



Monday, April 22, 2024, Regular Town Council Meeting at 5 p.m.
in the Conference Room of the Pinedale Town Hall, 205 Entertainment Lane
meet.google.com/ykgatvguot or Join by Phone: (US) +1 617-675-4444 PIN: 122 435 148 2

A. CALL TO ORDER

A-1 Pledge of Allegiance

B. ROUTINE MATTERS

B-1 Accept/Amend Agenda

B-2 Approve minutes of the April 8, 2024, Regular Town Council Meeting

B-3 Approve minutes of the April 12, 2024, Special Town Council Meeting

C. CITIZEN/COUNCIL CONCERNS

D. VISITING DELEGATIONS

D-1 Sublette County Sheriff's Report – KC Lehr

E. CONSENT AGENDA

E-1 Brine Maker Purchase

E-2 AvFuel Aviation Fuel Supply Agreement

E-3 AvFuel Grant Agreement

F. OTHER TOWN BUSINESS

F-1 Council Meeting that falls on a Federal Holiday

G. DEPARTMENT REPORTS

G-1 Municipal Court

G-2 Animal Control and Municipal Enforcement

G-3 Projects, Public Works, Water & Wastewater, Planning & Zoning

G-4 Airport

G-5 PTTC

H. ROUTINE BUSINESS

H-1 Presentation of the bills for April 22, 2024, in the amount of \$129,918.23 paid with checks 30382 - 30447

H-2 Approve payroll and benefits for April 30, 2024



TOWN OF
PINEDALE
WYOMING

A-1

Item: Pledge of Allegiance

Action:

Presenter: Mayor Pro Tem Swafford

Information:

Issue:

Recommendation:



TOWN OF
PINEDALE
WYOMING

B-1

Item: Accept/Amend Agenda

Action:

Presenter: Mayor Pro Tem Swafford

Information:

Recommendation:



TOWN OF
PINEDALE
WYOMING

B-2

Item: Approve the minutes of the April 8, 2024, regular Town Council meeting

Action: Approve/Disapprove/Amend

Presenter: Mayor Pro Tem Swafford

Information: Attached

Recommendation:

STATE OF WYOMING)
COUNTY OF SUBLETTE)§
TOWN OF PINEDALE)

The Town Council of the Town of Pinedale met in regular session on Monday, April 8, 2024, in the main conference room of the Pinedale Town Hall.

The meeting was called to order by Mayor Matt Murdock at 5 p.m. Council members present: Tyler Swafford, Dean Loftus and Scott Kosiba. Councilwoman Judi Boyce, absent; excused. Those in attendance included: Joe Dankelman, representing Wyoming Association of Rural Water Systems; Mike Jackson & Eric Sackett, representing Rio Verde Engineering; Kolter Booth, representing Jorgensen Associates; Casey Dauwen, representing Hat Creek Land Co.; Chauncey Goodrich, representing Wind River Resorts; Max Lockett; Ralph McDaniel; Peg Weber; Ralph Klein; Ed Wood, Town Attorney; Abram Pearce, Director of Public Works; Kevin Mitchell, Public Works Supervisor; and Chad Mitchell, Planning & Zoning Administrator. Attending online were Suzanne Lagerman, representing Nelson Engineering; and Cali O'Hare, representing the Pinedale Roundup.

Mayor Murdock led those present in the Pledge of Allegiance.

Motion by Councilman Swafford to amend the agenda to add J-7, Resolution 2024-08, a Resolution setting the location of the Town election. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilman Swafford to approve the March 25, 2024, regular Town Council meeting minutes as published. Seconded by Councilman Loftus. Motion passed 3-0-1; Councilman Kosiba abstained.

Mayor Murdock declared the Public Hearing regarding the State Loan and Investment Board applications for sewer line and wastewater treatment facility rehabilitation open at 5:03 p.m. Suzanne Lagerman and Abram Pearce presented project needs, alternatives considered, estimated costs and the proposed approach to financing. After taking questions, discussion and public comment, Mayor Murdock closed the public hearing at 5:23 p.m.

Mayor Murdock declared the Public Hearing regarding the final plat of Block 6 of the Bloomfield Addition open at 5:23 p.m. The project was presented by Chad Mitchell and Mike Jackson; there were no comments from the public. Motion by Councilman Swafford to approve the final plat of the Pronghorn Crossing Subdivision of Block 6 of the Bloomfield Addition to the Town of Pinedale. Seconded by Councilman Kosiba. Motion passed 4-0. Mayor Murdock closed the public hearing at 5:30 p.m.

Mayor Murdock declared the Public Hearing regarding the final plat of the Crosswinds Lot Division, First Amendment, open at 5:31 p.m. The project was presented by Chad Mitchell and Mike Jackson; there were no comments from the public. Motion by Councilman Kosiba to approve the final plat of the Crosswinds Lot Division, First Amendment; the vacation of Lot 2, Crosswinds Lot Division and the creation of Lots 3,4, and 5, to the Town of Pinedale. Seconded by Councilman Swafford. Motion passed 4-0. Mayor Murdock closed the public hearing at 5:36 p.m.

Mayor Murdock declared the Public Hearing regarding the Redstone Country Club Commercial Second Addition open at 5:36 p.m. The project was presented by Chad Mitchell and Mike Jackson.

Discussion was held between the Council and Town staff, including individual waiver and variance requests, and the project as a whole.

Motion by Councilman Swafford to deny the waiver request regarding §400-86 Sidewalks for the Redstone Country Club Commercial Second Addition. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilman Kosiba to deny the variance request regarding §400-88 Streetlights for the Redstone Country Club Commercial Second Addition. Seconded by Councilman Swafford. Motion passed 4-0.

Motion by Councilman Swafford to approve the preliminary plat of Redstone Country Club Commercial Second Addition to the Town of Pinedale, subject to conditions as recommended by the Planning & Zoning Commission. Seconded by Councilman Loftus. Motion passed 4-0.

Mayor Murdock closed the public hearing at 5:47 p.m.

Motion by Councilman Loftus to approve the consent agenda items as published. Seconded by Councilman Kosiba. Motion passed 4-0. Consent agenda items approved were the Sublette County Library Temporary Use permit application to close East Charles Street between South Tyler and South Fremont Avenues for the Library Bike Race on Wednesday, July 3, 2024, and waive the fees; the purchase of fertilizer from Simplot Turf & Horticulture, in the amount of \$6,048; the Sub-Recipient Agreement for the Community Forestry Cost-Share Assistance Program for a \$5,000 cost share with a local \$5,000 match from the Town of Pinedale, for the 2024 Leaves of Diversity Project., Cooperative Forestry Assistance No. 10.664; the purchase of trees for Arbor Day and the Leaves of Diversity grant project from Teton Turf & Tree, in the amount of \$10,224; and the staff recommendation of lifting the no-dig restriction period, effective April 9, 2024.

Motion by Councilman Swafford to approve Pay Application No. 1 for the Ralph Wenz Field – 20,000 Gallon Jet-A Tank Installation Project to Bassco Services, Inc. in the amount of \$87,457.10. Seconded by Councilman Kosiba. Motion passed 4-0.

Motion by Councilman Swafford to approve Pay Application No. 2 for the Ralph Wenz Field – 20,000 Gallon Jet-A Tank Installation Project to Bassco Services, Inc., contingent upon the delivery, inspection, testing, acceptance, and storage of the 20,000 fuel tank at Ralph Wenz Field, in the amount of \$98,467.50. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilman Kosiba to approve the Notification of Award to AvFuel Corporation and enter into contract negotiations for aviation fuel provider at Ralph Wenz Field. Seconded by Councilman Loftus. Motion passed 3-0-1; Mayor Murdock abstained.

Motion by Councilman Swafford to approve the submittal of a Statement of Intent for the Barber Creek Underpass project to the WYDOT Transportation Alternative Program. Seconded by Councilman Loftus. Motion passed 4-0.

Council and Town staff discussed water and sewer rates, noting that the last rate change was in 2017.

Motion by Councilman Loftus to approve Ordinances 709, on third read, an Ordinance of the Town of Pinedale, State of Wyoming, amending subsection 475-149.11 Definitions, to add a definition of Motorcoach Resorts. Seconded by Councilman Swafford. Motion passed 4-0.

Motion by Councilman Kosiba to approve Ordinance 710, on third read, an Ordinance of the Town of Pinedale, State of Wyoming, amending subsection 475-149.13 to add M, defining permitted accessory uses to motorcoach resort development sites. Seconded by Councilman Swafford. Motion passed 4-0.

Motion by Councilman Swafford to approve Ordinance 711, on third read, an Ordinance of the Town of Pinedale, State of Wyoming, amending subsection 475-149.13 to add N, defining prohibited uses to motorcoach resort development sites. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilman Loftus to approve Ordinance 712, on third read, an Ordinance of the Town of Pinedale, State of Wyoming, amending subsection 475-149.16 C to correct the numerical reference from 475-149.19 to 475-149.18. Seconded by Councilman Swafford. Motion passed 4-0.

Motion by Councilman Kosiba to approve Ordinance 713, on third read, an Ordinance of the Town of Pinedale, State of Wyoming, amending subsection 475-149.19 A to limit the location of units on recreational vehicle lots and spaces. Seconded by Councilman Swafford. Motion passed 4-0.

Motion by Councilman Swafford to approve Ordinance 714, on third read, an Ordinance of the Town of Pinedale, State of Wyoming, amending section 440-21 of Chapter 440 of the Pinedale Municipal Code titled Vehicles and Traffic. Seconded by Councilman Kosiba. Motion passed 4-0.

