PUBLIC NOTICES

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 1ARTIFICIAL, 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 I. DEFINITION OF TERMS

1.1 Terms, 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 pennit 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 non- combustible 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.

(j) "Public Ways" shall mean the surface of and the space above and below, any public street, highway, bridge, aJley, 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.

(l) "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 $\operatorname{necessary}$ 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. 2.2 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. 2.4 <u>Rights Reserved</u>. 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. 2.5 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. 2.6 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.

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 <u>No Accord or Satisfaction</u>, 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.

3.3 <u>Reporting</u>. 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

and make necessary tests.

SECTION 6, LIABILITY ANO INDEMNITY

6.1 <u>Indemnit:y</u>. Grantee shall indemnify, defend, and save the Town harmless from all 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 $\cos ts$ 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.

6.2 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 \cdot 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

 $9.1 \underline{\text{Transfer}}$, Grantee shall notify Town forty-five (45) days pnor 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.

10.2 <u>Scverability</u>. 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

SECTION 3. Franchise FEE

3.1 <u>Franchise Fee</u>.

(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

(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 or 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.

4.3 <u>Maps and Plats</u>, Upon request, the Company must promptly and confidentially provide the Town complete and accurate mapping information for any of its Gas Facilities.

4.4 Gas Utility Locates, Grantee will locate gas facilities in accordance with Wyoming statute, to include locates for planning and design projects.

4.5 <u>Relocation at Request of Town</u>, 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 Gas Utility System Design Review Process. 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 stmctures, apparatus, mains, pipe and other equipment and render efficient service in accordance with the mies 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 the remaining portion hereof.

 $10.3\ \underline{Acts\ of\ God}.$ 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

700 I 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 <u>Remedies Cumulative</u>. 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 Compliance with Applicable Law. The parties shall at all times be subject to and shall comply with all applicable Federal and State laws and regulations.

10.9 Time is of the Essence. In determining whether Grantee has substantially complied with the Franchise, the parties agree that time is of the essence to the Franchise.

10.10 Descriptive Hcadings, 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

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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 this 3rday of February, 2025 TOWN OF SARATOGA, WYOMING

Wildland Apparatus **Carbon County Fire Department Minimum Specifications**

The Carbon County Fire Protection District will receive sealed bids for two (2) 2024 or newer (no used vehicles), NFPA compliant, allwheel drive, 4 door crew cab, Wildland Brush Trucks, bid number 2025-3 personally delivered or U.S. Mail or Emailed in the Carbon County Fire Protection District Office, 812 E. Murray St. Rawlins, Wyoming 82301 until 2:00 P.M., March 19, 2025, at which time the bids will be publicly opened at the District Office. Bids must be valid for at least 30 (thirty) days from the due date.

Bidding documents are available from the District office at the address shown above, or by downloading them from the District website at www.carbonwyfpdcom.

The Carbon County Fire Protection District reserves the right to reject any and all bids, to accept deviations from the specifications and to waive any formality or technicality in the bidding in the sole discretion of the District.

Minimum Requirements:

Chassis: A Ram 5500, Four Wheel Drive Chassis with a Cummins Diesel Engine or a Ford F-550, with a 6.7L Diesel Engine or Chevrolet 3500 equipped with a 6.6l Turbo-Diesel V8.

- Minimum 19,500 LB. GVWR.
- Automatic Transmission.
- Limited slip rear axle, 4.88 ratio.
- Front and $\hat{R}ear$ heavy duty tow hooks.

A spare tire/wheel to match size to the vehicle will be provided and mounted on or within the tank area of the apparatus. A jack and lug wrench will also be provided.

The chassis will be WHITE in color.

