

TOWN COUNCIL REGULAR MEETING FEBRUARY 04, 2025 at 6:00 PM

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

AGENDA

CALL TO ORDER

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

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES

3) Meeting Minutes from January 21, 2025

APPROVAL OF THE BILLS

- 4) Deposits \$119,708.41
- 5) Accounts Payable \$38,416.00
- 6) Transmittals \$24,114.35
- 7) Payroll \$47,518.06

CORRESPONDENCE

- 8) Benson Brothers
- 9) Safe Ride

ITEMS FROM THE PUBLIC

10) Kathy Beck, Rachel Swanson - Suicide Prevention

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

- 11) Ordinance 878 Black Hills Energy Franchise Agreement 3rd Reading
- 12) Wyoming Community Gas Project Designation \$5,983.88

Police Department

Fire Department

13) FIRE CATT Precision Service Testing - Service Test Agreement

Recreation Department

Next meeting is March 3, 2025 at 6:00 PM at the Town Hall Council Chambers

- 14) 2025 Swimming Pool Schedule
- 15) MED-TAC Invoice \$1,769.99 AED

Department of Public Works

- 16) Backhoe Repair/Replacement
- 17) Hot Pool Heater Proposal

REPORTS FROM BOARDS AND COMMISSIONS

Planning Commission

Next meeting is February 11, 2025 at 5:30 PM at the Town Hall Council Chambers

- 18) Letter of Interest Heidi Larsen
- 19) Letter of Interest Tana Davi
- 20) Ordinance 879 Amending Title 2 Planning Commission Term Lengths
- 21) Ordinance 880 Amend Title 17 Subdivisions

Water and Sewer Joint Power Board

Next meeting is February 12, 2025 at 6:00 PM at the PVCC

Community Center Joint Powers Board

Next meeting is February 10, 2025 at 4:30 PM at the PVCC

Recreation Commission

Next meeting is March 3, 2025 at 6:00 PM at the Town Hall Council Chambers

22) Letter of Interest - Cody Burdett

Saratoga Airport Advisory Board

Next meeting is February 10, 2025 at 3:30 PM at the Town Hall Council Chambers

South Central Wyoming Emergency Medical Services Board

Next meeting is February 17, 2025 at 6:00 PM in Hanna

23) Meeting Minutes - December 16, 2024

NEW BUSINESS

EXECUTIVE SESSION

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

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

FURTHER BUSINESS

ADJOURNMENT

THE NEXT TOWN COUNCIL MEETING WILL BE ON TUESDAY, FEBRUARY 18, 2025 AT 6:00 PM.



TOWN COUNCIL REGULAR MEETING JANUARY 21, 2025 at 6:00 PM

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

MINUTES

CALL TO ORDER

Opening Ceremony
 Mayor Chuck Davis called the meeting to order at 6:00 PM.
 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 January 21, 2025 made by Councilman Barkhurst, second by Councilman Cooley. Motion carried.

APPROVAL OF THE MINUTES

3) Meeting Minutes from January 7, 2025 Motion to approve Meeting Minutes from January 7, 2025 made by Councilman Cooley, second by Councilman Oxford. Motion carried.

APPROVAL OF THE BILLS

Motion to approve all financials for January 7, 2025 made by Councilman Barkhurst, second by Councilman Cooley. Motion carried.

- 4) Deposits \$614,389.12
- 5) Accounts Payable \$127,390.23
- 6) Transmittals \$13,179.97
- 7) Payroll \$47,645.04

CORRESPONDENCE

ITEMS FROM THE PUBLIC

COUNCIL COMMENTS

8) 2024 Accomplishments

REPORTS FROM DEPARTMENTS

Town Hall

9) Ordinance 878 - Black Hills Energy Franchise Agreement - 2nd Reading Motion to approve Ordinance 878 - Black Hills Energy Franchise Agreement on the 2nd reading, made by Councilman Cooley, second by Councilman Oxford. Motion carried.

Police Department

Acting Chief Moore reported in the last two weeks there have been, 152 law calls including, 1 K9 deployment with negative findings, 14 Traffic citations and warnings, and 1 warrant arrest.

Fire Department

10) Fire Dept Update

Recreation Department

Next meeting is February 3, 2025 at 6:00 PM at the Town Hall Council Chambers

11) Summer 2025 Swim Lessons

Motion to approve the rates for the 2025 Swim Lesson Rates, made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

Add Rates

Department of Public Works

REPORTS FROM BOARDS AND COMMISSIONS

Planning Commission

Next meeting is February 11, 2025 at 5:30 PM at the Town Hall Council Chambers

Water and Sewer Joint Power Board

Next meeting is February 12, 2025 at 6:00 PM at the PVCC

Community Center Joint Powers Board

Next meeting is February 10, 2025 at 4:30 PM at the PVCC

Recreation Commission

Next meeting is February 3, 2025 at 6:00 PM at the Town Hall Council Chambers

Saratoga Airport Advisory Board

Next meeting is February 10, 2025 at 3:30 PM at the Town Hall Council Chambers

South Central Wyoming Emergency Medical Services Board

Next meeting is February 17, 2025 at 6:00 PM at Riverside Town Hall

12) 2ND QTR Report

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NEW BUSINESS

EXECUTIVE SESSION

FURTHER BUSINESS

ADJOURNMENT

Motion to adjourn meeting at 6:30 PM made by Councilman Cooley, second by second by Councilman Barkhurst. Motion carried.

THE NEXT TOWN COUNCIL MEETING WILL BE ON TUESDAY, FEBRUARY 4, 2025 AT 6:00 PM.

Mayor Chuck Davis
Jenn Anderson, Town Clerk

Cash Requirements Report - Treasurer Due date(s): All-All Check Issue Date: 2/3/2025

Item 5) Feb 03, 2025 01:24PM

Due Date	Discount Lost Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
02/07/2025		7579	A T & T Mobility	2873094755	637.59	.00	.00	637.59			
01/30/2025		7309	American Red Cross - H &	22749745	200.00	.00	.00	200.00			
01/19/2025		1465	Black Diamond Electric Inc.	5361	627.50	.00	.00	627.50			
02/10/2025		3400	Black Hills Energy	12/17/24-1/2	2,594.30	.00	.00	2,594.30			
02/16/2025		7106	Candy Mountain, LLC	0101302	70.00	.00	.00	70.00			
02/15/2025		7400	Capital Business Systems I	7400	.15	.00	.00	.15			
02/27/2025		7400	Capital Business Systems I	1475326	739.33	.00	.00	739.33			
03/01/2025		7400	Capital Business Systems I	1476220	279.13	.00	.00	279.13			
02/15/2025		7346	Capital Business Systems,	38378295	977.54	.00	.00	977.54			
01/28/2025		2040	Cory Oxford	01282025	205.80	.00	.00	205.80			
02/22/2025		4170	Engineering Associates	4501090	1,238.61	.00	.00	1,238.61			
02/22/2025		4170	Engineering Associates	4501096	514.10	.00	.00	514.10			
02/22/2025		4170	Engineering Associates	4501099	736.00	.00	.00	736.00			
02/22/2025		4170	Engineering Associates	4501101	11,894.27	.00	.00	11,894.27			
01/16/2025		7752	Kelsey Kristen Huntoon	01162025	35.91	.00	.00	35.91			
01/31/2025		7698	Kim M. Hemenway	01312025	86.00	.00	.00	86.00			
01/31/2025		7413	Megan James	01312025	244.00	.00	.00	244.00			
03/01/2025		3930	Motorola Solutions, Inc.	8230499024	1,494.48	.00	.00	1,494.48			
01/31/2025		3945	MPM Corp	9152691	650.00	.00	.00	650.00			
02/14/2025		7658	NAPA Auto Parts Saratoga	01312025	4,168.92	.00	.00	4,168.92			
02/14/2025		7658	NAPA Auto Parts Saratoga	01312025-VF	797.95	.00	.00	797.95			
01/31/2025		7148	Norco Inc	0042754923	43.71	.00	.00	43.71			
02/01/2025		7285	Pine Cove Consulting, LLC	23399C	1,170.20	.00	.00	1,170.20			
02/01/2025		7285	Pine Cove Consulting, LLC	23400C	346.57	.00	.00	346.57			
02/26/2025		7708	Pitney Bowes Inc	1026846335	132.79	.00	.00	132.79			
02/10/2025		7522	R.P. Lumber Co, Inc.	01282025	29.69	.00	.00	29.69			
03/01/2025		7402	Rawlins Daily Times	RDT-100893-	188.40	.00	.00	188.40			
02/19/2025		7427	Rocky Mountain Air Solutio	30573553	298.10	.00	.00	298.10			
01/20/2025		7418	Sensaphone Inc.	1456-25	83.40	.00	.00	83.40			
02/28/2025		7585	Shively Hardware Co - VF	013125	3.29	.00	.00	3.29			
02/28/2025		5015	Shively Hardware Co (Tow	01312025	1,435.36	.00	.00	1,435.36			
02/26/2025		5630	Union Telephone Co	70122064-1/	627.00	.00	.00	627.00			
03/08/2025		5630	Union Telephone Co	70001447-1/	235.16	.00	.00	235.16			
03/15/2025		5630	Union Telephone Co	70091365-1/	51.48	.00	.00	51.48			
03/15/2025		5630	Union Telephone Co	70091372-1/	165.10	.00	.00	165.10			
03/15/2025		5630	Union Telephone Co	70091381-1/	110.83	.00	.00	110.83			
03/15/2025		5630	Union Telephone Co	70091416-1/	112.32	.00	.00	112.32			
03/15/2025		5630	Union Telephone Co	70091410-1/	299.62	.00	.00	299.62			
03/15/2025		5630	Union Telephone Co	70091422-1/	79.88	.00	.00	79.88			
02/24/2025		7528	Upper Platte River Solid W	61170	1,154.00	.00	.00	1,154.00			
01/31/2025		6981	Valerie Larscheid	01312025	201.00	.00	.00	201.00			
01/31/2025		5705	Valley Oil Company	8443	1,006.17	.00	.00	1,006.17			
01/16/2025		6165	Wyoming Diesel Service	R48554	899.38	.00	.00	899.38			
02/13/2025		6705	Wyoming Machinery Comp	PO8380547	35.78	.00	.00	35.78			
		6705			408.16			408.16			
02/16/2025			Wyoming Machinery Comp	PO8384103		.00	.00	276.34			
02/21/2025		6705	Wyoming Machinery Comp Wyoming Machinery Comp	PO8390472	276.34	.00	.00				
02/21/2025 02/21/2025		6705 6705		PO8390473	42.41 50.35	.00	.00	42.41 50.35			
		6705		PO8390474	59.35	.00	.00	59.35 534.15			
02/21/2025		6705 6705	Wyoming Machinery Comp Wyoming Machinery Comp	PO8390475	534.15	.00	.00	534.15			
02/21/2025		0700	vvyoning wachinery comp	PO8390476	158.26	.00	.00	158.26			
Grand	Totals:			50	38,379.48	.00	.00	38,379.48			

Cash Requirements Report - Treasurer Due date(s): All-All Check Issue Date: 2/3/2025

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
01/16/2025	935.29	.00	.00	935.29	935.29
01/19/2025	627.50	.00	.00	627.50	1,562.79
01/20/2025	83.40	.00	.00	83.40	1,646.19
01/28/2025	205.80	.00	.00	205.80	1,851.99
01/30/2025	200.00	.00	.00	200.00	2,051.99
01/31/2025	2,230.88	.00	.00	2,230.88	4,282.87
02/01/2025	1,516.77	.00	.00	1,516.77	5,799.64
02/07/2025	637.59	.00	.00	637.59	6,437.23
02/10/2025	2,623.99	.00	.00	2,623.99	9,061.22
02/13/2025	35.78	.00	.00	35.78	9,097.00
02/14/2025	4,966.87	.00	.00	4,966.87	14,063.87
02/15/2025	977.69	.00	.00	977.69	15,041.56
02/16/2025	478.16	.00	.00	478.16	15,519.72
02/19/2025	298.10	.00	.00	298.10	15,817.82
02/21/2025	1,070.51	.00	.00	1,070.51	16,888.33
02/22/2025	14,382.98	.00	.00	14,382.98	31,271.31
02/24/2025	1,154.00	.00	.00	1,154.00	32,425.31
02/26/2025	759.79	.00	.00	759.79	33,185.10
02/27/2025	739.33	.00	.00	739.33	33,924.43
02/28/2025	1,438.65	.00	.00	1,438.65	35,363.08
03/01/2025	1,962.01	.00	.00	1,962.01	37,325.09
03/08/2025	235.16	.00	.00	235.16	37,560.25
03/15/2025	819.23	.00	.00	819.23	38,379.48
Grand	Totals:				
	38,379.48	.00	.00	38,379.48	

Payment Approval Report - Treasurer 2021 Report dates: 1/22/2025-2/4/2025 Page: Item 5)

Feb 03, 2025 01:23 PM

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
AT&T Mobility 7579 AT&	-	287309475560	Acct# 287309475560-PD Cell Phones-J	01/12/2025	637.59	.00		10-421-280	125
Total A T	& T Mobility:				637.59	.00			
	Cross - H & S Svc								
7309 Americ	can Red Cross - H & S Svc	22749745	LTS Facility Fee-0 to 75 Enrollees with	12/31/2024	200.00	.00		10-441-245	125
Total Ame	erican Red Cross - H & S Svc:				200.00	.00			
Black Diamond	d Electric Inc. Diamond Electric Inc.	5361	Repair Lighting / Heaters-4' LED Tube (01/19/2025	627.50	.00		10-442-262	125
1405 Black	Diamond Electric Inc.	5501	Repair Lighting / Heaters-4 LED Tube (01/19/2025				10-442-202	123
Total Blac	ck Diamond Electric Inc.:				627.50	.00			
Black Hills Ene									
3400 Black		12/17/24-1/20/	Acct# 4893 8916 95-Meter# BHE47050	01/21/2025	220.63	.00		10-422-270	125
	Hills Energy	12/17/24-1/20/	Acct# 6102 9457 17-Meter# BHE66466	01/21/2025	275.51	.00		51-531-270	125
	Hills Energy	12/17/24-1/20/	Acct# 6102 9457 17-Meter# BHE66466	01/21/2025	275.50	.00		52-532-270	125
	Hills Energy	12/17/24-1/20/	Acct# 6106 0330 32-Meter# BHE30707	01/21/2025	817.58	.00		10-431-270	125
	Hills Energy	12/17/24-1/20/	Acct# 6113 7275 62-Meter# BHE57941	01/21/2025	633.05	.00		10-422-270	125
	Hills Energy	12/17/24-1/20/	Acct# 7953 7231 14-Meter# SG528271	01/21/2025	186.01	.00		10-411-270	125
3400 Black	Hills Energy	12/17/24-1/20/	Acct# 7953 7231 14-Meter# SG528271	01/21/2025	186.02	.00		10-421-270	125
Total Blac	ck Hills Energy:				2,594.30	.00			
	tions Group LLC								
	ess Solutions Group LLC	16836-2	Freight	12/31/2024	18.26	18.26		51-531-240	125
1595 Busine	ess Solutions Group LLC	16836-2	Freight	12/31/2024	18.26	18.26	01/21/2025	52-532-240	125
Total Busi	iness Solutions Group LLC:				36.52	36.52			
Candy Mountai	•								
•	Mountain, LLC	0101302	5 Gal Purified Water \$10 Each (7), Bottl	01/17/2025	35.00	.00		10-411-240	125
7106 Candy	Mountain, LLC	0101302	5 Gal Purified Water \$10 Each (7), Bottl	01/17/2025	35.00	.00		10-421-240	125

Payment Approval Report - Treasurer 2021 Report dates: 1/22/2025-2/4/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
То	tal Candy Mountain, LLC:				70.00	.00			
Capital I	Business Systems Inc - WY								
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract#15178-0	01/28/2025	61.61	.00		10-411-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-412-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-413-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-421-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-422-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-431-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-441-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-442-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-443-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		10-445-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	61.61	.00		42-533-270	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	30.81	.00		51-531-280	125
7400	Capital Business Systems Inc - WY	1475326	UCS Phone Service Contract# 15178-0	01/28/2025	30.81	.00		52-532-280	125
7400	Capital Business Systems Inc - WY	1476220	Contract# 7986-01-1800 Black & 2700	01/30/2025	279.13	.00		10-421-240	125
7400	Capital Business Systems Inc - WY	7400	Contract# 16436-01-Overage Charge-1	01/16/2025	.03	.00		10-411-240	125
7400	Capital Business Systems Inc - WY	7400	Contract# 16436-01-Overage Charge-1	01/16/2025	.03	.00		10-412-240	125
7400	Capital Business Systems Inc - WY	7400	Contract# 16436-01-Overage Charge-1	01/16/2025	.02	.00		10-413-240	125
7400	Capital Business Systems Inc - WY	7400	Contract# 16436-01-Overage Charge-1	01/16/2025	.03	.00		10-431-240	125
7400	Capital Business Systems Inc - WY	7400	Contract# 16436-01-Overage Charge-1	01/16/2025	.02	.00		51-531-240	125
7400	Capital Business Systems Inc - WY	7400	Contract# 16436-01-Overage Charge-1	01/16/2025	.02	.00		52-532-240	125
То	tal Capital Business Systems Inc - WY:				1,018.61	.00			
Capital I	Business Systems, Inc TX								
	Capital Business Systems, Inc TX	38378295	Cannon Copier Agreement-12/15/24 to	01/21/2025	101.61	.00		10-411-240	125
	Capital Business Systems, Inc TX	38378295	Cannon Copier Agreement-12/15/24 to	01/21/2025	101.61	.00		10-412-240	125
7346	Capital Business Systems, Inc TX	38378295	Cannon Copier Agreement-12/15/24 to	01/21/2025	101.61	.00		10-413-240	125
7346	Capital Business Systems, Inc TX	38378295	Cannon Copier Agreement-12/15/24 to	01/21/2025	469.48	.00		10-421-240	125
7346	Capital Business Systems, Inc TX	38378295	Cannon Copier Agreement-12/15/24 to	01/21/2025	101.61	.00		10-431-240	125
7346	Capital Business Systems, Inc TX	38378295	Cannon Copier Agreement-12/15/24 to	01/21/2025	50.81	.00		51-531-240	125
7346	Capital Business Systems, Inc TX	38378295	Cannon Copier Agreement-12/15/24 to	01/21/2025	50.81	.00		52-532-240	125
То	tal Capital Business Systems, Inc TX:				977.54	.00			
Cory Ox	ford								
2040	Cory Oxford	01282025	Fuel Reimbursement-WAM Training-29	01/28/2025	205.80	.00		10-411-230	125