Motion by Councilman Swafford to approve Resolution 2024-08, a Resolution setting the location of the Town election. Seconded by Councilman Loftus. Motion passed 4-0.

The following bills were presented for payment: A to Z Hardware, \$161.78; Baseline Inc, \$219.00; Bassco Services Inc, \$185,924.60; Bomgaars Supply, \$530.48; Caselle, Inc., \$2,040.00; Clean Wash Laundromat, \$228.00; D. A. Screening, \$485.00; DBT Transportation Services, LLC, \$2,304.75; Fisher Scientific, \$116.61; KPIN, \$584.00; M & M Disposal, \$99.00; MHL Systems, \$2,513.00; Moosely Mailboxes & More, \$16.34; Office Outlet, \$221.93; Pinedale Auto Supply, \$748.80; Pinedale Lumber, \$78.81; Pinedale Natural Gas, Inc., \$5,352.52; Pinedale Roundup, \$1,766.89; QA Balance Services Inc, \$453.00; Rebel Auto Parts, \$78.36; Ridley's Family Market, \$100.79; Rocky Mountain Power, \$6,861.14; Rocky Mountain Wash, \$40.25; Sani-Star, \$150.00; Shadow Mountain Water of Wy Inc, \$30.00; State Fire Sales & Service, \$2,373.86; Sweetwater Technology Services, \$248.77; Town Of Pinedale Water/Sewer, \$776.62; Union Telephone Company, Inc., \$1,104.61; USA Bluebook, \$187.93; Visa, \$3,179.63; Wood Law Office, \$6,937.50; WY Association of Rural Water, \$395.00; Wyoming Assn of Municipalities, \$750.00.

Motion by Councilman Kosiba to approve the bills for April 8, 2024, in the amount of \$227,058.97 paid with checks 30380 – 30413. Seconded by Councilman Swafford. Motion passed 4-0.

Motion by Councilman Swafford to enter Executive Session to discuss Real Estate at 6:33 p.m. Seconded by Councilman Kosiba. Motion passed 4-0.

Motion by Councilman Swafford to exit Executive Session at 7:25 p.m. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilman Swafford to re-enter regular session at 7:25 p.m. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilman Swafford to adjourn the meeting. Seconded by Councilman Kosiba. Motion passed 4-0. The meeting adjourned at 7:26 p.m.

ATTEST:

Matt W. Murdock, Mayor

Amy Sturman, Clerk-Treasurer



TOWN OF
PINEDALE
WYOMING

B-3

Item: Approve the minutes of the April 12, 2024, Special Town Council meeting

Action: Approve/Disapprove/Amend

Presenter: Mayor Pro Tem Swafford

Information: Attached

Recommendation:

STATE OF WYOMING)
COUNTY OF SUBLETTE)§
TOWN OF PINEDALE)

The Town Council of the Town of Pinedale met in special session on Friday, April 12, 2024, in the conference room of the Pinedale Town Hall.

The meeting was called to order by Mayor Matt Murdock at 12 p.m. Council members present: Dean Loftus, and Scott Kosiba. Councilman Swafford and Councilwoman Boyce, absent; excused. No others were in attendance.

Mayor Murdock led those present in the Pledge of Allegiance.

Motion by Councilman Loftus to approve the agenda as presented. Seconded by Councilman Kosiba. Motion passed 3-0.

Motion by Councilman Kosiba to approve the nomination of Councilwoman Judi Boyce to fill the vacancy in nomination for the Town of Pinedale election, to be held May 7, 2024. Seconded by Councilman Loftus. Motion passed 3-0.

Motion by Councilman Loftus to approve Democrat, Tesa Manning, and Republican, Emily Paravicini, as the Town of Pinedale Election Canvassing Board for the upcoming Town election on May 7, 2024. Seconded by Councilman Kosiba. Motion passed 3-0.

Motion by Councilman Kosiba to adjourn at 12:05 p.m. Seconded by Councilman Loftus. Motion passed 3-0.

Matt Murdock, Mayor

ATTEST:

Amy Sturman, Clerk-Treasurer



TOWN OF
PINEDALE
WYOMING

D-1

Item: Sublette County Sheriff's Report

Action: Approve/Disapprove/Amend

Presenter: Sheriff KC Lehr

Information: Attached

Recommendation:

TOWN OF PINEDALE LAW ENFORCEMENT REPORT

**MARCH
2024**

	Feb. 2024	Mar. 2024
Total Incidents	337	399
Arrests	5	5
Citations	24	15
Warnings	17	8

**Respectfully Submitted to:
Mayor Murdock and Town Council**

From Sheriff KC Lehr

04/01/24
08:51

Sublette County Sheriff's Office
Law Total Incident Report, by Nature of Incident

Page: 104
1

Nature of Incident	Total Incidents
911 Hangup	5
Abandoned Vehicle	1
Traffic Accident w/ Damage	1
Traffic Accident, No Injuries	1
Agency Assistance	2
Alarm	8
Allergies / Envenomations	2
Animal Noise	3
Animal Problem	3
Assault	1
Blood Draw	1
Citizen Assist	28
Citizen Dispute	1
Civil Standby	1
Convulsions or Seizures	1
Dead Body	1
Disturbance	1
Controlled Substance Problem	1
DUI Alcohol or Drugs	1
UNKOWN PROBLEM (PERSON DOWN)	1
Falls	7
Fingerprints	27
Fire	1
Fire Alarm	3
Found Property	5
Game And Fish	1
Gas Leak/Gas Odor	1
Heart Problems/ A.I.C.D.	1
Hit And Run Accident	2
Information Report	7
Juvenile Problem	2
Lost Property	1
Medical Emergency	7
Missing Person	1
Motorist Assist	2
National Instant Background	1
Noise Complaint	1
Parking Problem	1
Prisoner Transport	3
Property Damage, Non Vandalism	2
Property Watch	1
Search Warrant	1
Sex Offense	1
Sick Person/Illness	4
Cardio Vascular Incident	1
Suspicious Person/Circumstance	10
Theft	6
Threatening	1
Traffic Complaint	3
Traffic Hazard	1
Trespassing	1
Drone	2
Unconscious/Fainting	5
Unsecure Premise	1
Urine Analysis	152

04/01/24
08:51

Sublette County Sheriff's Office
Law Total Incident Report, by Nature of Incident

Page: 104
2

Nature of Incident	Total Incidents
VIN Number Inspection	62
Warrant Service	1
Welfare Check	6

Total Incidents for This Report:	399

Report includes:

- All dates between `00:00:00 03/01/24` and `00:00:01 04/01/24`
- All agencies matching `SCSO`
- All natures
- All locations matching `40`
- All responsible officers
- All dispositions
- All clearance codes
- All observed offenses
- All reported offenses
- All offense codes
- All circumstance codes

*** End of Report \SpillmanServer\app\tmp\reportTmp_voss\rpt32

04/01/24
08:55

Sublette County Sheriff's Office
Traffic Citation Summary Report, by Agency

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Number	Time/Date	Street, City	Defendant

Agency: Sublette Co. Sheriffs Office			
85201 M	18:45:00 03/02/24	55 BLOOMFIELD AVE, PINEDALE, W	ESCOBAR, JENNIFER L.
Offenses:	328-13	Public Intoxication	[No code entered]
85202 M	18:45:00 03/02/24	55 BLOOMFIELD AVE, PINEDALE, W	ESCOBAR, JENNIFER L.
Offenses:	328-20	Breach of Peace	[No code entered]
85203 M	18:45:00 03/02/24	55 BLOOMFIELD AVE, PINEDALE, W	ESCOBAR, JENNIFER L.
Offenses:	328-5	Interfering w/ Officer	[No code entered]
015744AA	18:10:00 03/25/24	1219 W WASHINGTON ST, PINEDALE	[REDACTED]
Offenses:	31-5-226 a	BACK SAFELY & W/O INTERFERING	[No code entered]
015885AA	19:48:00 03/03/24	U S HWY 191 MP 100, PINEDALE,	LOWE, JEREMIAH T.
Offenses:	31-5-301 c (2)	31-5-301 c (2) Superintendent	[No code entered]
016738AA	00:35:00 03/14/24	U S HWY 191 MP 100, PINEDALE,	MOCHEL, KELLER W.
Offenses:	31-5-301 c (2)	31-5-301 c (2) Superintendent	[No code entered]
016739AA	18:45:00 03/18/24	U S HWY 191 MP 101, PINEDALE,	CRECIUN, VICTOR
Offenses:	31-5-301 c (2)	31-5-301 c (2) Superintendent	[No code entered]
016741AA	22:16:00 03/24/24	U S HWY 191 MP 99, PINEDALE, W	POWERS DECHAR, ADAM J
Offenses:	31-5-301 c (2)	31-5-301 c (2) Superintendent	[No code entered]
016888AA	14:59:00 03/15/24	U S HWY 191 MP 99, PINEDALE, W	DEMMITT, THOMAS B.
Offenses:	31-5-301 c (2)	31-5-301 c (2) Superintendent	[No code entered]
017195AA	12:12:00 03/28/24	E PINE ST; RIDLEY'S FAMILY MAR	[REDACTED]
Offenses:	31-5-1105	Notice Required of Driver	[No code entered]
017700AA	16:25:00 03/24/24	U S HWY 191 MP 99, PINEDALE, W	SINCLAIR, BENJAMIN J.
Offenses:	31-5-301 c (2)	31-5-301 c (2) Superintendent	[No code entered]
017702AA	16:25:00 03/24/24	U S HWY 191 MP 99, PINEDALE, W	SINCLAIR, BENJAMIN J.
Offenses:	31-7-134	DWUS	[No code entered]
017703AA	16:25:00 03/24/24	U S HWY 191 MP 99, PINEDALE, W	SINCLAIR, BENJAMIN J.
Offenses:	31-4-103 a (1)	COMPULSORY AUTO INSUR - 1ST OF	[No code entered]
017704AA	16:25:00 03/24/24	U S HWY 191 MP 99, PINEDALE, W	SINCLAIR, BENJAMIN J.
Offenses:	35-7-1031 ciA (POSSESS CONTR SUBST - PLANT -	[No code entered]
017705AA	16:25:00 03/24/24	U S HWY 191 MP 99, PINEDALE, W	SINCLAIR, BENJAMIN J.
Offenses:	6-3-614	Defrauding Drug/.Alcohol Test	[No code entered]