The chassis shall be equipped with a custom heavy-duty plate style front bumper/grill guard. The front bumper/grill guard shall meet the requirements of NFPA 1906 current edition. The front bumper/grill guard shall be designed so that it does not affect the chassis manufacturer's warranty. The front bumper/grill guard shall be designed so that it does not negatively affect the chassis approach angle. The front bumper/ grill guard shall be equipped with a fully mounted 16,500 pound Warn Winch. The front bumper/grill guard shall be equipped with two (2) integrated external tow eyes with a rated capacity sufficient to mount a 16.5k winch and to extricate the apparatus if necessary. All exterior surfaces of the entire grill guard assembly shall be coated with a minimum 1-2 mm flat black powder coated finish. The front bumper shall contain a license plate mounting position with holes or a bracket for mounting.

- Installed 16.5 Winch
 - Transfer case skid plate.
- An air intake with ember separator installed if
- available. Cruise control. Trailer tow package with integrated OEM brake

controller.

- Mounted Minimum Class IV receiver hitch. Center console with room for emergency supplied radio(s), and storage.
- switches, maps, Steel Painted Wheels.
 - Cab Air Conditioning.
 - Equipped with an audible back up alarm.
 - Rear View Backup Camera
 - AM/FM Radio.
 - Power Door Locks.
 - Power Windows.

 - Off Road Rough Terrain Tires. Front Fog Lamps.

 - Cold Weather Package.
- Heavy Duty Front Suspension if Available. Voltage Monitoring Auto Idle Up System if Available.

115 Volt Auxiliary Power Outlet.

A Municipal Corporation

-s- CHUCK DAVIS, MAYOR ATTEST: -s- Jennifer Anderson, City Clerk (SEAL)

BLACK HILLS WYOMING GAS LLC dba BLACK HILLS ENERGY

-s- Rachael Allen, General Manager

front bumper, sides of the vehicle, rear of the vehicle, and on the roof of adequate sizing. Gold leaf type agency name decal will be affixed to both the front driver side and passenger side doors. Final approval shall be obtained prior to installation based upon a drawing or rendered photograph showing exact placement, color, and configuration.

Placards and Labels - All required signs, plates and labels shall be permanent in nature and securely attached and shall meet the requirements of NFPA 1906 current edition, and UL 969, Standard for Marking and Labeling System. Pump Package:

A polypropylene tank with baffles and a metering system of with a minimum 300 gallon water capacity.

Integrated class A foam cell of at least 7 gallons but not exceeding 12 gallons.

Metered class A foam system. ٠

Side and Rear LED work lights that are permanently mounted and non-telescopic in nature.

An electric start diesel powered pump engine with an integrated fuel system, quiet mufflers and automatic water pressure loss /oil pressure loss shut down.

Water pump capable of producing at least 100 GPM at 150 PSI; 100 GPM at 250 PSI; and 65 GPM at 350 PSI

An auxiliary primer pump will be provided.

Plumbing - All plumbing shall be stainless-steel with high pressure flexible hose where appropriate. Sweeping elbows and tees shall be used to improve flow. Victaulic couplings shall be used where appropriate to allow easier disassembly for maintenance. The stainless welds shall be cleaned and polished. Deck mounting of plumbing components shall be maximized to the greatest extent possible to eliminate hanging fixtures and minimize component shifting, loosening, etc.

Apparatus will be equipped with an electronic water and foam level monitoring system. A monitor for each tank will be mounted on the interior of the apparatus and at the rear.

4" liquid filled discharge pressure gauge, labeled in PSI with a minimum range of -30-0-450.

All discharges will be provided with caps and chains.

Hannay type electric rewind, booster hose reel with roller guides on both sides. with an outlet plumbed for 1" NH thread.

Electric rewind control buttons will be installed so operator can rewind the reel from the ground in a standing position on either side of apparatus unless the reel is mounted to the rear. The rewind button shall be configured so it will not be inadvertently activated.

150' of 1" Rubber booster hose will be provided. The hose shall have a minimum working pressure of 800 psi.

The tank to pump valve will be easily accessible with an extended handle.

A minimum of (2) 1 ¹/₂ "rear discharges. •

Valve numbering system in accordance with current DOI/USFS Standards

 $The \,pump\,and\,all\,related\,equipment\,will\,be\,tested$ for proper operation prior to delivery.

