

### TOWN COUNCIL REGULAR MEETING APRIL 01, 2025 at 6:00 PM

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

### **AGENDA**

### **CALL TO ORDER**

- 1) Opening Ceremony
- Roll Call: \_\_Mayor Chuck Davis \_\_Councilman Cooley \_\_Councilman Oxford \_\_Councilman Fluty \_\_Councilman Barkhurst

### APPROVAL OF THE AGENDA

### APPROVAL OF THE MINUTES

3) Meeting Minutes from March 18, 2025

### APPROVAL OF THE BILLS

- 4) Deposits \$348,359.41
- 5) Accounts Payable \$144,863.82
- 6) Transmittals \$20,091.10
- 7) Payroll \$47,362.15

### **CORRESPONDENCE**

### ITEMS FROM THE PUBLIC

- 8) Carbon County 250 Candy Moulton
- 9) Josalyn Miller School Dist. #2 Summer Food Program
- 10) Special Events Permit Joe Elder
- 11) Shandiin Talker Massage Therapy Regulations

### **COUNCIL COMMENTS**

### REPORTS FROM DEPARTMENTS

### **Town Hall**

12) Appointment of Town of Saratoga Emergency Manager

### **Police Department**

13) Plus Electric Quote - \$14,800.00

### **Fire Department**

### **Recreation Department**

Next meeting is April 7, 2025 at 6:00 PM at the Town Hall Council Chambers

- 14) Poolweb Quote \$1,206.00
- 15) 2025 Summer Pool Schedule
- 16) New Hires Lifeguards Josie Little, Jillian Jordan, Maggie Elder
- 17) Swimming Deck Pool Repair
- 18) Pool Mosaics Quote \$1,525.59
- 19) Poolweb Quote \$1,361.41 Thinset/Pool Grout

### **Department of Public Works**

- 20) CWSRF Loan Agreement
- 21) TAP Grant Project Update hand out
- 22) Never Forget Park LCWF Grant Project Update
- 23) NFP West Curb hand out

### REPORTS FROM BOARDS AND COMMISSIONS

### **Planning Commission**

Next meeting is April 8, 2025 at 5:30 PM at the Town Hall Council Chambers

- 24) Ordinance 880 Title 17 Subdivision 2nd Reading
- 25) Sign Project Update

### **Water and Sewer Joint Power Board**

Next meeting is April 9, 2025 at 6:00 PM at the PVCC

### **Recreation Commission**

Next meeting is April 7, 2025 at 6:00 PM at the Town Hall Council Chambers

26) Ordinance 881 - Revision of the Composition of the Recreation Commission - 2nd Reading

### Saratoga Airport Advisory Board

Next meeting is April 14, 2025 at 3:30 PM at the Town Hall Council Chambers

27) Landscaping Bid

### **South Central Wyoming Emergency Medical Services Board**

Next meeting is April 21, 2025 at 6:00 PM at Riverside Town Hall

### **NEW BUSINESS**

### **EXECUTIVE SESSION**

### **FURTHER BUSINESS**

### **ADJOURNMENT**

THE NEXT TOWN COUNCIL MEETING WILL BE ON TUESDAY, APRIL 15, 2025 AT 6:00 PM.



### TOWN COUNCIL REGULAR MEETING MARCH 18, 2025 at 6:00 PM

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

### **MINUTES**

### **CALL TO ORDER**

Mayor Chuck Davis called the meeting to order at 6:00PM

- 1) Opening Ceremony
- Roll Call: \_\_Mayor Chuck Davis \_\_Councilman Cooley \_\_Councilman Oxford \_\_Councilman Fluty \_\_Councilman Barkhurst
   All members of Council were present

### APPROVAL OF THE AGENDA

Motion to approve agenda for March 18, 2025 with the addition of the 2025 Wage Scale and proposed raises, made by Councilman Barkhurst, second by Councilman Cooley. Motion carried.

### APPROVAL OF THE MINUTES

3) Meeting Minutes from March 4, 2025 Motion to approve Meeting Minutes from March 4, 2024, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

### APPROVAL OF THE BILLS

Motion to approve all financials from March 18, 2025, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

- 4) Deposits \$226,549.33
- 5) Accounts Payable \$103,847.66
- 6) Transmittals \$51,668.18
- 7) Payroll \$46,380.48

### CORRESPONDENCE

8) Saratoga/Platte Valley Chamber of Commerce - Annual Dinner/Business Awards

### ITEMS FROM THE PUBLIC

Special Events Permit - Joe Elder
 Motion to table until April 1, 2025 made by Councilman Cooley, second by Councilman Oxford, Motion carried.

10) Josalyn Miller - Carbon County School District #2 - Summer Food Program Moved to April 1, 2025 meeting

### COUNCIL COMMENTS

### REPORTS FROM DEPARTMENTS

### **Town Hall**

Motion to approve 2025 Pay Scale and Raises for Full Time employees made by Councilman Barkhurst, second by Councilman Cooley. Motion carried.

Motion to approve 2025 Pay Scale and Raised for Part Time employees made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

11) Stropas Property

Motion to commit to sell property in question to Stropas after Quiet Title has been obtained, made by Councilman Barkhurst, second by Councilman Cooley. Motion carried.

### **Police Department**

- 12) Motorola Invoice # 8282086410 \$2,536.14 Motion to approve Invoice 8282086410 in the amount of \$2,536.14 and 8282085577 in the amount of \$7,982.52 made by Councilman Cooley, second by Councilman Oxford. Motion carried.
- 13) Motorola Invoice #8282085577 \$7,982.52
- 14) ULINE Order \$2,005.00 Motion to approve ULINE purchase in the amount of \$2,005.00 for training materials, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

### **Fire Department**

Fire District workshop at PVCC March 26, at 6:30

### **Recreation Department**

Next meeting is April 7, 2025 at 6:00 PM at the Town Hall Council Chambers

15) New Hires - Swimming Pool

Motion to hire Shelby Condict and Colt Sharp as Cashiers and David Sharp as a Lifeguard per the 2025 Wage Scale, made by Councilman Cooley, second by Councilman Barkhurst. Motion carried,

### **Department of Public Works**

16) Poudre Valley Coop - Quote \$3,144.24 - Grass seed Motion to approve purchase of Grass Seed from Poudre Valley Coop in the amount of \$3,144.24 made by Councilman Cooley, second by Councilman Oxford. Motion carried.

### REPORTS FROM BOARDS AND COMMISSIONS

### **Planning Commission**

Next meeting is April 8, 2025 at 5:30 PM at the Town Hall Council Chambers

17) Ordinance 880 - Title 17 Subdivisions Motion to approve Ordinance 880 - Title 17 - Subdivision on the first reading made by Councilman Oxford, second by Councilman Cooley. Motion carried.

### Water and Sewer Joint Power Board

Next meeting is April 9, 2025 at 6:00 PM at the PVCC

### **Recreation Commission**

Next meeting is April 7, 2025 at 6:00 PM at the Town Hall Council Chambers

18) Ordinance 881 - Revision of the Composition of the Recreation Commission - First Reading Motion to approve Ordinance 881 - Revision of the Composition of the Recreation Commission on the first reading made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

### Saratoga Airport Advisory Board

Next meeting is April 14, 2025 at 3:30 PM at the Town Hall Council Chambers

### **South Central Wyoming Emergency Medical Services Board**

Next meeting is April 21, 2025 at 6:00 PM at Riverside Town Hall

19) Minutes from February 18, 2025

**NEW BUSINESS** 

**EXECUTIVE SESSION** 

**FURTHER BUSINESS** 

**ADJOURNMENT** 

THE NEXT TOWN COUNCIL MEETING WILL BE ON TUESDAY, APRIL 1, 2025 AT 6:00 PM.

Mayor Chuck Davis	
Jennifer Anderson Town Clerk	

Payment Approval Report - Treasurer 2021 Report dates: 3/19/2025-4/1/2025

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Apr 01, 2025 07:40AM

### 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
	e Solutions								
6395	Absolute Solutions	28105	FCC License Renewal-KCN4-Airport	03/12/2025	400.00	.00		42-533-724	325
То	otal Absolute Solutions:				400.00	.00			
Black Hi	ills Energy								
3400	Black Hills Energy	2/17/25-3/19/2	Acct# 4893 8916 95-Meter# BHE47050	03/21/2025	164.49	.00		10-422-270	325
3400	Black Hills Energy	2/17/25-3/19/2	Acct# 6102 9457 17-Meter# BHE66466	03/21/2025	225.17	.00		51-531-270	32
3400	Black Hills Energy	2/17/25-3/19/2	Acct# 6102 9457 17-Meter# BHE66466	03/21/2025	225.16	.00		52-532-270	325
3400	Black Hills Energy	2/17/25-3/19/2	Acct# 6106 0330 32-Meter# BHE30707	03/21/2025	493.12	.00		10-431-270	325
3400	Black Hills Energy	2/17/25-3/19/2	Acct# 6113 7275 62-Meter# BHE57941	03/21/2025	375.66	.00		10-422-270	32
3400	Black Hills Energy	2/17/25-3/19/2	Acct# 7953 7231 14-Meter# SG528271	03/21/2025	133.43	.00		10-411-270	32
3400	Black Hills Energy	2/17/25-3/19/2	Acct# 7953 7231 14-Meter# SG528271	03/21/2025	133.42	.00		10-421-270	32
То	otal Black Hills Energy:				1,750.45	.00			
Capital I	Business Systems Inc - WY								
7400	Capital Business Systems Inc - WY	1493256	Contract# 16436-01-Overage Charge-2	03/18/2025	.03	.00		10-411-240	32
7400	Capital Business Systems Inc - WY	1493256	Contract# 16436-01-Overage Charge-2	03/18/2025	.02	.00		10-412-240	32
7400	Capital Business Systems Inc - WY	1493256	Contract# 16436-01-Overage Charge-2	03/18/2025	.02	.00		10-413-240	32
7400	Capital Business Systems Inc - WY	1493256	Contract# 16436-01-Overage Charge-2	03/18/2025	.02	.00		10-431-240	32
7400	Capital Business Systems Inc - WY	1493256	Contract# 16436-01-Overage Charge-2	03/18/2025	.01	.00		51-531-240	32
7400	Capital Business Systems Inc - WY	1493256	Contract# 16436-01-Overage Charge-2	03/18/2025	.01	.00		52-532-240	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.23	.00		10-411-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.23	.00		10-412-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.23	.00		10-413-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.23	.00		10-421-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.23	.00		10-422-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.23	.00		10-431-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.23	.00		10-441-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.22	.00		10-443-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.22	.00		10-445-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.22	.00		42-533-270	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	31.12	.00		51-531-280	32
7400	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	31.12	.00		52-532-280	32

### Payment Approval Report - Treasurer 2021 Report dates: 3/19/2025-4/1/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
	Capital Business Systems Inc - WY	1496334	UCS Phone Service Contract # 15178-	03/28/2025	62.22	.00		10-442-280	325
7400	Capital Business Systems Inc - WY	1496906	Contract# 7986-01-1800 Blk & 2700 Co	03/31/2025	279.13	.00		10-421-240	325
To	otal Capital Business Systems Inc - WY:				1,025.97	.00			
Capital	Business Systems, Inc TX								
-	Capital Business Systems, Inc TX	38822389	Cannon Copier Agreement-2/15/25 to 3	03/21/2025	134.70	.00		10-411-240	325
	Capital Business Systems, Inc TX	38822389	Cannon Copier Agreement-2/15/25 to 3	03/21/2025	134.69	.00		10-412-240	325
7346	Capital Business Systems, Inc TX	38822389	Cannon Copier Agreement-2/15/25 to 3	03/21/2025	134.69	.00		10-413-240	325
7346	Capital Business Systems, Inc TX	38822389	Cannon Copier Agreement-2/15/25 to 3	03/21/2025	469.48	.00		10-421-240	325
7346	Capital Business Systems, Inc TX	38822389	Cannon Copier Agreement-2/15/25 to 3	03/21/2025	134.69	.00		10-431-240	325
7346	Capital Business Systems, Inc TX	38822389	Cannon Copier Agreement-2/15/25 to 3	03/21/2025	67.35	.00		51-531-240	325
7346	Capital Business Systems, Inc TX	38822389	Cannon Copier Agreement-2/15/25 to 3	03/21/2025	67.35	.00		52-532-240	325
To	otal Capital Business Systems, Inc TX:				1,142.95	.00			
Carbon	County Veterinary Hospital								
7070	Carbon County Veterinary Hospital	0579647	Exam-Rabies Vaccine 3yr-DA2PL P/C-	03/19/2025	323.46	.00		10-421-486	325
To	otal Carbon County Veterinary Hospital:				323.46	.00			
Carol C	ox								
7666	Carol Cox	4/23-24/2025 C	CPO Training For Kelsey Huntoon-4/23	03/19/2025	375.00	.00		10-441-235	325
To	otal Carol Cox:				375.00	.00			
Century	Link								
7221	CenturyLink	333887967-03	Acct# 333887967-PD 911 Phone Line-3	03/16/2025	49.73	.00		10-421-225	325
To	otal CenturyLink:				49.73	.00			
Core &	Main LP								
	Core & Main LP	W669508	2 Galv Mi Cplg-3x2 Brass Bushing-2x3	03/27/2025	80.37	.00		10-431-240	325
To	otal Core & Main LP:				80.37	.00			
Dana K	epner Company of Wyoming, LLC								
	Dana Kepner Company of Wyoming, LL	2239584-00	3" Spears Sch 80 Pvc 45 Bends Soc# 8	03/13/2025	280.20	.00		42-533-720	325
	Dana Kepner Company of Wyoming, LL		2" IPS Dr 17 Wye (4)-Airport Lift Station	03/19/2025	545.48	.00		42-533-720	325
			, , , ,						

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Da	ana Kepner Company of Wyoming	ı, LLC:			825.68	.00			
Faris Machine	ery Company Machinery Company	W65327	Sewer Camera Repair-3/6/25-Sewer	03/06/2025	3,481.69	.00		52-532-740	325
Total Fa	ris Machinery Company:				3,481.69	.00			
7766 Frem	or Company Inc nont Motor Company Inc nont Motor Company Inc	92395 92395	2024 Ford F350-VIN# 1FT8X3BN2RED 2024 Ford F350-VIN# 1FT8X3BN2RED	03/28/2025 03/28/2025	41,996.50 17,998.50	41,996.50 17,998.50		51-531-740 52-532-740	325 325
Total Fre	emont Motor Company Inc:				59,995.00	59,995.00			
	or Rawlins, Inc nont Motor Rawlins, Inc	252656	2024 Ram 3500-Oil Change (7 Qts)-Filt	03/21/2025	182.04	.00		10-431-255	325
Total Fre	emont Motor Rawlins, Inc:				182.04	.00			
	p Solutions, LLC rial Pump Solutions, LLC	1707	D3696LSGX202-XX-Liberty Preaaembl	03/06/2025	24,070.00	24,070.00	03/26/2025	42-533-720	325
Total Imp	perial Pump Solutions, LLC:				24,070.00	24,070.00			
In The Swim 2035 In Th	ne Swim	CIT121767-000	ITS Pool Prep Cleaner (12)-SP	03/14/2025	479.88	.00		10-441-240	325
Total In	The Swim:				479.88	.00			
Kim M. Hemer 7698 Kim M	<b>nway</b> M. Hemenway	03312025	Friday Yoga Class Instruction-March 20	03/31/2025	63.00	.00		10-445-483	325
Total Kin	m M. Hemenway:				63.00	.00			
Lazy River Ca 3600 Lazy	a <b>ntina</b> River Cantina	71	CCCOG Meeting Dinner-Fajiita Bar (18)	03/21/2025	450.00	450.00	03/28/2025	10-411-235	325
Total La	zy River Cantina:				450.00	450.00			

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Megan									
7413	Megan James	03312025	Morning Mash Up Class Instruction-Mar	03/31/2025	221.00	.00		10-445-483	325
To	otal Megan James:				221.00	.00			
Michell	e Chadwick								
7767	Michelle Chadwick	03312025	Balance / Core / Stretch / Conditioning	03/31/2025	400.00	.00		10-445-483	325
To	otal Michelle Chadwick:				400.00	.00			
Motoro	la Solutions, Inc.								
	Motorola Solutions, Inc.	8282085577	L37TSS9PW1AN-All Band Consolette (	02/27/2025	6,914.40	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282085577	W969BG-ENH Multikey Operation (2)-P	02/27/2025	312.18	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282085577	G851AG-Add AES/DES XL/DES OFB E	02/27/2025	755.94	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	LSV01/s00131A-G78AR Add 3Y Essent	02/28/2025	247.68	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	GA05509AA-Del Delete UHF Band (2)-	02/28/2025	688.00-	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	GA05507AA-Del Delete 7/800MHZ Ban	02/28/2025	688.00-	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	GA09000AA Add Digital Tone Signaling	02/28/2025	141.90	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	QA09113AB-Add Baseline Release SW	02/28/2025	.00	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	GA00580AA-Add TDMA Operation (2)-	02/28/2025	425.70	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	G51AT-ENH Smartzone (2)-PD	02/28/2025	1,419.00	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	G361AH-ENH P25 Trunking Software A	02/28/2025	283.80	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	W382AM Add Control Station Desk GC	02/28/2025	159.96	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	G78AR-Add 3Y Essential Service (2)-P	02/28/2025	.00	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	L999AG-Add Full FP W/E5/Keypad/Clo	02/28/2025	746.48	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	G444AH-Add APX Control Head Softwa	02/28/2025	.00	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	G806BL-ENH Astro Digital CAI OP APX	02/28/2025	487.62	.00		10-421-390	325
3930	Motorola Solutions, Inc.	8282086410	CA01598AB-Add AC Line Cord US (2)-	02/28/2025	.00	.00		10-421-390	325
To	otal Motorola Solutions, Inc.:				10,518.66	.00			
Petty C	ash-Town of Saratoga Police Dept								
4365	Petty Cash-Town of Saratoga Police De	03242025-PD	Petty Cash Reimbursement-3/24/25-PD	03/24/2025	61.84	61.84	03/24/2025	10-421-255	325
To	otal Petty Cash-Town of Saratoga Police De	ept:			61.84	61.84			
Poudre	Valley Coop								
	Poudre Valley Coop Poudre Valley Coop	0001001 0001001	High Altitude Grass Blend (360)-Parks 22-0-6 With Pendi (42)-Parks	03/11/2025 03/11/2025	1,677.60 1,466.64	1,677.60 1,466.64	03/24/2025 03/24/2025	10-444-262 10-444-262	325 325