Total citations for this agency: 15
Total offenses for this agency: 15

Total citations for this report: 15
Total offenses for this report: 15

Report Includes:

All citation dates between `00:00:00 03/01/24` and `00:00:01 04/01/24`

04/01/24
08:55

Sublette County Sheriff's Office
Traffic Citation Summary Report, by Agency

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All agencies matching `SCSO`
All officers
All areas matching `40`
All types
All courts
All violations

*** End of Report \SpillmanServer\app\tmp\reportTmp_voss\rpt32

04/01/24
08:53

Sublette County Sheriff's Office
Traffic Warning Summary Report, by Agency

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Page: 1

Number	Time/Date	Street, City	Warned

Agency: Sublette Co. Sheriffs Office			
24S022685	21:21:00 03/05/24	U S HWY 191 MP 100, PINEDALE, WALLACE, CADEN WILLIA	
Offenses:	31-5-506	Stp Emerg From Alley	
24S022686	20:51:00 03/06/24	U S HWY 191 MP 99, PINEDALE, W MURWANASHYAKA, EMMANU	
Offenses:	31-5-301 c (2) Superinten	31-5-301 c (2) Superintendent	
24S022700	18:57:00 03/11/24	U S HWY 191 MP 100, PINEDALE, CANNON, COLIN	
Offenses:	31-5-301 c (2) Superinten	31-5-301 c (2) Superintendent	
24S022702	21:43:00 03/13/24	U S HWY 191 MP 100, PINEDALE, YOUNG, KALEB CHARLES	
Offenses:	31-5-301 c (2) Superinten	31-5-301 c (2) Superintendent	
24S022704	12:43:00 03/15/24	U S HWY 191 MP 99, PINEDALE, W HOLMES, TEAGUE THOMAS	
Offenses:	31-5-301 c (2) Superinten	31-5-301 c (2) Superintendent	
24S022739	18:09:00 03/23/24	U S HWY 191 MP 101, PINEDALE, SIDWELL, JESSYCA LYNN	
Offenses:	31-5-301 c (2) Superinten	31-5-301 c (2) Superintendent	
24S022757	05:58:00 03/29/24	U S HWY 191 MP 99, PINEDALE, W JOHNSON, ADAM KENDALL	
Offenses:	31-5-912 a	Improper Headlights	
24S022758	12:18:00 03/30/24	U S HWY 191 MP 100, PINEDALE, BEDNARCZYK, ETHAN ZAC	
Offenses:	31-5-301 c (2) Superinten	31-5-301 c (2) Superintendent	
Total warnings for Sublette Co. Sheriffs Office	:		8
Total offenses for Sublette Co. Sheriffs Office	:		8

Total warnings for this report:		8	
Total offenses for this report:		8	

Report Includes:

All dates between `00:00:00 03/01/24` and `00:00:01 04/01/24`
All agencies matching `SCSO`
All officers
All areas matching `40`
All offenses

*** End of Report \SpillmanServer\app\tmp\reportTmp_voss\rpt32



TOWN OF
PINEDALE
WYOMING

E-1

Item: Approve the purchase of a brine maker from Mountainland Power Equipment, in the amount of \$8,397.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:



TOWN OF
PINEDALE
WYOMING

PO # _____

Procurement Form

Initiated by: Kevin Mitchell Date: 4/19/24

Purchase Description: Brine Maker

Supplier Name	Amount	Comments
Mountain Land	\$8397.00	Freight included
Horizon	\$7593.20	\$1000.00 Freight

Award to Lowest Bidder

Not Awarded to Lowest Bidder (Explain Rationale Below)

I have attached the costs/ quotes/ bids by each of the suppliers.

Date Ordered	Date Shipped	Tracking Number	Date Arrived

Approved by: _____

Date: _____



H410-LITTLETON-HDI
 4971 S RIO GRANDE ST
 LITTLETON, CO 80120-1032
 Phone 303-934-3200
 Fax 303-934-3700

Quotation

THIS IS NOT AN INVOICE

QUOTE #	3J028933
LOCATION	H410
DATE	02/21/24
PAGE	1 of 1

BILL TO

H55735
 TOWN OF PINEDALE
 205 ENTERTAINMENT LN
 PO BOX 709
 PINEDALE, WY 82941
 Phone 307-367-2348

SHIP TO

TOWN OF PINEDALE
 205 ENTERTAINMENT LN
 PINEDALE, WY 82941

QUOTE DATE 02/21/24	EXPIRE DATE 03/22/24	REQUIRED DATE	REFERENCE NUMBER LEGACY BRINE MAKER	PAYMENT TERMS CTR: CHECK OK
WRITTEN BY S JERRY DOTTA VIO(H410)		CONTACT KEVIN		SHIP VIA BEST METHOD
FREIGHT TERMS IN/OUTBOUND		JOB NUMBER		SALES REP H410/

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
BSP-59-1316 LIQ28807 BOSS LEGACY SERIES BRINE MAKER ELEC	1	25,502.00	EA	25,502.00
BSP-59-1322 LIQ28813 BOSS GENESIS SERIES BRINE BUDDY	1	7,593.20	EA	7,593.20

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
33,095.20	0.00	0.00	0.00	1,000.00	34,095.20

Accepted:

By: _____

Date: _____

Q U O T A T I O N

PAGE: 1

Mountainland Power Equipment
2808 S. Main Street
Salt Lake City, UT 84115 USA
Phone #: (801)485-5770
Fax #: (801)485-5774

PHONE #: (307)749-6585
CELL #: (307)749-6585
ALT. #:
P.O.#:
TERMS: **Cash**
SALES TYPE: **Quote**

DATE: **2/21/2024**
ORDER #: **73836**
CUSTOMER #: **100153**
CP: **Lindsay**
LOCATION: **1**
STATUS: **Active**

BILL TO 100153

PINEDALE, TOWN OF
P.O. BOX 709
61 PINEDALE SOUTH ROAD
PINEDALE, WY 82941

SHIP TO

PINEDALE, TOWN OF
P.O. BOX 709
61 PINEDALE SOUTH ROAD
PINEDALE, WY 82941

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
CAM	THV01100GYC	1100 GALLON BRINE STORAGE TANK	1	\$1,302.99	\$1,302.99
CAM	BM1600	SMALL BRINE MASTER	1	\$8,397.00	\$8,397.00

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: **\$9,699.99**
TAX: **\$0.00**
ORDER TOTAL: **\$9,699.99**

Authorized By: _____



TOWN OF
PINEDALE
WYOMING

E-2

Item: Approve the Aviation Fuel Supply Agreement with AvFuel Corporation, effective May 22, 2024.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:

Customer Code: _____



**AVFUEL CORPORATION
FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT**

Reference Date: April 10, 2024

Effective Date: May 22, 2024

SUMMARY

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as "Avfuel" and **Town of Pinedale** having its principal office at (Street address only) **69 Pinedale South Road, Pinedale, WY 82941**, hereinafter called "Customer", collectively called "the Parties", and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT. The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other Programs that it believes are of benefit to Customer. Customer chooses to participate in those Programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those Programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 21 of the General Terms and Conditions. If customer should avail itself of any of the Programs not checked below then Customer specifically agrees to be bound by the Special and General Terms and Conditions that govern those Programs.

Applicable Certificates of Insurance are attached hereto, Insurance Company Name _____

Customer Credit Program

Addenda

Brand Program

AVTRIP Program

Equipment Lease Agreement

Contract Fuel Dealer Program

CUSTOMER FEIN: 83-6000084

TYPE OF BUSINESS: Government
(i.e. C-corp, S-corp, Partnership, LLC, Sole Prop, or other)

STATE ID NUMBER:

STATE OF INCORPORATION: WYOMING

FOR: AVFUEL CORPORATION

FOR: TOWN OF PINEDALE

By: _____
William B. Light

By: **X** _____
(Signature)

Title: **Vice President, Administration**

Name: **X** _____
(Print Name)

Title: **X** _____
(Print Title)

The undersigned hereby guarantee(s) payment and performance of this Agreement by Customer.