Remote mounted front spray bar with independent side controls.

Configured with drains in low spots to aid with winterizing pump and plumbing.

Plumbed for an air blowout to winterize pump and plumbing.

Body/Compartments:

The compartments will be configured with adjustable shelving with at least one but no more than three shelves being provided per compartment. The compartments and shelving will be treated with a protective coating or be constructed of a durable material (e.g. stainless steel, resin composite, etc). All shelving must be user adjustable.

All compartments will have door switched NFPA 1906 Electrical Testing

1st Reading: January 3, 2025 2nd Reading: January 21, 2025 3rd Reading: February 4, 2025

Legal #9130 Published in The Saratoga Sun March 13, 2025

All compartments will be lined with "Turtle Tiles" or similar lining material.

The driver side will have an additional storage box, at least 60" in length constructed of materials matching $\ensuremath{\bar{the}}$ rest of the bin system. The fit and trim of the compartment shall be integral with the lower compartments in both aesthetics and function. One (1) horizontally hinged, overhead lift-up door shall be located on the outboard side of the module. The module shall be equipped with a drain to allow moisture out but prevent moisture from entering.

The passenger side will have an aluminum open basket with dimensions of 55" wide x 14" high x 20.5" deep. The fit and trim of the compartment shall be integral with the lower compartments in both aesthetics and function. The aluminum basket will have "tie-down" provisions spaced evenly along the top edges and have a perforated floor to allow liquids to drain.

Both sides of the apparatus body will be fitted with a stainless-steel railing protection system. The purpose of this railing will be to prevent any equipment stored on the top of the apparatus from sliding off as well as providing tie-down points for stored equipment. The rails will be 1.25" diameter tubing. The top railing shall be approximately 12" in height. The railing shall have capabilities of up to 300 pounds without distortion and shall be secured to the side packs in such a manner that using them as grab handles/rails shall not tear the uprights out of the side packs. The rails shall start at the cab guard, travel along the outer edge of the apparatus and terminate at the attached bin (driver side) and basket (passenger side).

Located at the rear of the apparatus, a hose bed will be provided for a 1 1/2" truck protection line. This will be configured to pull from the rear of the apparatus.

All compartments will be equipped with a door ajar warning light in the cab visible to the operator. Emergency Light Package:

LED NFPA compliant emergency light package. All lights will be of a low profile design in order to limit snagging on tree limbs. The colors will be Red, White and, Blue.

Traffic advisor directional light bar shall be installed at the rear of the apparatus body, mounted to the crossover platform from with a weatherproof electrical quick disconnect feature. The control head shall be mounted in the cab console and shall offer control of the flash pattern for the traffic directing signal. The control head shall indicate the current directional signal in use. Siren:

A 100 watt minimum electronic siren will be provided and installed with external speaker. Manuals:

A full set of operating manuals for all major components will be supplied.(e.g. chassis, foam proportioner system, hose reel, pump motor, light bars, etc)

Loose Equipment:

(2) 10' lengths of 1.5" hard suction hose with fittings will be provided. An Elkhart model S-200 or similar adjustable

booster hose nozzle will be provided. Mounted Wheel Chocks accessible from the

driver's side.

Keys - A minimum of two (2) complete key sets including: chassis ignition and door electronic key fobs and a minimum of four compartment keys.

Decals - The following list of self-adhesive labels shall be included as loose equipment:

- Two (2) "FIRST AID" labels approved
- Two (2) "FIRE EXTINGUISHER" labels
- Four (4) fuel storage compartment labels
- Two (2) additional Fluid Data labels

 - Two (2) "Do not exceed MPH' labels

Manual hose reel crank.

Striping and Graphics

All stripes are per NFPA standards and ASTM D 4965, "Standard Specifications for Retro-reflective sheeting for Traffic Control" unless otherwise specified.