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Po	udre Valley Coop:				3,144.24	3,144.24			
R.P. Lumber C	Co, Inc.								
7522 R.P. L	_umber Co, Inc.	03282025	Inv# 3475315-Shockwave Impact Duty	03/28/2025	49.99	.00		10-431-240	325
7522 R.P. L	umber Co, Inc.	03282025	Inv# 3491879-Shockwave Impact Duty	03/28/2025	49.99	.00		10-431-240	325
Total R.F	P. Lumber Co, Inc.:				99.98	.00			
Rocky Mounta	ain Air Solutions								
7427 Rocky	y Mountain Air Solutions	30585238	CL-2.5-CL (6)-Water	03/19/2025	1,099.53	.00		51-531-241	325
7427 Rocky	y Mountain Air Solutions	30585238	CL-2.5-CL (6)-Sewer	03/19/2025	3,298.61	.00		52-532-241	325
Total Ro	cky Mountain Air Solutions:				4,398.14	.00			
Saratoga Carb	oon County JPB								
4960 Sarat	oga Carbon County JPB	03-12-2025	Inv# 2025-03-Lisa Burton March 2025	03/12/2025	87.50	.00		51-531-821	325
4960 Sarat	oga Carbon County JPB	03-12-2025	Inv# 2025-03-Lisa Burton March 2025	03/12/2025	87.50	.00		52-532-821	325
4960 Sarat	oga Carbon County JPB	03-12-2025	EA Engineering Project# 23420-Inv# 45	03/12/2025	3,237.50	.00		52-532-251	325
4960 Sarat	oga Carbon County JPB	03-12-2025	EA Project# 24421.00-Inv# 4502073-W	03/12/2025	13,019.98	.00		50-450-345	325
4960 Sarat	oga Carbon County JPB	03-12-2025	Grooms & Harkings Inv# 34970-Prepar	03/12/2025	1,500.00	.00		51-531-310	325
4960 Sarat	oga Carbon County JPB	03-12-2025	Grooms & Harkings Inv# 34970-Prepar	03/12/2025	1,500.00	.00		52-532-310	325
Total Sar	ratoga Carbon County JPB:				19,432.48	.00			
SPS Works									
7600 SPS	Works	IV00568181	#36 Stamp Red Animal Tags (100)-12/2	03/26/2025	105.60	.00		10-421-486	325
Total SP	S Works:				105.60	.00			
Squirrel Tree A	Automotive								
7336 Squir	rel Tree Automotive	10688	2020 Dodge Durango-Oil Filter-5W20 (	03/14/2025	107.59	.00		10-421-255	325
Total Squ	uirrel Tree Automotive:				107.59	.00			
Uline, Inc.									
7765 Uline,	, Inc.	190572246	Economy Training Table 60x24 (4)-PD	03/19/2025	940.00	.00		10-421-740	325
7765 Uline,	, Inc.	190572246	Vinyl Stackable Chair (8)-PD	03/19/2025	680.00	.00		10-421-740	325
7765 Uline,	, Inc.	190572246	Cork Board w/Aluminum Frame 6x4-PD	03/19/2025	190.00	.00		10-421-740	325
7765 Uline,	, Inc.	190572246	Nonmagnetic Dry Erase Board 6x4-PD	03/19/2025	195.00	.00		10-421-740	325

### Payment Approval Report - Treasurer 2021 Report dates: 3/19/2025-4/1/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
7765	Uline, Inc.	190572246	Shipping-PD	03/19/2025	389.68	.00		10-421-740	325
То	tal Uline, Inc.:				2,394.68	.00			
Union To	elephone Co								
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-TH Cells-3/17/25	03/17/2025	39.98	.00		10-411-280	325
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-PZ Cells-3/17/25	03/17/2025	30.57	.00		10-412-280	325
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-Streets Cells-3/17/25	03/17/2025	63.49	.00		10-431-280	325
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-Rec Cells-3/17/25	03/17/2025	39.98	.00		10-445-280	325
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-Water Cells-3/17/25	03/17/2025	30.57	.00		51-531-280	325
5630	Union Telephone Co	70001447-3/17	Acct# 70001447-Water Cells-3/17/25	03/17/2025	30.57	.00		52-532-280	325
5630	Union Telephone Co	70091365-3/24	Acct# 70091365-VFD Landline-3/24/25	03/24/2025	51.48	.00		10-422-280	325
5630	Union Telephone Co	70091372-3/24	Acct# 70091372-Airport Landline-NAVA	03/24/2025	160.10	.00		42-533-270	325
5630	Union Telephone Co	70091381-3/24	Acct# 70091381-Streets Landline-3/24/	03/24/2025	18.84	.00		10-431-280	325
5630	Union Telephone Co	70091381-3/24	Acct# 70091381-Lake Landline-3/24/25	03/24/2025	18.85	.00		10-443-280	325
5630	Union Telephone Co	70091381-3/24	Acct# 70091381-Water Landline-3/24/2	03/24/2025	36.57	.00		51-531-280	325
5630	Union Telephone Co	70091381-3/24	Acct# 70091381-Sewer Landline-3/24/2	03/24/2025	36.57	.00		52-532-280	325
5630	Union Telephone Co	70091416-3/24	Acct# 70091416-TH-3/24/25	03/24/2025	89.86	.00		10-411-280	325
5630	Union Telephone Co	70091416-3/24	Acct# 70091416-Court-3/24/25	03/24/2025	22.46	.00		10-413-280	325
5630	Union Telephone Co	70091422-3/24	Acct# 70091422-PD Landline-DSL-3/24	03/24/2025	299.62	.00		10-421-280	325
5630	Union Telephone Co	70092204-3/24	Acct# 70092204-Rec Landline-DSL-3/2	03/24/2025	79.88	.00		10-445-280	325
5630	Union Telephone Co	70122064-3/17	Acct# 70122064-PD E911-3/17/25	03/17/2025	627.00	.00		10-421-225	325
То	tal Union Telephone Co:				1,676.39	.00			
Upper P	latte River Solid Waste Disposal								
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-Lake	03/25/2025	142.00	.00		10-443-262	325
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-Kathy Glo	03/25/2025	38.00	.00		10-444-262	325
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-Veteran's I	03/25/2025	245.00	.00		10-444-262	325
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-Hot Pool/B	03/25/2025	408.00	.00		10-442-262	325
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-TH	03/25/2025	19.00	.00		10-411-262	325
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-PD	03/25/2025	19.00	.00		10-421-262	325
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-Shop	03/25/2025	122.50	.00		10-431-262	325
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-Water	03/25/2025	122.50	.00		51-531-262	325
7528	Upper Platte River Solid Waste Disposa	63257	Waste Disposal-March 2025-Sewer	03/25/2025	38.00	.00		52-532-262	325
То	tal Upper Platte River Solid Waste Disposa	al:			1,154.00	.00			
	_arscheid								
6981	Valerie Larscheid	03312025	Indoor Cycling Class Instruction-March	03/31/2025	184.00	.00		10-445-483	325

### Payment Approval Report - Treasurer 2021

Item 5)

			Report dates: 3/19/2025-4/1/	2025				Apr 01, 202	25 07:40 <del>AM</del>
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Vale	erie Larscheid:				184.00	.00			
WG Dale Elect	t <b>ric Co</b> Dale Electric Co	81308	Siemens Micromaster 440 AC Drive Ref	03/12/2025	6,270.00	.00		51-531-740	325
Total WG	B Dale Electric Co:				6,270.00	.00			
Grand To	otals:				144,863.82	87,721.08			
Dated:									
City Council:									
_									
_									
-									
_									
_									
City Recorder:									
		<b>1</b> .							

### Cash Requirements Report - Treasurer Due date(s): All-All Check Issue Date: 4/1/2025

Page: Item 5)
Apr 01, 2025 07:4 TAM

Due Discount Lost Vendor Vendor Invoice Invoice Discount Partial Net Due Pay Partial Part Pmt Date Due Date Number Name Number Amount Amount **Payments** Amount Pmt Amt Disc Amt 03/12/2025 6395 Absolute Solutions 28105 400.00 .00 .00 400.00 04/10/2025 3400 Black Hills Energy 2/17/25-3/19/ 1,750.45 .00 .00 1,750.45 04/17/2025 7400 Capital Business Systems I 1493256 .11 .00 .00 .11 04/27/2025 7400 Capital Business Systems I 1496334 746.73 .00 .00 746.73 04/30/2025 7400 Capital Business Systems I 1496906 279 13 00 00 279.13 Capital Business Systems, 38822389 04/15/2025 7346 1.142.95 .00 OΩ 1.142.95 03/19/2025 7070 Carbon County Veterinary 0579647 323 46 .00 nn 323.46 375.00 04/23/2025 7666 Carol Cox 4/23-24/2025 .00 .00 375.00 04/07/2025 7221 CenturyLink 333887967-0 49.73 .00 .00 49.73 04/28/2025 7604 Core & Main LP W669508 80.37 .00 .00 80.37 04/12/2025 2180 Dana Kepner Company of 2239584-00 280.20 .00 .00 280.20 04/18/2025 2239627-00 545.48 .00 .00 2180 Dana Kepner Company of 545.48 04/05/2025 2660 Faris Machinery Company W65327 3,481.69 .00 .00 3,481.69 04/20/2025 2755 Fremont Motor Rawlins, In 252656 182.04 .00 .00 182.04 479.88 04/13/2025 2035 In The Swim CIT121767-0 00 00 479 88 Kim M. Hemenway 03/31/2025 7698 03312025 63 00 00 00 63 00 221.00 03/31/2025 7413 Megan James 03312025 .00 .00 221.00 7767 03/31/2025 Michelle Chadwick 03312025 400.00 .00 .00 400.00 03/29/2025 3930 Motorola Solutions, Inc. 8282085577 7,982.52 .00 .00 7,982.52 03/30/2025 3930 Motorola Solutions, Inc. 8282086410 2,536.14 .00 .00 2,536.14 04/10/2025 7522 R.P. Lumber Co, Inc. 03282025 99.98 .00 .00 99.98 04/18/2025 30585238 4,398.14 .00 .00 7427 Rocky Mountain Air Solutio 4,398.14 03/12/2025 4960 Saratoga Carbon County J 03-12-2025 19,432.48 .00 .00 19,432.48 03/26/2025 7600 SPS Works IV00568181 105.60 .00 .00 105.60 04/14/2025 7336 Squirrel Tree Automotive 10688 107.59 .00 .00 107.59 03/19/2025 7765 Uline Inc. 2 394 68 00 00 2,394.68 190572246 05/06/2025 5630 Union Telephone Co 70001447-3/ 235 16 OΩ იი 235.16 05/06/2025 5630 Union Telephone Co 70122064-3 627 00 OΩ nn 627.00 Union Telephone Co 00 51.48 05/13/2025 5630 70091365-3/ 51.48 .00 05/13/2025 5630 Union Telephone Co 70091372-3/ 160.10 .00 .00 160.10 05/13/2025 5630 Union Telephone Co 70091381-3/ 110.83 .00 .00 110.83 05/13/2025 5630 Union Telephone Co 70091416-3/ 112.32 .00 .00 112.32 05/13/2025 Union Telephone Co 70091422-3/ 299.62 .00 .00 299.62 5630 05/13/2025 5630 Union Telephone Co 70092204-3/ 79.88 .00 .00 79.88 04/24/2025 7528 Upper Platte River Solid W 63257 1,154.00 .00 .00 1,154.00 03/31/2025 6981 Valerie Larscheid 03312025 184.00 .00 .00 184.00 04/11/2025 7146 WG Dale Electric Co 81308 6.270.00 .00 .00 6.270.00 **Grand Totals:** 37 57.142.74 .00 .00 57.142.74

### Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
03/12/2025	19,832.48	.00	.00	19,832.48	19,832.48
03/19/2025	2,718.14	.00	.00	2,718.14	22,550.62
03/26/2025	105.60	.00	.00	105.60	22,656.22
03/29/2025	7,982.52	.00	.00	7,982.52	30,638.74
03/30/2025	2,536.14	.00	.00	2,536.14	33,174.88
03/31/2025	868.00	.00	.00	868.00	34,042.88
04/05/2025	3,481.69	.00	.00	3,481.69	37,524.57
04/07/2025	49.73	.00	.00	49.73	37,574.30
04/10/2025	1,850.43	.00	.00	1,850.43	39,424.73

### Cash Requirements Report - Treasurer Due date(s): All-All Check Issue Date: 4/1/2025

Page: Item 5)

Apr 01, 2025 07:41AM

### Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
04/11/2025	6,270.00	.00	.00	6,270.00	45,694.73
04/12/2025	280.20	.00	.00	280.20	45,974.93
04/13/2025	479.88	.00	.00	479.88	46,454.81
04/14/2025	107.59	.00	.00	107.59	46,562.40
04/15/2025	1,142.95	.00	.00	1,142.95	47,705.35
04/17/2025	.11	.00	.00	.11	47,705.46
04/18/2025	4,943.62	.00	.00	4,943.62	52,649.08
04/20/2025	182.04	.00	.00	182.04	52,831.12
04/23/2025	375.00	.00	.00	375.00	53,206.12
04/24/2025	1,154.00	.00	.00	1,154.00	54,360.12
04/27/2025	746.73	.00	.00	746.73	55,106.85
04/28/2025	80.37	.00	.00	80.37	55,187.22
04/30/2025	279.13	.00	.00	279.13	55,466.35
05/06/2025	862.16	.00	.00	862.16	56,328.51
05/13/2025	814.23	.00	.00	814.23	57,142.74
Grand	l Totals:				
	57,142.74	.00	.00	57,142.74	

tem	6)

Report Criteria: Paid transmittals included Transmittal Number  53732 3 GREAT-WEST 3 GREAT-WEST	mittals included  Name  GREAT-WEST TRUST CO GREAT-WEST TRUST CO							
nittal lber 3 3 3	lame ST TRUST CO ST TRUST CO							
	ST TRUST CO ST TRUST CO	Check	Pay Per Date	Pay Code	Description	GL Account	Amount	
T-4-1 60700.		53732 53732	03/23/2025 03/23/2025	55-01 55-02	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 3/23/2025 457 CONTRIBUTION Deferred Comp - Roth Pay Period: 3/23/2025	10-212500 10-212500	165.00	
I Q(a) 55/ 52.							295.00	
32420251 11 AFLAC BEN 11 AFLAC BEN	AFLAC BENEFIT SERVIC AFLAC BENEFIT SERVIC	32420251 32420251	03/23/2025 03/23/2025	71-01	AFLAC monthly ins premium AFLAC Services/after tax Pay Period: 3/23/2025 10-213 AFLAC monthly ins premium AFLAC Benefit Services Pay Period: 3/23/2025 10-213	10-212500 10-212500	93.00	
Total 32420251:							416,37	
32420252 16 DEARBORN L LIFE INSU	N L LIFE INSU	32420252	03/23/2025	91-00	GROUP/ACCOUNT # 0000310079 - 1 Life Insurance Pay Period: 3/23/2025 10-21/	10-212700	65,29	
Total 32420252:							65.29	
32520251 1 EFTPS -TAXES 1 EFTPS -TAXES 1 EFTPS -TAXES 1 EFTPS -TAXES 1 EFTPS -TAXES	XES XES XES XES XES	32520251 32520251 32520251 32520251	03/23/2025 03/23/2025 03/23/2025 03/23/2025 03/23/2025	74-00 74-00 75-00 75-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 3/23/2025 FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 3/23/2025 FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 3/23/2025 FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 3/23/2025 FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period: 3/23/	10-212100 10-212100 10-212100 10-212200	3,632.50 3,632.50 849.54 849.54 4,139.81	
Total 32520251:							13,103.89	
32520252 2 WYOMING 2 WYOMING 2 WYOMING 2 WYOMING	WYOMING RETIREMENT WYOMING RETIREMENT WYOMING RETIREMENT WYOMING RETIREMENT WYOMING RETIREMENT	32520252 32520252 32520252 32520252 32520252	03/23/2025 03/23/2025 03/23/2025 03/23/2025	51-01 51-01 51-02 51-02 51-01	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 3/23/2025 10-21 WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 3/23/2025 10-21 WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 3/23/2025 10-21 WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 3/23/2025 10-21 WYOMING RETIREMENT PAYMENT	10-212300 10-212300 10-212300 10-212300	761.91 3,692.37 1,130.95 4,591.54	e
Total 32520252:							10,176,76	
32820251 9 WYO DEP <sup>-</sup>	9 WYO DEPT OF EMPLOY	32820251	03/23/2025 98-01	98-01	Qrtly CC SUTA/WC State Unemployment Tax Pay Period: 3/23/2025	10-212400	5.40	1

TOWN OF SARATOGA				Transmittal Register - COUNCIL Pay Period Dates: 3/10/2025 to 3/23/2025		Page: 2 Mar 27, 2025 12:26PM
Transmittal Number Name	Check	Pay Per Date	Pay	Description	GL Account	Amount
9 WYO DEPT OF EMPLOY 9 WYO DEPT OF EMPLOY 9 WYO DEPT OF EMPLOY	32820251 32820251 32820251	03/23/2025 03/23/2025 03/23/2025		Ortly CC SUTA/WC Worker's Compensation Pay Period: 3/23/2025 Ortly CC SUTA/WC Ortly CC SUTA/WC	10-212600 10-410-120 10-410-120	96.09 5.42 20.04-
Total 32820251:						86.87
32820252 6 WYO, DEPT OF EMPLOY 7 Cotal 32820252: Grand Totals:	32820252 32820252 32820252 32820252 32820252	03/23/2025 98-01 03/23/2025 99-00 03/23/2025 98-01 03/23/2025 99-00 03/23/2025 99-00	98-01 99-00 98-01 99-00	Qtrly SUTA/WC State Unemployment Tax Pay Period: 3/23/2025 Qtrly SUTA/WC Worker's Compensation Pay Period: 3/23/2025 Qtrly SUTA/WC adjustment to balance qtr Qtrly SUTA/WC adjustment to balance qtr Qtrly SUTA/WC	10-212400 10-212600 10-212600 10-422-120	75.64 2,090.67 73.53 1,840.70 866.38 4,946.92 29,091.10