By: _____
Signature

Name Printed

Social Security Number

By: _____
Signature

Name Printed

Social Security Number

**FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT**

SPECIAL TERMS AND CONDITIONS

CUSTOMER NAME: Town of Pinedale

BILLING ADDRESS: 205 Entertainment Lane
Pinedale, WY 82941

DELIVERY ADDRESS: 9357 Hwy 191
Pinedale, WY 92941

AIRPORT ID (IATA CODE): PNA

PRODUCT(s):

Jet-A Jet-A with Anti-ice Avgas/100LL Other: _____

PAYMENT TERMS: Net 30 days

CREDIT LIMIT: \$100,000

EQUIPMENT LEASED:

Description**	S/N or VIN	Lease Rate	Replacement* Cost (Current)
The Avfuel Hub	Software License	No charge	NA

*Hazard insurance, **Meters, if so equipped, have NOT been Certified or Calibrated, this is the responsibility of Customer.

CONTRACT FUEL DEALER:

Flight Operation Type (select one): Corporate Configured Accepted
 Non-Corporate Ops Only
 DC-9 and Larger, Non-Corporate Ops Only

Airport Flowage Fee: YES NO _____ \$/g (i.e. \$0.0300)

Storage Fee: YES NO _____ \$/g (i.e. \$0.0300)

Into wing Fee:

Jet Into-Plane Rate Schedule	Gallons from/to	Rate/gallon
Example	1-1000 gallons	\$X.XXXX
TBD		

OTHER SPECIAL TERMS AND CONDITIONS:

In the Aviation Fuel Supply Agreement General Terms and Conditions Section 2. TERM. Replace “seven (7) years” with “five (5) years”.
 No charge for the Avfuel Training System for each year of the branding agreement.
 See attached Grant Addendum.

AVIATION FUEL SUPPLY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. PURCHASE AND SALE: Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, Avfuel agrees to sell and deliver, and Customer agrees to purchase from Avfuel and pay for, the Customer's entire requirements for all aviation fuel products, including, without limitation, SAF, G100UL, and hydrogen based fuel (the "Products") and other aviation electricity and energy products, including, without limitation, aircraft charging services, charging stations, and charging equipment (the "Alternative Products") to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport (each an "Airport") listed in the Special Terms and Conditions, including without limitation those Products and Alternative Products that the Customer is presently using that are identified in the Special Terms and Conditions. If, at any time during the term of this Agreement the Customer, or any entity controlled by or in common control with Customer, operates any other facility that sells aviation fuels or Alternative Products at a listed Airport (each a "Supplemental FBO"), then Customer shall or shall cause such other entity to enter into a new AVIATION FUEL SUPPLY AGREEMENT with Avfuel (on the same terms and for the same duration as this Agreement) for the supply of 100% of the requirements of the Supplemental FBO for aviation fuel and, to the extent made available at such location by Avfuel, the supply of 100% of the requirements of the Supplemental FBO for Alternative Products. If Customer requests and Avfuel agrees to deliver to any location not listed in the Special Terms and Conditions (each an "Alternate Location") and, to the extent that the terms of delivery to such Alternate Location is not governed by a separate agreement between Avfuel and Customer, delivery to such Alternate Location shall be governed by the terms of this Agreement; provided, however, that applicable pricing and taxes for each Alternate Location shall be determined by the market price of Products and Alternate Products and applicable taxes at the delivery address of the Alternate Location. Customer represents and warrants that all products and services purchased hereunder will be for commercial purposes and Avfuel has relied on this representation in entering into this Agreement. Avfuel has entered this Agreement with the Customer on the expectation and condition that (a) the Customer's deliveries of Products and Alternative Products at the Delivery Addresses will be limited to deliveries to end users pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as Contract Fuel Customers (a "CFC") to facilitate direct sales by Avfuel to those CFCs pursuant to Avfuel's Contract Fuel Program (the "CFD Program"), (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users or resale otherwise brokered through Avfuel, the Customer will not make any deliveries (or hold inventories) of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining Avfuel's network and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the rights pursuant to Article 11 of the General Terms and Conditions.

2. TERM: The initial term of this Agreement is seven (7) years, beginning on the Effective Date specified in the Summary. The term shall be automatically renewed for successive five (5) year terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the then current term. Such Notice shall be delivered at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration of the current term.

3. PRICE AND PAYMENT:

3.1. Unless otherwise agreed in writing by the Parties, the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that Avfuel loads the Products into delivery trucks. Prices shall be F.O.B. the Customer's facilities at the Airports (each a "Delivery Address") and shall be exclusive of all taxes, fees, surcharges and other charges.

3.2. Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

3.3. Unless otherwise agreed in writing by the Parties, Customer agrees to pay in advance by bank wire transfer for all Products purchased hereunder. Failure to pay in advance shall be construed as a credit transaction and shall be subject to the Terms and Conditions of the Customer Credit Program set forth below.

4. TAXES AND OTHER CHARGES:

4.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require to be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES, AND WILL INDEMNIFY AVFUEL AGAINST ANY LIABILITY FOR SUCH TAXES EVEN IF AVFUEL FAILS FOR ANY REASON TO INCLUDE ANY SUCH TAXES IN ITS INVOICES TO CUSTOMER. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS IF AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE IS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.4. Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products or Customer.

5. DELIVERY:

5.1. Deliveries shall be made to the Delivery Address(es) listed in the Special Terms and Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours, or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A or Avgas fuel will be a full standard transport tanker load as determined by the maximum allowable Gross Vehicle Weight between the supply point and the delivery address. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2. Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in its sole discretion, cannot be made safely.

5.3. Customer shall be responsible for all demurrage charges assessed by the Shipping Agent for additional time spent at the Delivery Address(es) or any Alternate Location.

5.4. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if Avfuel is immediately notified, while Shipping Agent is still present. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

6. **FORCE MAJEURE:** Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to: fire, storm, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, terrorism, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For purposes of this Agreement, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product on a commercially reasonable basis within two (2) days of the specific time requested by Customer. In that event, and only to the extent of such unavailability, the Parties hereto shall be relieved of their obligations under the applicable provisions of this Agreement. If and as applicable, Avfuel will comply with any governmental statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

7. LIMITED WARRANTY:

7.1. Avfuel warrants that all Products delivered pursuant to this Agreement will, at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655 and Alternative Products will conform to the then current applicable specifications. Avfuel retains the right to revise the applicable specifications upon written Notice to Customer.

7.2. **THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

7.3. Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon four (4) hours' telephonic or written Notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product, or (2) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

8. COMPLIANCE WITH LAWS:

8.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling, use and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect.

8.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the use, sale and distribution of the Products that are the subject of this Agreement.

9. **INDEPENDENT STATUS:** Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

10. **RECIPROCAL INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (AS SUCH, THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND TO HOLD HARMLESS THE OTHER PARTY AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE OTHER PARTY (AS SUCH, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY ANY INDEMNIFIED PARTY AS A RESULT OF THE BREACH BY THE INDEMNIFYING PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNIFYING PARTY OR OF ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE INDEMNIFYING PARTY. ANY AMOUNT PAYABLE BY THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL BE DUE WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND AND ANY SUCH AMOUNT WHICH IS NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THE DUE DATE TO THE DATE OF PAYMENT AT THE RATE OF 16% PER ANNUM (OR, IF LESS, AT THE MAXIMUM RATE OF INTEREST PERMITTED UNDER THE LAWS OF THE STATE IN WHICH THE INDEMNIFYING PARTY HAS ITS PRINCIPAL PLACE OF BUSINESS). WITHOUT LIMITING THE GENERALITY OF THE ABOVE PROVISIONS, THE OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES OR OTHER COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ENFORCING THE OBLIGATION OF INDEMNITY UNDER THIS SECTION. EACH PARTY'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.**

11. BREACH AND TERMINATION:

11.1. Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 16. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2. The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it under this Agreement immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is owned by or is under common ownership with the Customer against any amounts

FBO Aviation Fuel Supply Agreement

owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. In addition, Avfuel or its agents or employees may, without further Notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Exercise of the foregoing remedies shall not constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions of this Agreement. Fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3. The Party claiming a breach may waive that breach by giving Notice to the other Party in the manner set forth in Section 16 below. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4. Except as set forth in Section 11.2, any dispute that arises under this Agreement, pursuant to Section 11.1 or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

11.5. The exercise of a Party's right to terminate the Agreement or to exercise any other remedy shall not be deemed an election of remedies and shall be without prejudice to the non-breaching Party's rights to exercise any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

12. INSURANCE:

12.1. Customer shall secure and at its cost shall thereafter maintain in effect during the term of this Agreement the following insurance and furnish Avfuel a Certificate of Insurance evidencing: (1) aviation general liability insurance, including products and completed operations liability, with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; (3) workers compensation covering all employees of Customer and (4) physical damage coverage covering the value of any leased Equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel (whose acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary, as applicable, as an additional insured and/or loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Prior to the Effective Date stated in the Summary, and from time to time thereafter as requested by Avfuel, Customer shall furnish Avfuel a Certificate of Insurance evidencing compliance with this Section.

12.2. Customer may, if it chooses, apply for this insurance through Avfuel's subsidiary, Avsurance Corporation.

12.3. Avfuel currently offers to qualifying customers that participate in Avfuel's Brand Program ("Branded Dealers") the opportunity to participate in Avfuel's Excess Aviation Liability Insurance Program. To qualify, a Branded Dealer must maintain as its primary insurance coverage an Airport Liability Policy with premises, products and completed operations coverage of \$1,000,000 (combined single limit) issued by an insurer acceptable to Avfuel. This Program currently allows qualifying Branded Dealers, at no charge, to be designated as additional insured parties under an Excess Aviation Liability Insurance Policy secured by Avfuel, with excess coverage in the amount of \$50,000,000 against claims for bodily injury or property damage resulting from defects in any aviation gasoline and jet fuel that is supplied by Avfuel to the Branded Dealer and resold by the Branded Dealer to end users.