A black reflective stripe shall be affixed to the perimeter of the apparatus. Striping on the engine sides shall cover at least 50-percent of the cab and body length, following the natural contour of the equipment.

Rear Chevron Graphics - At least 4.00-inches, not to exceed 8.00-inches, of chevron striping, red and yellow in color, shall be provided on the vertical rear facing surface of the apparatus body and the edge of the bumper shall be included. The pattern shall slope downward and away from the centerline of the vehicle at an angle of 45-degrees. If a single 4-inch-wide vertical surface is unavailable, multiple strips may be used. Chevron striping shall cover as much of rear surface as practical.

Reflective DOT Red and White Striping for Doors - A 1" to 2" white and red reflective stripe shall be installed on all vertically hinged interior compartment door faces near the $% \left({{{\mathbf{x}}_{i}}} \right)$ edge(s). Red reflective stripe(s) shall be installed on the bottom edge of the chassis cab doors. The reflective striping shall meet and/or exceed the current edition of NFPA 1906.

Specific Department Striping -Agency determined unit identifiers will be affixed to the vehicle on the interior lighting.

At least one compartment will configured to be ventilated for storage of flammable liquid containers.

All compartments will be configured with rubber seals to prevent moisture or dirt from entering compartment.

On the aft of the vehicle there will be a $\operatorname{compartment}$ and/or access to suction hose. It is preferred that this is a horizontally hinged, drop-down door. The door shall be positioned as high as possible and shall have a small rubber bumper placed on the outside of the door to prevent contact with the apparatus. Three (3) aluminum square tubes shall be mounted as high as possible and transect the passenger side front compartment and passenger side long horizontal compartment. The tubes shall be mounted in a manner that allows each suction hose to be easily remove or stored with the foot valve and strainer attached.

All latches shall be of a two-step slam-type design, with a single-point latching operation. Matching striker bolts shall be utilized with all latch assemblies. All striker bolts shall have slotted mounting holes and shall be attached with bolts to captive steel plates in the body structure for strength and ease of adjustment. The strikers shall be installed on a level axis and shall not be crooked. Welded striker bolts or plates shall not be acceptable.

tests shall be performed in accordance with NFPA 1906 current edition.

Please Label the bid Wildland Engine 2025-3

Bidder understands and accepts responsibility, if bids are sent electronically by email, they may not be received by the district, therefore not eligible for consideration.

The Carbon County Fire Protection District reserves the right to reject any and all bids or to accept any bid which, in its sole and absolute judgment, shall under all circumstances best serve the district's interest. No bids will be considered that are received after the scheduled time. The district reserves the right to waive any and all formalities of any bid.

Questions about these specifications should be addressed to Fire Warden, John Rutherford at (307) 320-7964.

Legal #9124 **Published** in The Saratoga Sun March 6 and 13, 2025

Town Council Regular Meeting February 18, 2025 at 6:00 PM Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

Minutes

CALL TO ORDER

Mayor Chuck Davis called the meeting to order at 6:00PM. **Opening Ceremony**

Roll Call: Mayor Chuck Davis, Councilman Cooley, Councilman Oxford, Councilman Fluty, Councilman Barkhurst

All members of council were present.

APPROVAL OF THE AGENDA

Motion to approve agenda for February 18, 2025 made by Councilman Cooley, second by Councilman Barkhurst, Motion carried.

APPROVAL OF THE MINUTES

Meeting Minutes from February 4, 2025

Motion to approve meeting minutes from February 4, 2025 made by Councilman Cooley, second by Councilman Oxford. Motion carried.

APPROVAL OF THE BILLS

Motion to approve all financials from February 18, 2025 made by Councilman Cooley, second by Councilman Oxford. Motion carried. Deposits- \$409,190.57 Accounts Payable - \$49,677.98 Transmittals - \$12,244.62

Payroll - \$45,008.94 CORRESPONDENCE

Carbon County Library 8)

Carbon County Planning & Development Department 9) **ITEMS FROM THE PUBLIC**

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

Kurt and Sheree Stropas Property

Tabled until next meeting for clarification on property boundaries. **Police Department**

Acting Chief John Moore reported there have been 143 law calls since the last meeting.