Report Criteria: Paid transmittals included

Check Register - NAMELESS
Pay Period Dates: 03/10/2025 - 03/23/2025

Mar 26, 2025 2:41PM

Report Criteria:

Includes the following check types:

Manual, Payroll, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee ID	Description	GL Account	Amount
03/23/2025	PC	03/27/2025	53729	285		01-112700	245.27-
03/23/2025		03/27/2025	53730	246		01-112700	369.40-
03/23/2025	PC	03/27/2025	53731	135		01-112700	588.80-
03/23/2025	PC	03/27/2025	3272025	46		01-112700	1,487.74-
03/23/2025	PC	03/27/2025	3272025	49		01-112700	2,548.55-
03/23/2025	PC	03/27/2025	3272025	70		01-112700	158.98-
03/23/2025	PC	03/27/2025	3272025	78		01-112700	1,333.54-
03/23/2025	PC	03/27/2025	3272025	111		01-112700	1,917.09-
03/23/2025	PC	03/27/2025	3272025	134		01-112700	2,046.80-
03/23/2025	PC	03/27/2025	3272025	112		01-112700	2,132.95-
03/23/2025		03/27/2025	3272025	40		01-112700	1,881.04-
03/23/2025	PC	03/27/2025	3272025	88		01-112700	1,411.27-
03/23/2025	PC	03/27/2025	3272026	201		01-112700	439.07-
03/23/2025	PC	03/27/2025	3272026	216		01-112700	287,70-
03/23/2025	PC	03/27/2025	3272026	217		01-112700	287.70-
03/23/2025		03/27/2025	3272026	226		01-112700	1,880.30-
03/23/2025	PC	03/27/2025	3272026	245		01-112700	2,700.60-
03/23/2025	PC	03/27/2025	3272026	247		01-112700	1,648.35-
03/23/2025	PC	03/27/2025	3272026	264		01-112700	3,043.74-
03/23/2025	PC	03/27/2025	3272026	235		01-112700	1,671.92-
03/23/2025	PC	03/27/2025	3272026	202		01-112700	85.26-
03/23/2025	PC	03/27/2025	3272026	268		01-112700	35,53-
03/23/2025	PC	03/27/2025	3272027	272		01-112700	2,854.49-
03/23/2025	PC	03/27/2025	3272027	273		01-112700	2,196.16-
03/23/2025	PC	03/27/2025	3272027	274		01-112700	102,05-
03/23/2025	PC	03/27/2025	3272027	276		01-112700	1,515.69-
03/23/2025	PC	03/27/2025	3272027	277		01-112700	1,419.33-
03/23/2025	PC	03/27/2025	3272027	280		01-112700	1,115.05-
03/23/2025	PC	03/27/2025	3272027	283		01-112700	1,426.42-
03/23/2025	PC	03/27/2025	3272027	284		01-112700	1,493.76-
03/23/2025		03/27/2025	3272027	263		01-112700	1,565.52-
03/23/2025	PC	03/27/2025	3272027	227		01-112700	1,613,51-
03/23/2025	PC	03/27/2025	3272028	286		01-112700	63.38-
03/23/2025	PC	03/27/2025	3272028	288		01-112700	1,286.85-
03/23/2025		03/27/2025	3272028	48		01-112700	2,508.34-
Grand	Totals:						47,362.15-
			35				



PO BOX 486 PHONE: 326-8335

### APPLICATION FOR STREET CLOSURE

DATE: <u><b>3 3</b></u>	25		
	re permit issued by the Town of S		

of the Town of Saratoga, and under the Town of Saratoga Municipal Code 5.08.220	
APPLICANT NAME: KATHY BECK / PVCC	
BUSINESS NAME: PLETTE VALLEY COMMUNITY CENTER	
BUSINESS ADDRESS: 210 W. ELM AVE - PO BOX 128 - SARATOLA	
PHONE NO. 307-326-7822	
REASON FOR PERMIT REQUEST: CONCERT	
OCATION OF OFF-PREMISES: Species of Feon 200-380	
DATE(S) REQUESTED: May 17th, 2025 TIME: 8am - 4 pm	
DECLEAR DEPARTS DECLESSES	
TIME: 8A-4p STREET: Sperny St From 2nd-32d	
ADDITIONAL REQUEST:	
PIME: STREET:	
ГІМЕ: STREET:	
PARKING LOT CLOSURE: NA TIME:	
RE-ROUTE TRAFFIC:	77.00
***************	
**********************************	*****
THE FOLLOWING IS FOR OFFICIAL USE ONLY ************************************	*****
APPROVED BY:DATE: MAYOR SIGNATURE	
INIATOR SIGNATURE	
APPROVED BY:DATE: CLERK SIGNATURE	
CLEIN SIGIATIONE	

The Web's Largest Pool Supply Catalog e Departments

Free Shipping Over \$50

Support Q

Cart

Hassle-Free Returns

World-Class Support

Poolweb → Swim Training → Poolweb #AQF250TTP











Poolweb #AQF250TTP

# Little Swimmer Training Platform With Fixed Rails

\*\* \* \* \* \* (5) | 1 questions

# © ALLOW 2-3 DAYS TO SHIP

\$1,206.00 & SHIPS FREE!

Add premium product protection

No Coverage



1 Year Extended Warranty

1/2

Item 14)

SureBright What's covered?

2 Year Extended Warranty

M ADD TO CART

https://www.poolweb.com/products/little-swimmer-training-platform-with-fixed-rails?currency=USD&variant=34911065014410&utm\_source=google&utm\_medium=cpc&utm\_campaign=Google Shopping...



This item ships free via freight truck. This means that the item cannot ship via regular transportation because it is too large, heavy or needs to be palletized. Learn more about receiving an LTL shipment.



- This item is backed by a 30 day Return Policy.
- This item is protected under the Poolweb Guarantee

# Easy-to-use learn to swim training tool to help give confidence to new swimmers.

# Product Information

### Description

The Little Swimmer Training Platform with fixed rails is ideal for toddler swim training and lessons. Made of high quality furniture grade PVC, it is lightweight and very easy to get in and out of the water.

This platform is designed to be used in the shallow end of the pool to raise the floor of the pool up. It allows children to be at a comfortable water depth to learn how to kick with a bar to hold onto.

It features a large 36 x 60 inch adjustable height platform with fixed rails and non-skid feet. The platform deck height is adjustable up to 18 inches high,

This model has fixed rails. Our model #AQF200TTP-VX3 has removable rails and can be expanded by adding another same model platform as they can snap together when the side rails are removed.

## **Product Features**

- Fixed Rails
- 36 x 60 Inch Platform
- Adjustable Height Platform 15 to 23 Inches
- Aluminum Reinforced Frame
- Weight Limit 300 Pounds
- Safety Netting Available to Prevent Entrapment Under Platform (sold separately)

# Why use a swimming pool platform?

Beginners feel at ease and secure using training platforms! Students are more prone and eager to learn when the depth is less intimidating. Learning is a more enjoyable experience!

# Technical Specifications

Item 14)

3/5

3/28/25, 8:32 AM

Product Category	
Poolweb Item #	F250TTP
Manufacturer	Poolweb.com
Shipping Weight	116.0 lb

# Shipping & Returns

# **Shipping Options**

This item ships free via freight truck. This means that the item cannot ship via regular transportation because it is too large, heavy or needs to be palletized. Learn more about receiving an LTL shipment.

especially if the other items are not available for immediate shipment. Transit time is calculated in business days and does not Standard ground shipments may be delivered sooner depending on where you are located, and the shipping method used to ship your order. Combining multiple items onto the same order can change the delivery date and expedited shipping costs, include Saturday and Sunday.

## **Return Policy**

This item can be returned within 30 days of order. See return policy for details and how to place a return.

# **Poolweb Guarantee**

as advertised for one year. See the Poolweb Guarantee for Poolweb guarantees that the item you receive will function This item qualifies for a one-year Poolweb.com guarantee. more details.

# We Also Recommend...











SALE

Tot Dock Training Platform

Little Swimmer Training ★★★☆ (4.3) Platform

1-2 Person Little Swimmer \*\*\*\* Training Platform

Teaching Training Platform -Stainless Steel

Aqua Coach Skill School Flat

\$1,217.00 8 in stock

Allow 10-14 Days to Ship

\$4,114.32

42 in stock \$534.00

Ships from the manufacturer \$3,712.72

3 in stock

\$3.99

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August 2025	MONDAY	TESTA	WEISHAM	THERM	DERAY	SVIT BILVY
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(855) 681-4758

Free Shipping On Orders \$299+\*

Item 18)



\$1,525.59

**Estimated Total** 

(37 Items)

Checkout

Product		Unit Price	Quantity	Total Price
T T	Marino 6" x 6" (Reef Relief Series) Edit Code: S7021	\$83.55	16 Remove	\$1,336.80
<b>8</b> <sup>FT</sup>	6" Standard Depth Markers (4" Number with FT) Edit Code: DM41-2080 Finish: Smooth Number:	\$8.99	4 Remove	\$35.96
<b>7</b> <sup>FT</sup>	6" Standard Depth Markers (4" Number with FT) Edit  Code: DM41-2070  Finish:  Smooth  Number:  7	\$8.99	2 Remove	\$17.98
<b>6</b> <sup>FT</sup>	6" Standard Depth Markers (4" Number with FT) Edit  Code: DM41-2060  Finish:  Smooth  Number:  6	\$8.99	2 Remove	\$17.98
<b>5</b> <sup>FT</sup>	6" Standard Depth Markers (4" Number with FT) Edit  Code: DM41-2050  Finish:  Smooth  Number:	\$8,99	<b>2</b> Remove	\$17,98

Product

Item 18) **Unit Price** Quantity **Total Price** 6" Standard Depth Markers (4" Number with FT) Edit Code: DM41-2040 Finish: 2 \$8.99 \$17.98 Smooth Remove Number: 4 6" Standard Depth Markers (4" Number with FT) Edit Code: DM41-2030 Finish: 5 \$8.99 \$44.95 Smooth Remove Number: 3 6" Single Message Markers Edit Code: DM701-07 Finish: \$8.99 \$35.96 Smooth Remove Message: NO DIVING (Red Int'l Symbol) Continue Shopping Subtotal \$1,525.59 Shipping Calculate shipping Promo Code Apply Total \$1,525.59 PayPal As low as \$82.19/mo, Learn more Proceed to checkout — or ruyrui G VISA

### **Customers also bought**



CLEARANCE – Gray Dolphin Group \$299.99 \$546.99



White Pearl – Starlike Crystal EVO 700 Epoxy Grout + J.45 Jewels Additive

\$132.54 per 5.5lb bucket

### **Contact Us**

(855) 681-4758 support@poolmosaics.com



### **Customer Services**

Contact Us
Trade Pro Registration
Lowest Price Guarantee
Shipping Information
Shipment Tracking
Return Policy
FAQs

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### My Account

Sign In / Register My Account My Order History

Item 18)

My Shopping Cart My Wish List

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VISA DISCOVER PROYER & Pay G Pay

22 Departments

The Web's Largest Pool Supply Catalog

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Item 19)

Free Shipping Over \$50

Hassle-Free Returns







EZ Patch

Poolweb #EZP3-10

### White Thinset Pool Tile Repair Cement - 10 pounds

★★★★ (5) | Ask a question

✓ 28 IN STOCK

### \$103.77 & FREE EXPRESS SHIPPING!

P ADD TO CART





White Thinset Paul Tile Repair Cement - 50 pounds

\$344.47



- Standard Shipping, Free
- 2 Day Shipping, Free (promotion)
- 1 Day Shipping, \$89.81



• This item is backed by a 30 day Return Policy

**Product Information** 

### Additional Resources

- MSDS/SDS (pdf)
- Product Instructions (pdf)

### Description

This is a 10 pound jar of E-Z Patch 3, White Thinset Pool Tile Setting Cement, which is an improved above water bonding cement for pool tile. This product contains special modified materials with pozzolans (siliceous volcanic ash) and polymers. This special formula bonds better and allows all tiles to be reset flush with the existing tiles including cap tile or dry clay

E-Z Patch 3 is an above water repair product only. You may lower the water to make the repair. Water can be raised again the following day. Liquid acrylic bonder is not needed on this product. All of our cement repair kits may be color adjusted using any cement dye.

Pool and Deck Patching

EZP3-10

EZP-133

EZ Patch

11.0 lb

**Product Features** 

- 10 lb. jar covers 19 square feet
- Improved bonding cement for pool tile
- For above water repairs only
- Water can be filled following day

### **Technical Specifications**

Product Category

Poolweb Item #

Cross Reference #

Manufacturer

Shipping Weight

Shipping & Returns

### **Shipping Options**

Ship Method	Cost
Standard Shipping	Free
2 Day Shipping	Free (promotion)
1 Day Shipping	\$89.81

Standard ground shipments may be delivered sooner depending on where you are located, and the shipping method used to ship your order. Combining multiple items onto the same order can change the delivery date and expedited shipping costs, especially if the other items are not available for immediate shipment. Transit time is calculated in business days and does not include Saturday and Sunday,

### **Return Policy**

This item can be returned within 30 days of order. See return policy for details and how to place a return.

We Also Recommend...



★★★★ (5)
Flexible White Sealer - 4 Oz.



White Pool Plaster Repair - 3 pounds



White Pool Plaster Repair - Fast Set - 3 pounds



White Thinset Pool Tile Repair Cement - 3 pounds



Item 19)

White Pool Tile Grout Repair - 3 pounds

27 in stock \$22.90 39 in stock \$68.20 166 in stock **\$69.08**  219 in stock \$62.59 177 in stock **\$65.26** 

★★★★★(5)

### **Related Searches**



**Product Reviews** 

13

Item 19)

Hassle-Free Returns

Free Shipping Over \$50

Poolweb → Paint and Patch → Pool and Deck Patching Poolweb #EZP4-10









EZ Patch

Poolweb #EZP4-10

### White Pool Tile Grout Repair - 10 pounds

★★★★ (5) | 1 questions

✓ 9 IN STOCK

### \$106.25 & FREE EXPRESS SHIPPING!

TADD TO CART





White Pool Tile Grout Repair - 50 pounds

\$350.71



- Standard Shipping, Free
- 2 Day Shipping, Free (promotion)
- 1 Day Shipping, \$89.81



• This item is backed by a 30 day Return Policy

### Frequently bought together





Total price: \$181.33

Add both to cart

☑ This item: White Pool Tile Grout Repair - 10 pounds \$106.25

☑ EZ Patch Grout Scrubbers - Case of 25 \$75.08

**Product Information** 

### Additional Resources Item 19) MSDS/SDS (pdf) Product Instructions (pdf)

### Description

This is a 10 pound jar of E-Z Patch 4, White Pool Tile Grout Repair, an above water repair product that matches the original sanded pool tile grout used by most swimming pool tilers. This product contains modified materials with Pozzolans and Latex Polymers. The aboveground tile grout repair allows you to take your time and not be rushed. After repairing the pool, water can be raised or refilled the next day.

Liquid Latex Bonder is included in the kit. A 10 lb. jar covers up to 33 square feet. This is a convenient size for several repairs.

### **Product Features**

- 10 lb. jar covers 33 square feet
- For above-water repairs
- · Water can be filled following day

### **Technical Specifications**

Product Category	Pool and Deck Patching
Poolweb Item #	EZP4-10
Cross Reference #	EZP-138
Manufacturer	EZ Patch
Shipping Weight	11.0 lb

Shipping & Returns

### **Shipping Options**

Ship Method	Cost
Standard Shipping	Free
2 Day Shipping	Free (promotion)
1 Day Shipping	\$89.81

Standard ground shipments may be delivered sooner depending on where you are located, and the shipping method used to ship your order. Combining multiple items onto the same order can change the delivery date and expedited shipping costs, especially if the other items are not available for immediate shipment. Transit time is calculated in business days and does not include Saturday and Sunday.

### **Return Policy**

This item can be returned within 30 days of order. See return policy for details and how to place a return.

We Also Recommend...





CHI PLACE II

White Pool Plaster Repair - 3 pounds



White Pool Plaster Repair - Fast Set - 3 pounds



★★★★ (5)
White Thinset Pool Tile Repair

Cement - 3 pounds



★★★★ (5)
White Pool Tile Grout Repair - 3
pounds

27 in stock \$22.90 39 in stock \$68.20 166 in stock \$69.08 219 in stock \$62.59 177 in stock \$65.26

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22 Departments

The Web's Largest Pool Supply Catalog

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Item 19)

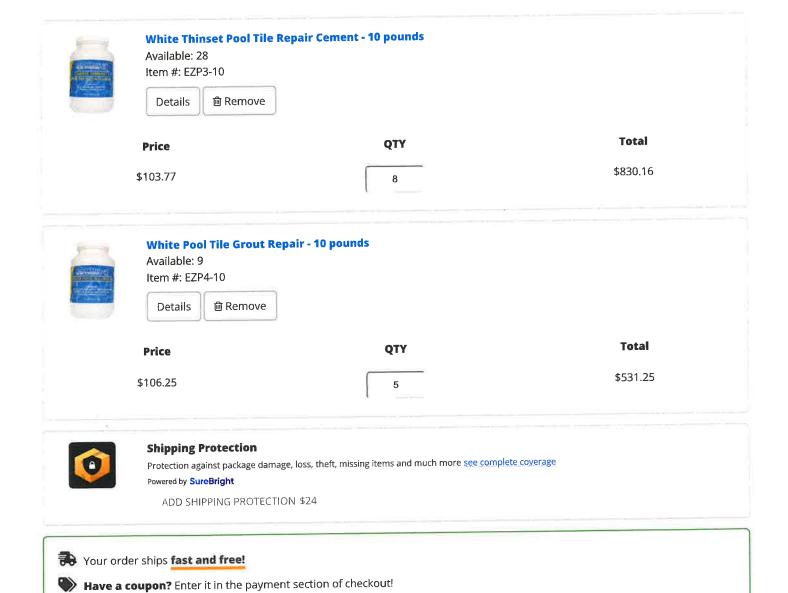
Free Shipping Over \$50

Hassle-Free Returns

### **Shopping Cart**

13 items in stock and ready to ship!