To participate in this Program and secure this excess coverage, the Branded Dealer must complete and submit to Avfuel the required Application and provide to Avfuel a Certificate of Insurance confirming its primary insurance coverage and naming Avfuel as an additional insured. A Branded Dealer becomes an additional insured under Avfuel's Aviation Products Excess Liability insurance coverage on the date that Avfuel delivers Notice to the Branded Dealer that its Application and Certificate of Insurance have been approved by Avfuel and the excess coverage will be applicable to occurrences following that date.

Avfuel reserves the right to discontinue this Program or to require the Customer to pay a charge for participation in this Program. But in that event, Avfuel will deliver Notice to the Branded Dealer at least thirty (30) days prior to the effective date of that discontinuance or cost change so that the Branded Dealer has the ability if it chooses to make alternative arrangements.

13. CUSTOMER CREDIT:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO CUSTOMER AND THE TERMS AND CONDITIONS IN THIS SECTION SHALL APPLY.

13.1. Credit terms may not be used during any period in which the Customer is in breach of its obligations under this Agreement. In addition to the provisions of Section 11 of the General Terms and Conditions, for the specific purposes of this Customer Credit Program, the Customer will be in breach if (a) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms; (b) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (c) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms and Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.

13.2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination, as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.

13.3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

13.4. Avfuel shall invoice Customer for all Products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the Products delivered, taxes, duties, and any other charges as separate line items. Each invoice will be payable in full on or before that due date specified in that invoice.

13.5. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date.

13.6. Customer agrees to pay to Avfuel upon demand a fee of \$50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentment by Avfuel or its agents.

13.7. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such Notice is given, such statement shall be conclusively presumed correct.

13.8. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit

balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

13.9. If, at any time during the term of this Agreement, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any shipment of fuel and shipment may be withheld until such payment or security is received.

13.10. For the purpose of securing a payment of all indebtedness of Customer to Avfuel from time to time outstanding (including, without limitation, any amounts due under this Agreement or any other agreement or instrument between Avfuel and the Customer) grants to Avfuel a purchase money security interest in and to all of Customer's inventory of the Products purchased from Avfuel, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. Customer warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Customer to any other entity. For so long as this Agreement is in effect, all of Customer's inventory of aviation fuels will be presumed to be Products purchased pursuant to the Agreement and subject to the purchase money security interest granted by this Agreement. Customer hereby authorizes Avfuel to sign and record all financing statements and other instruments which Avfuel may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes Avfuel to file a true copy of this Agreement in lieu of any financial statement. The rights and obligations of Avfuel and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

13.11. THIS PARAGRAPH APPLIES ONLY TO THOSE PERSONS WHOSE SIGNATURES APPEAR AS GUARANTORS ON THE SIGNATURE PAGE OF THIS AGREEMENT. PERSONS SIGNING AS GUARANTORS SHALL BE CONSTRUED AS PERSONAL GUARANTORS REGARDLESS OF ANY OTHER DESIGNATION. In consideration of Avfuel extending credit to Customer and as a substantial inducement to Avfuel to do so, each of the parties signing as Guarantors on the signature page of this Agreement hereby guaranty payment and performance when due of (i) all indebtedness of the Customer that is now existing or hereafter created by the Customer to Avfuel or any subsidiary or affiliate of Avfuel (collectively, the "Avfuel Affiliates"); (ii) all obligations of Customer under each existing and future written or oral agreement between Customer and any Avfuel Affiliate, including, without limitation, the Aviation Fuel Supply Agreement and Customer Credit Agreement, (iii) all obligations of Customer under any and all modifications, extensions, renewals and rearrangements of any of the foregoing and (iv) all legal expenses (including attorney fees) incurred by Avfuel in the enforcement of the Guaranteed Obligations and against that Guarantor(s) under this of Customer under any and all modifications, extensions, renewals and rearrangements of any of the foregoing and (iv) all legal expenses (including attorney fees) incurred by Avfuel in the enforcement of the Guaranteed Obligations and against that Guarantor(s) under this guaranty (collectively, the "Guaranteed Obligations"). If this Guarantee is signed by two or more Guarantors, then the obligations of the Guarantors hereunder are joint and several. Each Guarantor waives any right to any notice of any modification, extension, renewal or rearrangement of any Guaranteed Obligation, any waiver or any release of any Guaranteed Obligation and any exchange, release or substitution of any collateral securing any Guaranteed Obligation. Each Guarantor waives notice of acceptance of this Guarantee, notice of default on the part of Customer under any Guaranteed Obligation and all other notices that the Guarantors may otherwise be entitled to receive. Each Guarantor acknowledges and agrees that no modification, extension, renewal or rearrangement of any Guaranteed Obligation, no waiver, release of any claims with respect to any Guaranteed Obligation and no exchange, release or substitution of any collateral securing or to secure payment or performance of any Guaranteed Obligation shall be construed as a waiver, release or modification of the obligations of the Guarantors under this Guarantee. This Guarantee is of payment and performance and not of collection. Accordingly, in the event of a default by Customer under any Guaranteed Obligation, Avfuel may seek and secure payment or performance directly against any or all of the Guarantors without first seeking payment or performance by Customer or any other Guarantor. This is a continuing Guarantee and shall not be revoked by the death or disability of any Guarantor and shall not be revoked by the death of any individual party or by the dissolution of any corporate party or any other entity that is a party hereto, and shall remain in force until Avfuel receives written notice to extend no further credit to Customer on the security of this Guarantee. Such notice shall not discharge any obligation of any Guarantor as to any then existing indebtedness or obligation of Customer arising out of a transaction that took place prior to the receipt of such notice, regardless of the time for determination, maturity, or performance thereof. Each Guarantor hereby authorizes Avfuel to make such credit investigations necessary to satisfy itself as to the credit worthiness of the Guarantor and agrees upon request to provide periodic

statements of financial condition to Avfuel. This Guarantee shall survive the termination of this Agreement until all amounts due Avfuel under this Agreement have been paid in full.

14. CREDIT, CHARGE CARD, AND PAYMENT ACCEPTANCE:

14.1. Customer is participating in Avfuel's Credit, Charge Card, and Payment Acceptance Program (the "Payment Acceptance Program") Accordingly, unless otherwise agreed in writing, Customer must use Avfuel's platform and gateway for all its payment processing needs and Customer shall honor any valid credit or charge card or other non-card based payment modality listed as accepted in the most current Acceptable Card and Payment List ("ACL") issued by Avfuel and published from time to time on its website at Avfuel.com (the "Accepted Cards") for the purchase by the party to which that card/payment method is issued (the "Cardholder") of products and services if the purchase has been specifically approved by Avfuel. To the extent that a non-card payment modality is not listed among the Approved Cards on the ACL, Customer shall be allowed to process such payment outside of Avfuel's gateway until such payment modality is included among the Approved Cards on the ACL.

14.2. Customer shall prepare a voucher for each transaction (a "Card Transaction") with an Accepted Card (a "Voucher") and shall promptly submit that Voucher to Avfuel. The term "Voucher" means an electronically prepared credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer and for which Customer is retaining a copy signed a person authorized to use that Accepted Card (an "Authorized User"). Each Voucher must be submitted electronically by means of an approved point of sale machine or point of sale software system (a "POS Device") in accordance with the instructions contained in the then current edition of Avfuel's Manual that can be viewed or downloaded at Avfuel's website at Avfuel.com or according to the approved point of sale software vendors instructions. In all Card Transactions, the Customer is responsible for making sure that the card presented is an Accepted Card and is not expired and that the person signing the Voucher is an Authorized User. In Card Transactions where the Voucher is first prepared manually, the Customer is also responsible to make sure that the Voucher is complete and legible. If imprinted and hand written amounts on a Voucher do not agree the lesser amount shall be presumed to be correct. The Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means batches of Vouchers should be submitted (settled) at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours. Customer must keep copies of signed Vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested. Manual Card Transactions are for pre-arranged emergency processing only and are not accepted under most circumstances. Higher discount rates apply for manual Card Transactions and electronic Card Transactions not settled and received daily by 11 pm Central Time.

14.3. Upon receipt from the Customer of a properly prepared and processed Vouchers, Avfuel shall, on its normal schedule, remit to Customer or, as Avfuel may elect, credit Customer's fuel purchase account with Avfuel, in an amount equal to the total face amount of all such Vouchers less such discounts as applicable according to Avfuel's then current Accounts Receivable Discounts Schedule ("ARDS") issued to Customer by Avfuel and subject to adjustments and chargebacks as provided in Section 14.7 below and less any fees for AVTRIP point awards. In addition to any lien rights which Avfuel might otherwise possess as a result of services provided to the Cardholder, upon Customer's receipt of the payment or credit from Avfuel for the Vouchers generated from the Customer's sales to that Cardholder, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any property owned by the Cardholder arising from the Card Transaction(s) for which those Vouchers were issued. Avfuel's ARDS is subject to change upon five (5) days prior written Notice.