Payment Approval Report - Treasurer 2021 Report dates: 1/22/2025-2/4/2025

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/endor 	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Co	ory Oxford:				205.80	.00			
Engineering A	Associates								
4170 Engi	neering Associates	4501090	Project# 24419.00-Professional Service	01/23/2025	1,238.61	.00		42-533-720	125
4170 Engi	neering Associates	4501096	Project# 24410.00-Professional Service	01/23/2025	514.10	.00		52-532-650	225
4170 Engi	neering Associates	4501099	Project# 24418.00-Professional Service	01/23/2025	736.00	.00		22-446-250	225
4170 Engi	neering Associates	4501101	Project# 24422.00-Professional Service	01/23/2025	11,894.27	.00		22-446-250	225
Total Er	ngineering Associates:				14,382.98	.00			
Kelsey Kriste		044.00005	Daireburgane and Fan 2 Mande Manchana	04/40/0005	25.04	00		40 444 005	400
7752 Keis	ey Kristen Huntoon	01162025	Reimbursement For 3 Month Members	01/16/2025	35.91	.00		10-441-235	125
Total Ke	elsey Kristen Huntoon:				35.91	.00			
Kim M. Heme		04040005		04/04/0005	22.22	20		10 115 100	400
7698 Kim	M. Hemenway	01312025	Friday Yoga Class Instruction-January 2	01/31/2025	86.00	.00		10-445-483	125
Total Kii	m M. Hemenway:				86.00	.00			
Megan James									
7413 Meg	an James	01312025	Morning Mash Up Class Instruction-Jan	01/31/2025	244.00	.00		10-445-483	125
Total Me	egan James:				244.00	.00			
Motorola Sol	utions, Inc.								
	orola Solutions, Inc.	8230499024	SVC01SVC1405C-3/1/25 to 3/31/25-Pr	01/30/2025	163.97	.00		10-421-320	225
	orola Solutions, Inc.	8230499024	SVC01SVC1424C-3/1/25 to 3/31/25-On	01/30/2025	1,169.89	.00		10-421-320	225
3930 Moto	orola Solutions, Inc.	8230499024	SVC02SVC0661A-3/1/25 to 3/31/25-S	01/30/2025	160.62	.00		10-421-320	225
Total Mo	otorola Solutions, Inc.:				1,494.48	.00			
MPM Corp									
3945 MPM	/I Corp	9152691	Trash Removal For January 2025-Lake	01/31/2025	240.00	.00		10-443-262	225
3945 MPM	/I Corp	9152691	Trash Removal For January 2025-Veter	01/31/2025	80.00	.00		10-444-262	225
3945 MPM	/I Corp	9152691	Trash Removal For January 2025-HP	01/31/2025	80.00	.00		10-442-262	225
3945 MPM	/I Corp	9152691	Trash Removal For January 2025-TH	01/31/2025	17.50	.00		10-411-262	225
3945 MPM	/I Corp	9152691	Trash Removal For January 2025-PD	01/31/2025	17.50	.00		10-421-262	225
3945 MPM	/I Corp	9152691	Trash Removal For January 2025-Kath	01/31/2025	45.00	.00		10-444-262	225

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
3945	MPM Corp	9152691	Trash Removal For January 2025-Stree	01/31/2025	30.00	.00		10-431-262	225
	MPM Corp	9152691	Trash Removal For January 2025-Wate	01/31/2025	30.00	.00		51-531-262	225
	MPM Corp	9152691	Trash Removal For January 2025-Sewe	01/31/2025	30.00	.00		52-532-262	225
	•	9152691	Trash Removal For January 2025-Sewe	01/31/2025	35.00	.00		52-532-262	225
3945	MPM Corp	9152691	Trash Removal For January 2025-Dog	01/31/2025	45.00	.00		10-444-262	225
To	otal MPM Corp:				650.00	.00			
NAPA A	uto Parts Saratoga								
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924316-Brake Parts Cleaner-	01/31/2025	39.16	.00		10-431-240	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924346-Blister Pack Capsules	01/31/2025	25.98	.00		10-431-255	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924377-Connector-1/7/25-Str	01/31/2025	11.49	.00		10-431-248	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924473-Boxed Mini Bulbs-1/8/	01/31/2025	15.90	.00		51-531-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924533-Hyd Hose Fittings (2)-	01/31/2025	94.64	.00		10-431-248	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924541-Hyd Fluid (2)-1/9/25-S	01/31/2025	135.94	.00		10-431-248	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924727-Oil Dry (2)-Windshield	01/31/2025	123.95	.00		10-431-240	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924796-Lamp-Grommet-1/14/	01/31/2025	14.68	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924806-Lamp Gommet-1/14/2	01/31/2025	2.64	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924959-5W30-1/16/25-Water	01/31/2025	3.29	.00		51-531-240	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-924978-Cut off Wheel-1/16/25	01/31/2025	20.99	.00		10-431-240	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925230-Air Filter (2)-Oil Filter	01/31/2025	378.83	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925230-Air Filter (2)-Oil Filter	01/31/2025	126.27	.00		51-531-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925230-Air Filter (2)-Oil Filter	01/31/2025	126.28	.00		52-532-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925368-Fuel Filter-Coolant Filt	01/31/2025	147.27	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925368-Fuel Filter-Coolant Filt	01/31/2025	49.09	.00		51-531-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925368-Fuel Filter-Coolant Filt	01/31/2025	49.09	.00		52-532-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925408-Oil Dry (2)-8MXTXRE	01/31/2025	137.91	.00		10-431-248	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925452-15W40 55 Gal-1/24/2	01/31/2025	432.00	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925452-15W40 55 Gal-1/24/2	01/31/2025	324.00	.00		51-531-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925452-15W40 55 Gal-1/24/2	01/31/2025	324.00	.00		52-532-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925565-Pinch Off Pliers-Grea	01/31/2025	152.87	.00		10-431-240	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925574-Hyd Filter-Oil Filter-1/	01/31/2025	26.28	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925596-Air Filter (2)-Hyd Filter	01/31/2025	294.35	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925597-Mini Light Bar-1/27/25	01/31/2025	539.98	.00		10-431-248	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575925629-Air Filter-Air Sfty-Dexr	01/31/2025	136.20	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925630-Fuel Filter-1/28/25-Str	01/31/2025	18.85	.00		10-431-250	225
7658	NAPA Auto Parts Saratoga	01312025	Inv# 575-925748-Led Econ-1/29/25-Str	01/31/2025	416.99	.00		10-431-248	225
7658	NAPA Auto Parts Saratoga	01312025-VFD	Inv# 575-924204-18 Mo Battery-Core D	01/31/2025	747.96	.00		10-422-255	225
7658	NAPA Auto Parts Saratoga	01312025-VFD	Inv# 575-924242-10A Charger Maintain	01/31/2025	49.99	.00		10-422-255	225

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
To	otal NAPA Auto Parts Saratoga:				4,966.87	.00			
Norco I	nc								
7148	Norco Inc	0042754923	Acct# HO322-Cylinder Rent-January 20	01/31/2025	43.71	.00		10-431-240	225
To	otal Norco Inc:				43.71	.00			
Pine Co	ve Consulting, LLC								
	Pine Cove Consulting, LLC	23399C	Managed Services Agreement-2/25-TH	02/01/2025	315.95	.00		10-411-320	225
7285	Pine Cove Consulting, LLC	23399C	Managed Services Agreement-2/25-PZ	02/01/2025	58.51	.00		10-412-320	225
7285	Pine Cove Consulting, LLC	23399C	Managed Services Agreement-2/25-Co	02/01/2025	58.51	.00		10-413-320	225
	Pine Cove Consulting, LLC	23399C	Managed Services Agreement-2/25-PD	02/01/2025	386.17	.00		10-421-320	225
7285	Pine Cove Consulting, LLC	23399C	Managed Services Agreement-2/25-HP	02/01/2025	58.51	.00		10-442-320	225
7285	Pine Cove Consulting, LLC	23399C	Managed Services Agreement-2/25-Re	02/01/2025	58.51	.00		10-445-320	225
7285	Pine Cove Consulting, LLC	23399C	Managed Services Agreement-2/25-Wa	02/01/2025	117.02	.00		51-531-320	225
7285	Pine Cove Consulting, LLC	23399C	Managed Services Agreement-2/25-Se	02/01/2025	117.02	.00		52-532-320	225
7285	Pine Cove Consulting, LLC	23400C	Office 365-Pax Business Standard Mon	02/01/2025	93.56	.00		10-411-320	225
7285	Pine Cove Consulting, LLC	23400C	Office 365-Pax Business Standard Mon	02/01/2025	17.33	.00		10-412-320	225
7285	Pine Cove Consulting, LLC	23400C	Office 365-Pax Business Standard Mon	02/01/2025	17.33	.00		10-413-320	225
7285	Pine Cove Consulting, LLC	23400C	Office 365-Pax Business Standard Mon	02/01/2025	114.37	.00		10-421-320	225
	Pine Cove Consulting, LLC	23400C	Office 365-Pax Business Standard Mon	02/01/2025	17.33	.00		10-442-320	225
	Pine Cove Consulting, LLC	23400C	Office 365-Pax Business Standard Mon	02/01/2025	17.33	.00		10-445-320	225
7285	Pine Cove Consulting, LLC	23400C	Office 365-Pax Business Standard Mon	02/01/2025	34.66	.00		51-531-320	225
7285	Pine Cove Consulting, LLC	23400C	Office 365-Pax Business Standard Mon	02/01/2025	34.66	.00		52-532-320	225
To	otal Pine Cove Consulting, LLC:				1,516.77	.00			
Pitney E	Bowes Inc								
7708	Pitney Bowes Inc	1026846335	Acct# 0010494583-DM300/400C Red I	01/27/2025	19.99	.00		10-411-240	225
7708	Pitney Bowes Inc	1026846335	Acct# 0010494583-DM300/400C Red I	01/27/2025	19.99	.00		10-412-240	225
7708	Pitney Bowes Inc	1026846335	Acct# 0010494583-DM300/400C Red I	01/27/2025	13.33	.00		10-413-240	225
7708	Pitney Bowes Inc	1026846335	Acct# 0010494583-DM300/400C Red I	01/27/2025	6.47	.00		10-421-240	225
7708	Pitney Bowes Inc	1026846335	Acct# 0010494583-DM300/400C Red I	01/27/2025	6.47	.00		10-431-240	225
7708	Pitney Bowes Inc	1026846335	Acct# 0010494583-DM300/400C Red I	01/27/2025	33.27	.00		51-531-240	225
7708	Pitney Bowes Inc	1026846335	Acct# 0010494583-DM300/400C Red I	01/27/2025	33.27	.00		52-532-240	225
To	otal Pitney Bowes Inc:				132.79	.00			

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		Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
R.P. Lumber Co 7522 R.P. Lu	•	01282025	Inv# 3294104-Adhesive Const Hvy-Dut	01/28/2025	29.69	.00		10-445-486	125
Total R.P.	Lumber Co, Inc.:				29.69	.00			
Rawlins Daily T									
7402 Rawlin	s Daily Times	RDT-100893-3/	Year Subscription-3/1/25-TH	01/29/2025	188.40	.00		10-411-245	125
Total Raw	lins Daily Times:				188.40	.00			
-	n Air Solutions	00570550	OL 0.5 OL Dantal Basical 40/04/04 to 41	04/00/0005	440.05	00		54 504 044	405
•	Mountain Air Solutions	30573553 30573553	CL-2.5-CL-Rental Period 12/21/24 to 1/ CL-2.5-CL-Rental Period 12/21/24 to 1/	01/20/2025 01/20/2025	149.05 149.05	.00 .00		51-531-241 52-532-241	125 125
7427 Rocky	Mountain Air Solutions	30573553	CL-2.5-CL-Rental Period 12/21/24 to 1/	01/20/2025	149.05	.00		52-532-241	123
Total Rock	ky Mountain Air Solutions:				298.10	.00			
Sensaphone Inc									
7418 Sensar	phone Inc.	1456-25	Cust# 32230-Sentinel Annual Ethernet	01/20/2025	83.40	.00		51-531-245	125
Total Sens	saphone Inc.:				83.40	.00			
Shively Hardwa				0.4/0.4/0.00		•		40 400 000	
7585 Shively	/ Hardware Co - VFD	013125	Inv# 112029-Misc Building Supplies-1/3	01/31/2025	3.29	.00		10-422-262	225
Total Shiv	ely Hardware Co - VFD:				3.29	.00			
Shively Hardwa	are Co (Town# 28210)								
,	/ Hardware Co (Town# 28210)	01312025	Inv# 111980-5000pk Staples-1/2/25-Re	01/31/2025	5.99	.00		10-445-240	225
-	/ Hardware Co (Town# 28210)	01312025	Inv# 111993-Space Heater-1/2/25-TH	01/31/2025	52.99	.00		10-411-240	225
•	/ Hardware Co (Town# 28210)	01312025	Inv# 112080-18V Imp Driver Kit-1/6/25-	01/31/2025	150.00	.00		52-532-242	225
•	/ Hardware Co (Town# 28210)	01312025	Inv# 112085-18V Hamm / Drill Kit-1/6/2	01/31/2025	205.00	.00		52-532-242	225
•	/ Hardware Co (Town# 28210)	01312025	Inv# 112181-Work Gloves (2)-1/7/25-Str	01/31/2025	38.98	.00		10-431-245	225
•	/ Hardware Co (Town# 28210)	01312025	Inv# 112192-Work Gloves-1/8/25-Sewe	01/31/2025	9.99	.00		52-532-500	225
•	/ Hardware Co (Town# 28210)	01312025	Inv# 112202-Gal Blk Enamel-12oz Blk	01/31/2025	65.76	.00		10-443-262	225
,	/ Hardware Co (Town# 28210)	01312025	Inv# IC35521-Tire Repair-1/8/25-Street	01/31/2025	72.15	.00		10-431-250	225
•	/ Hardware Co (Town# 28210)	01312025	Inv# 112333-12oz Blk Enamel-1/10/25-	01/31/2025	7.79	.00		10-443-262	225
	/ Hardware Co (Town# 28210)	01312025 01312025	Inv# 112414-Snow Shovel-1/13/25-Sew	01/31/2025 01/31/2025	20.99	.00 .00		52-532-242 10-444-262	225 225
-	/ Hardware Co (Town# 28210)	01312025	Inv# 112423-Dead Bolt-Dawn-1/13/25-P Inv# 112438-Duplicate Key-1/13/25-Par	01/31/2025	45.48 8.76	.00		10-444-262	225
•	/ Hardware Co (Town# 28210) / Hardware Co (Town# 28210)	01312025	Inv# 112438-Duplicate Rey-1/13/25-Par Inv# 112490-Grab Hook-1/14/25-Street	01/31/2025	8.76 27.98	.00		10-444-262	225