### **CHECKOUT NOW**



 ✓ Free Shipping Discount Applied

Subtotal: **\$1,361.41** 

Tax Exempt Status

My organization is not tax exempt

Every transaction with Poolweb is 100% secure and encrypted.

My organization is tax exempt

### WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street Cheyenne, WY 82002 Phone: 307-777-7331 Fax: 307-777-3524

Fax: 307-777-3524 slfmail@wyo.gov



MARK GORDON Governor

JASON CROWDER
Interim Director

March 17, 2025

Town of Saratoga P.O. Box 486 Saratoga, WY 82331

RE: CW215, 2025 Sanitary Sewer Collection System Improvements

Dear Town of Saratoga,

The Loan Agreement, corresponding amortization schedule, and a Loan Document Checklist for the above referenced loan are attached for your review and signatures. The Loan Document Checklist highlights important areas within the agreement to be very conscious of, not only at the time of executing the Loan Agreement but also throughout the life of the loan. Please print and execute the Loan Agreement and Loan Document Checklist by securing the appropriate signatures, and return the originals to:

Office of State Lands and Investments C/O Nicole Woodworth Herschler Building, 103W 122 W. 25th Street Cheyenne, Wyoming 82002-0600

In accordance with Wyoming Statutes and the State Loan and Investment Board's Rules and Regulations, a loan origination fee equal to one-half percent (0.5%) of the amount of the loan must be collected at loan closing. The amount due for the above reference loan is \$15829.15. A check made out to the Office of State Lands and Investments for this amount must be returned along with the signed loan documents as referred above. If a check is not sent with the signed loan documents finalization of the loan will be delayed.

If you have any questions or concerns, please contact me at \*(307) 777-6046.

Sincerely,

Nicole Woodworth

Community Loan Officer

**Enclosures: Loan Agreement** 

Amortization Schedule Loan Document Checklist

## CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT BETWEEN THE WYOMING STATE LOAN AND INVESTMENT BOARD AND THE TOWN OF SARATOGA CW215

- 1. Parties. The parties to this Loan Agreement (Agreement) are the Wyoming State Loan and Investment Board (Board) and the Town of Saratoga, Carbon County, Wyoming (Borrower). The Wyoming Office of State Lands and Investments (OSLI) shall administer this Agreement on behalf of the Board.
- 2. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions governing a Clean Water State Revolving Fund Loan (Loan) awarded by the Board in the amount of Three Million One Hundred Fifty Thousand Dollars and 00/100 (\$3,150,000.00) for the 2025 Sanitary Sewer Collection System Improvements (Project). The Borrower acknowledges and agrees that Loan funds are provided by the U.S. Environmental Protection Agency (EPA), Clean Water Act, CFDA #66.458, through the State Clean Water State Revolving Fund Loan Program, administered by OSLI and the Board.
- Term of Agreement. This Agreement is effective when all parties have executed it (Effective Date). The repayment term of the Loan is Thirty (30) years, beginning on the earlier of the date of substantial completion or the commencement of operations, or, in the case of early repayment, until the Loan has been repaid in full. This Agreement shall remain in effect until the Loan has been repaid in full.

### 4. Disbursement.

- A. The Borrower shall submit all requests for disbursement on a form provided by OSLI
- B. OSLI shall disburse funds only for Project costs that have been incurred. All disbursement requests shall be subject to review by OSLI and the Wyoming Department of Environmental Quality (DEQ). Upon review and approval of a disbursement request, OSLI shall disburse Loan funds.
- C. The Borrower shall make payment for loan draft request invoices within ten (10) business days of receipt of reimbursement from OSLI. If the Borrower is unable to comply for any reason, the Borrower shall notify OSLI immediately.
- D. The Borrower shall draw all funds on this Loan by July 31, 2027. In the event the Borrower is unable to draw all the funds by this date, the Borrower may request an extension from OSLI, provided such request is received at least ninety (90) days prior to this date. In the event the Borrower fails to draw all of its eligible Loan funds by July 31, 2027 or to secure an extension from OSLI, all remaining funds shall revert back to the State Revolving Fund and Loan funds shall no longer be available to the Borrower.

E. The Borrower shall promptly reimburse the OSLI for any portion of the Loan which is disbursed, but subsequently determined by OSLI to be a cost of the wastewater system, which is not eligible for funding from the State Clean Water State Revolving Fund. The Borrower shall promptly refund the disbursement to the OSLI upon written request.

### Security and Repayment.

- A. Security. The Borrower hereby pledges and assigns to the Board all revenues generated from the Sewer Enterprise Fund and Special Purpose Tax as the source of repayment for this Loan and security therefor. This pledge and assignment by the Borrower shall not be subordinate to any other pledge or assignment of such revenues. This assignment and security shall be in effect until the full amount of the loan has been repaid in full.
- **B.** Repayment. The Borrower shall repay to the Board principal in the amount of Three Million One Hundred Fifty Thousand Dollars and 00/100 (\$3,150,000.00) or, if a lesser sum is actually borrowed, such lesser sum, together with interest thereon at the rate of One and One-Half percent (1.5%) per annum for the term of the Loan.
  - (i) The Borrower shall begin annual repayment of principal and interest not later than one (1) year after the earlier of substantial completion or initiation of operation of the Project.
  - (ii) The Borrower shall repay the Loan in accordance with Attachment A, Amortization Schedule, which is attached to this Agreement and hereby incorporated by reference. The amount of the first payment due shall include accrued interest on disbursements. In the event the Borrower does not borrow the full amount of principal authorized under this Agreement, the parties shall amend this Agreement to incorporate a revised amortization schedule reflecting the principal sum actually borrowed.
- C. Prepayment. The Borrower may make payments in excess of the amount due under the Amortization Schedule (Prepayments) at any time. Prepayments shall be credited first to interest due and any balance shall then be applied to the principal. Prepayments shall not reduce the amount of the next annual payment due, rather Prepayments shall have the effect of reducing the term of the Loan.
- **D.** Principal Forgiveness. Upon completion of the Project and prior to repayment of the Loan, this Loan shall be granted principal forgiveness of up to Fifty (50%) percent of the drawn Loan funds, not to exceed One Million Five Hundred Seventy-Five Thousand Dollars and 00/100 (\$1,575,000.00), if the Borrower is eligible for principal forgiveness pursuant to this subsection.
  - (i) The Borrower shall be eligible for principal forgiveness only if the Borrower:

- (a) Completes its first Loan draw within eighteen (18) months of the Effective Date of this Agreement;
- (b) Makes Loan draws at least quarterly from the first draw until the Project is complete;
- (c) Complies fully with all terms and conditions in this Agreement; and
- (d) Pays all accrued interest in full at the time of the principal forgiveness.
- (ii) If the Borrower fails to comply with any of the conditions in Paragraph (i) of this Subsection, the Borrower shall not be eligible for any principal forgiveness.

### Responsibilities of the Borrower.

- A. Origination Fee. The Borrower shall pay a loan origination fee of one-half of one percent (0.5%) of the amount of the Loan upon the execution of this Agreement.
- **B.** Cost Certification. The Borrower hereby certifies that the cost of the Project, as listed in the Application for Financial Assistance, is a reasonable and accurate estimation.
  - (i) Upon the request of OSLI, the Borrower shall supply a certificate from its engineer stating that such is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project and other money that would, absent the Loan, have been used to pay the cost of the Project.
  - (ii) The Borrower shall ensure that funding is sufficient to complete the Project and, if necessary, shall provide from its own fiscal resources any additional funds required to complete the Project.
- C. Project Site. As a condition of the Loan, the Borrower hereby warrants that the Borrower has, or will have prior to advertising bids for construction, a fee simple or such other estate or interest in the site of the Project. The Borrower further agrees to ensure that such site is satisfactory to OSLI, including necessary easements and right-of-ways sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.
  - (i) The Borrower shall comply with all requirements and mitigation efforts as described in the environmental assessment documents.
  - (ii) The Borrower shall comply with all applicable local government regulations prior to construction.

- D. Commencement of Construction. Within twelve (12) months of the Effective Date, unless DEQ and OSLI approve an alternative schedule pursuant to Paragraph (iii) of this Subsection, the Borrower shall expeditiously commence construction on the Project.
  - (i) The Borrower shall not advertise the Project for bids until DEQ has approved the plans and specifications, including but not limited to, the engineer's cost estimate with bid extensions and detailed cost estimates for major components for the Project.
  - (ii) The Borrower, subsequent to bid opening and prior to commencing construction, shall submit to DEQ a Project schedule with key construction dates. The Borrower shall not implement changes that delay the Project schedule without the written approval of OSLI and DEQ.
  - (iii) In the event the Borrower determines that it cannot reasonably commence construction within twelve (12) months of the Effective Date, it shall present a request for an extension and an updated Project schedule to OSLI and DEQ as soon as practicable. OSLI may approve the extension and updated Project schedule if it determines that the changes are in the best interests of the State and the Project. The Borrower shall not implement the updated Project schedule without the written approval of OSLI and DEQ.
  - (iv) In the event an extension is not approved pursuant to Paragraph (ii) of this Subsection and construction has not commenced within twelve (12) months of the Effective Date, the Loan shall be closed. OSLI shall provide written notice of the closing of the Loan to the Borrower. The Borrower shall begin repayment of any drawn funds within one (1) year of receipt of OSLI's notice.
- E. Construction. The Borrower shall exercise all reasonable diligence and care to ensure the completion of the Project in accordance with the Project schedule and specifications.
  - (i) In the event the Borrower determines that changes to the Project schedule are necessary, the Borrower shall notify OSLI and DEQ immediately and propose an alternative schedule. OSLI may approve the alternative schedule if it determines that the changes are in the best interests of the State and the Project. The Borrower shall not implement changes to the Project schedule without the written approval of OSLI and DEQ.
  - (ii) In the event the Borrower determines that changes to the Project specifications are necessary, the Borrower shall notify OSLI and DEQ immediately and propose such changes to the specifications. OSLI may approve the changes if it determines that the changes are in the best interests of the State and the Project. The Borrower shall not implement changes to the Project schematics without the written approval of OSLI and DEQ.

- (iii) The Borrower understands and agrees:
  - (a) That neither OSLI nor the Board are responsible for compliance with Project construction schedules or completion dates;
  - (b) That the Borrower shall be solely responsible for its compliance with all applicable local regulations and state statutes, including but not limited to, state statutes regarding procurement, accounting, and contractor retainage accounts;
  - (c) That the Borrower shall inform the OSLI and DEQ of any changes, irregularities, or problems, including but not limited to: change orders, contract interpretation issues, withholding liens, and scheduling alterations; and
  - (d) That the Borrower shall permit OSLI, DEQ, or any party designated by OSLI or DEQ to examine, visit, and inspect, at any and all reasonable times, all property and work sites constituting the Project, and to inspect and make copies of any accounts, books and records, including without limitation: records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing. The Borrower shall supply such reports and information as the OSLI and DEQ may reasonably require in connection with the Project.
- (iv) The Borrower shall notify OSLI and DEQ in writing within thirty (30) days of the earlier of substantial completion or initiation of operations.
- (v) Prior to commencing operations, the Borrower shall provide to OSLI a certification from the engineer stating that the Project was constructed as shown in the plans submitted or a justification by the engineer or operating entity of any changes that were made without prior OSLI or DEQ approval.
- **F.** Operation and Maintenance of Wastewater System. The Borrower shall, in accordance with prudent wastewater system practice:
  - (i) At all times operate the properties of its wastewater system and any business in connection therewith in an efficient manner;
  - (ii) Maintain its wastewater system in good repair, working order, and operating condition;
  - (iii) From time to time make all necessary and proper repairs, renewals, replacements, additions, betterment and improvements with respect to its wastewater system so that at all times the business carried on in connection therewith shall be properly and advantageously conducted. Nothing in this

- subsection shall require the Borrower to expend any funds which are derived from sources other than the operation of its wastewater system or to prevent the Borrower from doing so; and
- (iv) Cooperate with OSLI and DEQ in its observance and performance of its duties and obligations under this Agreement.
- **G.** User Charges. The Borrower shall establish a system of rents, rates, and other charges (User Charges) for products and services provided by its wastewater system.
  - (i) User Charges shall be at least sufficient to:
    - (a) Meet the operation and maintenance expenses of its wastewater system, including any reserve or replacement fund established by the Borrower for the sound fiscal management and for maintenance of the wastewater system;
    - (b) Comply with any and all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued by the Borrower or any other contractual obligations incurred by the Borrower;
    - (c) Pay the debt service requirements on all other bonds, notes or other subordinated evidences of indebtedness whether now outstanding or incurred in the future issued to finance improvements to the wastewater system and to make any other payments required by law which are payable from funds pledged to the payment of the Loan Agreement,
    - (d) Fulfill the terms of all other contracts and agreements made by the Borrower, including, without limitation, this Agreement; and
    - (e) Pay all other amounts payable from or constituting a lien or charge on the funds pledged to the payment of the Loan.
  - (ii) User Charges shall ensure each recipient of wastewater system services from the wastewater system will pay such recipient's proportionate share of the cost of operation and maintenance, including replacement of the wastewater system.
  - (iii) Upon the execution of this Agreement, the Borrower shall immediately modify its User Charges as necessary to comply with this subsection and shall maintain such system of user charges for the duration of this Agreement.

- **H. Disposition of Wastewater System.** The Borrower shall not sell, lease, abandon, or otherwise dispose of all or any substantial portion of its wastewater system or any other system which provides revenues for upkeep and maintenance of the wastewater system unless:
  - (i) The Borrower assigns this Agreement and its rights and interests hereunder in accordance with Subsection 7.B. of this Agreement to a purchaser or lessee; and
  - (ii) The Board, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect:
    - (a) The ability of the Borrower or its assignees to meet its duties, covenants, obligations and agreements under this Agreement; or
    - (b) Any other agreement entered into by the Board, or any condition of any grant received by the Board from the United States of America which is related to any capitalization grant received by the Board under the Clean Water Act.
- I. Floodplain Management. The Borrower shall comply with the floodplain management standards of the National Flood Insurance Program.
- J. Records and Accounting. The Borrower shall keep accurate records and accounts for its wastewater system (System Records) separate and distinct from its other records and accounts (General Records). Such System Records shall be maintained in accordance with generally accepted government accounting standards and, at a minimum, the Borrower shall have annual financial statements prepared by an independent party. OSLI may require system records to be audited annually by an independent accountant, in which case the audit may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by OSLI and DEQ at any reasonable time, and a copy of the financial statements or the independent annual audit, including all written comments and recommendations of such accountant, shall be furnished to OSLI within one hundred fifty (150) days of the close of the fiscal year.
- K. Compliance with Federal Requirements. The Borrower shall comply with all federal requirements applicable to the Project, including, but not limited to:
  - (i) American Iron and Steel. The Borrower covenants and agrees that no funds from this Loan may be used for this Project unless all of the iron and steel used in the Project are produced in the United States, unless a waiver is provided to the Borrower by the EPA. The Borrower shall comply with all regulations and guidance issued by EPA, Wyoming Water Development Office, and DEQ regarding this requirement.

- (ii) <u>DBE Utilization Report</u>. Prior to awarding a contract for the Project, the Borrower shall submit the Disadvantaged Business Enterprise (DBE) Bidder Good Faith Effort Documentation and the DBE Notification of Intent to Subcontract forms to DEQ.
- (iii) "Fair Share Goal." The Borrower shall establish a "Fair Share Goal" percentage of not less than three percent (3%) of prime contract and subcontract awarded for this Project with OSLI and DEQ before the Borrower awards any contracts under this Agreement.
  - (a) The Borrower shall, at a minimum, take the six (6) affirmative steps to ensure to the fullest extent possible that at least the negotiated "Fair Share Goal" percentage of Loan funds for prime contracts or subcontracts for supplies, construction, equipment, or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities.
  - (b) The Borrower agrees to include in its bid documents a "3% Fair Share Goal" percentage and require all of its prime contractors to include in their bid documents for subcontracts a "3% Fair Share Goal" percentage.
- (iv) Equal Employment Opportunity. The Borrower shall include the seven (7) equal employment clauses mandated by Presidential Executive Order No. 11246 in all contracts awarded as part of the Project.
- (v) <u>Davis-Bacon Wage Act</u>. The Borrower agrees that all laborers and mechanics employed by contractors and subcontractors on the Project, funded directly by or assisted in whole or in part by this Loan, shall be paid wages at rates not less than those prevailing on Projects of a character similar in the locality as determined by the Secretary of Labor pursuant to 40 U.S.C.A. § 3142(b).
  - (a) The Borrower must acknowledge prior to the bidding of the Project the receipt of the Guidance requirements provided by the DEQ at the following website: http://deq.wyoming.gov/wqd/state-revolving-loan-fund/resources/1-srf-forms-and-guidance/
  - (b) At the time of bidding, the Borrower shall confirm that all applicable federal wage guidance is being followed.
  - (c) Upon completion of the Project, the Borrower shall certify compliance with the Davis-Bacon Wage Act and Section 513 of the Clean Water Act.

- (d) The Borrower shall make all certifications required under this Paragraph on forms provided by the OSLI.
- (vi) Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. As a recipient of EPA-funded assistance, the Borrower shall comply with 2 CFR 200.216 and § 889 of Public Law 115-232.
- (vii) The Borrower shall retain any necessary compliance documentation related to the federal requirements identified in this subsection for three (3) years after Project completion and make such documentation available to the OSLI and the DEQ upon request.

### 7. Special Provisions.

- A. Archaeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Borrower shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historic Preservation Office, and DEQ of such unearthing and follow all applicable state and federal laws and regulations governing such occurrences. The Borrower may hire a qualified archaeologist to monitor construction activities.
- B. Assignment by the Borrower. The Borrower shall not assign this Agreement unless all conditions enumerated in this Subsection are satisfied. No assignment under this Subsection shall relieve the Borrower from primary liability for any of its obligations under this Agreement. In the event of an assignment, the Borrower shall continue to remain liable for the performance and observance of its obligations to be performed and observed under this Agreement. The Borrower shall not assign all or any part of this Agreement unless:
  - (i) The Board has approved the proposed assignment in writing;
  - (ii) The assignment provides expressly that the assignee assumes the full and faithful observance and performance of all duties, covenants, agreements and obligations subject to the proposed assignment;
  - (iii) The assignment will not result in or increase the risk of default in the performance or observance of any duties, covenants, or obligations of the Borrower under this Agreement; and
  - (iv) OSLI has received an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Board with, or condition of any grant received by the Board from, the United States of America which is related to any capitalization grant received by the Board under the Clean Water Act.