14.4. Customer acknowledges merchant processing instructions and rules and regulations established by the issuers of the Accepted Cards (the "Issuers") in the Issuers' websites that are included in or referenced in Avfuel's website at Avfuel.com and agrees to abide by these instructions, rules and regulations, as updated from time to time by the Issuers. Furthermore, Customer agrees to comply with all Data Security Standards and Data Security Policies of the Issuers (the "PCI/DSOP Requirements") and certifies to Avfuel that it is and will continue to be compliant with those PCI/DSOP Requirements. Customer shall defend, indemnify and hold harmless Avfuel and its credit card processor from any claims based on Customer's non-compliance with Customer's commitments in this Section including but not limited to penalties, fines, and any costs incurred in responding to any action alleging such non-compliance. Customer understands that failure to be fully compliant with the PCI/DSOP Requirements may result in loss of right to process Card Transaction under the Payment Acceptance Program.

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14.5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing Card Transactions that are included in Avfuel's website at Avfuel.com. Avfuel reserves the right to amend any and all instructions in its website and to add new instructions to its website from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS Machines, software and im printers from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written Notice.

14.6. Customer shall be solely liable and responsible for charging and subsequent remittance of all taxes to the proper authorities for all Card Transaction regardless of whether charged to purchaser. Avfuel does not assume any responsibility for the setup, tax rate, reporting or payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims. CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING THE TAXES THAT MUST BE CHARGED FOR EACH CARD TRANSACTION AND FOR PROPER SETUP FOR TAXES IN ANY ELECTRONIC SYSTEM AND THE MAINTENANCE OF THAT ELECTRONIC SYSTEM.

14.7. Without limiting the generality of other provisions of this Agreement or in Avfuel's website at Avfuel.com pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any Voucher:

14.7.1. Where any of the required information is omitted or illegible;

14.7.2. That is imprinted or processed with an expired credit card;

14.7.3. Covering a purchase not authorized by the Cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;

14.7.4. Covering a transaction that has not been authorized by Avfuel or does not carry a valid authorization code;

14.7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;

14.7.6. That becomes the subject of a dispute between Customer and Cardholder, including but not limited to cases where the Customer did not conspicuously post at its facility and print on a work order signed by the Cardholder the Customer's return policy for goods and services.

14.7.7. Where the Authorized User has not received a copy of the Voucher;

14.7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;

14.7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;

14.7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;

14.7.11. If the Card Transaction occurred or was settled after the date of expiration or termination of this Agreement;

14.7.12. Created by any person other than Customer, or in any transaction other than a Card Transaction in which Customer has sold merchandise or services to a purchaser presenting an Accepted Card for use in payment for that Card Transaction;

14.7.13. That are charged back to Avfuel or rejected for processing by an Issuer or processor for any reason at all; or

14.7.14. That in any other manner does not conform to this Agreement or with Avfuel's or Issuer's instructions for recording and processing Card Transactions in its website at Avfuel.com.

14.7.15 Where Customer has processed a post authorization transaction with no authorization, a fake authorization or an authorization received from anyone other than the company issuing the card

14.8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such excess within three (3) days after notice that such excess is due. Upon reimbursement, title to the Voucher(s) that include such excess and the indebtedness represented thereby (to the

extent of such excess) shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

14.9. Cash advances may not be charged on any Accepted Card and charges for fuel in Vouchers shall only include charges for fuels from stocks delivered by and purchased from Avfuel.

14.10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the Card Transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish a Summary shall not relieve Customer of any obligations under the Payment Acceptance Program. Customer agrees to review all such Summaries promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each Card Transaction submitted. Customer shall have forty-five (45) days from the date of a Card Transaction to provide Avfuel Notice that the Card Transaction has not been properly accounted for or that payment has not been received. If no such Notice is given, such Card Transaction shall be conclusively presumed to have been settled and closed.

15. ASSIGNMENT: Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

16. NOTICES: All notices permitted or required under this Agreement (each a "Notice") shall be in writing. Notices by facsimile or email transmission shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number or email address designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

17. PROGRAM PARTICIPATION:

17.1. The provisions of these General Terms and Conditions will apply to the BRAND PROGRAM, AVTRIP PROGRAM, AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, CONTRACT FUEL PROGRAM, and EQUIPMENT LEASE PROGRAM that are described in the subparts below (each a "Program") except to the extent these provisions are inconsistent with the provisions in the subpart describing that Program.

17.2. If the Customer participates in any Program, whether by formally electing to participate in that Program by selection in the Summary or by informally electing to participate in that Program by taking part in the benefits of that Program, the Customer will be bound by and subject to the provisions in the subpart relating to that Program, as supplemented by the provisions of these General Terms and Conditions.

17.3. Avfuel reserves the unilateral right to amend, suspend, or terminate any Program at any time effective upon written Notice to the Customer. Termination of Customer's participation in any one Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

18. EXCLUSIVE JURISDICTION: Each Party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute and the enforcement of any rights in any way arising from or relating to this Agreement shall exclusively be the courts of the state of Michigan sitting in Washtenaw County, and any applicable Michigan appellate court. This Agreement shall be construed as having been made and entered into in the State of Michigan. Each Party submits and consents to personal jurisdiction in Washtenaw County, Michigan, and agrees that it is a convenient forum to resolve any such disputes and enforce any such rights, each Party hereby waiving to the fullest extent possible the defense of an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in any jurisdiction anywhere in the world.

19. EXCLUSIVE GOVERNING LAW: This Agreement, and all other matters arising from or relating to this Agreement, are exclusively governed by, and exclusively construed in accordance with, the laws of the State of Michigan, without

20. SEVERABILITY: In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

21. ENTIRE AGREEMENT/AMENDMENTS: This Agreement, including all of its parts, sets forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of the Summary or Special Terms and Conditions shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer. Avfuel reserves the right at any time and from time to time to amend these General Terms and Conditions and the Programs. The General Terms and Conditions and the Programs, as amended from time to time, are posted at www.avfuel.com. If Avfuel and Customer have, prior to the effective date, been parties to any other agreement relating directly to the sale of Products to Customer (a "Prior Agreement"), such Prior Agreement, except for guarantees, shall be superseded as of the effective date and all rights and obligations between Avfuel and Customer with respect to the supply of Products from and after the effective date shall be governed by the terms of this Agreement. The terms and conditions of such Prior Agreement shall, however, remain in full force and effect with respect to rights and obligations relating to the supply of Products prior to the effective date and nothing contained in this Agreement shall be construed as terminating or otherwise affecting any such rights or obligations.

BRAND PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Brand Program. Accordingly, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sub-license (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first-class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, designating Avfuel as the loss payee. The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor

permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (a) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale; (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not. Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Avfuel may, but shall be under no obligation to conduct periodic tests and inspections as it may deem appropriate to evaluate compliance with this Agreement. Copies of all test and inspection reports shall be given to Customer. It is expressly understood that the purpose of any such tests or inspections is to assist Customer in complying with the standards set for a Branded Dealer. By performing such tests or inspections Avfuel assumes no responsibility for Customer's failure to comply with the Standards or for safety hazards, latent or patent, created or maintained by Customer. If Avfuel determines, in its sole discretion, that Customer is or has violated this provision, then Avfuel may suspend or terminate Customer's right to use Avfuel's Brands and or Trademarks.

AVTRIP PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.

2. Customer will:

2.1. Use its best efforts to enroll pilots in the AVTRIP Program;

2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities;

2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, \$.01 for each AVTRIP point awarded;

2.4. Maintain complete records of all points earned by participating pilots;

2.5. Train its personnel in the operation of the AVTRIP Program, and prominently post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program; and

2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.

3. Avfuel will:

3.1. Act as the administrator of the AVTRIP Program; and

3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.

4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the AVTRIP Program at any time effective upon written notice to the Customer. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of twelve (12) consecutive months. Customer may withdraw from this Program

upon ninety (90) days' Notice to Avfuel. See Section 16 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

CONTRACT FUEL DEALER PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a CFC" as the context may require) aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, and is included in a listing of purchasers eligible to purchase aviation fuel and other products and services under the CFD Program. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.

2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: (a) if Avfuel's inventory is held separately in a segregated storage facility, Customer will withdraw fuel from that facility only to supply authorized CFCs and (b) if Avfuel's inventory is commingled with the inventory of the Customer (and, if applicable, third parties) in unsegregated facilities, Customer will not use or permit others to use Avfuel's inventory to supply parties other than authorized CFCs and to that end Customer shall not at any time make or permit withdrawals from that facility that would reduce the fuel in such facilities below the level of Avfuel's inventory (and, if applicable, the inventories of third parties). Customer shall measure Avfuel's inventory and reconcile that inventory on an ongoing basis. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5th day following the end of each month. If Avfuel's inventory is commingled in an unsegregated storage facility, gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than 1/4% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. Customer shall maintain Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer's or Avfuel's inventory (which is subject to approval by Avfuel).

3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently established between Avfuel and the CFC. If Avfuel maintains an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.

4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC. Avfuel, as the seller of all aviation fuel supplied to the CFC, will be the holder of and have the sole right to exercise all lien rights under applicable law on the aircraft into which that aviation fuel is supplied. In addition to any lien rights which Avfuel might possess as a result of services provided to a CFC, upon Customer's receipt of the credit from Avfuel for the vouchers generated from the Customer's deliveries of fuel to that CFC, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any equipment or other property owned by the CFC arising from such deliveries of fuel.

5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all

sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions of the Customer, then the Customer will be liable to Avfuel for that loss or contamination.

6. The into-wing services provided by the Customer in delivering the aviation fuel to the CFC and any other services or products other than aviation fuel to the CFC for which a fee is charged will be deemed sold by the Customer to the CFC. The Customer's fees to CFC's for into-wing services will be at a charge equal to the lowest charge imposed by the Customer to any other purchaser of aviation fuel at the FBO, less the discount that would be applicable to that charge under Avfuel's Payment Acceptance Program (in that Avfuel will incur the discount in collecting that charge from the CFC). All other services and products will be supplied at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, flowage fees, tie-down services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.