Motion to approve lateral move of Mike Morris from Chief to Lieutenant at a wage of \$30.62 per hour at GS8 Step 7 on the wage scale, made by Councilman Fluty, second by Councilman Barkhurst. Motion carried.

Motion to approve appointment of John Moore as Interim Chief at a wage of \$36.59 per hour at GS9 Step 10 on the wage scale, made by Councilman Fluty, second by Councilman Barkhurst. Motion carried.

Badge & Wallet Quote - \$1,171.25

Motion to approve the purchase of Police Badges from Badge and Wallet in the amount of \$1,171.25 made by Councilman Barkhurst, second by Councilman Cooley. Motion carried. **Fire Department**

Recreation Department

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

In The Swim Pool Paint Quote - \$3,549.75

Motion to approve purchase of Pool Paint from In the Swim in the amount of \$3,549.75 made by Councilman Cooley, second by Councilman Oxford. Motion carried.

Open Gym Schedule Change Request

Motion to approve new Open Gym schedule made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

Department of Public Works

Pay App #6 - Rocky Mountain Sand & Gravel - \$96,348.55 Motion to approve Pay App #6 from Rocky Mountain Sand & Gravel in the amount of \$96,348.55 made by Councilman Cooley,

second by Councilman Fluty. Motion carried.

Wyoming Machinery Backhoe Quote

Sewer & Water Truck Bid

Motion to purchase 2025 Ford F-350 from Fremont Motors in the amount of \$61,326.26 made by Councilman Cooley, second by Councilman Oxford. Motion carried.

REPORTS FROM BOARDS AND COMMISSIONS **Planning Commission**

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

 $Ordinance\,879\ \text{-}\ Planning\,Commission\,Term\,Limits\ \text{-}\ 2nd\,Reading}$ Motion to pass Ordinance 879 - Planning Commission Term Limits on the 2nd reading made by Councilman Cooley, second by Councilman Oxford. Motion carried.

Letter of Interest - Matt Baker

Motion to approve appointment of Matt Baker to the Planning Commission made by Councilman Barkhurst, second by Councilman Oxford. Councilman Cooley opposed. Motion carried. Letter of Interest - Tana Davi

Motion to approve appointment of Tana Davi made by Councilman Fluty, second by Councilman Cooley. Motion carried.

Letter of Interest - Heidi Larsen

Water and Sewer Joint Power Board

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

Recreation Commission

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

Saratoga Airport Advisory Board

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

Reporter Brenda Mistelske gave a report which included Landscaping, Masterplan, and Hanger Leases.

South Central Wyoming Emergency Medical Services Board Next meeting is March 17, 2025 at 6:00 PM in Saratoga NEW BUSINESS

EXECUTIVE SESSION

FURTHER BUSINESS

ADJOURNMENT

Motion to adjourn meeting at 7:04 PM made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

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

-s- Mayor Chuck Davis

-s- Jenn Anderson, Town Clerk

Legal #9127 Published in The Saratoga Sun March 13, 2025

March 13, 2025 — Page B7

Public Notices

TOWN OF SARATOGA ORDINANCE NO. 879 AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.16, SECTION 2.16.010 OF THE TOWN OF SARATOGA MUNICIPAL CODE CONCERNING THE PLANNING COMMISSION TERM LENGTHS AND TERM LIMITS; AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, The Town Council as well as the Mayor of the Town of Saratoga, has determined that in the best interest of its residents that the above mentioned Town Code Section(s) be amended. WHEREAS, The Town Council as well as the Mayor of the Town of Saratoga, finds it appropriate and necessary to reduce the required term length for appointed members of the Planning Commission. WHEREAS, The Town Council as well as the Mayor of the Town of Saratoga, finds it 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.