- C. Assumption of Risk. The Borrower shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Borrower's failure or the failure of any of its agents, contractors, or subcontractors to comply with state or federal requirements. OSLI shall notify the Borrower of any state or federal determination of noncompliance.
- **D. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Board, OSLI, the Borrower, and their respective successors and assigns.
- E. Default. In the event that OSLI does not receive the required annual payment of principal and interest by the specified due date of each year, the Borrower shall be in Default.
  - (i) Upon Default, the Board may declare the whole of the unpaid balance of the Loan due and payable on demand.
  - (ii) Upon Default, the Board may proceed against the revenues assigned and pledged by the Borrower.
  - (iii) The Borrower hereby accepts the conditions of this Agreement and expressly waives presentment for payment and any claims presented pursuant to Wyo. Stat. § 15-1-125, protest and notice of protest for nonpayment hereof, and all defenses on the grounds of any extension of time of payment that may be given by the Board.
  - (iv) In the event the Board must bring suit to enforce payment under this Agreement for any installment, interest, or part thereof, the Borrower agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorneys' fees and costs.
- F. Environmental Policy Acts. The Borrower agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. Federal Audit Requirements. The Borrower agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Borrower agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Borrower shall provide one (1) copy of the audit report to OSLI and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to OSLI's records.
- H. Human Trafficking. As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives

### funds under this Agreement:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.
- I. Kickbacks. Borrower certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Borrower breaches or violates this warranty, OSLI may, at its discretion, terminate this Agreement without liability to OSLI, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee. The Borrower shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Borrower is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.
- **J.** Limitations on Lobbying Activities. By signing this Agreement, the Borrower certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Borrower, its contractor or any subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- K. Nondiscrimination. The Borrower shall require all contractors and subcontractors to comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- **L.** Administration of Federal Funds. The Borrower agrees its use of the Funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, et seq.; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by OSLI.

### 8. General Provisions.

- A. Amendments. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Agreement Shall Not be Used as Collateral. The Borrower shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of OSLI.
- **D.** Availability of Funds. Each payment obligation of OSLI is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by OSLI at the end of the period for which the funds are available. OSLI shall notify the Borrower at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the State, the Board, or OSLI in the event this provision is exercised, nor shall those entities be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Compliance with Laws. The Borrower shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- F. Entirety of Agreement. This Agreement, consisting of fifteen (15) pages; Attachment A, Amortization Schedule, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- **G.** Ethics. The Borrower shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.).
- **H. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- I. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- J. Indemnification. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- The Borrower shall function as an independent Independent Contractor. K. contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Borrower shall be free from control or direction over the details of the performance of services under this Agreement. The Borrower shall assume sole responsibility for any debts or liabilities that may be incurred by the Borrower in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Borrower or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming, the Board, or OSLI, or to incur any obligation of any kind on behalf of these entities. The Borrower agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Borrower or the Borrower's agents or employees as a result of this Agreement.
- L. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- M. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- N. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Board, and OSLI expressly reserve sovereign immunity by entering into this Agreement and the Borrower expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall

- not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Termination of Agreement. This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Borrower fails to perform in accordance with the terms of this Agreement.
- P. Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Time is of the Essence. Time is of the essence in all provisions of this Agreement.
- R. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- S. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- T. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Borrower of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

The Effective Date of this Agreement	is the date of the signature last arrived to this page.
IN TESTIMONY WHEREOF, I, Mark Go	ordon, President of the Wyoming State Loan and
Investment Board, have executed these preser	nts and caused the official seal of the Wyoming State
Loan and Investment Board of the State of Wy	yoming to be affixed hereto at the City of Cheyenne,
State of Wyoming, this day of	f, 2025.
WYOM	IING STATE LOAN AND INVESTMENT BOARD
	BY:
	BY: Governor Mark Gordon
ATTEST:	
Jason Crowder, Interim Director Wyoming Office of State Lands and Investment	ents
•	Town of Saratoga
	BY:
	Chuck Davis, Mayor
ATTEST:	
Michael Cooley, Mayor Pro Temp	
Attorney General's Office Approval as to For	rm:
Theme #24	16794 03-14-2025
Tyler M. Renner, Supervising Attorney Gene	pral Date

Item 20)

# Wyoming The Office of State Lands and Investments

**Date:** 02/10/20 **Time:** 01:40:09
51

## Town of Saratoga - CW215

Loan Amortization Report

		\$0.00	\$3,923,195.10	\$0.00	95.10	\$773,195.10		\$3,150,000.00	s:	Totals:
\$0.00	-\$3,150,000.00		\$119,455.34	\$0.00	41.52	\$1,741.52	1.500000	\$117,713.82	03/01/2055	30
\$117,713.82	-\$3,032,286.18		\$131,163.44	\$0.00	28.34	\$3,628.34	1.500000	\$127,535.10	03/01/2054	29
\$245,248.92	-\$2,904,751.08		\$131,163.44	\$0.00	37.65	\$5,487.65	1.500000	\$125,675.79	03/01/2053	28
\$370,924.71	-\$2,779,075.29		\$131,163.44	\$0.00	19.86	\$7,319.86	1.500000	\$123,843.58	03/01/2052	27
\$494,768.29	-\$2,655,231.71		\$131,163.44	\$0.00	25.35	\$9,125.35	1.500000	\$122,038.09	03/01/2051	26
\$616,806.38	-\$2,533,193.62		\$131,163.44	\$0.00	)4.53	\$10,904.53	1.500000	\$120,258.91	03/01/2050	25
\$737,065.29	-\$2,412,934.71		\$131,163.44	\$0.00	57.76	\$12,657.76	1.500000	\$118,505.68	03/01/2049	24
\$855,570.97	-\$2,294,429.03		\$131,163.44	\$0.00	35.44	\$14,385.44	1.500000	\$116,778.00	03/01/2048	23
\$972,348.97	-\$2,177,651.03		\$131,163.44	\$0.00	37.92	\$16,087.92	1.500000	\$115,075.52	03/01/2047	22
\$1,087,424.49	-\$2,062,575.51		\$131,163.44	\$0.00	5.59	\$17,765.59	1.500000	\$113,397.85	03/01/2046	21
\$1,200,822.34	-\$1,949,177.66		\$131,163.44	\$0.00	8.80	\$19,418.80	1.500000	\$111,744.64	03/01/2045	20
\$1,312,566.98	-\$1,837,433.02		\$131,163.44	\$0.00	17.91	\$21,047.91	1.500000	\$110,115.53	03/01/2044	19
\$1,422,682.51	-\$1,727,317.49		\$131,163.44	\$0.00	3.26	\$22,653.26	1.500000	\$108,510.18	03/01/2043	18
\$1,531,192.69	-\$1,618,807.31		\$131,163.44	\$0.00	5.21	\$24,235.21	1.500000	\$106,928.23	03/01/2042	17
\$1,638,120.92	-\$1,511,879.08		\$131,163.44	\$0.00	4.10	\$25,794.10	1.500000	\$105,369.34	03/01/2041	16
\$1,743,490.26	-\$1,406,509.74		\$131,163.44	\$0.00	0.26	\$27,330.26	1.500000	\$103,833.18	03/01/2040	15
\$1,847,323.44	-\$1,302,676.56		\$131,163.44	\$0.00	4.03	\$28,844.03	1.500000	\$102,319.41	03/01/2039	14
\$1,949,642.85	-\$1,200,357.15		\$131,163.44	\$0.00	5.73	\$30,335.73	1.500000	\$100,827.71	03/01/2038	13
\$2,050,470.56	-\$1,099,529.44		\$131,163.44	\$0.00	5.68	\$31,805.68	1.500000	\$99,357.76	03/01/2037	12
\$2,149,828.32	-\$1,000,171.68		\$131,163.44	\$0.00	4.20	\$33,254.20	1.500000	\$97,909.24	03/01/2036	11
\$2,247,737.56	-\$902,262.44		\$131,163.44	\$0.00	1.60	\$34,681.60	1.500000	\$96,481.84	03/01/2035	10
\$2,344,219.40	-\$805,780.60		\$131,163.44	\$0.00	8.19	\$36,088.19	1.500000	\$95,075.25	03/01/2034	9
\$2,439,294.65	-\$710,705.35		\$131,163.44	\$0.00	4.28	\$37,474.28	1.500000	\$93,689.16	03/01/2033	00
\$2,532,983.81	-\$617,016.19		\$131,163.44	\$0.00	0.16	\$38,840.16	1.500000	\$92,323.28	03/01/2032	7
\$2,625,307.09	-\$524,692.91		\$131,163.44	\$0.00	6.13	\$40,186.13	1.500000	\$90,977.31	03/01/2031	6
\$2,716,284.40	-\$433,715.60		\$131,163.44	\$0.00	2.47	\$41,512.47	1.500000	\$89,650.97	03/01/2030	5
\$2,805,935.37	-\$344,064.63		\$131,163.44	\$0.00	9.48	\$42,819.48	1.500000	\$88,343.96	03/01/2029	4
\$2,894,279.33	-\$255,720.67		\$131,163.44	\$0.00	7.43	\$44,107.43	1.500000	\$87,056.01	03/01/2028	ω
\$2,981,335.34	-\$168,664.66		\$131,163.44	\$0.00	5.60	\$45,376.60	1.500000	\$85,786.84	03/01/2027	2
\$3,067,122.18	-\$82,877.82		\$131,163.44	\$0.00	5.62	\$48,285.62	1.500000	\$82,877.82	03/01/2026	_
\$3,150,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0	0.000000	\$0.00		0
Contracted Bal	Current Balance	Disbursements	Total	"	Fees	Interest	Rate	Principal	Date	Num
			0.000000	1.500000	03/01/2055	02/06/2025				
		Fee Rate	ate	Interest R	End Date	Start Date				
				Interest Rates	Int					
										_

### TOWN OF SARATOGA ORDINANCE NO. 25-880

AN ORDINANCE TO AMEND THE TOWN OF SARATOGA, TOWN CODE, TITLE 17 SUBDIVISIONS. AN ORDINANCE AMENDING AND CLARIFYING THE PROCESS OF SUBDIVIDING LAND OR ALTERING EXISTING SUBDIVISIONS WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN OF SARATOGA, AS WELL AS THE REQUIREMENTS AND PROCESSES FOR THE CONSTRUCTION OF PUBLIC IMPROVENTS OF SAID SUBDIVISIONS. AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, The Town Council and the Mayor of The Town of Saratoga, has determined that in the best interest of its residents that the above mentioned Town Code Section(s) be amended.

WHEREAS, The Town of Saratoga Planning Commission held a public hearing on January 14, 2024 and made an official recommendation of these amendments to the Saratoga Town Council.

WHEREAS, The Town Council and the Mayor of The Town of Saratoga, finds it appropriate and necessary to establish a clear process for the development of land within the municipal boundaries of The Town of Saratoga.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Town Council of Saratoga, Carbon County, Wyoming.

**SECTION 1:** That Title 17 Subdivision that exists prior to the passage of this ordinance is hereby repealed in full. This ordinance is intended to replace the current Title 17 in its entirety.

**SECTION 2:** That Saratoga Town Code Title 17 Subdivisions is hereby amended to read as follows:

### CHAPTER 17.04 GENERAL PROVISIONS § 17.04.010. Title.

These regulations shall be known and may be cited as "the Subdivision Regulations of Saratoga, Wyoming."

### § 17.04.020. Authorization.

Authorization for these subdivision regulations is contained in W.S. 1977, Sections 15-1-501 through 15-1-512 for municipalities and W.S. 1977, Sections 34-12-101 through 34-12-115 on platting and dedication.

§ 17.04.030. Purpose.

The purposes of the regulations are to promote the public health, safety and general welfare of residents and visitors alike. The overall objective of these regulations is; to consider land subdivision plats as part of a plan for the orderly, efficient and economical development of the land within the Planning Commission's jurisdiction.

- Streets shall be of such width, grade and location to accommodate prospective traffic, provide adequate light and air, and to provide access by service and emergency vehicles.
- Land of suitable location, size and character for utility or drainage easements or public community services shall be shown on the subdivision plat wherever appropriate.
- Land to be subdivided shall be of such character that it can be used safely for building purposes without danger to health and welfare from flooding, fire contamination, erosion and other menace.
- 4. The development of any subdivision should avoid unnecessary environmental degradation, pollution of air, streams, ponds, and so on, and be in harmony with the natural environment.
- Protect and conserve the value of land and buildings throughout The Town and minimize conflicts among the uses of land and buildings.
- Provide adequate and efficient transportation, water, sewage, schools, parks, playgrounds, recreation and other public requirements, facilities and open space needs as will accommodate the anticipated rate of development.
- 7. Establish reasonable standards of design and procedures for subdivisions and re-subdivisions in order to further the orderly layout and use of land, and insurance of proper legal descriptions and placement of monuments of subdivided land to provide adequate records for land titles. Avoid excessive expenditure of public funds for the supply of public services.

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### § 17.04.040. Applicability.

These regulations apply to all subdivisions of land within the jurisdictional area of the governing body of Saratoga, Wyoming.

### § 17.04.050. Conflicting provisions.

These regulations supplement all other laws, regulations, ordinances or resolutions. The more restrictive requirements shall apply where they are at variance with other laws, regulations, ordinances or resolutions.

### § 17.04.060. Amendments.

For the purpose of providing for the public health, safety and general welfare, the Planning Commission may recommend to the local government body of The Town proposed modifications and revisions of these subdivision regulations. Public hearings on all proposed amendments shall be held in the manner prescribed by law, after which The Town Council shall approve, amend or override the Planning Commission's recommendations.

### § 17.04.070. Compliance with conditions.

The developer shall comply with reasonable conditions laid down by the Planning Commission for design, dedication, improvement and restrictive use of the land so as to conform to the physical and economical development of The Town and to the safety and general welfare of the future plot owners in the subdivision and of the community at large.

### § 17.04.080. Severability.

The invalidity of any provisions of these regulations shall not invalidate any other part thereof which is not itself invalid.

### § 17.04.090. Saving provision.

These regulations shall not be construed as abating any action now pending under, or as discontinuing, abating, modifying or altering any penalty accruing or about to accrue, or as affecting the liability of any person, firm or corporation, or as waiving any right of The Town under any section or provision existing at the time of adoption of these regulations, or as vacating or annulling any rights obtained by any person, firm or corporation by lawful action of The Town except as shall be expressly provided for in these regulations.

### **CHAPTER 17.08 DEFINITIONS**

### § 17.08.010. Usage generally.

- For the purpose of these regulations, certain numbers, abbreviations, terms and words
  used in this title shall be used, interpreted and defined as set forth in this section.
- "Person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.
- "Shall" is a mandatory requirement, "may" is a permissive requirement and "should" is a preferred requirement.
- "Used" or "occupied" includes the words "intended, designed or arranged to be used or occupied."
- 5. "Lot" includes the words "plot" or "parcel."
- 6. Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words in the plural number include the singular; "herein" means "in these regulations"; "regulations" means "these regulations."
- "Building" includes "structure"; "building" or "structure" includes any part thereof.

### § 17.08.020. Alley.

"Alley" means a public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on some other street.

### § 17.08.030. Amended Subdivision Plat

"Amended Subdivision Plat" is a Plat portraying the alterations that have been made to lots in an existing subdivision. All alterations to existing subdivisions shall be in accordance with this Title and all other applicable provisions of the Saratoga Town Code.

### § 17.08.040. Applicant.

"Applicant" means the owner of land proposed to be subdivided or his or her representative. Consent shall be required from the legal owner of the premises.

### § 17.08.050. Block.

"Block" means a tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways or boundary lines of municipalities.

### § 17.08.060. Bond.

"Bond" means any form of security including a cash deposit, surety bond, collateral, property or instrument of credit in an amount and form satisfactory to the governing body. All bonds shall be approved by the governing body wherever a bond is required by these regulations.

### § 17.08.070. Building.

"Building" means any structure built for the support, shelter or enclosure of persons, animals, chattels or movable property of any kind and includes any structure.

### § 17.08.080. Chairman.

"Chairman" means the elected chairman of the Planning Commission or, in his or her absence, the vice chairman or other delegate.

### § 17.08.090. Commission.

"Commission" means the Planning and Zoning Commission administering these regulations.

### § 17.08.100. Construction plan.

"Construction plan" means the maps or drawings accompanying a subdivision plat and showing the specific location and design of improvements to be installed in the subdivision in accordance with the requirements of the Planning Commission as a condition of approval of the plat.

### § 17.08.110. County.

"County" refers to the territory of Carbon County.

### § 17.08.120. Density.

- 1. "Density" means a unit of measurement; the number of dwelling units per acre of land.
- "Gross density" means the number of dwelling units per acre of the total land to be developed.
- "Net density" means the number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

### § 17.08.130. Designated engineer.

"Designated engineer" refers to the engineer responsible for preparation of cost approximations and certification as to the improvements being in conformance with the construction drawings and specifications.

### § 17.08.140. Developer.

"Developer" means any individual, firm, association, corporation, governmental agency or any other legal entity commencing proceedings under these regulations to carry out the development of land as defined herein, for him or herself or for another.

### § 17.08.150. Easement.

"Easement" means authorization by a property owner for the use by another and for a specified purpose of any designated part of his or her property.

### § 17.08.160. Engineer.

"Engineer" means any person licensed to practice professional engineering in the state as specified in W.S. 1977, Section 33-29-113.

### § 17.08.170. Escrow.

"Escrow" means a deposit of cash with The Town Council in lieu of an amount required and still in force on a performance or maintenance bond. Such escrow funds shall be deposited by the Zoning Officer in a separate account.

### § 17.08.180. Frontage.

"Frontage" means any street to be constructed by the developer or any existing street in which development shall take place on both sides. The place where the lot lines meet those street(s) is where the lot is considered to have frontage. A lot with streets in the rear of the lot and front of the lot would be considered to have frontage on both sides.