7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.

8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable and Avfuel will thereafter invoice, collect and retain those charges from the CFC.

9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and, subject to the "most favored customer" provision in Paragraph 6, Customer may change those fees upon seven (7) days written Notice to Avfuel.

10. Customer will generate an electronic written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name; the authorization number; pilot's name; aircraft registration number; flight or ID number provided by the CFC if applicable, transaction date(s); and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.

11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon seven (7) days written Notice to Customer.

12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within ten (10) days following Avfuel's receipt of the Ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and

any charge that is disputed by the CFC, correctly or incorrectly, on grounds that the charge is invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory, not performed or not delivered may be charged back to Customer at Avfuel's option; b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option; and c) any Ticket that is incomplete, illegible, or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

EQUIPMENT LEASE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S EQUIPMENT LEASING PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has elected to participate in Avfuel's Equipment Lease Program. Accordingly, Avfuel, either for its own account or through one of its subsidiaries, agrees to deliver and lease the equipment identified in the Special Terms and Conditions (the "Equipment") at the lease rates shown in the Special Terms and Conditions to Customer for its sole use. All additional equipment or replacement equipment delivered to Customer but not listed in the Special Terms and Conditions shall also constitute Equipment subject to the provisions of this Section. For example, Customer may lease POS equipment from Avfuel at the then current lease price. Customer hereby agrees to pay Avfuel in advance the monthly lease payments prorated for any partial month. Avfuel may increase the rent during the term of the Lease upon 30 days written Notice. Customer shall be permitted to notify Avfuel within the first 15 days of that Notice period of its intention to terminate the lease effective on the date that the increase goes into effect. If Avfuel rescinds the rate increase, the lease shall continue in effect at the then current rates. If it does not rescind the increase, the lease shall expire on the date the increase goes into effect. Unless otherwise agreed, the term of the lease of each item of Equipment (a "Lease") shall correspond to the term of this Agreement.

2. Avfuel will advance the costs for the transport of the Equipment from the Avfuel facility to the Customer's facility and the responsibility for those costs will be as follows: (a) if the initial term of the Lease is less than five (5) years, at the time of delivery of the Equipment Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; (b) if the initial term of the Lease is five (5) years or more but is terminated before the end of the first five (5) years of that initial term as a result of the default by the Customer (truck lease being terminated for any reason other than a Default by Avfuel), then at the time of that termination, Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; and (c) if the initial term of the Lease is at least five (5) years and is not terminated before the end of that initial term, then Avfuel will bear those advanced costs without any right of reimbursement from the Customer.

3. Customer shall inspect the Equipment and shall make written notes as to any defects that are observed. A copy of all such notes shall be faxed or emailed to Avfuel within forty-eight (48) hours after the Equipment is delivered to the Customer. The failure to make and deliver those notes within that period will constitute the Customer's acknowledgement that there were no defects in the Equipment at the time delivered to the Customer.

4. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or its rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances. Customer also agrees and understands that Avfuel may file such evidence of its ownership of the equipment as may be necessary in the state where the equipment is located.

5. AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, OR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT THAT APPEARS IN THE SPECIAL TERMS AND CONDITIONS.

6. Any of the Equipment that is used to store or transport Products shall be used solely for storing or transporting Products supplied to Customer under this Agreement.

7. The Equipment is not licensed or titled for use on public roads. The Equipment shall not be moved from the facility to which it was delivered nor operated on any public road without the prior written consent of Avfuel.

8. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

9. The maintenance obligations with regard to the Equipment are as follows.

9.1. Except as set forth in Section 9.2 below, Customer will maintain the Equipment in as good a condition as it was on the day of delivery, normal wear and tear excepted. Customer shall, at its sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of the Equipment. Customer shall also be responsible for all meter calibration and certification (meters are not calibrated or certified when delivered) and all tire maintenance, repair, and replacement. **CHANGING A TIRE ON A REFUELER TRUCK IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.** Customer shall keep complete and accurate maintenance records and Avfuel is entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At Avfuel's option, any item of repair or maintenance that would be the responsibility of Customer may be performed by Avfuel and billed back to Customer as additional rent. Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the prior express written consent of Avfuel.

9.2. Avfuel shall be responsible for the following refueler truck repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after it learns of the need for such repairs. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage, which may be caused by, or result to Customer by reason of the fact that the Equipment becomes inoperable. If any such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

10. Customer shall be responsible for all Federal, State, and local taxes, fees, etc. that are assessed on the use or value of the Leased Equipment, including but not limited to, personal property, sales, and use taxes.

11. Customer shall secure insurance against any damage to or loss of the Equipment with coverage equal to the actual cash value of the Equipment and with the limitation of that coverage not less than the amount specified for that Equipment in the Special Terms and Conditions. Insurance policies shall be issued by insurance companies acceptable to Avfuel (which acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary as loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect for the equipment for so long as Customer continues to lease that Equipment.

12. IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS, CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION, EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.

13. Upon termination of any Lease, at any time and for any reason, Customer shall (a) return the Equipment to Avfuel in as good condition as when Customer received it, normal wear and tear excepted, (a) pay for any necessary repair and replacement of any damages or missing Equipment, and (c) pay all costs for the transport of the Equipment from the Customer's facility to Avfuel's facility. If Customer breaches any of these commitments, Avfuel may advance those costs and invoice the Customer for those costs and the Customer will pay that invoice within twenty (20) days.



TOWN OF
PINEDALE
WYOMING

E-3

Item: Approve the grant agreement with AvFuel Corporation, in the amount of \$25,000.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:

GRANT AGREEMENT

THIS AGREEMENT, dated **May 22, 2024**, is between the **Town of Pinedale**, with its principal offices at **205 Entertainment Lane, Pinedale, WY 82941**, a Wyoming Municipality hereinafter called “Customer”, and AVFUEL CORPORATION (“Avfuel”) a Michigan Corporation, and confirms the terms and conditions upon which Avfuel has granted **\$25,000** (the “Grant”) as an inducement to Customer to sign and thereafter pay and perform its commitments to Avfuel under the AVIATION FUEL SUPPLY AGREEMENT with an Effective Date of **May 22, 2024**, between Customer and Avfuel (the “AFSA”).

1. Avfuel is paying the Grant to Customer on the date of this Agreement.
2. Unless the AFSA is terminated as provided in Section 3, Customer will have no obligation to repay to Avfuel any portion of the Grant.
3. If the AFSA is terminated prior to **May 22, 2029**, then in all cases except where the termination is as a result of a default by Avfuel in its obligations under the AFSA, Customer will be obligated to repay to Avfuel a portion of the Grant based on the amortization schedule attached to this Agreement (the “Repayment Amount”). The Repayment Amount will be payable in full as of the effective date of termination, and the amount of the attached Termination Repayment Amount schedule.
4. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Wyoming.

SIGNED as of the date first stated above.

FOR: AVFUEL CORPORATION

By:

William B. Light

Title: Vice President, Administration

FOR: TOWN OF PINEDALE

By:

(Signature)

(Print Name)

Title:

(Print Title)

USE THIS TAB FOR RECONCILIATION

Assumptions:

1 months in a year
 2 Interest rate = 3%
 5 **Prime rate adjusted as of each April 1st and each October 1st**