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# IC35679-Bolts-1/15/25-Streets	01/31/2025	73.20	.00		10-431-248	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112586-Storage Tote-1/16/25-Stre	01/31/2025	14.99	.00		10-431-248	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112624-PVP Pipe-Tee-1/17/25-SP	01/31/2025	32.55	.00		10-441-262	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112738-Gloves-1/21/25-Rec	01/31/2025	9.99	.00		10-445-240	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112744-Storage Tote-1/21/25-Stre	01/31/2025	14.99	.00		10-431-248	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112752-Water-1/21/25-TH	01/31/2025	5.29	.00		10-411-240	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112770-Forks-1/21/25-Streets	01/31/2025	6.49	.00		10-431-240	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# IC35705-Trailer Tires-1/21/25-Stre	01/31/2025	184.66	.00		10-431-250	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112815-Primer-Pipe Cement-Male	01/31/2025	43.21	.00		10-441-262	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112817-Digi Heater-1/22/25-PD	01/31/2025	169.98	.00		10-421-262	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112896-Phillips Bit-Bit Holder-1/24/	01/31/2025	12.94	.00		10-431-242	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 112898-Clorox-Toil Bowl Cleaner-1	01/31/2025	15.27	.00		10-431-240	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 113100-Male Connector-1/29/25-H	01/31/2025	43.00	.00		10-442-262	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 113140-24V Heat Thermostat-1/29	01/31/2025	32.99	.00		10-444-262	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 113156-9V Battery-No Smoking Si	01/31/2025	26.96	.00		10-444-240	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 113164-Plumbing Fittings-1/30/25-	01/31/2025	3.00	.00		10-442-262	225
5015	Shively Hardware Co (Town# 28210)	01312025	Inv# 113041-Utility Heater-1/28/25-Wat	01/31/2025	33.99	.00		51-531-240	225
To	otal Shively Hardware Co (Town# 28210):				1,435.36	.00			
Union T	elephone Co								
5630	Union Telephone Co	70001447-1/17	Acct# 70001447-TH Cells-1/17/25	01/17/2025	39.98	.00		10-411-280	125
5630	Union Telephone Co	70001447-1/17	Acct# 70001447-PZ Cells-1/17/25	01/17/2025	30.57	.00		10-412-280	125
5630	Union Telephone Co	70001447-1/17	Acct# 70001447-Streets Cells-1/17/25	01/17/2025	63.49	.00		10-431-280	125
5630	Union Telephone Co	70001447-1/17	Acct# 70001447-Rec Cells-1/17/25	01/17/2025	39.98	.00		10-445-280	125
5630	Union Telephone Co	70001447-1/17	Acct# 70001447-Water Cells-1/17/25	01/17/2025	30.57	.00		51-531-280	125
5630	Union Telephone Co	70001447-1/17	Acct# 70001447-Sewer Cells-1/17/25	01/17/2025	30.57	.00		52-532-280	125
5630	Union Telephone Co	70091365-1/24	Acct# 70091365-VFD Landline-1/24/25	01/24/2025	51.48	.00		10-422-280	225
5630	Union Telephone Co	70091372-1/24	Acct# 70091372-Airport Landline-NAVA	01/24/2025	165.10	.00		42-533-270	225
5630	Union Telephone Co	70091381-1/24	Acct# 70091381-Streets Landline-1/24/	01/24/2025	18.84	.00		10-431-280	225
5630	Union Telephone Co	70091381-1/24	Acct# 70091381-Lake Landline-1/24/25	01/24/2025	18.85	.00		10-443-280	225
5630	Union Telephone Co	70091381-1/24	Acct# 70091381-Water Landline-1/24/2	01/24/2025	36.57	.00		51-531-280	225
5630	Union Telephone Co	70091381-1/24	Acct# 70091381-Sewer Landline-1/24/2	01/24/2025	36.57	.00		52-532-280	225
5630	Union Telephone Co	70091416-1/24	Acct# 70091416-TH-1/24/25	01/24/2025	89.86	.00		10-411-280	225
5630	Union Telephone Co	70091416-1/24	Acct# 70091416-Court-1/24/25	01/24/2025	22.46	.00		10-413-280	225
5630	Union Telephone Co	70091422-1/24	Acct# 70091422-PD Landline-DSL-1/24	01/24/2025	299.62	.00		10-421-280	225
5630	Union Telephone Co	70092204-1/24	Acct# 70092204-Rec Landline-DSL-1/2	01/24/2025	79.88	.00		10-445-280	225
5630	Union Telephone Co	70122064-1/17	Acct# 70122064-PD Landline-DSL-1/17	01/17/2025	627.00	.00		10-421-225	125

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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 Ur	nion Telephone Co:				1,681.39	.00			
Upper Platte	River Solid Waste Disposal								
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-Lake	01/25/2025	142.00	.00		10-443-262	125
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-Kathy	01/25/2025	38.00	.00		10-444-262	125
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-Vetera	01/25/2025	245.00	.00		10-444-262	125
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-Hot P	01/25/2025	408.00	.00		10-444-262	125
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-TH	01/25/2025	19.00	.00		10-411-262	125
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-PD	01/25/2025	19.00	.00		10-421-262	125
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-Shop	01/25/2025	122.50	.00		10-431-262	125
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-Water	01/25/2025	122.50	.00		51-531-262	125
7528 Upp	er Platte River Solid Waste Disposa	61170	Waste Disposal-December 2024-Sewer	01/25/2025	38.00	.00		52-532-262	125
Total Up	pper Platte River Solid Waste Disposa	al:			1,154.00	.00			
Valerie Larsc	cheid								
6981 Vale	erie Larscheid	01312025	Indoor Cycling Class Instruction-Januar	01/31/2025	201.00	.00		10-445-483	125
Total Va	alerie Larscheid:				201.00	.00			
Valley Oil Co	mpany								
5705 Valle	ey Oil Company	8443	Card# 202-26.8930 Gal-January 2025	01/31/2025	43.42	.00		51-531-256	225
5705 Valle	ey Oil Company	8443	Card# 202-26.8930 Gal-January 2025	01/31/2025	43.42	.00		52-532-256	225
5705 Valle	ey Oil Company	8443	Card# 1130-16.0360 Gal-January 2025	01/31/2025	64.93	.00		10-421-256	225
5705 Valle	ey Oil Company	8443	Card# 2038-87.0010 Gal-January 2025	01/31/2025	352.27	.00		10-421-256	225
5705 Valle	ey Oil Company	8443	Card# 2040-124.0110 Gal-January 202	01/31/2025	502.13	.00		10-421-256	225
Total Va	alley Oil Company:				1,006.17	.00			
Wyoming Die	esel Service								
6165 Wyo	oming Diesel Service	R48554	1995 Int 4900-VIN# SH699863-Ign Swt	01/16/2025	539.62	.00		10-431-250	125
6165 Wyo	oming Diesel Service	R48554	1995 Int 4900-VIN# SH699863-Ign Swt	01/16/2025	179.88	.00		51-531-250	125
6165 Wyo	oming Diesel Service	R48554	1995 Int 4900-VIN# SH699863-Ign Swt	01/16/2025	179.88	.00		52-532-250	125
Total W	/yoming Diesel Service:				899.38	.00			
Wyoming Ma	achinery Company								
6705 Wyo	oming Machinery Company	PO8380547	Cat Coolant Elc-Streets	01/14/2025	35.78	.00		10-431-240	125
6705 Wyo	oming Machinery Company	PO8384103	Lamp GP Basi-Streets	01/16/2025	244.89	.00		10-431-250	125

Payment Approval Report - Treasurer 2021 Report dates: 1/22/2025-2/4/2025

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
6705	Wyoming Machinery Company	PO8384103	Lamp GP Basi-Water	01/16/2025	81.64	.00		51-531-250	125
6705	Wyoming Machinery Company	PO8384103	Lamp GP Basi-Sewer	01/16/2025	81.63	.00		52-532-250	125
6705	Wyoming Machinery Company	PO8390472	Filter-Main Element-Filter Lube-Filter Ai	01/22/2025	138.17	.00		10-431-250	225
6705	Wyoming Machinery Company	PO8390472	Filter-Main Element-Filter Lube-Filter Ai	01/22/2025	69.09	.00		51-531-250	225
6705	Wyoming Machinery Company	PO8390472	Filter-Main Element-Filter Lube-Filter Ai	01/22/2025	69.08	.00		52-532-250	225
6705	Wyoming Machinery Company	PO8390473	Filter Oil-Element-1/22/25-Streets	01/22/2025	21.21	.00		10-431-250	225
6705	Wyoming Machinery Company	PO8390473	Filter Oil-Element-1/22/25-Water	01/22/2025	10.60	.00		51-531-250	225
6705	Wyoming Machinery Company	PO8390473	Filter Oil-Element-1/22/25-Sewer	01/22/2025	10.60	.00		52-532-250	225
6705	Wyoming Machinery Company	PO8390474	Elements-1/22/25-Streets	01/22/2025	29.68	.00		10-431-250	225
6705	Wyoming Machinery Company	PO8390474	Elements-1/22/25-Water	01/22/2025	14.83	.00		51-531-250	225
6705	Wyoming Machinery Company	PO8390474	Elements-1/22/25-Sewer	01/22/2025	14.84	.00		52-532-250	225
6705	Wyoming Machinery Company	PO8390475	Primary Ele-Secondary Ele-Gasket-Filt	01/22/2025	267.08	.00		10-431-250	225
6705	Wyoming Machinery Company	PO8390475	Primary Ele-Secondary Ele-Gasket-Filt	01/22/2025	133.53	.00		51-531-250	225
6705	Wyoming Machinery Company	PO8390475	Primary Ele-Secondary Ele-Gasket-Filt	01/22/2025	133.54	.00		52-532-250	225
6705	Wyoming Machinery Company	PO8390476	Connection A-1/22/25-Streets	01/22/2025	79.13	.00		10-431-250	225
6705	Wyoming Machinery Company	PO8390476	Connection A-1/22/25-Water	01/22/2025	39.56	.00		51-531-250	225
6705	Wyoming Machinery Company	PO8390476	Connection A-1/22/25-Sewer	01/22/2025	39.57	.00		52-532-250	225
To	otal Wyoming Machinery Company:				1,514.45	.00			
G	rand Totals:				38,416.00	36.52			

Item 5) Payment Approval Report - Treasurer 2021 TOWN OF SARATOGA Page: Report dates: 1/22/2025-2/4/2025 Feb 03, 2025 01:23 PM GL Acct No GL Period Vendor Vendor Name Invoice Number Description Invoice Date Net Amount Paid Date Paid Invoice Amount City Council: City Recorder: _

Report Criteria: Detail report.

Invoices with totals above \$0.00 included. Paid and unpaid invoices included.

TOWN OF SARATOGA				Transmittal Register - COUNCIL Pay Period Dates: 1/13/2025 to 1/26/2025		Page: 1 Jan 28, 2025 03:11PM
Report Criteria: Paid transmittals included						
Transmittal Number Name	Check	Pay Per Date	Pay Code	Description	GL Account	Amount
53609 3 GREAT-WEST TRUST CO 3 GREAT-WEST TRUST CO	53609	01/26/2025	55-01 55-02	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 1/26/2025 457 CONTRIBUTION Deferred Comp - Roth Pay Period: 1/26/2025	10-212500 10-212500	240.00
Total 53609:						420,00
12820261 1 EFTPS -TAXES	12820251 12820251 12820251 12820251	01/26/2025 01/26/2025 01/26/2025 01/26/2025	74-00 74-00 75-00 75-00 76-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 1/26/2025 FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 1/26/2025 FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 1/26/2025 FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 1/26/2025 FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period: 1/26/	10-212100 10-212100 10-212100 10-212200	3,632.41 3,632.41 849.53 849.53 3,871.69
Total 12820251:						12,835.57
12820252 11 AFLAC BENEFIT SERVIC 11 AFLAC BENEFIT SERVIC	12820252 12820252	01/26/2025	71-01	AFLAC monthly ins premium AFLAC Services/after tax Pay Period: 1/26/2025 AFLAC monthly ins premium AFLAC Benefit Services Pay Period: 1/26/2025 1	10-212500 10-212500	76.62 269.70
Total 12820252:						346,32
2 WYOMING RETIREMENT	12820253 12820253 12820253 12820253	01/26/2025 01/26/2025 01/26/2025 01/26/2025	51-01 51-01 51-02 51-02	WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 1/26/2025 1 WYOMING RETIREMENT PAYMENT Police Retirement Pay Period: 1/26/2025 1 WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 1/26/2025 WYOMING RETIREMENT PAYMENT Reg Retirement Pay Period: 1/26/2025 1	10-212300 10-212300 10-212300 10-212300	828.16 4,013.43 1,120,77 4,550.11
Total 12820253: Grand Totals:						10,512.46

Check Register - NAMELESS
Pay Period Dates: 01/13/2025 - 01/26/2025

Jan 28, 2025 3:06PM

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	GLAccount	Amount
01/26/2025	PC	01/30/2025	53608	285		01-112700	78.15-
01/26/2025		01/30/2025	1302025	46		01-112700	1,811.85-
01/26/2025		01/30/2025	1302025	48		01-112700	2,749.83-
01/26/2025		01/30/2025	1302025	49		01-112700	2,721.14-
01/26/2025		01/30/2025	1302025	78		01-112700	1,375,72-
01/26/2025	PC	01/30/2025	1302025	111		01-112700	2,296.24-
01/26/2025	PC	01/30/2025	1302025	134		01-112700	1,837.71-
01/26/2025	PC	01/30/2025	1302025	58		01-112700	8.47-
01/26/2025	PC	01/30/2025	1302025	112		01-112700	1,963.72-
01/26/2025	PC	01/30/2025	1302025	40		01-112700	1,881.04-
01/26/2025	PC	01/30/2025	1302026	88		01-112700	1,411.27-
01/26/2025	PC	01/30/2025	1302026	201		01-112700	219.20-
01/26/2025	PC	01/30/2025	1302026	216		01-112700	287.70-
01/26/2025	PC	01/30/2025	1302026	217		01-112700	287.70-
01/26/2025	PC	01/30/2025	1302026	226		01-112700	2,309.63-
01/26/2025	PC	01/30/2025	1302026	229		01-112700	56.54-
01/26/2025	PC	01/30/2025	1302026	245		01-112700	2,522.67-
01/26/2025	PC	01/30/2025	1302026	247		01-112700	1,605.27-
01/26/2025	PC	01/30/2025	1302026	264		01-112700	3,043.74-
01/26/2025	PC	01/30/2025	1302026	235		01-112700	1,775.18-
01/26/2025	PC	01/30/2025	1302027	202		01-112700	68 16-
01/26/2025	PC	01/30/2025	1302027	261		01-112700	33.98-
01/26/2025	PC	01/30/2025	1302027	268		01-112700	38.78-
01/26/2025	PC	01/30/2025	1302027	272		01-112700	3,048.98-
01/26/2025	PC	01/30/2025	1302027	273		01-112700	2,990.66-
01/26/2025	PC	01/30/2025	1302027	274		01-112700	91.48-
01/26/2025	PC	01/30/2025	1302027	276		01-112700	1,457,81-
01/26/2025	PC	01/30/2025	1302027	277		01-112700	1,461.00-
01/26/2025	PC	01/30/2025	1302027	280		01-112700	1,115.05-
01/26/2025	PC	01/30/2025	1302027	283		01-112700	1,339.58-
01/26/2025	PC	01/30/2025	1302028	284		01-112700	1,839,16-
01/26/2025	PC	01/30/2025	1302028	263		01-112700	1,499.52-
01/26/2025	PC	01/30/2025	1302028	227		01-112700	1,416.18-
01/26/2025	PC	01/30/2025	1302028	286		01-112700	72.03-
01/26/2025	PC	01/30/2025	1302028	288		01-112700	802.92-
01/26/2025	CDPT	01/28/2025	1231202			10-158000	
Grand	Totals:						47,518.06-
			36				

SAND, GRAVEL, DECORATIVE ROCK, CULVERT EQUIPMENT SALES & RENTALS

DWIGHT Benson

DWIGHT BENSON

It has been a pleasure serving you, and we want you to know we appreciate your business. We will always do everything possible to merit the confidence you have placed in us.

Thank you.

The I Share I shar

Good Afternoon, November 4th, 2024

I am writing to you, City Council, in regard to proposing a plan / solution for a safety ride program in the city of Saratoga, WY & Carbon County, to reduce the number of driving accidents related to driving under the influence, and DUI violations, and to promote public saftey in Carbon County, and the town of Saratoga.

As you are aware, there is not a Taxi or Uber available in the town of Saratoga.

I very unfortunately recently, was arrested for a first DUI, and wish, with everything in me, that night had never happened. I am aware of my limits, and would have called a taxi or uber. That night, in a moment of wanting to get home, I drove, and I found myself on an unfamiliar road. I looked down at my maps to see where I was, and in that moment I veered off the road, hitting two fence posts, and my car ended up in an irrigation ditch. I was able to get out of the car, and I was physically unharmed. God was absolutely looking out for me that night. I called in for help. I thank God to the end of the earth no one was hurt.

Since this has occurred, I have reached out to the City of Sheridan, to advocate for safety for the city of Saratoga and Carbon County. Sheridan has a safe rides program in place. I spoke with Sarah Benevidez, in regard to how they structure their safety ride program, and thought it would be a beneficial outline for Saratoga to copy, to help keep the roads & public at a higher level of safety, and to reduce the number of accidents as well as DUI's for Carbon County.

Here is how they have established their Safety Ride program:

The city of Sheridan safety ride program is fully funded by the Liquor Dealer.

The city was able to have Bars and Resturants with a liquor license get on board, offering a driving service that provides patrons a safe way to get home, should there be a situation where a patron should not be driving.

The Bar or Restuarant purchases a a ticket book of \$350, with 25 tickets in each booklet. The book of tickets has a carbon copy, so that the establishment keeps one copy of the ticket, and the taxi or uber driver keeps one copy of the ticket, and submits an invoice to the city at the end of the month, and then are paid for the number of rides they give.

The Patron is charged \$5 for the ticket, or given out / given to for free.

The Taxi driver charges \$12 per ride, and that is what they are paid by the city for completing the safe ride home. They charge an additional dollar, or whichever amount would be agreed upon for a longer distance.

The city gains a small amount financially, and the bars and restaruants gain in knowing that they are promoting public safety, and reducing accidents and DUI's.