### § 17.08.190. Grade.

"Grade" means the inclination from the horizontal of a road, unimproved land, etc., and is expressed by stating the vertical rise or fall as a percent of the horizontal distance. See Figure 1.

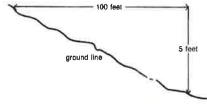


Figure 1, Diagram showing a 5% slope

### § 17.08.200. Improvements.

"Improvements" means street pavement or resurfacing, curbs, gutters, sidewalks, water lines, sewer lines, storm drains, street lights, flood control and drainage facilities, utility lines, landscaping and other related matters normally associated with the development of raw land into building sites.

### § 17.08.210. Joint ownership.

"Joint ownership" among persons shall be construed as the same owner; "constructive ownership" for the purpose of imposing subdivision regulations.

### § 17.08.220. Local street.

"Local street" means a road intended to provide access to other roads from individual properties and to provide right-of-way beneath it for sewer, water and storm drainage pipes.

### § 17.08.230. Lot-Parcel.

"Lot" or "parcel" means a portion of land in a subdivision or plat of land, separated from other lots or portions of land by description as on a subdivision or record of survey map or by metes and bounds for the purpose of sale, lease or separate use.

### § 17.08.240. Lot area.

"Lot area" means the amount of surface land contained within the property lines of a lot, including the land within easements on the lot, but excluding any land within the street right-of- way or public open space.

### § 17.08.250. Lot depth.

Lot depth of a lot shall be considered the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

### § 17.08.260. Lot improvement.

"Lot improvement" means any building, structure, place, work of art or other object, or improvement of land on which they are situated constituting a physical betterment of real property, or any part of such betterment. Certain lot improvements shall be properly bonded as provided in section(s) 17.28.100 and 17.28.110 of these regulations.

### § 17.08.270. Lot, minimum area of.

"Minimum area of lot" means the area of a lot is computed exclusive of any portion of the right- of-way of any public or private street.

### § 17.08.280. Lot measurements.

A lot shall be measured as follows:

- Depth of a lot shall be considered to be the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
- Width of a lot shall be considered to be the distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the building setback line; provided, however, that the width between side lot lines at their foremost points (where they intersect with street lines) shall not be less than eighty percent of the required lot width.

### § 17.08.290. Lot of record.

"Lot of record" means a lot which is part of a subdivision recorded in the office of the county recorder, or a lot or parcel described by metes and bounds, the description of which has been recorded.

### § 17.08.300. Lot types.

Terminology used in these regulations with reference to corner lots, interior lots and through lots is as follows:

- A "corner lot" is defined as a lot located at the intersection of two or more streets. A lot
  abutting on a curved street or streets shall be considered a corner lot if straight lines drawn
  from the foremost points of the side lots lines to the foremost point of the lot meet at an
  interior angle of less than one hundred thirty-five degrees.
- 2. An "interior lot" is a lot other than a corner lot with only one frontage on a street.
- A "through lot" is a lot other than a corner lot with frontage on more than one street.
   Through lots abutting two streets may be referred to as "double frontage lots."
- 4. A "reversed frontage lot" is a lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

### § 17.08.310. Lot width.

Width of a lot shall be considered to be the distance between straight lines connecting front and

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rear lot lines at each side of the lot, measured at the building setback line; provided, however, that the width between side lot lines at their foremost points (where they intersect with street lines) shall not be less than eighty percent of the required lot width.

### § 17.08.320. Master plan.

"Master plan" means a comprehensive plan for development of the local government, prepared and adopted by the Planning Commission, pursuant to state law, and including any part of such plan separately adopted and any amendment to such plan or parts thereof.

### § 17.08.330. Master street plan.

See official Saratoga major street plan adopted by the Saratoga Town Council. (Ord. 356 Ch. 6 § 2, 1979)

### § 17.08.340. Monuments.

"Monuments" means permanent concrete or iron markers used to establish definitely all lines of the plat of a subdivision, including all lot corners, boundary line corners and points of change in street alignment.

### § 17.08.350. Official map.

"Official map" means the map established by the governing body pursuant to law showing the streets and setback lines theretofore laid out, adopted and established by law and any amendment or additions thereto adopted by the governing body or additions thereto resulting from the approval of subdivision plats by the Planning Commission and the subsequent filing of such approved plats.

### § 17.08.360. Off-site.

"Off-site" means any premises not located within the area of the property to be subdivided, whether or not in the same ownership of the applicant for subdivision approval.

### § 17.08.370. Open space.

"Open space" means an area open to the sky which may be on the same lot with a building. The area may include, along with the natural environmental features, swimming pools, tennis courts or any other recreational facilities that the Planning Commission deems permissive. Streets, structures for habitation and the like shall not be included.

### § 17.08.380. Ordinance.

"Ordinance" means any legislative action instated by a local government which has the force of law, including any amendment or repeal of any ordinance.

### § 17.08.390. Out lot.

"Out lot" means property shown on a subdivision plat outside of the boundaries of the land which is to be developed and which is to be excluded from the development of the subdivision.

### § 17.08.400. Owner.

"Owner" means any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations.

### § 17.08.410. Parking space, off-street.

For the purpose of these regulations, an "off-street parking space" consists of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room, but shall be located totally outside of any street or alley right-of-way.

### § 17.08.420. Performance bond—Surety bond.

"Performance bond" or "surety bond" means an agreement by a subdivider or developer with The Town for the amount of the estimated construction cost guaranteeing the completion of physical improvements according to the plans and specifications within the time prescribed by the subdivider's agreements.

### § 17.08.430. Planning Commission.

"Planning Commission" means The Town's Planning and Zoning Commission established in accordance with law.

### § 17.08.440. Plat Types.

"Plat" means a map or layout of a subdivision indicating the location and boundaries of individual properties.

- "Preliminary plat" means the preliminary drawing or drawings, described in these regulations, indicating the proposed manner or layout of the subdivision to be submitted to the Planning Commission for approval.
- "Final subdivision plat" means the final map, drawing or chart upon which the subdivider's plan of subdivision is presented to the Planning Commission for approval, and which, if approved, will be submitted to the county clerk for recording.
- 3. "Amended subdivision plat" means a proposed and or approved map of a change in an existing subdivision. See 17.08.025, 17.08.530

§ 17.08.450. Principal arterials streets.

"Principal arterials" means street and highways serving major metropolitan activity centers, the highest traffic volume corridors, the longest trip desires and high proportion of total urban area travel on a minimum of mileage. Service to abutting land should be subordinate to the provision of travel service to major traffic movements. This system carries the major portion of trips entering and leaving the

urban area, as well as the majority of through movement desiring to bypass the central city.

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§ 17.08.460. Public facility.

"Public facility" means any use of land, whether publicly or privately owned, for transportation, utilities or communications or for the benefit of the general public, including by not limited to libraries, streets, schools, fire or police stations, county buildings, municipal buildings, recreational centers including parks, and cemeteries.

§ 17.08.470. Public improvement.

"Public improvement" means any drainage ditch, roadway, off-street parking area, lot improvement or other facility for which the local government may ultimately assume the responsibility for maintenance and operation or which may affect an improvement for which local government responsibility is established. All such improvements shall be properly assured.

§ 17.08.480. Public way.

"Public way" means an alley, avenue, boulevard, bridge, channel, ditch, easement, expressway, freeway, highway, land, parkway, right-of-way, road, sidewalk, street, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right or which are dedicated, whether improved or not.

§ 17.08.490. Re-subdivisions.

"Re-subdivisions" means a change in map of an approved or recorded subdivision plat if such change affects any street layout on such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions. Plats approved for re-subdivisions shall be Titled as "Amended Subdivision Plat". See 17.08.025, 17.08.480

§ 17.08.500. Right-of-way.

Right-of-way" means a strip of land occupied or intended to be occupied by a street, crosswalk, rail-road, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees or for another special use. The usage of the term "right-of-way" for land platting purposes means that every right-of-way hereafter established and shown on a Final Plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, shade trees or any other use involving maintenance by a public agency shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

§ 17.08.510. Road right-of-way width.

"Road right-of-way width" means the distance between property lines measured at right angles to the centerline of the street.

§ 17.08.520. Sale-Lease.

"Sale" or "lease" means any immediate or future transfer of ownership or any possessory interest in land, including contract of sale, lease, devise, intestate succession or transfer of an interest in a subdivision or part thereof, whether by metes and bounds, deed, contract, plat, map, lease, devise, intestate succession or other written instrument.

§ 17.08.530. Same ownership.
"Same ownership" means ownership by the same person, corporation, firm, entity, partnership or unincorporated association; or ownership by different corporations, firms, partnerships, entities or unincorporated associations in which a stockholder, partner or associate, or a member of his or her family, owns an interest in each corporation, firm, partnership, entity or unincorporated association.

§ 17.08.540. Sidewalk.

"Sidewalk" means that portion of the road right-of-way outside the roadway which is improved for the use of pedestrian traffic.

§ 17.08.550. Subdivider.

"Subdivider" means any person who lays out any subdivision or parts thereof either for the account of the subdivider or others.

§ 17.08.560. Subdivision.

"Subdivision" means the division of a tract or parcel of land into two or more parts for immediate or future sale or building development.

§ 17.08.570. Thoroughfare—Street—Road-(Types).

1. "Thoroughfare," "street" or "road" means the full width between property lines bounding every public way of whatever nature, with a part thereof to be used for vehicular traffic and designated as follows:

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- "Alley" means a minor street used primarily for vehicular service access to the back or side of properties abutting on another street.
- b. "Collector streets" means streets penetrating neighborhoods, collecting traffic from local streets in the neighborhoods and channeling it into the arterial system. A minor amount of through traffic may be carried on collector streets, but the system primarily provides land access service and carries local traffic movement within neighborhoods, commercial and industrial areas.
- c. "Cul-de-sac" means a local street of relatively short length with one end open to traffic and the other end terminating in a vehicular turnaround.
- d. "Dead-end street" means a street temporarily having only one outlet for vehicular traffic and intended to be extended or continued in the future.
- e. "Local street" means a road intended to provide access to other roads from individual properties and to provide right-of-way beneath it for sewer, water and storm drainage pipes.
- f. "Major street (principal arterial)" means a general term denoting a highway primarily for through traffic carrying heavy loads and large volume of traffic, usually on a continuous route. "Principal arterials" means street and highways serving major metropolitan activity centers, the highest traffic volume corridors, the longest trip desires and high proportion of total urban area travel on a minimum of mileage. Service to abutting land should be subordinate to the provision of travel service to major traffic movements. This system carries the major portion of trips entering and leaving the urban area, as well as the majority of through movement desiring to bypass the central city.
- g. "Marginal access street" means a local or collector street parallel and adjacent to an arterial or collector street, providing access to abutting properties and protection from arterial or collector streets (also called "frontage streets").
- h. "Perimeter street" means any existing street on which the parcel of land to be subdivided abuts on only one site.

### § 17.08.580. Town.

"Town" refers to the incorporated area of The Town of Saratoga as it existed at the time of the adoption of these regulations and including revisions thereto.

### § 17.08.590. Unit.

"Unit" means a portion of a subdivision selected for development as one of a series of stages.

### § 17.08.600. Variance.

"variance" is a modification of the strict terms of the relevant regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardships.

### 17.08.610. Vicinity map.

"Vicinity map" means a drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision or use to other nearby development or landmarks and community facilities and services within Carbon County in order to better locate and orient the area in question.

### § 17.08.620. Walkway.

"Walkway" means a dedicated public way, four feet or more in width, for pedestrian use only, whether along the side of a road or not.

### § 17.08.630. Yard.

"Yard" means a required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from three feet above the general ground level of the graded lot upward, provided accessories, ornaments and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility. As listed in Title 18 of the Saratoga Town Code.

- Yard, Front. "Front yard" means a yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.
- 2. Yard, Rear. "Rear yard" means a yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
- 3. Yard, Side. "Side yard" means a yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

"Zoning Officer" means the person designated by The Town Council to enforce the zoning and subdivision regulations.

### **CHAPTER 17.12 ADMINISTRATION AND ENFORCEMENT**

§ 17.12.010. Administration.

These regulations shall be administered by the Saratoga Planning Commission and the Town Council's designated Zoning Officer.

- The Zoning Officer may have one or more agents in order to carrying out the
  provisions of this title. Agents may include, Building Inspector, Assistant
  Zoning Officer etc. These agents are hired by the Zoning Officer with the
  approval of the Town Council.
- The Zoning Officer may issue citations in accordant with section 17.12.030 of this Title.

### § 17.12.020. Enforcement generally.

- The administrative official (Zoning Officer) to the Planning Commission shall enforce these
  regulations and bring to the attention of The Town attorney any violations or lack of
  compliance herewith.
- No owner or agent of the owner of any parcel of land located in a proposed subdivision shall transfer or sell any such parcel before a plat of such subdivision has been approved by The Town Council, in accordance with the provisions of these regulations and filed with the county clerk.
- No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivision sold in violation of the provisions of these regulations.

### § 17.12.030. Violations-Penalties.

W.S. 1977, Section 18-5-314, specifies the penalties for violators of the county subdivision laws and regulations. W.S. 1977, Sections 15-1-511 and 15-1-512, provide the penalty for violators of The Town planning and subdivision laws and regulations.

- Civil Enforcement. Appropriate actions and proceedings may be taken by law or in equity
  to prevent any violation of these regulations, to prevent unlawful construction, to recover
  damages, to restrain, correct, or abate a violation, to prevent illegal occupancy of a building,
  structure or premises, and these remedies shall be in addition to the penalties described
  above.
- Any person, firm, partnership, association or corporation who violates any of the provisions
  of this title shall upon conviction be fined not more than one hundred dollars or
  imprisonment not exceeding sixty days together with court costs not exceeding ten dollars.
  Each day's violation of this title constitutes a separate offense.

### CHAPTER 17.16 APPLICATION AND GENERAL PERMIT PROCEDURE

17.16.010. General Procedure

The Planning Commission shall receive applications and make determinations for all new subdivisions and alterations of existing subdivisions withstanding the following exemptions; exemptions allowed by Wyoming State Code, aggregation of existing lots of record into lots of conforming size and shape, and lot line adjustments that do not affect exterior lot lines of the subdivision and that do not change any lot size more that 30 percent. The procedure below outlines the process for non-exempt divisions and alterations of land.

- 1. Schedule and attend a pre-application meeting with staff
  - a. The purpose of this meeting is to go over the required process of subdividing land, identify which types of public improvements may be required. Identify the correct contacts for discussions on design of identified improvements. Clarify procedural timelines and answer questions. If an individual is contemplating the subdivision of land within the community fully reviewing Title 17 in its entirety is required by the developer and or his/her agent.
- 2. Applicant must submit the following to the Zoning Officer.
  - a. An application for subdivision permit provided by The Town.
  - b. A Preliminary Plat as described in chapter 17.20.
  - Construction plans for applicable improvements identified in chapter 17.28. developed by a licensed engineer in the State of Wyoming.
    - If the application is one for an alteration of an existing subdivision, and any number of the lots are to become their own subdivision, this process shall include a hearing and approval of vacation of the lots of the newly proposed subdivision from the existing subdivision. If the lots are to remain within their prescribed subdivision the plat shall be created as an Amended Subdivision Plat and no vacation procedure is required.
      - A. i.e. if Bob buys a tract of land containing an undeveloped 5 acres and 7 lots of an existing subdivision and wished to turn all the purchased property into one subdivision, the 7 existing lots must be vacated from their existing subdivision.
    - The vacation procedure shall run concurrent with process described in this section 17.16.010.

- d. If the location of the development, size of the development triggers an environmental review due to any state or federal requirement, the developer shall provide their contact and procedural plan to complete the review.
- 3. Schedule and attend a post filing meeting with staff.
- 4. Within 30 days of the application filing, the Planning Commission shall review the Preliminary Plat for its adherence to the code. No public hearing will be required for the review of a Preliminary Plat. Any alterations required by the Planning Commission shall be finalized before the submission of a Final Plat Application, Preliminary Plat approvals are valid for one year. Determinations on Preliminary Plats shall be made in writing and delivered to The Town Clerk and Applicant. The document shall state the date of approval, denial, and any changes required.
- 5. After administrative review by the Zoning Officer of the final version of the Preliminary Plat, application, construction plans and any other relevant documents, the applicant may file with The Town an application for Final Plat Approval. The applicant shall submit a Final Plat as described in section 17.20 along with any construction plans for the required public improvements identified in section 17.28 including but not limited to water, sewer, roads, lighting, gas, curb and gutter, and open space.
- 6. At a regularly scheduled meeting, the Planning Commission shall hold a public hearing on the proposed Final Plat application. The Zoning Officer shall publish notice in the newspaper of record, the time and date of the public hearing. Two notices shall be published, one of which shall be a minimum of 15 days prior to the hearing.
  - If the subdivision requires improvements, approvals of the proposed design(s) must be received by the appropriate body before this hearing on the Final Plat.
- 7. After the completion of the public hearing reference above, the Planning and Commission may approve with conditions, approve without conditions, or deny with reason. The decision shall be delivered in writing to The Town Council, and developer. The Planning Commission may table the application after the hearing. The Planning Commission shall make a determination on the Final Plat no later than 30 days after the public hearing on said Plat. If deemed necessary, the Planning Commission may hold a special meeting to deliberate on the application. Public notices shall be provided for the special meeting as required by Wyoming State Code.
  - a. If the Planning Commission deems substantial changes are required for the Final Plat to be in compliance with these regulations steps 5-6 of this process shall be repeated. The publication requirements in line 5 shall apply. Examples of substantial changes include addition or reduction of Public Rights of Way, increase in the amount of lots with a decrease in lot size etc.
  - b. If the Planning Commission recommends approval of a Final Plat and the subdivision requires public improvements and or open space dedication as defined in this title, the applicant will work with Town Staff and Town attorney to draft a development agreement for the construction, acceptance and dedication of all proposed public improvements and open space.
    - This agreement must be drafted before The Town Council holds a hearing or makes a decision on the Final Plat.
    - If no public improvements are required for the subdivision this step is not applicable. For reference even a 10 foot extension of water mainline would be considered a public improvement.
- 8. The Final decision of the Final Plat rests with The Town Council. After receiving the recommendations from the Planning Commission, The Town Council at a regular scheduled meeting, shall make a determination on the application. The Town Council shall not be required but may choose to hold an additional public hearing on the application. The publication requirements in 17.16.010.6 of this section shall be adhered to.
  - a. Approval of a Final Plat shall be made by a resolution of The Town Council.
  - b. If the development of the subdivision requires improvements, no Final Plat shall be recorded at the office of the County Clerk until a development agreement has been approved by The Town and Developer describing the improvements required, the methods of acceptance upon completion, and necessary financial assurances as described in section 17.28.
  - c. Any denial of the Final Plat by The Town Council shall be returned to the applicant with findings supporting the decision.
  - d. A determination on the Final Plat, and any other applicable agreements shall be made within 45 days of receiving written recommendations from the Planning Commission. The meeting date in which the determination on the Final Plat was made by the Planning Commission shall constitute the delivery of written recommendations.