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

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

B. The terms of the seven members shall be as follows: 4 members

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

Seat I : 2 year term ending 2026 Seat 2: 2 year term ending 2027 Seat 3: 2 year term ending 2027

Seat 4: 3 year term ending 2026

- Seat 5: 3 year term ending 2027
- Seat 6: 3 year term ending 2028 Seat 7: 3 year term ending 2026

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

D. Up to two members at any given time may reside within a mile of the municipal town boundaries. All other sitting members must reside within the municipal boundaries of the Town of Saratoga. **SECTION 2: CONFORMANCE**

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

SECTION 2: REPEALED

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

2.16.010 in its entirety.

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.

PASSED ON FIRST READING on the 4th day of February 2025. PASSED ON SECOND READING on the 18th day of February 2025

PASSED, AND ADOPTED ON THIRD READING on the 4th_day of March 2025.

-s- Chuck Davis, Mayor

-s- Jennifer Anderson, Town Clerk

Legal #9131 Published in The Saratoga Sun March 13, 2025

NOTICE OF SALE TO SATISFY COSTS

Notice is hereby given by Sheriff Alex Bakken that he, or any of his deputies, will sell for cash at public auction at 913 Airport Road, Carbon County Impound Yard, Rawlins, WY, March 27th, 2025, at 10 a.m., the following:

Year	Color	Make	Model	Plate #	VIN	Tow & Storage
2015	White	Freightliner	SEMI	79AS0Y	3AKJGLD53FSGU4865	\$5,160
1989	White	Itasca	Sunflyer	RVE1823-MN	17N530122KW012736	\$6,306
2014	Silver	Ford	C - M a x Hybrid	ERR 8812-MI	1FADP5AU1EL520554	\$1,600
2021	Black	T r a c t o r Supply Co	Flatbed Trailer	Not Affixed	4YMBU1016MT055162	\$1,188
2003	Tan	GMC	Envoy	DR3 J321-TX	1GKDS13S632126956	\$1,118
2006	Silver/ Blue	Dodge	Caravan	6 16596-WY	1D4GP24R56B689337	\$976

This sale is made in pursuance to the provisions in the statutes of the State of Wyoming in such cases made and provided in Section 31-13-106(b), W.S. 1977.

It is particularly stipulated that no warranty is made as to condition or title of said motor vehicle. Minimum bid for the above vehicles is \$0.00.

Vehicles may only be viewed and inspected by the public the day of the sale, just prior to the start of the auction.

DATED at Rawlins, WY this 4th of March, 2025.

Legal #9125 Published in The Saratoga Sun March 13, 2025

> Town of Saratoga Manual Checks 03-04-2025

Accounts Payable Transmittals

Payroll

Legal #9128 Published in The Saratoga Sun March 13, 2025

\$23,720.68 \$47,523.42

THANK YOU \$148,222.77 FOR READING

CARBON COUNTY COMMISSIONERS PUBLIC LEGAL NOTICE

Notice is hereby given that the Carbon County Board of County Commissioners will hold a public hearing on the following case file on Tuesday, April 1, 2025, at 11:30 a.m., at the Carbon Building-Courthouse Annex, 2nd Floor-Commissioners Meeting Room, located at 215 West Buffalo Street, Rawlins, Wyoming. C.U. Case File #2025-01: Request for a Conditional Use Permit in the Ranching, Agriculture and Mining (RAM) Zone. The request is to replace the existing 37-foot tower with a permanent 120-foot tower with foundation with the overall total tower height being 126 feet including appurtenances and related facilities.

Project/Site Name: Saratoga North Communications Site Petitioners: SAC Wireless on behalf of Union Telephone Company (Applicant) and Saratoga Land and Cattle Company (Land Owner) General Site Location: Approximately 1.25 miles north of Saratoga on HWY 130 and approximately 1,250 feet west on a private road.