Thank you for considering this request as a potential solution to reduce the number of DUI cases in the City of Saratoga, and to promote safety for the community.





Prevention Services of Carbon County Public Health

The Carbon County Prevention Network is dedicated to fostering healthy and thriving communities within Carbon County through a comprehensive range of prevention services. Our primary focus areas include suicide prevention, underage drinking prevention, and addiction support, particularly in the realms of substance use and gambling. We are committed to promoting responsible alcohol consumption and providing effective tobacco and vaping cessation programs. By addressing these critical issues, we aim to create a supportive environment that empowers individuals to make positive choices and enhances the overall well-being of our community.

/hy Attend?

Voice Your Concerns: This is your opportunity to express what prevention topics you believe should be prioritized in our community.

Learn About Prevention Efforts: Get insights into the planned initiatives and how they aim to make a difference in our community.

Collaborate and Connect: Meet like-minded individuals who are passionate about making a positive impact in Carbon County.

Who Should Attend? Educators, students, parents, community leaders, and all residents of Carbon County who are interested in contributing to a safer and healthier community.

Find out more at https://carboncountypublichealth.org/prevention/

Monthly Meetings are the second Monday of the month (in person: January, March, May, July, September, November; alternating months are virtual:

- Rawlins-Carbon County Higher Ed 12-2 p.m.
- Saratoga-Community Center 5:30-6:30 p.m.

If you'd like to know more about how you can help with prevention initiatives, please contact Carbon County's Director, Rachel Swanson at 307.329.3172 (email: Rachelam1999@gmail.com) or Kathy Beck at 307.248.2302 (email: kathyabeck1970@gmail.com)



SOURCES OF STRENGTH



SOURCES OF STRENGTH IS...

"A best practice youth suicide prevention project designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing suicide, bullying, and substance abuse. The mission of Sources of Strength is to prevent suicide by increasing help seeking behaviors and promoting connections between peers and caring adults. Sources of Strength moves beyond a singular focus on risk factors by utilizing an upstream approach for youth suicide prevention. This upstream model strengthens multiple sources of support (protective factors) around young individuals so that when times get hard they have strengths to rely on." (https://sourcesofstrength.org/)

Carbon County is looking for businesses & community organizations (church youth groups, extra-curricular programs, volunteer organizations) interested in being Mentors for our local youth.

For details, contact Carbon County's Director, Rachel Swanson at 307.329.3172 (email: Rachelam1999@gmail.com) or Kathy Beck at 307.248.2302 (email: kathyabeck1970@gmail.com)

ORDINANCE NO. 878

AN ORDINANCE GRANTING TO BLACK HILLS WYOMING GAS, LLC d/b/a BLACK HILLS ENERGY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM, INCLUDING MAINS, PIPES, CONDUITS, SERVICES AND OTHER STRUCTURES, IN, UNDER, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES WITHIN THE PRESENT AND FUTURE CORPORATE LIMITS OF THE TOWN OF SARATOGA, WYOMING FOR THE FURNISHING, TRANSMISSION, DISTRIBUTION AND SALE OF GAS WHETHER ARTIFICIAL, NATURAL, MIXED OR OTHERWISE FOR LIGHTING, HEATING, DOMESTIC, INDUSTRIAL AND OTHER USES IN SAID CITY, LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE, AND REPEALING ORDINANCE NO. 733.

SECTION 1. DEFINITION OF TERMS

- 1.1 <u>Terms.</u> For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:
 - a) "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee:
 - b) "Gas Utility Service" means the receipt of natural gas from a transporting pipeline at any receipt point and/or distribution of Customers of natural gas service.
 - c) "Gas Utility System" or "System" means, the facility consisting of a set of transportation and distribution pipelines and control equipment or other equipment that is used to permit Grantee to provide Gas Utility Service to Customers in Town. The term includes the Gas Utility System as a whole, or any part of the Gas Utility System, including but not limited to any electronic devices, pipelines, valves, anchors, wires, cable, conduit, vaults, gas compressors, meters, laterals, manholes and other appliance fixtures and property necessary and pertinent to the operation of the Gas Utility System.
 - d) "Town" shall mean the Town of Saratoga, Wyoming, or the lawful successor, transferee, or assignee thereof.
 - e) "Franchise" shall mean this document, all exhibits thereto, all matters incorporated by reference and all amendments thereto, issued by the Town, which collectively authorize construction, operation and

- maintenance of the Gas Utility System for the purpose of offering Gas Utility Service to Customers.
- f) "Grantee means Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy or the lawful successor, transferee, or assignee thereof.
- g) "Gas" means any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state, consisting essentially of methane.
- h) "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.
- i) "Public Service Commission (PSC)" means the public service commission of Wyoming, created and established by Wyoming State statute to regulate and supervise public utilities within the state.
- "Public Ways" shall mean the surface of, and the space above and below, any public street, highway, bridge, alley, sidewalk, parkway, or other public right-of-way, including, but not limited to public easement, dedicated strip, or public right-of-way now or hereafter held by the Town and dedicated for compatible uses that, within its proper use and meaning, and consistent with the terms, conditions and provisions pursuant to which the same was created or dedicated, properly is used by Grantee for the purpose of installing, maintaining and operating the Gas Utility System.
- k) "Service Area" means the present municipal boundaries of the Town and shall include any future additions thereto by annexation or other legal means.
- 1) "Therms" shall mean one hundred thousand (100,000) British thermal units.
- m) "Customer" means a person or user of the Gas Utility System who lawfully receives Gas Utility Service therefrom.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant In consideration of the benefits to be derived by the Town and the public thereof from the construction and operation of a gas transmission and distribution system the Town hereby grants a non-exclusive franchise to Grantee which authorizes the right, permission and authority to construct, maintain and operate a gas distribution system within the Service Area and for said purpose there are hereby further granted to Grantee the right, permission and authority to lay, install, construct, maintain and operate in, under, upon, over, across and along all of the public ways within the Service Area all mains, pipes, services, conduits and structures necessary or convenient for the furnishing, distribution and sale of gas whether artificial, natural, mixed or otherwise for lighting, heating, domestic,

commercial, industrial and other uses, and for transmitting such gas into, through or beyond the limits of said Town to other towns, cities and Customers.

- a) Any other use of Gas Utility System requires written authorization of the Town and amendment of this Franchise.
- **Term.** The Franchise granted pursuant to this Ordinance shall be an initial term of twenty-five (25) years from the effective date of the Franchise as set forth in Section 2.3, unless otherwise lawfully terminated in accordance with the terms of this Franchise; provided, however, the Town reserves the right at the end of each ten (10 year period from and after the effective date of the Franchise, to renegotiate the provisions of this ordinance with the Grantee, its successors or assigns.
- 2.3 Acceptance: Effective Date. Grantee shall accept the Franchise granted pursuant hereto by signing this ordinance and filing same with the Town Clerk within sixty (60) days after the passage and final adoption of this Franchise by the Town. Subject to the acceptance by Grantee, and subject to all conditions precedent being satisfied, the effective date of this Franchise shall be January 1, 2025.
- **Rights Reserved.** The Town reserves its rights under its lawful police powers. The Town, among other things, does not waive any rights it may have under any requirements of local law or regulations as amended, including zoning codes, codes regarding building permits and fees, or time or manner of construction in accordance with the standard specifications for street construction, and all other applicable codes.
- **Effect on Prior Franchise.** Ordinance No. 733 shall be of no further force and effect as of the effective date of this Franchise, but except as otherwise agreed, shall remain in effect for purposes of matters or claims relating to acts or omissions occurring prior to the effective date of this Franchise.
- **Public Service Commission Rules and Regulations.** If any section, subsection, phrase, provision or language of this Franchise is found in conflict with the rules and regulations or requirements of the Public Service Commission, only the specific section, subsection, phrase, provision or language in conflict shall be null and void, and all other sections, subsections, phrases, provisions and language of this Franchise shall remain in full force and effect.

SECTION 3. FRANCHISE FEE

3.1 Franchise Fee.

a) As compensation for the use of valuable Public Ways, Grantee shall pay the Town \$0.0085 per therm for gas delivered to residential and commercial customers within the service area. The franchise fee payment shall be due and payable quarterly on or before the fifteenth day of January, April, July and October and shall be computed upon the total volume in therms during the previous quarter. The Town may on each five (5) year

anniversary of this franchise adjust or modify the fee per therm; provided however, the Town will be limited to a total annual franchise fee of up to an imputed 3% of revenue, based on the preceding five (5) year average annual imputed revenue for all volumes transported on Grantee's distribution system within the Town, with each 5 year review period limited to an imputed 1% of revenue increase, based on the preceding five (5) year average annual imputed revenue for all volumes transported on Grantee's distribution system within the Town.

- b) The Town must provide 60 days written notice to the Grantee prior to any such anniversary of such adjustment or modification. If 60-days written notice is not provided by Town to Grantee, the franchise fee in effect shall continue.
- c) Such payment shall be in lieu of any and all other fees, charges, licenses, taxes or assessments which the Town may impose for the rights and privileges herein granted or for the privilege of doing business within the Service Area and, in the event any such fee, charge, license, tax or assessment shall be imposed by the Town, the payment to be made in accordance with the provisions of this section shall be refunded in an amount equal to the annual burden of such fee, charge, license, tax or assessment imposed upon the Grantee. Ad Valorem property taxes imposed generally upon all real and personal property within the Service Area shall not be deemed to affect the obligation of the Grantee under this section.
- 3.2 No Accord or Satisfaction. Acceptance of any franchise fee payment shall not operate as an accord or satisfaction, or waiver of any right under the Franchise or law, provided, however, unless the Town shall commence an action within five years of the due date of the payment or Town's right to recovery on any payment, the collection of such franchise fee shall be deemed barred.
- Reporting. Each franchise fee payment shall be accompanied by a report reflecting total volumes in therms by category of customer class applicable to payment and attested to by the person principally responsible for the financial operations of Grantee. Grantee shall at all times keep and maintain a full, true, and correct account of volumes transported on Grantee's distribution system within the Town. Grantor reserves the right to audit and recompute any and all amounts paid under and pursuant to the franchise. No acceptance of any payment made shall be construed as a release, waiver or as an accord and satisfaction of any claim grantor may have for further or additional sums payable under the franchise, or for the performance of any other obligation under the franchise.

SECTION 4. GENERAL INSTALLATION AND OPERATIONAL STANDARDS

4.1 General Conditions on Use.

The Grantee is further granted the right, privilege and authority to excavate in, occupy and use any and all streets, alleys, viaducts, bridges, roads and lanes under the supervision of the properly constituted authority for the purpose of bringing gas into, within and through the Town, and supplying gas to said Town and the

inhabitants thereof and in the territory adjacent thereto, provided however, that the Grantee shall so locate its plants, works, transmission and distribution structures, equipment, mains and pipes within said Town in a manner to meet with the approval of the Town and further in locating said facilities shall do so in such manner as to cause minimum interference with the proper use of streets and alleys and to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the said streets, and alleys. Should it become necessary for the Grantee, in exercising its rights and performing its duties hereunder, to interfere with any graveled or paved streets, roads or alleys, or any other public or private improvement, the Grantee shall repair at its own expense in a workmanlike manner subject to the approval by the Town and in accordance with the provisions of the Town Municipal Code, such graveled or paved street, road, alley, or other improvement after the installation of its pipes or other structures. In the event such repair and associated clean up is not made within a reasonable period of time, which in no event shall be longer than thirty (30) days, unless weather or other causes beyond the parties' control prevent the replacement of the paving or surface, of notice to Grantee, the Town may at its option, replace such paving or surface and associated clean up at its costs and Grantee agrees to pay said costs immediately upon receipt. Grantee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the Franchise and applicable law. The Grantee shall use due care not to interfere with or damage any water mains, sewers, or other structures now in place or which may hereafter be placed in said streets, alleys, or other public places, and said Grantee shall, at its own expense, repair in a workmanlike manner subject to the approval of the Town and in accordance with the provisions of "the Town Municipal Code, any such water mains, sewers, or other structures which are damaged through the action of the Grantee, provided, however, that the Town may make such repairs and charge the reasonable cost thereof to the Grantee.

- a) Grantee shall, at its cost, install, construct, operate and maintain its Gas Utility System according to Town codes and regulations so as to permit the Town to install, construct, maintain, or operate any public works, public improvements, or other publicly-owned facilities or systems
- b) Grantee may not endanger nor unreasonably interfere with the •lives or property of persons; unreasonably interfere with property of the Town or any public utility; or unnecessarily hinder or obstruct use of the Public Ways. The Franchise does not establish priority for use of Public Ways over holders of other permits or franchises. The Town shall control distribution of space in the Public Ways as per Chapter 12.08 in its entirety of the Saratoga Municipal Code but may not exercise that authority unreasonably.
- c) The Gas Utility System shall be installed in Public Ways and other places within the limits of the Town after coordinating said installation with the Town's designee.
- d) Without obtaining the prior written approval of the Town, Grantee shall not install

- or erect its Gas Utility System in or on public property, rights-of-way or in any privately- owned area within the Town that has not yet become a Public Way but is designated or delineated as a proposed Public Way on any subdivision plat submitted for approval by the Town.
- e) In addition to requirements of local law and conditions established by the utilities whose facilities are used by the Gas Utility System, all construction, operation and maintenance shall be performed in substantial accordance with good engineering practices, and without limitation, in substantial accordance with the rules and regulations of the PSC and the terms and conditions of Town codes and State statutes as revised from time to time.
- 4.2 Accuracy of Maps. The Town does not guarantee the accuracy of any maps showing the horizontal and vertical location of existing infrastructures. In Public Ways, where necessary, the location of Town public utilities (water and sewer), shall be verified by excavation according to the provisions of the Wyoming Underground Facilities Notification Act, Wyoming State Statute 37-12-301 through 37-12-302, 2004 Edition.
- **Maps and Plats.** Upon request, the Company must promptly and confidentially provide the Town complete and accurate mapping information for any of its Gas Facilities.
- 4.4 <u>Gas Utility Locates.</u> Grantee will locate gas facilities in accordance with Wyoming statute, to include locates for planning and design projects.
- 4.5 Relocation at Request of Town. If the Town elects to change or alter the grade of any public way or to construct new or additional water or sewer lines, Grantee, upon being directed by the Town's designee, shall, where the same becomes necessary by reason of change of grade or construction of water or sewer lines, move or relay its mains or service pipes; provided, Grantee shall be compensated by Town for costs incurred by Grantee in relocating lines or facilities.

SECTION 5. GAS UTILITY SYSTEM FACILITIES, EQUIPMENT, AND SERVICES

5.1 <u>Gas Utility System Design Review Process.</u> Grantee shall meet with Town when upgrades to the Gas Utility System are anticipated for the upcoming year or upon the Town's request.

5.2 Gas Utility System Maintenance.

- a) The Grantee shall maintain and operate its structures, apparatus, mains, pipe and other equipment and render efficient service in accordance with the rules and regulations of the PSC and the terms and conditions of Town codes and State statutes as revised from time to time.
- b) Whenever the delivery or supply capability of Grantee's Gas Utility System, due to any cause whatsoever not limited to force majeure, is such that Grantee is unable

- to deliver to Customers served by Grantee the quantity of gas which the Customers require, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available quantities of gas among such Customers.
- c) Grantee shall have the right, when properly identified, to enter the premises of Customers at reasonable hours for the purpose of reading meters, to examine the piping, appliances and other equipment relating to Grantee's service and to ascertain loads and make necessary tests.

SECTION 6. LIABILITY AND INDEMNITY

- Indemnity. Grantee shall indemnify, defend, and save the Town harmless from all 6.1 loss or damages sustained by the Town on account of any suit, judgment, execution, claim, or demand (including reasonable legal fees incurred) resulting from or arising out of Grantee's negligent or willful acts or omissions whether authorized or unauthorized under the Franchise that (1) arise out of Grantee's use or attempted use of the Public Ways; and (2) arising out of any claim as a result of Grantee's operation of the System; or for Grantee's invasion of the right of privacy, libel, slander, copyright violation or patent infringement; provided, however, Grantee's obligation to indemnify and hold harmless the Town under this Franchise shall not apply with respect to any negligent or willful acts or omissions of the Town or its agents or contractors. Town shall notify Grantee promptly after the presentation of any claim or demand, either by suit or otherwise, made against the Town on account of any action or omission by Grantee which is subject to indemnification under this Provision. The duty to indemnify shall include the duty to pay all necessary costs the Town incurs in connection with defending against action of claim, including its reasonable attorney's fees. Grantee's compliance with these indemnity provisions shall in no way limit any other remedies available to the Town under this Franchise or at law or equity. The obligations under this paragraph shall not extend to any injury, loss, or damages to the extent it is caused by the act, omission, error, professional error, mistake, negligence, or other fault of the Town, elected or appointed officials, its officers, agents, boards or its employees.
- **No Waiver of Immunities.** Notwithstanding the above, nothing in this Franchise shall be read to constitute or to require a waiver of any rights of the Town under the doctrine of sovereign immunity.