- 9. The Town Council will endorse approval on all Final Plats by signing alongside the mayor, three mylar copies of the Final Plat. This endorsement shall include the signing of any necessary development agreements pertaining to the Final Plat. One copy shall be returned to the applicant, one filed at Town Hall and one copy for recordation by the Zoning Officer.
- 10. Upon approval and withstanding any provisions of any development agreement. The Zoning Officer shall record the Final Signed Platt and any relevant agreements, deeds, etc. at the office of the Carbon County Clerk, within 30 days of approval by The Town Council.
- 11. No Final Plat shall be recorded until all costs are reimbursed to The Town by the applicant. These costs shall include application fee, copies, publication, postage, and recording fees. The Zoning Officer shall invoice the developer for these costs.
- 12. Upon approval of The Town Council, a subdivision permit shall be issued to the developer. This permit shall not be construed to be used as a permit to construct any facilities that require approval from additional entities. i.e. permit to construct a water main line when a permit to construct is required by the Wyoming Department of Environmental Quality. Nor shall it be construed as an approval to install improvements in a way that is in conflict with
  - the future owner of facilities. i.e. plan and profile for the water line shows a new gas line at a 3-foot depth. The gas utility provided requires a minimum bury of 4 ft. Approval of the subdivision and construction plans does not constitute an approval of the 3ft bury depth. It shall be the responsibility of the developer to construct facilities in compliance with state standards as well the construction standards of all future owners of said facilities.
    - a. All uses of subdivided land within a particular zoning district must comply with the requirements of this title as well as all other titles of the Saratoga Town Code. i.e. off street parking, setbacks, use, building height, industrial waste discharge, noise ordinances etc.
- While required development improvements are being constructed and prior to full acceptance
  of said improvements, the issuance of building permits and certificates of occupancy have
  special provisions. (See 17.28.260)

### § 17.16.020. Planned unit development.

These regulations may be modified by the degree necessary to accomplish the objectives and standards required for the planned unit development of residential or commercial subdivisions, or a mixture, in accordance with Chapter 18.51 of this code. A developer is not exempt from meeting the requirements of these regulations.

### § 17.16.030. Vested rights.

No vested rights shall accrue to any plat by reason of preliminary or final approval until the actual signing of the plat by The Town Council. All requirements, conditions or regulations adopted by The Town Council applicable to the subdivision or on all subdivisions generally shall be deemed a condition for any subdivision prior to the time of the signing of the Final Plat by The Town Council.

### CHAPTER 17.20 PLATS AND CONSTRUCTION PLANS § 17.20.010. Plat(s)

- Preliminary Plat: The initial Plat submitted with the subdivision application shall be titled Preliminary Plat.
- 2. Once this Preliminary Plat has completed the Preliminary Plat process described in section 17.16.010, The Plat that is then submitted for final approval and recordation with the County Clerk it shall be submitted as and titled as a Final Plat. All alterations to Final Plats will be made prior to the publication of the hearing for said Plat.
- Both Preliminary Plats and Final Plats shall contain the contents described in Section 17.20.020
- 4. If the Proposed Plat is one altering an existing subdivision it shall be title an Amended Subdivision Preliminary Plat when submitted for preliminary approval as described in the General Procedures of this title, or it shall be title and Amended Subdivision Final Plat when submitted for Final Plat approval as described in the General Procedure (17.16.010) of this Title.

### § 17.20.020. Plat content requirements

1. Include all land which the applicant proposes to subdivide and all land immediately

- one hundred feet therefrom, or of that directly opposite thereto, extending one hundred feet from the street frontage of such opposite land,
- 2. Name of subdivision, date, graphic scale, north arrow;
- 3. Name and address of property owner, subdivider (if other than owner) and developer;
- Location dimensions and names of existing streets, railroads, easements, municipal boundaries or other public properties and significant features shall be shown within and adjacent to the plat;
- 5. Name, address and seal of registered professional engineer or land surveyor responsible for preparation of the plat and certification that the plat represents a survey by him or her and that all monuments shown actually exist and their location, size and material are correctly shown.
- All exterior plat boundary lines with lengths of courses and bearings as determined by an accurate survey in the field. The plat shall be prepared at a scale of not smaller than one hundred feet per inch.
- 7. Exact location, right-of-way and names of all streets within and adjoining the plat.
- Radii, internal angles, points of curvature, tangent bearings, lengths of arcs and lengths and bearings of chords of all applicable streets within the plat area.
- 9. Location and dimensions of all easements right-of-way when provided for or owned by public utilities, with the limitations of the easement rights definitely stated on the plat.
- 10. If the subdivider proposes to make any streets, alleys or roadways private, then the subdivider shall submit to the governing body properly acknowledged written certification that certain streets, alleys or roadways within the subdivision shall remain private and The Town Council shall be under no obligation to repair, maintain or accept any dedication of such roads to the public use. If no such public maintenance is contemplated, the subdivider shall put a legend on the plat of the subdivision, on the advertisements for the subdivision and on the contracts or agreements for the sale and purchase of lots within the subdivision showing the streets, alleys and roadways showing in capital letters "NO PUBLIC MAINTENANCE OF STREETS OR ROADS." It should be noted that there is no mandate for The Town to provide police protection on private roads. This shall only be done in congruence with section 17.28.060.1.c.
- 11. Location of lots and blocks showing dimensions to nearest one hundredth foot, bearing of lot lines, building setback and identification by consecutive lot number or letter designation.
- 12. Legal description of the tract being subdivided and reflecting the boundary survey and including the section, township and range.
- 13. Location of and dimensions of existing and proposed parks.
- 14. A certificate signed and acknowledged by all parties having any recorded title in the land subdivided shall appear on the Final Plat offering for dedication of all parcels of land shown in the Final Plat and intended for any public dedication, except those parcels other than streets which are intended for the exclusive use of the lot owners in the subdivision, their licensees, visitors, tenants and servants.
- 15. A certificate shall appear on the Final Plat stating that a registered land surveyor in the state is responsible for the survey and that the Final Plat accurately depicts the subdivision and the survey. A statement by the land surveyor explaining how bearings were determined shall be included in the plat. The signature of such surveyor shall be accompanied by his or her registration number.
- 16. A sanitary statement describing what entity if any will be providing sewer and water services to the property.
- 17. The designated engineer shall prepare and submit written cost estimates for the construction of all required subdivision and off-site improvements.
- 18. Any other information consistent with these regulations and the governing body's published rules and regulations which the governing body deems pertinent or relevant to the evaluation of the application.
- 19. Evidence satisfactory to The Town Council that:

- a. The subdivided land and appurtenances will be conveyed free of all encumbrances and that the person who offers any part of this subdivision for sale or who solicits any offers for the purchase thereof, directly or through agents, may convey merchantable title, subject only to noted reservations or restrictions of record, but free of encumbrance and subject only to a proportionate share of real property taxes or assessments charged or assessed for the year in which any such sale may be legally effected.
- b. Binding arrangements have been made by the person who offers any part of the subdivision for sale, directly or though an agent, to assure purchasers of any part of the subdivision that upon full payment of the purchase price a deed can and will be delivered conveying merchantable title subject only to noted reservations or restrictions of record and free of encumbrances not specifically assumed by the purchaser, subject only to a proportionate share of such taxes and assessments thereon as may be levied or assessed for the year in which such sale may be legally effected;
- 20. If the development requires easements through adjacent properties, or if the development requires any other easements to comply with the requirements of this code they must be executed in full and delivered to The Town to be recorded along with any the Final Plat prior to recordation of said Plat.
- 21. Every plat shall conform to existing zoning regulations and subdivision regulations applicable at the time of proposed final approval, except that any plat which has received preliminary approval shall be exempt from any subsequent amendments to the zoning ordinance rendering the plat nonconforming as to bulk or use; provided, that final approval is obtained within the one-year period.

### § 17.20.030. Construction Drawings

As a part of any application for subdivision or re-subdivision when required; construction drawings shall accompany the application along with the proposed plat. Along with any additional information required by the future owner of the improvements, construction drawings should include the following:

- The drawings shall show all physical features such as streams, wooded areas and existing structures.
- 2. Existing topographic contours at an interval of not greater than five feet shall be shown.
- Location of existing sewers, water mains, storm drains, power transmission lines with capacities and direction of flow within and adjacent to the tract and showing proposed connections.
- 4. Proposed installation of utilities shall have plan and profile as a part of the construction plans.
- Location, right-of-way and pavement width of proposed streets and utility easements laid out according to sound planning principles.
- If required portray the grade adjustments required to comply with the Town's floodplain ordinance.

### **CHAPTER 17.28 DEVELOPMENT STANDARDS**

### § 17.28.010. Compliance with rules and regulations.

In addition to the requirements established in the Saratoga Town Code, all subdivisions shall comply with the following laws, rules and regulations:

- 1. All applicable statutory provisions;
- 2. The Saratoga zoning ordinance, building codes and all other applicable laws of The Town;
- The official master plan, official map, public utilities plan and major street plan of The Town, including all streets, drainage systems and parks shown on the official map or master plan as adopted;
- The special requirements of these regulations and any rules of the health department and/ or appropriate state agencies;
- The rules of the State Highway Department if the subdivision or any lot contained therein abuts a state highway or connecting street;
- The standards and regulations adopted by The Town and all boards, commissions, agencies and officials of the local government; and
- 7. Plat approval may be withheld if a subdivision is not in conformity with the guides or policy

### § 17.28.020. Land and Lot Layout

### 1. Unsuitable land.

Land which the Planning Commission finds to be unsuitable for subdivision development due to flooding, improper drainage, steep slopes, rock formations, adverse earth formations or topography, utility easements or other features which will reasonably be harmful to the safety, health and general welfare of the present or future inhabitants of the subdivision or its surrounding areas, shall not be developed unless adequate methods are formulated by the developer and approved by the Planning Commission, upon recommendation of the designated engineer to solve the problems created by the unsuitable land conditions. Such land shall be set aside for uses as shall not involve such a danger.

### Soils data.

The subdivider shall obtain and review recommendations from the local conservation district regarding soil suitability, erosion control, sedimentation and flooding problems. The subdivider shall provide these recommendations to the Zoning Officer and Planning Commission. The subdivider shall provide evidence that recommendations from the local conservation district have been taken into account in the design of the proposed subdivision.

### 3. Subdivision name.

The proposed name of the subdivision shall not duplicate or too closely approximate phonetically the name of any other subdivision in the area covered by these regulations. The Planning Commission shall have final authority to designate the name of the subdivision which shall be determined at Preliminary Plat Review.

### 4. Lot and Block Layout

- a. Lot Arrangement. The lot arrangement shall be such that there will be no foreseeable difficulties for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with the zoning ordinance and health regulations and in providing driveway access to buildings on such lots from an approved street.
- b. Lot dimensions shall comply with the minimum standards of the zoning ordinance. Where lots are more than double the minimum required area for the zoning district, the Planning Commission may require that such lots be arranged so as to allow further subdivision and the opening of future streets where they would be necessary to serve such potential lots, all in compliance with the zoning ordinance and these regulations. In general, side lot lines shall be at right angles to street lines (or radial or curving street lines) unless a variation from this rule will give a better street or lot plan. Depth and width of properties shall be adequate to provide for the off-street parking and loading facilities required for the type of use and development contemplated, as established in the zoning ordinance.
- c. Through Lots shall be avoided except where necessary to provide separation of residential development from traffic arterials or to overcome specific disadvantages of topography and orientation.

### d. Blocks.

- The width of blocks shall be sufficient to allow two tiers of lots or as otherwise approved by the Planning Commission because of design, terrain or other unusual condition.
- Blocks intended for business or industrial use shall be designed specifically for such purpose with adequate space set aside for offstreet parking and delivery facilities.

### § 17.28.060. Streets, Alleys and Access

- 1. Layout and Design
  - a. The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) insofar as such may be deemed necessary by the Planning Commission for public requirements. The street arrangement must be such as to cause no unnecessary hardship to owners of adjoining property when they Plat their own land and seek to provide for convenient access to it.
  - Minor streets shall approach the major or collector streets at an angle of not less than eighty degrees.
  - c. Street Dedication, Streets in year-around subdivisions shall be dedicated to The Town as public streets.

- d. Arterial and Collector Streets. Arterial and collector streets shall conform to the width designated on the master street plan wherever a subdivision falls in an area for which a master street plan has been adopted. For territory where such street plan has not been completed at the time the preliminary plan is submitted to the Planning Commission, arterial or collector streets shall be provided as required by the Planning Commission with minimum right-of-way widths of one hundred feet for arterial streets and eighty feet for collector streets.
- e. Local Streets. Local streets shall have a minimum right-of-way width of sixty feet, except that minor terminal streets and loop streets serving not more than ten lots may have widths of not less than fifty feet.
- f. Minor Terminal Streets.
  - i, Minor terminal streets (cul-de-sacs) shall be no longer than four hundred feet to the beginning of the turnaround. Each cul-de-sac must be terminated by a turnaround of not less than one hundred twenty feet in diameter. If surface water drainage is into the turnaround, due to the grade of the street, necessary catch basins and drainage easements shall be provided. Any street that is to be permanently terminated and no future road expansion designed shall be designed in in congruence with this section.
  - ii. Where a street is designed to remain only temporarily as a dead-end street, an adequate temporary turning area with a radius of no less than 40 feet shall be provided at the dead-end thereof to remain and be available for public use so long as the dead-end condition exists.
- g. Street Grades. Except where due to special circumstances, street grades over any sustained length shall not exceed the following percentages:
  - i. On major public streets, four percent;
  - ii. On collector streets, eight percent;
  - iii. On local and subdivision streets, ten percent;
  - iv. On private streets, fifteen percent.
- h. Alleys. Alleys shall have a minimum width of twenty feet. Alleys may be required in the rear of business lots. Lots with abutting rear yards shall be separated by alleys to provide utility access.

### 2. Access to Lots

a. Access from Principal and Minor Arterials. Lots shall not in general derive access exclusively from a principal or minor arterial street. Where driveway access from a principal or minor arterial street may be necessary for several adjoining lots, the Planning Commission may require that such lots be served by a combined access drive in order to limit possible traffic hazards on such street. Where possible, driveways should be designed and arranged so as to avoid requiring vehicles to back into traffic on principal or minor arterials.

### § 17.28.090. Dedication of land—Open Space—Schools.

- 1. When Land Dedication Required
  - If a ½ acre park does not exist withing 1/2 mile of a newly proposed subdivision; every subdivider who subdivides land for residential uses shall dedicate a portion of such land for the purpose of providing park and recreational facilities to serve future residents of such subdivisions. If the above condition exists, the developer shall pay a fee in lieu of dedication as set forth in this section.
    - i. As it pertains to Open Space requirements a subdivision shall be considered newly proposed if it meets the following criteria.
      - A. It is not exempt from the requirements of this title as described in section 17.16.010 "General Procedure" of this Title.
      - B. It involves the creation of more than 4 new lots.
      - C. Requires public improvements
  - Net area shall include the combined acreage of platted lots in a subdivision.
     This area does not include streets or alleys.
  - c. The amount of land required to be dedicated by a subdivider pursuant to this title shall be based on the net area included in the subdivision. The zoning district in which the land is currently zoned shall be a part of the overall requirement determined by the following formula:

Zoning District	Percentage of Net Area of Subdivision When Park Land Is
	Dedicated.
RD 6000	3.9
RD 7200	3.4
RD 9000	3.9

RD 9002	3.9	
RD 14000	1.73	

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- 2. Where a fee is required to be paid in lieu of land dedication, the amount of such fee shall be based upon the fair market value of the amount of land which would otherwise be required to be dedicated pursuant to subsection 1.a of this section. The amount of such fee shall be a sum equal to the fair market value of the amount of land required in accordance with the formula in subsection c of this section. The fees paid to The Town in lieu of land dedication shall be used to improve the park within the ½ mile boundary described in subsection 1.a.
  - a. Fair market value shall be determined prior to approval by The Town Council of the Final Plat in accordance with the following:
    - i. The Town and subdivider may agree as to the fair market value;
    - ii. If the subdivider objects to such an arrangement he or she may, at his or her own expense, obtain an appraisal of the property by a qualified real estate appraiser approved by The Town, which appraisal may be accepted by The Town Council if found reasonable. The Town Council reserves the right to reject the appraisal if it is found to be unreasonable.
- 3. All land and fees received under this title shall be legally transferred to The Town prior to the recording of the Final Plat with the Carbon County Clerk.
  - a. If the developer is paying a fee in lieu of dedicating land determined by this title they may be given a period of 1 year to deposit the funds. This shall be delineated in a development agreement and only done if the developer pledges as collateral, land of equal value to the fee should the developer fail to provide the funds within one year.
  - b. Land being dedicated as a park shall be legally transferred by deed.
- 4. Where it is determined that a greater amount of land than that required in this title is required for parks and open spaces to meet the master plan requirements for that area of The Town; or a school site is required, the Planning Commission after so apprising the appropriate agency, shall so indicate the open space or school site requirements to the subdivider on the approved Preliminary Plat.
  - a. The subdivider at the time of filing the Final Plat with the Planning Commission must offer to sell at a fair market price to The Town or other appropriate public agency within one year immediately following the recording of the Final Plat, any land so designated for school sites or any land designated for park or open space in excess of that required by the provisions of this title.
  - b. If any such proposed public areas or school sites have not been purchased by the appropriate agency within one year after the recording of the Final Plat, such areas may be subdivided into lots and blocks in accordance with the requirements of this title.