Legal Description: A communication facility lease site located in Lot 1, Section 2, T.17N., R.84W., 6th P.M., Carbon County, Wyoming, more particularly described as follows: Commencing at the northeast corner of Lot 1, said Section 2, from which the southeast corner of said Lot 1 bears S00°45'1 0"E 1387.34 feet; thence S44°15'09"W 247.05 feet to the point of beginning; thence N90°00'00"W 80.00 feet; thence S00°00'00"E 80.00 feet; thence N90°00'00"E 80.00 feet; thence N00°00'00"E 80.00 feet to the point of beginning of this description containing 6,400 square feet more or less.

For additional information, please call the Carbon County Planning and Development Department, (307) 328-2651.

-s-SAC Wireless on behalf of Union Telephone Company (Applicant) and Saratoga Land and Cattle Company (Land Owner)

Legal #9126 Published in The Saratoga Sun March 13,2025

Town of Saratoga Cash Requirements 03-04-2025

AT&TMobility-\$637.59; Black Diamond Electric Inc. - \$1,035.00; Black Hills Energy - \$2,304.96; Capital Business Systems I - \$.28; Capital Business Systems I - \$747.91; Capital Business Systems I - \$279.13; Capital Business Systems, - \$938.95; CenturyLink - \$49.73; Dana Kepner Company of - \$3,424.00; Dana Kepner Company of - \$9,472.36; Dana Kepner Company of - \$234.54;



LOCAL PAPER LET



LAW ENFORCEMENT REPORTS

Carbon County Sheriff's Office Arrest Report

February 28, 2025 through March 5, 2025

February 28

• Brenda Varela Montano of Rawlins, Wyoming was arrested for DUI due to alcohol <.08%.

March 1

• Devon McLin of California City, California was arrested for driving while license cancelled/suspended/revoked and possession of drugs in plant form - 3 oz or less.

• Jamie Weber of Rawlins, Wyoming was arrested for registration exceeding 60 days and driving while license cancelled/suspended/revoked.

March 2

 Johnathan Lawdermilt of Rawlins, Wyoming was

arrested for felony aggravated robbery using a deadly weapon or simulated deadly weapon and interference with a peace officer.

 Raymond Robinson of Rawlins, Wyoming was arrested for one way street violation and DUI due to alcohol - <.08%.

March 3

• Ajazullah Akbarzai of Omaha, Nebraska was arrested for felony interference with custody by concealing or harboring, interference with a peace officer and vehicle exceeding 75 MPH on the interstate - < 6 mph over.

 Sheldon Riker of Goodline, Colorado was arrested for vehicle exceeding 75 mph on the interstate - < 6 mph over, driving while license suspended - 2nd offense, and careless driving - 1st offense.

March 4

• Terisa Trujillo of Rock Springs, Wyoming was arrested on a warrant. Joshua Walker of Cincinnati, Ohio was arrested for possession of drugs in plant form - 3 oz or less and driving while license suspended - 2nd offense.

March 5

 Shannon Semler of Colorado Springs, Colorado was arrested for holdover for another agency.

Saratoga Police Report February 2, 2024 to March 3, 2025

Assist Other Agencies (5); Citizen Assists (3); Animal At Large (10); Livestock Incidents (3); Traffic Crash (1); Traffic Offenses (3) On 02/24/25 at 1138 pm

a suspicious person was reported in the 400 block of Sharp St. knocking on a residence's window. No one was located upon officer arrival.

On 02/25/25 at 142 am Amanda Abouelkhir was arrested in the 400 block of W. Hickory on a Carbon County Warrant for Probation Revocation.

On 02/27/25 at 445 pm a domestic disturbance was reported in the 800 block of W. Farm. Parties were separated. On 02/28/25 at 820 am

a fight was reported at the hot pool. Both parties were separated upon officer arrival. Case is still under investigation. On 03/01/25 at 515 pm a

disturbance was reported at 300 N. 13th. Upon officer arrival it was determined to be a verbal argument between the landlord and tenant.