SECTION 7. FORFEITURE

The franchise may be forfeited, at the option of the Town or Grantee for failure to observe the material terms and conditions set forth in this ordinance. Forfeiture may be exercised by written notice to the Town or Grantee of the failure to observe the terms and conditions of this ordinance. Provided however, the defaulting party shall

have a reasonable amount of time to cure such failure or refusal. In the event of any failure or violation, the Town may sue in its own name in the manner provided by law for the forfeiture of the franchise without the necessity of resorting to procedures in quo warranto. Further, in the event of any such action, the party (Town or Grantee) which obtains a judgment entered in its favor shall be entitled to payment of all reasonable attorneys' fees and costs incurred by the other party The exercise of the remedy of forfeiture shall not preclude exercise of any other right or remedy given to the Town by law, whether exercised concurrently or subsequently.

SECTION 8. SUPPLY OF GAS

In the event the available supply of gas shall at any time fail or become insufficient to supply the needs of the public of said Town, or should Grantee for any reason be unable to furnish• the service herein contemplated, or upon the termination of this franchise for any reason whatsoever, Grantee shall have the right to remove any and all of its pipe and other equipment or property from said Town, but in such event Grantee shall restore the streets alleys and other public places to as good condition as before such removal, and will hold said Town harmless from damage and expense incident to such removal.

In the event Grantee elects to exercise this right of removal, Grantee shall provide security in an amount sufficient to cover costs of restoring and repairing said streets, alleys and other public places prior to removal of any lines.

SECTION 9. TRANSFER

9.1 Transfer. Grantee shall notify Town forty-five (45) days prior to assignment of this Franchise to any non-affiliated entity.

SECTION 10. MISCELLANEOUS

- 10.1 Effect of Preemption: Federal and State Law. Grantee and Town must comply with all applicable provisions of federal and state law. If the Town's ability to enforce any Franchise provision is preempted, then the provision shall be deemed preempted but only to the extent and for the period the preemption is required by law. If, as a result of a change in law or otherwise, the provision would again be enforceable, it shall be enforceable without the requirement of further action on the Town's part.
- **Severability.** If any section, subsection, sentence, clause or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, or by any state or federal regulatory authority having jurisdiction thereof, such decision shall not affect the validity of the remaining portion hereof.

- 10.3 Acts of God. Grantee shall not be deemed in default or violation of provisions of this Franchise where performance was rendered impossible by war or riots, civil disturbance, tornadoes, floods or other natural catastrophes, or other events beyond Grantee's control, and the Franchise shall not be revoked or Grantee penalized for such violation, provided Grantee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible with the Franchise under the circumstances without endangering the health, safety, and integrity of Grantee's employees or property, or the health, safety, and integrity of the public or public or public or private property.
- 10.4 Other Matters. If, for any other reason beyond its control, Grantee is unable to comply with the terms and conditions of this Franchise, or if the Town determines that there are issues that may be beyond its control to address and which ought to be addressed by amendments to this Franchise, then the parties shall meet to discuss these issues in good faith and to establish such reasonable amendments, extensions and other changes to the Franchise requirements as they agree are appropriate.
- 10.5 Notice. Unless otherwise expressly agreed to by the parties, every notice or response to be served upon the Town or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to Grantee shall be addresses as

follows:

Black Hills Energy 7001 Mt. Rushmore Rd. Rapid City, SD 57702

The notices or responses to the Town shall be addressed as follows:

Town of Saratoga Attention: Mayor P.O. Box 486 Saratoga, Wyoming 82331

- 10.6 No Waiver. The failure of either party, upon one or more occasions, to exercise a right or to require compliance or performance under the Franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance for any other occasion, unless such right has been specifically waived in writing. Nothing in this franchise shall be read to constitute or require a waiver of any rights of the Town under the doctrine of sovereign immunity or as provided in the Wyoming Governmental Claims Act.
- 10.7 Remedies Cumulative. Except as otherwise expressly provided herein, remedies

provided herein are cumulative and in addition to other rights either party may have at law or equity or under the Franchise; the exercise of one remedy shall not foreclose the exercise of others, nor shall it relieve either party of its obligation to comply with any provision of the Franchise.

- 10.8 <u>Compliance with Applicable Law.</u> The parties shall at all times be subject to and shall comply with all applicable Federal and State laws and regulations.
- 10.9 <u>Time is of the Essence.</u> In determining whether Grantee has substantially complied with the Franchise, the parties agree that time is of the essence to the Franchise.
- 10.10 <u>Descriptive Headings</u>. The headings set forth herein are descriptive only.
- 10.11 Choice of Law, Venue. This Franchise shall be governed by the laws of the State of Wyoming. Any action regarding the Franchise, its terms, or the rights and responsibilities of the parties shall be brought only in the State or Federal District Courts of Wyoming. If any legal action is instituted to enforce any of the terms of this agreement, the prevailing party's reasonable attorney's fees and all costs of the action including court costs, expert witness fees and all other actual expense incurred in the prosecution or defense of the action shall be paid by the other party.
- 10.12 Effective Date. This Franchise shall be in full force and effect from and after its final passage and publication as required by law. Upon acceptance by Grantee, this Franchise shall be held to constitute a binding contract between the Town and Grantee, subject to its terms and conditions.

BE IT FURTHER ORDAINED: That Ordinance No. 733 is hereby repealed.

Passed, adopted and approved thisday	of, 20
	TOWN OF SARATOGA, WYOMING A Municipal Corporation
ATTEST:	CHUCK DAVIS, MAYOR
CITY CLERK	
(SEAL)	
	BLACK HILLS WYOMING GAS LLC dba BLACK HILLS ENERGY
	Name: Title: Date:
1st Reading: January 7th 2025 2nd Reading: January 21st, 2025 3rd Reading:	
Publish:	



3250 West Big Beaver Ste., 544 Troy, MI 48084

248-643-7200

Fax 248-643-4540

Service Test Agreement

Fire Department:	P.O. Number:	Annual Testing for Years:
Saratoga Volunteer Fire Department 112 East Spring Avenue Saratoga, WY 82331		2025, 2026, 2027
Fire Department Contact: Treasurer Creed James	Mobile/Emergency Contact Phone: (307) 399-7973	Email: creedjames44@gmail.com

Test Season Requested:	(circle)	JanMar.	April - June	July - Sept.	Oct. – Dec.

Estimated Hose Footage:	FireCatt Option:	Price Per Foot:	Year	Total Cost:
11,000	Option 1 All FireCatt Labor	\$0.42 \$0.44 \$0.46	Year 1 Year 2 Year 3	\$4,620.00 \$4,840.00 \$5,060.00
Estimated Ground Ladder Footage:	R			
0	Ladders tested simultaneously with hose	\$2.95		\$0.00
Grand Total			Year 1 Year 2 Year 3	\$4,620.00 \$4,840.00 \$5,060.00

Terms: Due upon receipt, in the event payment is not made within 45 days, a service charge of 1% per month for all outstanding balances will be due FireCatt. 3-year pricing is guaranteed as long as it remains below 5% per year for the duration of this agreement. Pricing is based on Fire Departments estimate of footage, invoicing is based on actual feet tested. Hose report is documented on a per department basis. Documentation on a per apparatus or station basis must be pre-arranged and subject to additional cost. Any specific city, county, state licenses, insurance riders/addendums, or other requirements that add cost to doing business with your municipality/institution could result in charge backs, service fees, or a higher price charged for services rendered.

Minimum Charge- Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of \$2,288.00.

Fire Hose Testing Service Includes:

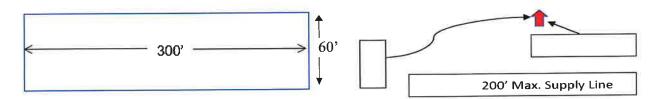
- Service pressure test per NFPA 1962 Standard latest edition, patented technology designed for safety, accuracy, and speed
- Identification number assigned to each length of hose using a FireCatt bar code label on each coupling and redundant marking on the hose jacket at each end
- Inspect-outer jacket, inner liner, coupling, and threads
- Inspect gaskets, replace as required
- Lubricate all couplings using fire hose manufacturer approved 100% silicone lubricant
- Lubricate all apparatus connection points using marine grade "Never Seize"
- Tag all defective hose, mark defect location on hose, remove from service
- Record all data accurately, provide testing report in hard copy, electronically that can dovetail into your existing software, and via internet access on our secure servers
- Unload and reload all hose to meet your specifications when FireCatt labor is provided

Ground Ladder Testing Service Includes:

- Service Test per NFPA 1932 Standard latest edition, using digital load cell technology
- Identification number assigned to each ladder using a FireCatt bar code label
- Heat sensor label applied to each ladder if current label is out of date
- Report data as outlined above

Customer Requirements:

At FireCatt, our number one goal is 100% customer satisfaction while providing the fastest, safest, and MOST accurate fire hose and ground ladder testing in the nation. Experience has shown us that annual service testing REQUIRES a collaborative approach to ensure a successful testing program! Therefore, the customer responsibilities are as follows:



1. **Test Site:** Provide a paved site (asphalt or concrete – grass or gravel are NOT acceptable) with minimum work envelope dimensions of 300' x 60'. The larger the test site the more efficient the test process. If the test site requires third party approval, the fire department must obtain this approval in advance of the test day.

NOTE: **Fire hose WILL get wet during hose testing!** The condition of the test site plays an influential role in keeping your hose as dry and clean as possible. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. The condition of the test site plays an influential role in keeping your hose dry and clean. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. Additionally, we do not recommend testing through the station bays 1) coated floors can become slippery, 2) station personnel tend to be too close to high pressure hose, 3) we cannot be responsible for damage to the station or floor.

SAFETY: NFPA1962 is clear on safety, stating: "Because there is a potential for catastrophic failure during service testing of fire hose, it is vital that safety precautions be taken to prevent exposure of anyone to this danger." It is the responsibility of the department to instruct their personnel to keep clear of the test area and not cross hose lines. during testing.

- 2. **Water Source**: Water for testing to be provided via fire hydrant. In those communities where fire hydrants are not available a standpipe or tender may be used. FireCatt requires a minimum of 35 psi from any water source. The Fire Department is required to operate their tender. Tenders need to be refilled as soon as each test cycle finishes.
- 3. Rack/Spare fire hose: The FireCatt test process begins with testing spare fire hose. The Fire Department must have all spare hose at the test site by 8:00 am, the first day of testing. Apparatus hose test to follow spare hose test, this way there is prequalified tested rack/spare hose ready to replace any apparatus hose that fails.
- 4. **Onsite Contact**: The Fire Department must provide an on-site single point of contact, please provide a name and cell phone number in advance of scheduling your test date. The contact person must have the authority for directing the departments responsibilities that include:
 - a.Driving apparatus includes driving out and laying Large Diameter Hose. NOTE: FireCatt personnel will NOT drive fire department apparatus!
 - b. FireCatt's Pre-Test survey with the FireCatt Team Leader so that all parties are on the same page regarding test day expectations.
 - c. Insure the timely presentation of apparatus/hose for testing. The FireCatt/Fire Department cadence must match up to avoid down time. FireCatt would prefer to have the next apparatus for testing on-site 30 minutes prior to testing of that apparatus. This will ensure the most efficient test process.
 - d. Providing apparatus re-load direction, reviewing, and signing off on each individual FireCatt Apparatus Doc Sheet indicating that FireCatt has re- loaded your apparatus correctly and there is no damage to your apparatus.
- 5. Out of Service Apparatus: It is the responsibility of the Fire Department to ensure all fire hose/Ground ladders are presented for testing. FireCatt's schedule does not allow for returning to test out of service apparatus hose.
- 6. **Tower Hose:** It is the responsibility of the Fire Department to remove/replace any hose from the tower. FireCatt employees are not insured to be in your hose tower.

- 7. **Fire Department Labor:** FireCatt Option 2 requires the Fire Department to re-load their apparatus. If Option 2 applies to your department, you must have the appropriate number of fire fighters engaged in the process to match the cadence of the FireCatt testing cycle.
- 8. **Special Couplings/Thread Adapters:** FireCatt's Mobile Test Lab is equipped with NH threads in sizes 1", 1.5", 2.5" and 4" & 5" Storz couplings. If your department is using any threads/couplings that differ from those FireCatt provides, it is the fire department's responsibility to provide adapters.
- 9. Special Requests: Any special requests or "change orders" outside of the FireCatt quotation/agreement MUST be negotiated prior to the first day of testing. FireCatt employees follow the FireCatt SOG which ensures compliance to NFPA standards, please do not ask us to deviate from our SOG.
- 10. **Inclement Weather:** Any of the following beyond our control could result in a test day interruption or cancellation; lightning, non-stop rain/downpour, hail, temperature of 40 degrees or below.
- 11. Cancellation, Delays, Unexpected Changes, and the potential for Additional Fees:

The following conditions affect the efficiency of the hose testing process and are *subject* to additional fees.

- Last-minute cancellations.
- Hose dropped off that is tangled requiring additional time to untangle.
- Waiting on a water source including, having to move test site, or waiting on a tender to arrive with water
- Waiting for apparatus/hose to be presented for testing or not providing agreed upon number of apparatus/hoses per day.
- Not providing adequate personnel when the fire department has elected to reload their hose.
- Time consuming efforts on the part of FireCatt to keep hose dry.
- Undersized or irregular shaped test sites that cause test process inefficiencies.
- Any other issue that negatively impacts test day efficiency.

Page | 5

I have read and accept the terms of the agreement including customer responsibilities: Fire Catt, LLC will inspect, and service test all noted equipment in accordance with the standards of NFPA as set forth. It is expressly understood and agreed that Fire Catt shall not be deemed or held liable, obligated, or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of the law, or otherwise, relative to the use of any tested equipment immediately after the date of inspection. Furthermore, Fire Catt, will not be held liable, obligated, or accountable for any equipment that fails during the testing under specified conditions and pressures. Testing methods used may be protected under the United States Patent Number 8,554,497.

Authorized Signature:	Date:
rationized Orginature.	Date.



FireCatt...the Fastest, Safest, MOST Accurate fire hose testing company in the Nation! NFP

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TACTICAL MEDICINE GEAR MEDIC POUCHFOR PACKS FÜRST AIB KITS

BALLISTIC PROTECTION APPAREL CUSTOMER SUPPORT

YOUR CART



Heartsine Samaritan PAD 450P AED

\$270.00

Add order note

SUBTOTAL:

\$1,769.99 USD

<

ORDER SUMMARY

₽

Heartsine Samaritan PAD 450P AED

\$1,489.98

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Continue shapping

Add ons: AED Stendard Kit

SHIPPING RATES FOR WYOMING, UNITED STATES



Free Shipping over \$88 · \$0.00

Subtotal Shipping Total

\$1,769.99 \$0.00 \$1,769.99

Not shipping to Wyoming?

YOU MAY ALSO LIKE...



Additor art

CARDIAC SCIENCE POWERHEART OS AED \$1,785.00 USD ৩২,265তা

ESTIMATE SHIPPING

United States

Province

Alabama

Zip/Postal Code

https://tactical-mediclne.com/cart

Show Quote Cart (0)

	Repair Current Machine 5800 hours on machine	Used Machine 500 hours	New Machine 0 hours
Cost to repair	Worst case \$48,000.00	\$0.00	\$0.00
Purchase Price w/trade in	\$0.00	\$121,000.00	\$148,000.00
Trade in value	\$30,000.00	\$0.00	\$0.00
Warranty	none	none	7-year extended warranty
Total decrease to budget	(\$48,000.00)	(\$121,000.00)	(\$148,000.00)
Option difference compared if we wanted to purchase another digging machine		\$73,000.00	\$100,000.00

*

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Item 16)



232783-01

Jan 27, 2025

SARATOGA TOWN OF ATTN: A/P

PO BOX 486 SARATOGA, Wyoming 82331



Dear Emery,

Thank you for this opportunity to quote Caterpillar products for your business needs. I am pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 440 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:

TBD

SERIAL NUMBER:

TBD

YEAR:

2025

SMU: N/A

Thank you for your interest in Wyoming Machinery Company and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Drew Stone
Machine Sales Representative
Wyoming Machinery Company
AJStone@wyomingcat.com
307-251-3910

One (1) New Caterpillar Inc. Model: 440 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

Standard Equipment

CONSIST NOTE

THIS LISTING IS A GENERAL DESCRIPTION OF A 440 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

BOOMS, STICKS, AND LINKAGES

15' Center pivot excavator style backhoe
Electrohydraulic operated hydraulic controls with pattern changer valve Electrohydraulic operated stabilizer controls
Boom transport lock
Swing transport lock
Street pads stabilizer shoes
Anti-drift hydraulics

(Boom, Stick and E-Stick)
Cat Cushion Swing(tm) system
Bucket level indicator
Lift cylinder brace
Return-to-dig (auto bucket positioner)
Self-leveling loader with single lever
control
Transmission neutralizer switch
Single Tilt Loader

POWERTRAIN

Cat C4.4, 86kW (Net 104HP/78kW)
Direct Injection Turbo Charged Engine,
with ACERT technology.
US EPA Tier4 Final Emissions Compliant
with Selective Catalytic Reduction(SCR)
Water separator with service indicator
Thermal starting aid system
Eco mode
A dry-type axial seal air cleaner with
integral precleaner, automatic dust
ejection system & filter condition
indicator
Hydraulically boosted multi-plate wet

disk brake with dual pedals & interlock
Differential lock
Spring Applied Hydraulic Release (SAHR)
brake
High Ambient Cooling Package
Torque converter
Autoshift transmission with 6 forward
and 3 reverse gears & neutral safety
switch
Spin-on fuel, engine oil & transmission
oil filters
Outboard planetary rear axles
Open Circuit Breather

