	7	6	21	6	4	4	0
Curtiss Orde	4	10	0	0	2	2	0
Dave Irby	0	0	4	4	0	0	7
Dillon Helm				5	3	5	3
Dusty Jones	1	12	4	0	3	1	2
Frank Fisher	0	0	0	1	0	0	0
Jeff Mincy	1	0	0	0			
Gage Shults-Dunn				1	1	0	1
John Moore	0	1	1	0	0	0	0
John Zeiger	7	9	13	2	14	23	15
Joseph Lujan	1	1	2	2	0	0	2
Kyle Warren	14	16	9	9	10	16	24
Mack Miller	2	2	5	1	0	0	0
Marie Perez	0	0	1	0	1	0	0
McKean "Mac" Madsen	8	6	4	3	4		
Michael Farver	1	3	0	0	2	5	4
Paul Young	0	4	0	0	1	0	0
Roy Zimmerscheid	0	0	0	0			
Ryan Thrasher	1	0	3	0	0	0	0
Samantha Buffington				4	3	2	5
Shana Romero	13	17	19	14	22	15	18
Shannon Fagan	1	2	11	2	6	8	9
Stayton Mosbey	11	10	17	16	13	12	11
Ted Kranenberg	5	6	0	5	4	1	4
Tristan Neilson	17	27	25	16	17	11	22
Tyler Hughes	0	1	0	0			
William Arnold					1	1	1
Yvette Widman	5	10	0	0	2	2	0

Compliant

Excused

Not Compliant

**August 12, 2024 6PM
Special Session Minutes
Google Meets - Virtual**

The meeting started the meeting at 6:00PM on Monday, August 12, 2024. Those present were Bookkeeper Mandy Goodwin, Mayor Morgan Irene, Irene Archibald, Gayle Wessel, Penny Layman, Jayson Nordquist, Marie Christen, Assistant Director Shana Romero and Director Stayton Mosbey.

Additions/Corrections to the Agenda – No additions or corrections to the agenda.

Introduction of Guests – Craig Kopasz from Engineering Associates was present.

New Business

- Approval of Statements of Qualifications ad as presented – Craig Kopasz explained that because of the grant we are applying to, it needs to be published in the newspaper twice, 2 weeks apart. Mayor Morgan Irene motioned to approve the ad as presented, Penny Layman seconded. Motion carried.
- Approval of RFP for construction manager at risk services for construction of SCWEMS Hanna Station – Craig Kopasz explained to the board what CMAR services were and why this would expediate the process and why this would benefit SCWEMS with the tight grant deadline. We have to advertise for our subs twice similarly for our engineering. On August 28th is the proposal meeting and the bids are due by September 10th.

Mayor Morgan Irene motioned to approve the RFP for CMAR services as presented and any other advertising we may need, Penny Layman seconded. Motion carried.

- Review of Hanna Station Cost Dashboard - Total project cost budgeted this year is \$519,985.37.
- Review & Discussion of Site Plan
- RNB Issue with Check Fraud - New Account, Checks & Debit Cards - Signature Card – Bookkeeper Mandy Goodwin explained an issue with our account at RNB. Mandy discovered that the check that goes to the vendor for gasoline had been taken and someone “washed” the check. Someone stole the check and changed who it was written to and the amount was also changed. Because of this, RNB recommended that we close our bank account and open a new account with a different account number. We need a new bank account for RNB and UniWyo. Mayor Morgan Irene made a motion to make the current signers on our accounts as the signers on the new accounts on both RNB and UniWyo accounts and add Mandy as an authorized contact. Jayson Nordquist seconded. Motion approved.
- UniWyo Authorized Signers & Contact(s) – The board addressed this above.

Executive Session

The board determined there was no need for executive session.

Adjourn

Jayson Nordquist made a motion to adjourn at 6:25pm, Gayle Wessel seconded the motion. Motion carried.

Next meeting: August 15, 2024, 6:30pm Riverside Town Hall, Riverside, WY

Respectfully,
Marie Christen
Secretary

9-16-2024

Date



Irene Archibald
Chairperson