### § 17.28.100. Required improvements.

If found to be required by The Town, the owner of any land to be platted as a subdivision shall at his or her own expense, install certain public improvements. This section may also be applicable to the development and or alterations of existing subdivisions. All state, federal and local regulations shall be adhered to in the construction of said improvements. The improvements shall be designed by a licensed engineer in the state of Wyoming and during construction under the inspection of said engineer, or/his or her representative. Utility installation locations shall be decided where the greatest distances from opposing utilities can be achieved. Allowing for safer more convenient future excavation. Where required the following improvements shall be installed;

- 1. Water Supply.
  - The subdivider shall install lines throughout the subdivision in conformance with The Town's adopted master water and sewer plan and the specifications of the Director of Public Works. Main lines shall be installed along a lot line of every lot in the subdivision and shall be run a minimum of ten feet along said frontage of a lot in order for a lot to install a services line to said lot. (see Figure 2 below). The subdivider shall furnish to The Town plans showing the location and size of proposed water lines and fire hydrants and also existing water lines to which a connection is to be made. Information concerning the residual water pressure in the existing mains at the approximate point of connection shall also be furnished. The Public Works Director may require hydraulic modeling to verify the finished system is in compliance with all state federal and local regulations.
    - a. The developer shall install adequately sized services taps from all main water lines to each individual lot in order for lot owners to access The Town's water system. This will be done to eliminate the need of excavation in new asphalt roads constructed in the subdivision. Service lines shall be constructed to the specifications required by The Town of Saratoga at the time of the development.
      - Service lines shall terminate no more than 5 feet from the property line of the lot to be served.
      - An impact fee shall be paid into the water enterprise fund by the developer upon acceptance of the newly constructed sewer

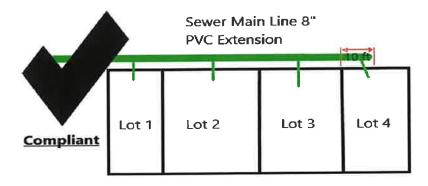


Figure 2, Diagram showing compliant main line extension

### 2. Sewage Disposal.

The subdivider shall connect with The Town sewer system and must provide sewer lines throughout the subdivision in conformance with The Town's adopted master water and sewer plan and specifications of the Public Works Director. Main lines shall be installed along a lot line of every lot in the subdivision and shall be run a minimum of ten feet along said frontage of a lot in order for a lot to install a services line to said lot. (see figure 17.28.100.1.a,iii above).

- a. The developer shall install adequately sized services taps from all main sewer lines to each individual lot in order for lot owners to access The Town's sewer system. This will be done to eliminate the need of excavation in new asphalt roads constructed in the subdivision. Service lines shall be constructed to the specifications required by The Town of Saratoga at the time of the development.
  - Service lines shall terminate no more than 5 feet from the property line of the lot to be served.
  - ii. An impact fee shall be paid into the sewer enterprise fund by the developer upon acceptance of the newly constructed sewer infrastructure by the local government. The fee to be paid will be the current impact fee established by resolution at the time of acceptance of improvements.

### 3. Power.

The subdivider shall be required to install underground power in such a manner that each new lot has direct access from one or more lot lines. This access point shall terminate within 8 feet of said lot line.

### 4. Natural gas.

The subdivider shall install appropriately sized gas lines within the subdivision as determined by the gas supplier. If the gas supplier operating the natural gas system within the community cannot at the time of the development provide enough gas to serve the subdivision the developer shall be required to install the appropriate appurtenances as determined by the supplier should the supply issue be corrected in the future. The gas supply shall be installed in a manner that each new lot has direct access from one or more lot lines. This access point shall terminate within 8 feet of said lot line.

### Fiber Optic

The subdivider shall install underground fiber optic cable in such a manner that each new lot has direct access from one or more lot lines. This access point shall terminate within 8 feet of said lot line.

- 6. Street Grading and Surfacing. All public and private streets and private access rights-of- way within the proposed subdivision shall be graded and surfaced with asphalt pavement in accordance with the Town of Saratoga's street design specifications.
- 7. Curbs and Gutters. Curbs and gutters shall be installed on existing and proposed streets by the subdivider, where in the opinion of the Planning Commission and

designated engineer they will be necessary to remove surface water or for safety or other reasons. Curb and gutters shall be required when the newly proposed subdivision is being created adjacent to an existing subdivision currently containing curb and gutter.

- a. Adjacent means the existing subdivision shares at least one property line 60 ft or greater in length. To be required existing curb must terminate within 300 feet of the lot line that the two subdivisions share.
- b. As it pertains curb and gutter requirements a subdivision shall be considered newly proposed if it meets the following criteria.
  - It is not exempt from the requirements of this title as described in section 17.16,010 "General Procedure" of this Title.
  - It involves the creation of more than 4 new lots. i.e. 6 lots are divided into ten.
- Fire Hydrants. Fire hydrants shall be installed. Such fire hydrants shall be of the type, size, number and installed in such location as determined by The Town.
- Street Lighting. It is the responsibility of the developer to make appropriate arrangements with The Town of Saratoga and the power provider within the community to have an adequate number of streetlights installed within the proposed subdivision.
  - a. At a minimum streetlight(s) shall be installed at the following formula,
    - i. One light at every street intersection
    - One light per cul de sac, if the cul de sac is more than 100 feet from the intersection.
    - All streetlights installed shall be shielded parallel to the ground, be LED and be dark sky compliant.
  - b. As it pertains to Street lighting requirements a subdivision shall be considered newly proposed if it meets the following criteria.
    - i. It is not exempt from the requirements of this title as described in section 17.16.010 "General Procedure" of this Title.
    - ii. It involves the creation of more than 4 new lots, Requires public improvements
- 10. Monuments. The applicant shall place permanent monuments on all boundary lines as required in this title. The monuments shall be placed under the supervision of a registered land surveyor, licensed in the state of Wyoming. All monuments shall be marked and have affixed securely to the top of each monument the initials and the Wyoming Registration Number of the land surveyor responsible for the establishment of such monument. Also affixed shall be sufficient information to identify the monument.
  - All monuments shall be properly set in the ground prior to filing the Final Plat with the Carbon County Clerk.
    - i. The external boundary shall be monumented with monuments of concrete or metal. Where practicable, monuments shall be a minimum of two inches in diameter, twenty-seven inches in length, and marked on top with a securely attached cap.
    - ii. All boundary monuments shall be placed to be not more than one thousand four hundred feet apart in any straight line and at all corners at each end of all curves at the point where a curve changes its radius and at all angle points in any line. Reference monuments or witness corners shall be used where it is not practicable to set a monument at the actual corner location.

### § 17.28.110. Development Assurance(s)

All improvements required in this title shall be guaranteed. All improvements shall be dedicated to The Town, free and clear of all liens and encumbrances on the property and public improvements thus dedicated. No Final Plat will be approved by The Town unless one or more of the methods of assurance set out in this section are provided with the Final Plat and further articulated in the development agreement referenced in this Title. Assurances shall be maintained for a specific period of time necessary to ensure completion of the required improvements within the time period determined by the Town Council, not to exceed two years. Extensions of this period shall be granted only upon timely application by the subdivider to the Town Council and upon consent of the issuer of the assurance and the Town Council.

- 1. Assurance Options
  - a. Performance bond.
    - The applicant may post a performance bond at the time of application for final subdivision approval in an amount estimated by The Town Council as sufficient to secure to The Town the satisfactory construction, installation and dedications of the incomplete portion of required improvements. The performance bond shall also secure all lot improvements on the individual lots of the subdivision as required in these regulations.
      - i. Such performance bond shall comply with all statutory requirements and

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shall be satisfactory to The Town attorney as to form, sufficiency and manner of execution as set forth in these regulations. The period within which required improvements must be competed shall be specified by The Town Council in the resolution approving the final subdivision plat and shall be incorporated in the bond and shall not in any event exceed two years from date of final approval.

- Extensions of this period shall be granted only upon timely application by the subdivider to the Town Council and upon consent of the issuer of the assurance.
- iii. The Town Council may at any time during the period of such bond accept a substitution of principal of sureties on the bond upon recommendation of the Planning Commission.

### b. Escrow account

The subdivider shall deposit cash or collateral readily convertible to cash at face value either with The Town Council or in escrow with a bank. The use of collateral other than cash and the selection of the bank with which funds are to be deposited are subject to the approval of The Town Council. When an escrow account is to be employed, the subdivider shall file with The Town Council his or her agreement with the bank guaranteeing the following:

- That the funds in the escrow account are to be held in trust until released by The Town Council and may not be used or pledged by the subdivider as security for an obligation during that period;
- ii. And that in case the subdivider fails to complete the required improvements, the bank shall immediately make the funds in escrow available to The Town for the completion of these improvements.

### c. Trust agreement.

The subdivider shall place on deposit in a bank or trust company in the name of The Town and approved by The Town attorney in a trust account a sum of money equal to the estimated cost of all site improvements required by this resolution. The cost and time of completion shall be estimated by the designated engineer and approved by The Town. Selection of the trustee shall be executed on the form approved by The Town and approved as to form and legality by The Town attorney. Periodic withdrawal shall be based on progress work estimates and approved by the designated engineer. All such withdrawals shall be approved by the trustee and the governing body.

### d. Special trust agreement.

The developer will establish a trust account for the assignment of funds to be used for subdivision improvements. A title insurance company, bank or any other fiduciary institution approved by The Town shall act as trustee. Funds shall be withheld and impounded from the cash sales of lots in the subdivision to cover improvement costs on a prorated basis. In the event of a sale for part cash, the balance on a deferred basis, a specified monthly sum from the installment will be withheld and impounded. Periodic withdrawals may be made from the trust account for a progressive payment of installation costs with the concurrence of the trustee and the governing body. If the developer completes the improvements as required, the trust funds shall be returned to him or her. If the developer does not complete the improvements, then The Town may direct that the funds in the trust account be transferred to The Town. The Town may require that improvements be installed in stages and that lots be sold in stages. The number of lots involved shall be determined at the discretion of The Town.

### e. Third party trust agreement.

The subdivider may place title to the subdivided property in trust with a third party escrow agency or trust company authorized and licensed to do business in the state. The trust shall include an agreement between the trustee and The Town that title to any lot or parcel within the subdivision shall not be transferred until all improvements required by these regulations have been installed and accepted by The Town, or any particular lot or parcel, with written approval for release to the escrow agency or trust company holding the property in trust. The agreement shall contain special conditions providing for authorization of The Town to abandon and re-subdivide the property should the required improvements fail to be installed in compliance with standard specifications.

### Construction prior to Final Plat recordation.

If the subdivider chooses to construct the required improvements prior to the recording of the Final Plat, he or she shall submit the construction plans to the designated engineer. A certificate by the engineer on the as-built plans stating the construction conforms to the specification and standards contained in or referred to in this title must be presented to the Planning Commission and The Town

### § 17.28.230. Inspection.

General Procedure and Fee. If the designated engineer finds upon inspection that any of the required improvements have not been constructed in accordance with The Town Council's construction standards and specifications, the applicant shall be responsible for completing the improvements.

- 1. Release on Reduction of Improvement Guarantee.
  - a. Certification. Upon completion of these improvements, the designated engineer or other knowledgeable official as specified by the governing body shall file with The Town Council a statement either certifying that the improvements have been completed in the specific manner or listing the defects in those improvements.
- Upon completion of the improvements, the subdivider shall file with The Town Council a statement stipulating the following:
  - a. That all required improvements are complete;
  - That these improvements are in compliance with the minimum standards specified by The Town Council for their construction;
  - That the subdivider knows of no defects from any cause in these improvements.
  - d. And that these improvements are free and clear of any encumbrance lien,
- In addition to the above statement, upon completion of all improvements, the subdivider shall submit to The Town as-built drawings for a permanent record of actual construction.
- 4. If the designated engineer, applicable boards and appropriate Town Department Head(s) have certified that the contracted improvements are complete and free from defect, then upon receipt of the other statements and agreements detailed in this section, The Town shall accept the dedication of those improvements by official resolution of The Town Council. The Town may accept the dedication of any portion of the required improvements; provided, that all statements and agreements specified in this section have been received for that portion of the improvements.

### § 17.28.240. Maintenance.

The applicant shall be required to maintain all improvements on the individual subdivided lots and provide for snow removal on streets and sidewalks, if required, until initial acceptance of the improvements by The Town Council.

### § 17.28.250. Deferral or waiver when.

The Planning Commission may defer or waive at the time of final approval, subject to appropriate conditions, the provision of any or all such improvements as, in its judgment, are not requisite in the interests of the public health, safety and general welfare, or which are inappropriate because of inadequacy or lack of connecting facilities. This waiver shall not constitute a conflict with any section of Title 6 of the Saratoga Town Code.

### § 17.28.260. Building Permits and Certificate of Occupancy Issuance—Completion required.

- Building permits for subdivisions under development shall only be issued for properties that
  have financial assurances in place and a Final Plat recorded at the office of the Carbon County
  Clerk. Subdivisions using the "construction prior to final recording" assurance method are
  not eligible to have building permits issued. Building permit issuance shall adhere to the
  following provisions:
  - The extent of street improvement shall be adequate for vehicular access by the prospective occupancy and by police and fire equipment, prior to the issuance of an occupancy permit.
  - b. No building permit shall be issued for more than 20 percent of lots in a subdivision, until all public improvements required by the Planning Commission for the Final Plat have been fully completed and dedicated to the local government.
  - c. If the calculations arise at an un-whole number for the amount of lots it shall be rounded up to the nearest whole number pertaining to the amount of lots as it pertains to this section.

### 2. Certificate of Occupancy.

The issuance of certificate of occupancy prior to completion of required improvements is highly discouraged. Whenever by reason of the season of the year any improvements required by the subdivision regulations cannot be performed the Zoning Officer may nevertheless issue a certificate of occupancy; provided there is no danger to health, safety or general welfare. The guaranteed assurance shall remain in full force and effect. Issuance of a certificate of occupancy to a property owner does not require The Town to take any specific action upon the developer should the developer fail to comply with the terms of any

development agreement and or this Title.

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a. Prior to any certificate of occupancy the structure shall have adequate access to fully functioning water, sewer, and power. Street improvements at a minimum be surfaced with road base and graded to drain not hindering vehicular access by emergency personnel.

### § 17.28.270. Development Agreement

Prior to the approval of a Final Plat of a subdivision requiring the installations of improvements described in this title; the developer shall engage into a contract concerning all public improvements and assurances required thereto. The contract shall describe in detail the plans, means and methods of construction as well as the assurances for such improvements. Such contract shall impose no additional requirements not contained in this title.

### **CHAPTER 17.32 VARIANCES**

### § 17.32.010. Generally.

Where the Planning Commission finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve variances to these subdivision regulations so that substantial justice may be done and public interest secured, if such variance does not have the effect of nullifying the intent and purpose of these regulations. The Planning Commission shall not approve variances unless it finds based upon the evidence presented to it in each specific case that:

- 1. The granting of the variance will not be detrimental to the public safety, health or welfare or injurious to other property; or
- 2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property; or
- 3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out; or
- The variances will not in any manner vary the provisions of the zoning ordinance, master plan or official map.

### § 17.32.020. Conditions required.

In approving variances, the Planning Commission may require such conditions as will in its judgment secure substantially the objectives of the standards or requirements of these regulations.

### § 17.32.030. Procedures.

A petition for any such variance shall be submitted in writing by the subdivider at the time when the preliminary plat is filed for the consideration of the Planning Commission. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner.

### **SECTION 3: REPEALED**

All other prior Ordinances or Parts Thereof that are in conflict herewith are hereby repealed.

### **SECTION 4: METHODOLOGY**

For purposes of clarifying the amending procedures all code sections are listed in full in the above sections.

### **SECTION 5: SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, or its application to any Person or circumstances is held invalid, the remaining portion of this Ordinance shall remain in full force and effect, and the application of the provision to other persons or circumstances shall not be affected.

SECTION 6: This ordinance shall be in full force and effect upon passage, approval, and publication.

paonouron	18- MARCH - 2025.
PASSED ON FIRST READING or	n theday of <del>November, 20</del> 24.
PASSED ON SECOND READING	G on theday of November 2024.
PASSED, AND ADOPTED OF	N THIRD READING on theday of <del>December, 2024</del>
ATTEST:	APPROVED:
Jenn Anderson, Town Clerk	Chuck Davis, Mayor
(Stamp Town Seal Here)	

### **ORDINANCE 881**

### A REVISION OF ORDINANCE NO. 2.24.020

### AN ORDINANCE OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING REVISING CHAPTER 2.24.020 OF THE TOWN OF SARATOGA MUNICIPAL CODE REGULATING

### THE COMPOSITION OF THE RECREATION 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 2.24 of the Town of Saratoga Municipal Code concerns the Recreation 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 2.24.020 of the Town of Saratoga Municipal Code to amend the Composition and Appointment of the Recreation 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 2.24.020 of the Saratoga Municipal Code shall be amended to read as follows:

**Section 1**: Chapter 2.24.020 of the Saratoga Municipal Code is hereby amended to read as follows: 2.24.020 Composition—Appointment.

The recreation commission shall consist of five (5) voting members appointed by the mayor; shall reside within Carbon County School District No. 2. The Commission shall also consist of three (3) non-voting members, and shall have no authority over the board; these members shall include; The Recreation Director; an employee of the Community Center (as long as the town leases that facility for town use); 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 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. The recreation commission shall be appointed by the mayor with the approval of the town council. (Ord. 711, 2003; Ord. 641, 1999; Ord. 515, 1988; Ord 868 2023; prior code § 15-8)

Section 2. This ordinance shall be in full force and effect from and after its approval, passage and adoption.
PASSED ON FIRST READING THIS 18 day of MARCH, 2025.
PASSED ON SECOND READING THIS day of, 2025.
PASSED, APPROVED AND ADOPTED THIS day of, 2025.
Town of Saratoga, Wyoming
Chuck Davis, Mayor ATTEST:
ATTESTATION
I, Jennifer Anderson, 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.
Jennifer Anderson, Town Clerk