HYDRAULICS

Load sensing, variable flow system with 55 gpm axial piston pump 6 micron hydraulic filter O-ring face seal hydraulic fittings Caterpillar XT-3 hose

Hydraulic oil cooler
Pilot control shutoff switch
PPPC, Open Center with Flow Summation
Hydraulic suction strainer

ELECTRICAL

12 volt electrical start

Key start/stop system

Item 16)

150 ampere alternator Horn and Backup Alarm Hazard flashers/turn signals Halogen head lights (4) Halogen rear flood lights (4) Stop and tail lights Audible system fault alarm

OPERATOR ENVIRONMENT

Lighted gauge group Interior rearview mirror ROPS canopy, Rear Fenders 2-inch retractable seat belt Tilt steering column Steering knob

OTHER STANDARD EQUIPMENT

Hydrostatic power steering
Standard Storage Box
Transport tie-downs
Ground line fill fuel tank with 44
gallon capacity
Ground line fill diesel exhaust fluid
tank with 5 gallon capacity
Rubber impact strips on radiator guards
Bumper

1.000 CCA maintenance free battery Battery disconnect switch External/internal power receptacles(12v) Diagnostic ports for engine and machine Electronic Control Modules Remote jump start connector

Hand and foot throttle
Automatic Engine Speed Control
One Touch Low Idle
Floor mat and Coat Strap
Lockable storage area
Air suspension seat

CD-ROM Parts Manual
Backhoe Safety Manual
Operations and Maintenance Manual
Lockable hood
Tire Valve Stem Protection
Long Life Coolant -30C (-20F)
Counterweight 500kg/1102lbs
Padlocks Qty 2

MACHINE SPECIFICATIONS

613-4882	578-9446 HYD, QC, 6FCN	578-9446
	BUCKET-GP, 1.75 YD3, PO, BOCE	521-6207
575-9152	TIRES, 340 80-18/500 70-24, MX	533-0488
491-6734	INSTRUCTIONS, ANSI	488-2908
506-3449	BELT, SEAT, 2" SUSPENSION	206-1747
518-9096	STABILIZER PADS, FLIP-OVER	488-2944
524-4029	COUPLER, PG, MAN.D.LOCK, BHL	444-7500
540-2298	BUCKET-HD, 24", 6.2 FT3	219-3387
558-9623	SERIALIZED TECHNICAL MEDIA KIT	421-8926
575-9162	SHIPPING/STORAGE PROTECTION	461-6839
575-9166	PACK, DOMESTIC TRUCK	0P-0210
578-8921	CARRIAGE, PALLET 60", IT	292-4571
578-8950	FORK TINE, 2" X 5" X 48"	195-6935
578-9039		
	491-6734 506-3449 518-9096 524-4029 540-2298 558-9623 575-9162 575-9166 578-8921 578-8950	575-9152 TIRES, 340 80-18/500 70-24, MX 491-6734 INSTRUCTIONS, ANSI 506-3449 BELT, SEAT, 2" SUSPENSION 518-9096 STABILIZER PADS, FLIP-OVER 524-4029 COUPLER, PG, MAN.D.LOCK, BHL 540-2298 BUCKET-HD, 24", 6.2 FT3 558-9623 SERIALIZED TECHNICAL MEDIA KIT 575-9162 SHIPPING/STORAGE PROTECTION 575-9166 PACK, DOMESTIC TRUCK 578-8921 CARRIAGE, PALLET 60", IT 578-8950 FORK TINE, 2" X 5" X 48"

Item 16)

SELL PRICE \$177,531.16
EXT WARRANTY Included
LESS GROSS TRADE ALLOWANCE (\$30,000.00)
NET TRADE ALLOWANCE (\$30,000.00)
NET BALANCE DUE
AFTER TAX BALANCE \$147,531.16

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
430E	CATERPILLAR INC. (AA)	RLN00250	2008	\$30,000.00

WARRANTY & COVERAGE

Caterpillar Limited Warranty: New Machines Only Earthmoving, Construction, Material Handling, Forestry

Standard Warranty: Products, and Paving Product Machines for selected models designated by Caterpillar with 12 month /

unlimited hour warranty.

Extended Warranty: 7 Years 5,000 Hour Wyoming Machinery Warranty Powertrain, Hydraulic, Tech, Field Service Mileage

F.O.B/TERMS:

Casper

PAYMENT TERMS

Lease Terms

CASH WITH ORDER	BALANCE to LEASE	TERM	MONTHLY PAYMENT	RATE	OPTIONAL BUY-OUT
\$0.00	\$147,931.16	5(Annual)	\$32,829.95	5.49	\$1.00
\$0.00	\$147,931.16	3(Annual)	\$34,012.68	5.49	\$60,000.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit
 is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance



232779-01

Feb 04, 2025

SARATOGA TOWN OF ATTN: A/P

PO BOX 486 SARATOGA, Wyoming 82331

Dear Emery,

Thank you for this opportunity to quote Caterpillar products for your business needs. I am pleased to quote the following for your purchase consideration.

One (1) Used Caterpillar Inc. Model: 440 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: DC9425

SERIAL NUMBER: 0DC900425

YEAR: 2020

SMU: 690

Thank you for your interest in Wyoming Machinery Company and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Drew Stone
Machine Sales Representative
Wyoming Machinery Company
AJStone@wyomingcat.com
307-251-3910

One (1) Used Caterpillar Inc. Model: 440 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

CONSIST NOTE -THIS LISTING IS A GENERAL DESCRIPTION -OF A 440 BACKHOE LOADER EQUIPPED WITH -THE LOWEST CHARGE ITEMS. -

BOOMS, STICKS, AND LINKAGES -15' Center pivot excavator style -backhoe -Electrohydraulic operated hydraulic -controls with pattern changer valve -Electrohydraulic operated stabilizer -controls -Boom transport lock -Swing transport lock -Street pads stabilizer shoes -Anti-drift hydraulics -(Boom, Stick and E-Stick) -Cat Cushion Swing(tm) system -Bucket level indicator -Lift cylinder brace -Return-to-dig (auto bucket positioner) -Self-leveling loader with single lever -control -Transmission neutralizer switch -Single Tilt Loader -

POWERTRAIN -Cat C4.4, 86kW (Net 104HP/78kW) -Direct Injection Turbo Charged Engine, -with ACERT technology. -US EPA Tier4 Final Emissions Compliant -with Selective Catalytic Reduction(SCR) -Water separator with service indicator -Thermal starting aid system -Eco mode -A dry-type axial seal air cleaner with -integral precleaner, automatic dust -ejection system & filter condition -indicator -Hydraulically boosted multi-plate wet -disk brake with dual pedals & interlock -Differential lock -Spring Applied Hydraulic Release (SAHR) -brake -High Ambient Cooling Package -Torque converter -Autoshift transmission with 6 forward -and 3 reverse gears & neutral safety -switch -Spin-on fuel, engine oil & transmission -oil filters -Outboard planetary rear axles -Open Circuit Breather

HYDRAULICS -Load sensing, variable flow system -with 55 gpm axial piston pump -6 micron hydraulic filter -O-ring face seal hydraulic fittings -Caterpillar XT-3 hose -Hydraulic oil cooler -Pilot control shutoff switch -PPPC, Open Center with Flow Summation -Hydraulic suction strainer -

ELECTRICAL -12 volt electrical start -150 ampere alternator -Horn and Backup Alarm -Hazard flashers/turn signals -Halogen head lights (4) -Halogen rear flood lights (4) -Stop and tail lights -Audible system fault alarm -Key start/stop system -1.000 CCA maintenance free battery -Battery disconnect switch -External/internal power receptacles(12v) -Diagnostic ports for engine and machine -Electronic Control Modules -Remote jump start connector -

OPERATOR ENVIRONMENT -Lighted gauge group -Interior rearview mirror -ROPS canopy, Rear Fenders -2-inch retractable seat belt -Tilt steering column -Steering knob -Hand and foot throttle -Automatic Engine Speed Control -One Touch Low Idle -Floor mat and Coat Strap -Lockable storage area -Air suspension seat

OTHER STANDARD EQUIPMENT -Hydrostatic power steering -Standard Storage Box -Transport tie-downs -Ground line fill fuel tank with 44 -gallon capacity -Ground line fill diesel exhaust fluid -tank with 5 gallon capacity -Rubber impact strips on radiator guards -Bumper -CD-ROM Parts Manual -Backhoe Safety Manual -Operations and Maintenance Manual -Lockable hood -Tire Valve Stem Protection -Long Life Coolant -30C (-20F) -Counterweight 500kg/1102lbs -Padlocks Qty 2 -

Item 16)

MACHINE SPECIFICATIONS

440 07A BACKHOE LOADER DCA2	574-1204	INSTRUCTIONS, ANSI	488-2908
440-07A BACKHOE LOADER	506-3397	BELT, SEAT, 2" SUSPENSION	206-1747
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	STABILIZER PADS, FLIP-OVER	488-2944
RIDE CONTROL	506-3404	SERIALIZED TECHNICAL MEDIA KIT	421-8926
POWERTRAIN, 4WD, AUTOSHIFT	506-3406	SHIPPING/STORAGE PROTECTION	461-6839
HYDRAULICS, QC, 6FCN/8BNK	506-3415	RUST PREVENTATIVE APPLICATOR	462-1033
CAB, DELUXE	506-3417	PACK, DOMESTIC TRUCK	0P-0210
STICK, EXTENDABLE, 15'	506-3426	BEACON, MAGNETIC MOUNT	211-4292
COLD WEATHER PACKAGE, 120V HRC	506-3449	GUARD, STABILIZER	488-2906
PRODUCT LINK, CELLULAR PL641	518-9096	BUCKET, HOE, (NONE)	175-7877
LINES, COMBO, AUX READY LINES	550-4174	BUCKET, 24", 6.2 FT3	219-3381
SEAT, DELUXE FABRIC	558-9623	PINS, BUCKET, BHL-F, 45MM-50MM	178-3593
LANE 1 ORDER	0P-9001	COUPLER,PG,MAN.D.LOCK,BHL	444-7500
BUCKET-GP, 1.75 YD3, IT, BOCE	502-1117	PINS,BUCKET,BHL-F,45MM-50MM	178-3593
TIRES, 340 80-18/500 70-24, MX	533-0488		

SELL PRICE	\$151,000.00
LESS GROSS TRADE ALLOWANCE	(\$30,000.00)
NET TRADE ALLOWANCE	(\$30,000.00)
NET BALANCE DUE	\$121,000.00
AFTER TAX BALANCE	\$121,000.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
430E	CATERPILLAR INC. (AA)	RLN00250	2008	\$30,000.00

WARRANTY & COVERAGE

F.O.B/TERMS:

Casper

PARTS & SERVICE ESTIMATE



CASPER 5300 W Old Yellowstone Hwy P.O. Box 2335 Casper, WY 82602 TEL (307)-472-1000 FAX (307)-261-4491

CHEYENNE

GILLETTE 7819 Hutchins Drive Cheyenne, WY 82007 TEL (307)-638-7900 FAX (307)-633-2525 5505 Mohan Road P.O. Box 1238 Gillette, WY 82717 TEL (307)-686-1500 FAX (307)-686-3961

ROCK SPRINGS

1940 Elk Street Rock Springs, WY 82901 TEL (307)-362-6500

	1 POT (001 P201-1401	
To: Town Of Saratoga	PO #:	Effective From:
ATTN: Emery Penner	Date: 1/22/2025	Effective To:
Customer #: 003915	Shipping Method:	Salesperson: Blaine McMurtrey

Customer Equip #	W/0	Make	Model	Part Type	Machine Serial #	Engine Serial #
	CR30138	Cat	430E		RLN00250	

Part Number	Product	Quantity	Unit Pri	ce	Sub Total
	Labor to Tear down Machine		\$3,500.	.00	\$3,500.00
254-8941	Bucket GP High Capacity		\$2,208.	.33	\$2,208.33
	Parts for Loader Arm (Bushings, Seals, etc)		\$1,630.	.53	\$1,630.53
	Weld/Machine Labor for Loader Arms		\$3,700.	.00	\$3,700.00
	Boom Wear Plate and Hardware		\$547.7	76	\$547.76
	Install Wear Plate (Labor)	2.0	\$161.5	50	\$323.00
	Weld/Machine Labor for Boom to Stick Bores on Boom		\$1,850	.00	\$1,850.00
	Pin and Spacers to Re-Shim Boom to Stick		\$521.4	10	\$521.40
	Parts for Stick (New bearings, pins, shims, zerks, etc)		\$6,607	.43	\$6,607.43
	Weld/Machine Work on Stick		\$5,500	.00	\$5,500.00
	Loader Bucket Linkage (Priced New not just bushings)		\$4,416	.94	\$4,416.94
251-1777	Loader Bucket (Non-Stock Built to Order)		\$4,562	.50	\$4,562.50
	Weld/Machine Loader Frame Mount & Lift Cylinder Bores		\$3,700	.00	\$3,700.00
	Re-seal Backhoe Swing Cylinders (per cylinder)	2.0	\$954.	56	\$1,909.32
	R&I Swing Cylinders	8.0	\$161.	50	\$1,292.00
	Parts and Labor to Fix Stabilizer Cylinder Lines		\$684.	50	\$684.50
	Reassemble Machine		\$4,500	.00	\$4,500.00
	Misc Charges		\$1,500	.00	\$1,500.00
Price does no	ot include Additional Overages, Taxes, Freight, Core Charg	es, or Overtime	Differential	Sub Total	\$48,953
	All prices Subject to Change without notice.			Total Tax	
	STANDARD WARRANTY APPLIES FOR PARTS AND L	ABOR		Grand Total	\$48,953

In signing this order buyer acknowledges Wyoming Machinery's conditions and warranties.

To accept this quote, please sign below and return to Wyoming Machinery Company: FAX: (307)261-4496 ATTN: Blaine McMurtrey

Wyoming Machinery Company Authorization: _____ Title: _____ Date: _ Signature: __ **Customer Authorization:** Date: ___ _____ Title: ___ Signature: __



Saratoga, WY 82331 PO Box 247 53 Sierra Madre Road 307-329-5102 or 307-326-8588

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HO	111Y	nota
Lio	ш	ate

Date 1/23/2025

Name / Address	
Town of Saratoga PO Box 486 Saratoga, WY. 82331	
Job Description	
Replace Hot Pool Heat	

Item	Qty	Uni	t Rate	Total
Labor Parts & Materials		Labor	3,50 4,85	0.00 0.00 3,500.00 4,850.00
		-	Subtotal Sales Tax (6.0%)	\$8,350.00 \$0.00
			Total	\$8,350.00

Heidi Larsen

PO Box 425

Saratoga, WY 82331

January 27, 2025

Dear Saratoga Town Council,

I am writing this letter to express my interest in filling the vacant seat on the Planning and Zoning board.

As a lifelong resident of Wyoming, I have decades of experience in historic preservation and downtown revitalization.

20 years ago, in Rawlins, I got involved in the downtown revitalization efforts by saving two historic buildings from demotion and purchasing three others that were in dilapidated condition. At that time, the Rawlins downtown was vacant as many of the historic buildings were uninhabitable. I also joined the DDA (Downtown Development Authority) and helped to bring a large public art project to the downtown. We formed the mural committee and had 10 murals painted, by local artists and installed at various locations in the downtown, depicting the rich history of Rawlins. In five years over 20 new business were established in the downtown. In 12 years, the Rawlins DDA applied for a large façade improvement grant that revitalized the entire downtown store fronts and now, 20 years later, Rawlins is considered one of the Wyoming Main Streets top contributing, historic downtowns in WY. I still serve on the DDA board in Rawlins.

While living in Newcastle, WY I served on the historic preservation board. I helped bring the mural project to Newcastle, where we were able to paint three large murals. My husband and I purchased the historic Antlers Hotel, that was built in 1880 and was boarded up and abandoned for over 30 years. The surrounding commercial properties were in disrepair with many vacancies. We were able to remodel the Antlers into the Jewel of the Downtown, sparking a renewed interest and revitalizing of the downtown. In addition to the murals, we formed a group that brought public art in the form of coal cars, that were filled with flowers celebrating the history of coal mining in the area, to various places in the downtown. Additional flowers and landscaping projects were undertaken to beautify the downtown. Currently Newcastle's downtown is thriving.

While living in Saratoga I have remodeled three homes, built a home with my daughter, and remodeled a historic building in the downtown, where we held art classes and community events. We sold it three years ago and it has been vacant ever since.

In closing I would like to express my sincere interest in serving on the planning and zoning board. I believe that my passion for historic preservation and downtown revitalization would be an asset to Saratoga.

Thank you for your time and consideration,

arsen

Heidi Larsen



PO Box 1577, Saratoga, WY 82331 (307) 321-8641 tanadavi@gmail.com

February 1, 2025

Dear Saratoga Town Council

I would like to submit to you my letter of interest to the Saratoga Planning Commission. I have heard that there is an opening and would like the opportunity to serve on this board.

I have lived in Wyoming for most of my life. I am currently employed with Toga Radio as the office manager. I am a retired law enforcement dispatcher. Currently, I part-time dispatch with the Saratoga Police Department.

I am interested in making Saratoga a beautiful place to live without changing the current small-town atmosphere.

I appreciate your consideration.

Warm regards,

Tana Davi

Item 20)

ORDINANCE NO. 879 AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.10 SECTION 2.16.010 OF THE TOWN OF SARATOGA MUNICIPAL CODE CONCERNING THE PLANNING TOWN OF SARATOGA CHAPTER 2.16,

COMMISSION TERM LENGTHS AND TERM LIMITS; AND TO PROVIDE AN EFFECTIVE DATE

Planning Commission. appropriate and necessary to reduce the required term length for appointed members of the WHEREAS, The Town Council as well as the Mayor of the Town of Saratoga, finds it

Section(s) be amended.

determined that in the best interest of its residents that the above mentioned Town Code

WHEREAS, The Town Council as well as the Mayor of the Town of Saratoga, has

necessary to stagger the Planning Commission Terms by length. WHEREAS, The Town Council as well as the Mayor of the Town of Saratoga, finds it

necessary to amend the term limits for planning commission members WHEREAS, The Town Council as well as the Mayor of the Town of Saratoga, finds it

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

SECTION 1: That Title 2, Chapter 2.16, Section 2.16.010 "Established-Term of office" be amended to read:

Section 2.16.010 Established-Term of office

voting members of the board. approval of the council for t-Ferms as set forth below is now created. All 7 members shall be A planning commission made up of seven members to be appointed by the mayor with the

periods shall be staggered and expire on the following schedule: more than twelve years whether the terms be spread over time or served continually. The term member whose term has expired. No individual shall serve on the planning commission for of December or as soon thereafter as practical, an individual shall be appointed to replace the members to serve 2-year terms. Upon the completion of a member's term on the third Monday B. The terms of the seven members shall be as follows: 4 members to serve 3-year terms and 3

Seat 1: 2 year term ending 2026

Seat 2: 2 year term ending 2027

Seat 3: 2 year term ending 2027

Seat 5: 3 year term ending 2027 Seat 4: 3 year term ending 2026

Seat 6: 3 year term ending 2028

Seat 7: 3 year term ending 2026

0 member's term. whatsoever, the mayor shall appoint a person to replace him or her to serve out such retiring In the event a member shall not be able to serve on the commission for any reason

boundaries. All other sitting members must reside within the municipal boundaries of the Town D. Up to two members at any given time may reside within a mile of the municipal town

SECTION 2: CONFORMANCE

existing members in order to comply with This ordinance. Upon adoption of this ordinance the Town Council shall take action to confirm the seat of

SECTION 2: REPEALED

repealed. This ordinance replaces section 2.16.010 in its entirety. All other prior Ordinances or Parts Thereof that are in conflict herewith are hereby

SECTION 3: METHODOLOGY

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

SECTION 4: 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 5: This ordinance shall be in full force and effect upon passage, approval, and publication.

day of February 2025. PASSED ON FIRST READING on the day of January 2025.

PASSED ON SECOND READING on the __day of February 2025.

PASSED, AND ADOPTED ON THIRD READING on the __day of F

APPROVED: ATTEST:

Chuck Davis, Mayor

Jenn Anderson, Town Clerk

Item 20)

ORDINANCE NO. 25-880 TOWN OF SARATOGA

60

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

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

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.

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

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

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

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

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.

Purpose.

as part of a plan for the orderly, efficient and economical development of the land within the 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 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.
- 2 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
- Ų, purposes without danger to health and welfare from flooding, fire contamination, erosion Land to be subdivided shall be of such character that it can be used safely for building
- 4 pollution of air, streams, ponds, and so on, and be in harmony with the natural environment. The development of any subdivision should avoid unnecessary environmental degradation.
- S conflicts among the uses of land and buildings. Protect and conserve the value of land and buildings throughout The Town and minimize
- 6 Provide adequate and efficient transportation, water, sewage, schools, parks, playgrounds, recreation and other public requirements, faci accommodate the anticipated rate of development. facilities and open space needs
- .7 and placement of monuments of subdivided land to provide adequate records for land titles in order to further the orderly layout and use of land, and insurance of proper legal descriptions Establish reasonable standards of design and procedures for subdivisions and re-subdivisions Avoid excessive expenditure of public funds for the supply of public services

§ 17.04.040. Applicability.

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

requirements shall apply where they are at variance with other laws, regulations, ordinances or resolutions. § 17.04.050. Conflicting provisions.

These regulations supplement all other laws, regulations, ordinances or resolutions. The more restrictive

Amendments.

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 For the purpose of providing for the public health, safety and general welfare, the Planning Commission

§ 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

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

Saving provision. § 17.04.090.

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. 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

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. ;
- or "Person" includes a firm, association, organization, partnership, trust, company corporation as well as an individual. \dot{c}
- "Shall" is a mandatory requirement, "may" is a permissive requirement and "should" is a preferred requirement. 3
- "Used" or "occupied" includes the words "intended, designed or arranged to be used or occupied." 4.
- "Lot" includes the words "plot" or "parcel." 5.
- 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; "in these regulations"; "regulations" means "these regulations." means, 6.
- "Building" includes "structure"; "building" or "structure" includes any part thereof. 7.

Alley, § 17.08.020.

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

§ 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.

Applicant. \$ 17.08.040.

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

§ 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.

Page 2 of 20

§ 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.

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§ 17.08.080. Chairman,

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

§ 17.08.090. Commission. "Commission" means the P 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

8 17.08.120. Density.

- "Density" means a unit of measurement; the number of dwelling units per acre of land.
- 2. "Gross density" developed. means the number of dwelling units per acre of the total land to be
- $\dot{\omega}$ "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.

Developer.

§ 17.08.140. Developer. "Developer" means any individual, firm, association, corporation, governmental agency or any other legal herein, for him or herself or for another.

Easement.

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

17.08.160. Engineer.

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

17.08.170. Escrow.

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

§ 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, et by stating the vertical rise or fall as a percent of the horizontal distance. See Figure 1. etc., and is expressed

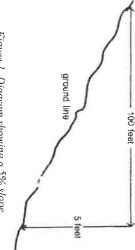


Figure 1, Diagram showing a 5% slope

§ 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 other related matters normally associated with the development of raw land into building sites.

"constructive ownership" owner; same the as construed "Joint ownership" among persons shall be consfor the purpose of imposing subdivision regulations. \$17.08.210. Joint ownership. "Joint ownership"

Local street. 17.08.220.

"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" 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

§ 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 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

§ 17.08.270. Lot, minimum area of. "Minimum 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:

- straight lines connecting the foremost points of the side lot lines in front and the Depth of a lot shall be considered to be the distance between the midpoints of rearmost points of the side lot lines in the rear.
- 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 connecting front and rear lot lines at each side of the lot, measured at the building Width of a lot shall be considered to be the distance between straight lines percent of the required lot width. તાં

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

a

- § 17.08.300. Lot types.

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

 1. 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 from the foremost points of the side lots lines.
- An "interior lot" is a lot other than a corner lot with only one frontage on a street. d
- 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. 3
- 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. 4.

Lot width. 17.08.310.

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.

§ 17.08.320. 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.

Master street plan.

§ 17.08.330. Master street plan.

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

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§ 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.

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. Official map" means the map established by the governing body pursuant to law showing the streets and

Off-site.

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

17.08.370. Open space.

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

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.

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

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

according to the plans and specifications within the time prescribed by the subdivider's agreements the amount of the estimated construction cost guaranteeing the completion of physical improvements 17.08.420. Performance bond—Surety bond.

Performance bond" or "surety bond" means an agreement by a subdivider or developer with The Town for

17.08.430. Planning Commission.

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

17.08.440. Plat Types.

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

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

§ 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 travel on a minimum of mileage. 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

Public facility.

Public facility" means any use of land, whether publicly or privately owned, for transportation, utilities or ommunications or for the benefit of the general public, including by not limited to libraries, streets, 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.

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. \$17.08.480. Public way. "Public way" means an alley, avenue, boulevard, bridge, channel, ditch, easement, expressway, "Public way" means an alley, avenue, boulevard, bridge, channel, ditch, easement, expressway,

§ 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

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 § 17.08.500. Right-of-way. "Right-of-way" means a strip of land occupied or intended to be occupied by a street, crosswalk, 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.

Lease. Sale § 17.08.520.

"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" 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. .530. Same ownership. ownership" means ow

Sidewalk. 17.08.540.

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

Subdivider. § 17.08.550.

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

Subdivision. 17.08.560.

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

-Road-(Types). Street-Thoroughfare \$ 17.08.570.

- "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:
- "Alley" means a minor street used primarily for vehicular service access to the back or side of properties abutting on another street.
- "Collector streets" means streets penetrating neighborhoods, collecting traffic from local streets in the neighborhoods and channeling it into the arterial system. Ъ.

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- ç. "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
- ρ traffic and intended to be extended or continued in the future "Dead-end street" means a street temporarily having only one outlet for vehicular
- O storm drainage pipes. individual properties and to provide right-of-way beneath it for sewer, water and "Local street" means a road intended to provide access to other roads from
- f serving major metropolitan activity centers, the highest traffic volume corridors, the longest trip desires and high proportion of total urban area travel on a primarily for through traffic carrying heavy loads and large volume of traffic, usually on a continuous route. "Principal arterials" means street and highways major portion of trips entering and leaving the urban area, as well as the majority provision of travel service to major traffic movements. This system carries the minimum of mileage. Service to abutting land should be subordinate of through movement desiring to bypass the central city. street (principal arterial)" means a general term denoting a highways highway the
- úσ arterial or collector street, providing access to abutting properties and protection from arterial or collector streets (also called "frontage streets"). "Marginal access street" means a local or collector street parallel and adjacent to an
- ij. subdivided abuts on only one site. "Perimeter street" means any existing street on which the parcel of land to be

17.08.580. Town.

these regulations and including revisions thereto § 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

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

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.

facilities and services within Carbon County in order to better locate and orient the area in question 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

Walkway

along the side of a road or not. 17.08.620. Walkway. Walkway means a dedicated public way, four feet or more in width, for pedestrian use only, whether

§ 17.08.630. Yard.

§ 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 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 accessories, ornaments and furniture may be permitted in Title 18 of the Saratoga Town Code. requirements limiting obstruction of visibility. As listed in Title 18 of the Saratoga Town Code.

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

Zoning Officer

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

CHAPTER 17.12 ADMINISTRATION AND ENFORCEMENT

Administration. 17.12.010.

hese regulations shall be administered by the Saratoga Planning Commission and their designated Zoning Officer.

Enforcement generally. § 17.12.020.

- 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. ci
 - 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. 8

§ 17.12.030. Violations—Penalties. W.S. 1977, Section 18-5-314, specifies the penalties for violators of the county subdivision laws and 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. regulations.

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

CHAPTER 17.16 APPLICATION AND GENERAL PERMIT PROCEDURE

7.16.010. 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.

- within the community fully reviewing Title 17 in its entirety is required by the developer timelines and answer questions. If an individual is contemplating the subdivision of land 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 and or his/her agent.
- Applicant must submit the following to the Zoning Officer. 7
- An application for subdivision permit provided by The Town.
- The current application fee as established by resolution of the Town Council. Ъ.
 - A Preliminary Plat as described in chapter 17.20. o d
- Construction plans for applicable improvements identified in chapter 17.28. developed by a licensed engineer in the State of Wyoming.

 i. If the application is one for an alteration of an existing subdivision, and any
- subdivision from the existing subdivision. If the lots are to remain within their 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 prescribed subdivision the plat shall be created as an Amended Subdivision Plat and no vacation procedure is required.
 - the purchased property into one subdivision, the 7 existing lots must be vacated from their existing subdivision. acres and 7 lots of an existing subdivision and wished to turn all i.e. if Bob buys a tract of land containing an undeveloped
 - The vacation procedure shall run concurrent with process described in this section 17.16.010. :≓
- environmental review due to any state or federal requirement, the developer shall If the location of the development, size of the development triggers an provide their contact and procedural plan to complete the review. aj.
- Schedule and attend a post filing meeting with staff. æ,
- Commission shall review the Preliminary Plat for its adherence to the code. No public hearing will be required for the the Planning the application filing, days of Within 30 4.

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- S 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 lighting, signage, fiber, gas, curb and gutter, and open space improvements identified in section 17.28 including but not limited to water, sewer, roads described in section 17.20 along with an application for Final Plat Approval. The applicant shall submit a Final Plat as any construction plans for the required public
- 6 the proposed Final Plat application. The Zoning Officer shall publish notice in the newspaper which shall be a minimum of 15 days prior to the hearing of record, the time and date of the public hearing. Two notices shall be published, one of At a regularly scheduled meeting, the Planning Commission shall hold a public hearing on
- 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.

 i. i.e. the Saratoga Carbon County Impact Joint Powers Board will need to
- approve the design for sewer and water extensions
- .7 shall be delivered in deliberate on the application. Public notices shall be provided for the special meeting make a determination on the Final Plat no later than 30 days after the public hearing on said 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 may approve with conditions, approve without conditions, or deny with reason. After the completion of the public hearing reference above, the Planning and Commission required by Wyoming State Code. necessary, the Planning Commission may hold a special The decision meeting Planning
- the amount of lots with a decrease in lot size etc. substantial changes include addition or reduction of Public Rights of Way, increase in the Planning Commission deems substantial changes are required for the Final be in compliance with these regulations steps 5-6 of this process shall d. The publication requirements in line 5 shall apply. Examples
- ġ. proposed public improvements and open space development agreement for the construction, acceptance and dedication of all 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 If the Planning Commission recommends approval of a Final Plat and the
- or makes a decision on the Final Plat. This agreement must be drafted before The Town Council holds a hearing
- applicable. For reference even a 10 foot extension of water mainline would be If no public improvements are required for the subdivision this step is not considered a public improvement
- ∞ 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 publication requirements in 17.16.010.6 of this section shall be adhered to. meeting, shall make a determination on the application. The Town Council shall no required, but may choose to hold an additional public hearing on the application.
- Approval of a Final Plat shall be made by a resolution of The Town Council
- approved by The If the development of the subdivision requires improvements, no Final Plat shall be recorded at the office of the described in section 17.28. methods of acceptance upon completion, and necessary financial assurances as Tice of the County Clerk until a development agreement has been Town and Developer describing the improvements required, the
- c Any denial of the Final Plat by The Town Council shall be returned to the applicant
- d with findings supporting the decision.

 A determination on the Final Plat, and any other applicable agreements shall be made Commission. recommendations. days The meeting date in which the determination on the Final Plat was e Planning Commission shall constitute the delivery of written
- 9. to the applicant, one filed at Town Hall and one copy for recordation by the Zoning Officer. 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 Town Council will endorse approval on all Final Plats by signing alongside the mayor,

- 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. 10.
- No Final Plat shall be recorded until all costs are reimbursed to The Town by the applicant. publication, postage, and recording fees. The Zoning Officer shall invoice the developer for costs shall include but are not limited to the permit application these costs. 11.
- 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 Upon approval of The Town Council, a subdivision permit shall be issued to the developer. the future owner of facilities. i.e. plan and profile for the water line shows a new gas line at permit to construct is required by the Wyoming Department of Environmental Quality. Nor 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 shall it be construed as an approval to install improvements in a way that is in conflict with standards as well the construction standards of all future owners of said facilities. 12.
 - 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.
- certificates of prior to required development improvements are being constructed and and acceptance of said improvements, the issuance of building permits 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

§ 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

Plat(s) \$ 17.20.010.

- Preliminary Plat: The initial Plat submitted with the subdivision application shall be titled Preliminary Plat.
- County Clerk it shall be submitted as and titled as a Final Plat. All alterations to Final Plats 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 will be made prior to the publication of the hearing for said Plat. cί
- Both Preliminary Plats and Final Plats shall contain the contents described in Section 17.20.020 (4.)
- 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) If the Proposed Plat is one altering an existing subdivision it shall be title an Amended of this Title 4.

§ 17.20.020. Plat content requirements

- 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.
- Name of subdivision, date, graphic scale, north arrow; ri

 ω Name and address of property owner, subdivider (if other than owner) and developer;

- 4. boundaries or other public properties and significant features shall be shown within and adjacent to the plat; Location dimensions and names of existing streets, railroads, easements, municipal
- S 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
- 6 hundred feet per inch. accurate survey in the field. The plat shall be prepared at a scale of not smaller than one All exterior plat boundary lines with lengths of courses and bearings as determined by an
- 7. Exact location, right-of-way and names of all streets within and adjoining the plat
- ∞ bearings of chords of all applicable streets within the plat area. Radii, internal angles, points of curvature, tangent bearings, lengths of arcs and lengths and
- 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 MAINTENANCE OF STREETS OR ROADS." It should be noted that there is no agreements for the sale and purchase of lots within the subdivision showing the maintenance is contemplated, the subdivider shall put a legend on the plat of the or accept any remain private and The Town Council shall be under no obligation to repair, maintain be done in congruence with section 17.28.060.1.c. mandate for The Town to provide police protection on private roads. This shall only alleys on the advertisements for the subdivision and on the contracts or dedication of such roads to the public use. If no such and roadways showing Ħ. capital letters ON,
- Ξ. 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 their licensees, visitors, tenants and servants. than streets which are intended for the exclusive use of the lot owners in the subdivision. 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
- 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 accompanied by his or her registration number. determined shall be included in the plat. The signature A statement by the land surveyor explaining how bearings were of such surveyor shall be
- services to the property. A sanitary statement describing what entity if any will be providing sewer and water
- construction of all required subdivision and off-site improvements designated engineer shall prepare and submit written cost estimates for the
- 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
- that the person who offers any part of this subdivision for sale or who solicits any The subdivided land and appurtenances will be conveyed free of all encumbrances and encumbrance and subject only to a proportionate share of real property taxes or title, subject only to noted reservations or restrictions of record, but free offers for the purchase thereof, directly or through agents, may convey merchantable

assessments charged or assessed for the year in which any such sale may be legally

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

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
- Existing topographic contours at an interval of not greater than five feet shall be shown. તાં
- drains, power transmission lines with capacities and direction of flow within and adjacent Location of existing utilities, including but not limited to sewers, water mains, to the tract and showing proposed connections.
- Proposed installation of utilities shall have plan and profile as a part of the construction 4.
- Location, right-of-way and pavement width of proposed streets and utility easements laid out according the requirements of this title and any other applicable local, state and federal regulations. 5
- If required portray the grade adjustments required to comply with the Town's floodplain 6

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:

- All applicable statutory provisions;
- The Saratoga zoning ordinance, building codes and all other applicable laws of The Town; ч
- 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; 4
- The rules of the State Highway Department if the subdivision or any lot contained therein abuts a state highway or connecting street; Ś.
- Town and all boards, commissions, The agencies and officials of the local government; and The standards and regulations adopted by 6.
- Plat approval may be withheld if a subdivision is not in conformity with the guides or policy and purpose of these regulations. 7

Land and Lot Layout § 17.28.020.

Unsuitable land.

subdivision for steep slopes, rock Commission finds to be unsuitable drainage, to flooding, improper Land which the Planning development due

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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 inhabitants of the subdivision or its surrounding areas, shall not be developed unless 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 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 in the design of the proposed subdivision. recommendations from the local conservation district have been taken into account Officer and Planning Commission. The subdivider shall provide evidence that subdivider shall provide these recommendations to the and flooding Zoning

Subdivision name.

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. The proposed name of the subdivision shall not duplicate or too closely approximate

4. Lot and Block Layout

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

d. Blocks.

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

§ 17.28.060. Streets, Alleys and Access

Layout and Design

- a. continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) in so far 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 The arrangement of streets in new subdivisions shall make provision for the adjoining property convenient access to it. when they Plat their own land and seek to provide
- Ď. Minor streets shall approach the major or collector streets at an angle of not less than eighty degrees.
- 9 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 for which a master street plan has been adopted. For territory where such street plan width designated on the master street plan wherever a subdivision falls in an area

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.

- 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. o.
- f. Minor Terminal Streets.
- i. Minor terminal streets (cul-de-sacs) shall be no longer than four hundred feet 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 terminated and no future road expansion designed shall be to the beginning of the turnaround. Each cul-de-sac must be terminated by designed in in congruence with this section. permanently
 - 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 ii. Where a street is designed to remain only temporarily as a dead-end street, long as the dead-end condition exists.
- Street Grades. Except where due to special circumstances, street grades over any sustained length shall not exceed the following percentages: ьio
 - 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.
- 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. þ.

2. Access to Lots

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

§ 17.28.090. Dedication of land-Open Space-Schools.

- 1. When Land Dedication Required
- If a 1/2 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. æ,
- 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. þ.
- 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: ပ

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

진진

3	02	3.9	
1,000			

- 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 ½ mile boundary described in subsection 1.a. to The Town in lieu of land dedication shall be used to improve the park within the
- the Final Plat in accordance with the following: Fair market value shall be determined prior to approval by The Town Council of
- The Town and subdivider may agree as to the fair market value
- 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 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
- the recording of the Final Plat with the Carbon County Clerk. All land and fees received under this title shall be legally transferred to The Town prior to
- 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 If the developer is paying a fee in lieu of dedicating land determined by this title collateral, land of equal value to the fee should the developer fail to provide the funds within one year
- Land being dedicated as a park shall be legally transferred by deed
- 4. agency, shall 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 Where it is determined that a greater amount of land than that required in this title is required the approved Preliminary Plat. so indicate the open space or school site requirements to the subdivider on meet the master plan requirements for that area of The Town;
- agency within one year immediately following the recording of the Final Plat, any must offer to sell at a fair market excess of that required by the provisions of this title land so designated for school sites or any land designated for park or open space The subdivider at the time of filing the Final Plat with the Planning Commission price to The Town or other appropriate public
- <u>5</u> 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 of this title. areas may be subdivided into lots and blocks in accordance with the requirements

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 § 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 following improvements shall be installed; utilities can be own expense, achieved. install certain public improvements. Allowing for safer more convenient future excavation. This section may also be applicable Where required the

Water Supply.

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 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 Town plans showing the location and size of proposed water lines and fire hydrants and Public Works. Main lines shall be installed along a lot line of every lot in the subdivision Town's adopted master water and sewer plan and the specifications of the Director of The subdivider shall install lines throughout the subdivision in conformance with 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 also existing water lines to which a connection is to be made. Information concerning the shall furnish to The

- constructed to the specifications required by water system. This will be done to eliminate the need of excavation in new lines to each individual lot in order for lot owners to access The Town's time of the development constructed in the subdivision. The Town of Saratoga at the Service lines
- line of the lot to be served. Service lines shall terminate no more than 5 feet from the property

An impact fee shall be paid into the water enterprise fund by the infrastructure by the local government. The fee to be paid will be the current impact fee established by resolution at the time of acceptance constructed newly the acceptance of uodn of improvements. developer :=:

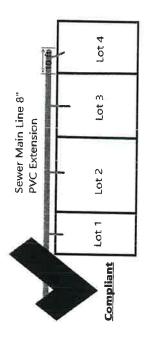


Figure 2, Diagram showing compliant main line extension

Sewage Disposal.

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 The subdivider shall connect with The Town sewer system and must provide sewer shall be installed along a lot line of every lot in the subdivision and shall be run a in order for a lot to install services line to said lot. (see figure 17.28.100.1.a.iii above). minimum of ten feet along said frontage of a lot

- 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 constructed to the specifications required by The Town of Saratoga at the sewer system. This will be done to eliminate the need of excavation in new Service lines shall constructed in the subdivision. time of the development. asphalt roads
- 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 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. :=
- manner that each new lot has direct access from one or more lot lines. This access Power. The subdivider shall be required to install underground power in such a point shall terminate within 8 feet of said lot line. ₩.
- supply issue be corrected in the future. The gas supply shall be installed in a manner Natural gas. The subdivider shall install appropriately sized gas lines within the natural gas system within the community cannot at the time of the development that each new lot has direct access from one or more lot lines. This access point subdivision as determined by the gas supplier. If the gas supplier operating the provide enough gas to serve the subdivision the developer shall be required to install the appropriate appurtenances as determined by the supplier should the shall terminate within 8 feet of said lot line. 4.
- the subdivision the developer shall install a duct in which fiber can be ran to each ot 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. If fiber optic is not available to Fiber Optic. The subdivider shall install underground fiber optic cable in such a in the future. 5
- Street Grading and Surfacing. All public and private streets and private access rightsof-way within the proposed subdivision shall be graded and surfaced with asphalt pavement in accordance with the Town of Saratoga's Street design specifications. 6.
- 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 Curbs and gutters shall be installed on existing and proposed subdivision is being created adjacent to an existing subdivision currently containing Curbs and Gutters. curb and gutter. -,
 - 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

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- ġ. newly proposed if it meets the following criteria. As it pertains curb and gutter requirements a subdivision shall be considered
- :-: 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. number and installed in such location as determined by The Town
- 9 subdivision. community to have an adequate number of streetlights installed within the proposed arrangements Lighting. with 1 The Town of Saratoga and the power is the responsibility of the developer to make provider appropriate within the
- At a minimum streetlight(s) shall be installed at the following formula.
- 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.
- Ď. Asij 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.
- Ξ: It involves the creation of more than 4 new lots. Requires public
- 10. Street signage the developer shall be responsible for installing street signs including name, stop and yield in a manner consistent with MUTCD standards and approved by the town.
- Monuments. Number of the land surveyor responsible for the establishment of such monument. Also affixed securely to the top of each monument the initials and the Wyoming Registration land surveyor, licensed in the state of Wyoming. All monuments shall be marked and have required in this title. affixed shall be sufficient information to identify the monument. The applicant shall place permanent monuments on all boundary lines as The monuments shall be placed under the supervision of a registered
- with the Carbon County Clerk. All monuments shall be properly set in the ground prior to filing the Final Plat
- The external boundary shall be monumented with monuments of concrete with a securely attached cap. inches in diameter, twenty-seven inches in length, and marked on top or metal. Where practicable, monuments shall be a minimum of two
- **:**: points in any line. Reference monuments or witness corners shall be used all curves at the point where a curve changes its radius and at all angle four hundred feet apart in any straight line and at all corners at each end of All boundary monuments shall be placed to be not more than one thousand where it is not practicable to set a monument at the actual corner location.

17.28.110. Development Assurance(s)

§ 17.28.110. Development Assurance(s)

All improvements required in this title shall be guaranteed. All improvements shall be dedicated to The 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 personal to another actions. 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 exceed two years. Extensions of this period shall be granted only upon timely application by to the Town Council and upon consent of the issuer of the assurance and the Town Council. completion of the required improvements within the time period determined by the Town Council, not to the subdivider

Assurance Options

Performance bond.

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 required in these regulations. also secure all lot improvements on the individual lots of the subdivision as The applicant may post a performance bond at the time of application for final

Such performance bond shall comply with all statutory requirements and shall be satisfactory to The Town attorney as to form, sufficiency and which required improvements must be competed shall be manner of execution as set forth in these regulations. The period specified within

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 Extensions of this period shall be granted only upon timely :=
- 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. Ξ

b. Escrow account

account is to be employed, the subdivider shall file with The Town Council his or 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 The subdivider shall deposit cash or collateral readily convertible to cash at face

- her agreement with the bank guaranteeing the following:

 i. 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;
- improvements, the bank shall immediately make the funds in escrow available to The Town for the completion of these improvements. the to complete And that in case the subdivider fails :=

c. Trust agreemen

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 resclution. 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 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 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 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 number of lots involved shall be determined at the discretion of The Town. account be transferred to The Town. The Town may require improvements be installed in stages and that lots be sold in stages. subdivision to cover improvement costs on a prorated basis.

e. Third party trust agreement.

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 The subdivider may place title to the subdivided property in trust with a third party The trust shall include an agreement between the trustee and The Town that title escrow agency or trust company authorized and licensed to do business in the state. 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 installed in compliance with standard specifications.

f. Construction prior to Final Plat recordation.

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 If the subdivider chooses to construct the required improvements prior to the to in this title must be presented to the Planning Commission and The Council prior to the recordation of the Final Plat.

17.28.230. Inspection.

§ 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 improvements. and specifications, the applicant shall be responsible for completing the improvements.

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- Release on Reduction of Improvement Guarantee.
- 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.
- 5 Upon completion of the improvements, the subdivider shall file with The Town Council a statement stipulating the following:
- That all required improvements are complete:
- Ġ specified by The Town Council for their construction; That these improvements are in compliance with the minimum standards
- Ċ improvements That the subdivider knows of no defects any cause in these
- <u>Q</u> And that these improvements are free and clear of any encumbrance lien
- 'n 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. accept the dedication of those improvements by official resolution of The Town Council 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 If the designated engineer, applicable boards and appropriate provided, that all statements and agreements specified in this section have been received for that portion of the improvements Town may accept the dedication of any portion of the required improvements: Town Department Head(s)

§ 17.28.240. Maintenance.

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

Deferral or waiver when

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 conditions, the provision of any or all such improvements as, in its judgment, are not requisite in the Saratoga Town Code The Planning Commission may defer or waive at the time of final approval, subject to appropriate

§ 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 adhere to the following provisions: method are not eligible to have building permits issued. Building permit issuance shall
- prospective occupancy and by police and fire equipment, prior to the issuance of an The extent of street improvement shall be adequate for vehicular occupancy permit
- Ò until all public improvements required by the Planning Commission for the No building permit shall be issued for more than 20 percent of lots in a subdivision, Plat have been fully completed and dedicated to the local government
- 0 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

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. 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 terms of any development agreement and or this Title. take any specific action upon the developer should the developer fail to comply with the of a certificate of occupancy to a property owner does not require The Town to the subdivision regulations cannot be performed the Zoning Officer may

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

§ 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 required thereto. contained in this title.

CHAPTER 17.32 VARIANCES

nullifying the intent and purpose of these regulations. The Planning Commission shall not approve 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 unless it finds based upon the evidence presented to it in each specific case that:

- The granting of the variance will not be detrimental to the public safety, health or welfare or injurious to other property; or
- 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; \dot{c}
- specific property involved, a particular hardship to the owner would result as distinguished Because of the particular physical surroundings, shape or topographical conditions from a mere inconvenience, if the strict letter of these regulations is carried out; or 3
- The variances will not in any manner vary the provisions of the zoning ordinance, master plan or official map. 4.

§ 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

SECTION 5: SEVERABILITY

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

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

day of November, 2024. PASSED ON FIRST READING on the

day of November 2024. PASSED ON SECOND READING on the

day of December, 2024. PASSED, AND ADOPTED ON THIRD READING on the

ATTEST:

APPROVED:

Jenn Anderson, Town Clerk

Chuck Davis, Mayor

(Stamp Town Seal Here)

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Subject: Letter of Interest for the Saratoga Recreation Board

To whom it may concern,

I am writing to express my interest in serving on the Saratoga Recreation Board. I believe that my background and passion for community service make me a suitable candidate for this position.

I am committed to enhancing recreational opportunities for all residents of Saratoga. I understand the importance of providing diverse activities that promote health, wellness, and community engagement. I am eager to contribute my ideas and support initiatives that will benefit our community.

Thank you for considering my application. I look forward to the opportunity to discuss how I can help further the mission of the Saratoga Recreation Board.

Sincerely,

Cody Burdett

314 N. 2nd St.

307-343-5030

burdett20@gmail.com

South Central Wyoming Emergency Medical Services PO Box 1192 / Saratoga, WY 82331 / info@scwems.com December 16, 2024 6PM Official Minutes Hanna Fire Station

The meeting started at 6:05pm on Monday, December 16, 2025. Those present in person were Irene Archibald, Mayor Morgan, Irene, Director Stayton Mosbey, and Bookkeeper Mandy Goodwin. Those present on Google Meets were Kenzie Strauch, Jayson Nordquist, Penny Layman, and Marie Christen.

Additions/Corrections to the Agenda – Director Mosbey added review of the iSpy policy to Old Business. Kenzie Strauch made a motion to approve the agenda, Jayson Nordquist seconded. Motion carried.

Introduction of Guests – No guests present.

Approval of meeting minutes - Jayson Nordquist made a motion to accept the November minutes. Penny Layman seconded. Motion carried.

Correspondence – No correspondence.

Financials/Bookkeepers Report

Bookkeeper Mandy Goodwin reviewed the financials and we have received \$48,843.62

- 1) Debit card transactions in the amount of \$2,241.27;
- 2) Unapproved bills paid since last meeting in the amount of \$12,645.62;
- 3) Bills to be paid after approval in the amount of \$10,552.47;

Mayor Morgan Irene made a motion to approve the financials and pay the bills. Jayson Nordquist seconded. Motion carried. Mandy went through the treasurer's report with the board and Medicare money is now being received but there is still quite a bit that still needs to come in. Penny Layman made a motion to approve the Treasurer's report. Kenzie Strauch seconded. Motion carried.

Old Business

- Status of Hanna Station We will be talking to Darrin Jennings about getting the land bought after speaking to the engineering company.
- EMSMC Medical Billing Company Wakefield asked why we were leaving them. We let them know that 1) turnover is detrimental to us, 2) they aren't collecting money for us 3) they aren't helping us to collect Medicare, 4) cumbersome to collect reports and 5) went from \$80,000 to \$300,000 needed to collect from patients. Come to find out, the team we were dealing with was not represented by that company. Wakefield is going to talk to their teams and get back with a plan of action into moving into

Item 23)

the new program.

New Business

- Intuit QuickBooks/Payroll Subscription We used to make 2 payments, one for QuickBooks and one for payroll. They bumped us to a new program and are now paying for a monthly subscription for each employee. Mayor Morgan Irene made a motion to purchase the subscription. Kenzie Strauch seconded. Motion carried.
- Wyoming Dept of Workforce Services Survey 2025 report Bookkeeper Mandy Goodwin updated us on a survey that will be ending soon.

Executive Session

- Mayor Morgan Irene made a motion to enter Executive session to discuss matters involving personnel, litigation or other matters deemed confidential by law. Penny Layman seconded. Motion carried at 6:40pm.
- Jayson Nordquist made a motion to exit executive session noting no action was taken at 7:12pm and noting to approve and seal the minutes from the session. Mayor Morgan Irene seconded. Motion carried.

Any Further Business / Good of the order - no further business.

Adjourn

Jayson Nordquist made a motion to adjourn at 7:12pm. Penny Layman seconded. Motion carried. Next meeting: January 21, 2024, 6pm, Saratoga, WY

Respectfully,

Marie Christen

Marie Christen Secretary

Date Irene Archibald, Chairperson