Town of Pinedale

Pymt #	Date	Beginning Balance	Payment	Prime	Increment	Interest Rate	# of Days	Interest	Principal	Ending Balance
	06/01/24	25,000.00								25,000.00
1	06/01/24	25,000.00	549.81	8.5000%	3.0000%	11.5000%	31	239.58	310.23	24,689.77
2	07/31/24	24,689.77	549.81	8.5000%	3.0000%	11.5000%	60	236.61	313.20	24,376.57
3	08/31/24	24,376.57	549.81	8.5000%	3.0000%	11.5000%	31	233.61	316.20	24,060.37
4	09/30/24	24,060.37	549.81	8.5000%	3.0000%	11.5000%	30	230.58	319.23	23,741.14
5	10/31/24	23,741.14	549.81	8.5000%	3.0000%	11.5000%	31	227.52	322.29	23,418.85
6	11/30/24	23,418.85	549.81	8.5000%	3.0000%	11.5000%	30	224.43	325.38	23,093.47
7	12/31/24	23,093.47	549.81	8.5000%	3.0000%	11.5000%	31	221.31	328.50	22,764.97
8	01/31/25	22,764.97	549.81	8.5000%	3.0000%	11.5000%	31	218.16	331.65	22,433.32
9	02/28/25	22,433.32	549.81	8.5000%	3.0000%	11.5000%	28	214.99	334.82	22,098.50
10	03/31/25	22,098.50	549.81	8.5000%	3.0000%	11.5000%	31	211.78	338.03	21,760.47
11	04/30/25	21,760.47	549.81	8.5000%	3.0000%	11.5000%	30	208.54	341.27	21,419.20
12	05/31/25	21,419.20	549.81	8.5000%	3.0000%	11.5000%	31	205.27	344.54	21,074.66
13	06/30/25	21,074.66	549.81	8.5000%	3.0000%	11.5000%	30	201.97	347.84	20,726.82
14	07/31/25	20,726.82	549.81	8.5000%	3.0000%	11.5000%	31	198.63	351.18	20,375.64
15	08/31/25	20,375.64	549.81	8.5000%	3.0000%	11.5000%	31	195.27	354.54	20,021.10
16	09/30/25	20,021.10	549.81	8.5000%	3.0000%	11.5000%	30	191.87	357.94	19,663.16
17	10/31/25	19,663.16	549.81	8.5000%	3.0000%	11.5000%	31	188.44	361.37	19,301.79
18	11/30/25	19,301.79	549.81	8.5000%	3.0000%	11.5000%	30	184.98	364.83	18,936.96
19	12/31/25	18,936.96	549.81	8.5000%	3.0000%	11.5000%	31	181.48	368.33	18,568.63
20	01/31/26	18,568.63	549.81	8.5000%	3.0000%	11.5000%	31	177.95	371.86	18,196.77
21	02/28/26	18,196.77	549.81	8.5000%	3.0000%	11.5000%	28	174.39	375.42	17,821.35
22	03/31/26	17,821.35	549.81	8.5000%	3.0000%	11.5000%	31	170.79	379.02	17,442.33
23	04/30/26	17,442.33	549.81	8.5000%	3.0000%	11.5000%	30	167.16	382.65	17,059.68
24	05/31/26	17,059.68	549.81	8.5000%	3.0000%	11.5000%	31	163.49	386.32	16,673.36
25	06/30/26	16,673.36	549.81	8.5000%	3.0000%	11.5000%	30	159.79	390.02	16,283.34
26	07/31/26	16,283.34	549.81	8.5000%	3.0000%	11.5000%	31	156.05	393.76	15,889.58
27	08/31/26	15,889.58	549.81	8.5000%	3.0000%	11.5000%	31	152.28	397.53	15,492.05
28	09/30/26	15,492.05	549.81	8.5000%	3.0000%	11.5000%	30	148.47	401.34	15,090.71
29	10/31/26	15,090.71	549.81	8.5000%	3.0000%	11.5000%	31	144.62	405.19	14,685.52
30	11/30/26	14,685.52	549.81	8.5000%	3.0000%	11.5000%	30	140.74	409.07	14,276.45
31	12/31/26	14,276.45	549.81	8.5000%	3.0000%	11.5000%	31	136.82	412.99	13,863.46
32	01/31/27	13,863.46	549.81	8.5000%	3.0000%	11.5000%	31	132.86	416.95	13,446.51
33	02/28/27	13,446.51	549.81	8.5000%	3.0000%	11.5000%	28	128.86	420.95	13,025.56
34	03/31/27	13,025.56	549.81	8.5000%	3.0000%	11.5000%	31	124.83	424.98	12,600.58
35	04/30/27	12,600.58	549.81	8.5000%	3.0000%	11.5000%	30	120.76	429.05	12,171.53
36	05/31/27	12,171.53	549.81	8.5000%	3.0000%	11.5000%	31	116.64	433.17	11,738.36
37	06/30/27	11,738.36	549.81	8.5000%	3.0000%	11.5000%	30	112.49	437.32	11,301.04
38	07/31/27	11,301.04	549.81	8.5000%	3.0000%	11.5000%	31	108.30	441.51	10,859.53
39	08/31/27	10,859.53	549.81	8.5000%	3.0000%	11.5000%	31	104.07	445.74	10,413.79
40	09/30/27	10,413.79	549.81	8.5000%	3.0000%	11.5000%	30	99.80	450.01	9,963.78
41	10/31/27	9,963.78	549.81	8.5000%	3.0000%	11.5000%	31	95.49	454.32	9,509.46
42	11/30/27	9,509.46	549.81	8.5000%	3.0000%	11.5000%	30	91.13	458.68	9,050.78
43	12/31/27	9,050.78	549.81	8.5000%	3.0000%	11.5000%	31	86.74	463.07	8,587.71
44	01/31/28	8,587.71	549.81	8.5000%	3.0000%	11.5000%	31	82.30	467.51	8,120.20
45	02/29/28	8,120.20	549.81	8.5000%	3.0000%	11.5000%	29	77.82	471.99	7,648.21
46	03/31/28	7,648.21	549.81	8.5000%	3.0000%	11.5000%	31	73.30	476.51	7,171.70
47	04/30/28	7,171.70	549.81	8.5000%	3.0000%	11.5000%	30	68.73	481.08	6,690.62
48	05/31/28	6,690.62	549.81	8.5000%	3.0000%	11.5000%	31	64.12	485.69	6,204.93
49	06/30/28	6,204.93	549.81	8.5000%	3.0000%	11.5000%	30	59.46	490.35	5,714.58
50	07/31/28	5,714.58	549.81	8.5000%	3.0000%	11.5000%	31	54.76	495.05	5,219.53
51	08/31/28	5,219.53	549.81	8.5000%	3.0000%	11.5000%	31	50.02	499.79	4,719.74
52	09/30/28	4,719.74	549.81	8.5000%	3.0000%	11.5000%	30	45.23	504.58	4,215.16
53	10/31/28	4,215.16	549.81	8.5000%	3.0000%	11.5000%	31	40.40	509.41	3,705.75
54	11/30/28	3,705.75	549.81	8.5000%	3.0000%	11.5000%	30	35.51	514.30	3,191.45
55	12/31/28	3,191.45	549.81	8.5000%	3.0000%	11.5000%	31	30.58	519.23	2,672.22
56	01/31/29	2,672.22	549.81	8.5000%	3.0000%	11.5000%	31	25.61	524.20	2,148.02
57	02/28/29	2,148.02	549.81	8.5000%	3.0000%	11.5000%	28	20.59	529.22	1,618.80
58	03/31/29	1,618.80	549.81	8.5000%	3.0000%	11.5000%	31	15.51	534.30	1,084.50
59	04/30/29	1,084.50	549.81	8.5000%	3.0000%	11.5000%	30	10.39	539.42	545.08
60	05/31/29	545.08	549.81	8.5000%	3.0000%	11.5000%	31	5.22	544.59	0.49



TOWN OF
PINEDALE
WYOMING

F-1

Item: Council meeting that falls on a federal holiday

Action: Approve/Disapprove/Amend

Presenter: Amy Sturman

Information: § 89-1 Day and time of meetings; holidays.

Regular public meetings of the Town Council shall be held on the second Monday and fourth Monday of each month at the hour of 5:00 p.m., providing that, if the meeting date shall be a legal holiday, the meeting shall not be held unless rescheduled by action of the Town Council. The Mayor may modify the time of the regular public meetings upon giving notice as required for special meetings. Special meetings may be held from time to time in accordance with the law.

Recommendation:



TOWN OF
PINEDALE
WYOMING

G-1

Item: Municipal Court

Action: Approve/Disapprove/Discussion

Presenter: Clayton Kainer

Information: Attached

Recommendation:

To the Hon. Mayor Matt Murdock, and the good members of the Pinedale Town Council;
Please accept the following as the Municipal Court's monthly report.

Since March 26, 2024, 12 Town citations have been issued.

In that time frame, the Municipal Court has collected \$335 in fines on pending and newly issued citations.

Two court settings have been held on March 26, 2024, and April 9, 2024. There were only a handful of citations on those dates to be heard; however, none of the cited individuals appeared for the hearings, and letters will be issued.

Sincerely,

Clayton Kainer



TOWN OF
PINEDALE
WYOMING

G-2

Item: Animal Control and Municipal Code Enforcement

Action: Approve/Disapprove/Discussion

Presenter: Michele Smith

Information: Attached

Recommendation:

Town of Pinedale

Animal Control / Municipal Code Enforcement - Monthly Report

March 21, 2024 to April 18, 2024

Animals Cared For In Facility

Dogs:	6 Impounded	7 Returned to Owner	0 Still in Care	0 Foster/Adopted	6 TOP	1 County
Cats:	1 Impounded	0 Returned to Owner	0 Still in Care	1 Foster/Adopted	1 TOP	0 County
Carcasses Removed From Town Limits:	3					
Sent To Lab:	0					
Trapped Skunks:	0 Trapped		0 Success			

March 21, 2024 to April 18, 2024

Interactions:	73 Direct Total Interactions With The Public		
Citations:	12 Issued by MO - PMO1		
Warnings:	4 Issued by MO - PMO1		
Impounded:	0 (attempt) by MO - PMO1		
Vehicles			
Trailers			
Miles Driven:	364	by M. Smith AC/PMO1	(52,887 - 53,251)

Michele Smith

Animal Control / Municipal Code #1

michelesmith@townofpinedale.us

307-749-7775

Pinedale Animal Control Annual Report

Michele Smith ACMO#1

2023 - 2024	July '23	AUG	SEPT	OCT	NOV	Dec	Jan '24	Feb	Mar	Apr	May	June	Annual Total to Date
DOGS													
Impounded	12	9	3	10	12	3	2	7	6	7			71
Returned to owner	10	9	2	8	9	3	2	7	5	7			62
Relinquished	1	1	1	0	2	0	0	0	0	0			5
Adopted/Fostered	1	1	1	2	3	0	0	0	0	0			8
Quarantined	0	1	1	10	3	0	0	7	6	0			28
Euthanized	0	0	0	0	0	0	0	0	0	0			0
TOP	7	4	3	2	3	3	2	3	6	6			39
County	5	5	0	8	9	0	0	4	0	1			32
Incustody end mo.	2	1	0	0	0	0	0	0	1	0			4
CATS													
Impounded	0	1	4	1 ferret	1	0	0	0	5	1			12
Returned to owner	0	0	0	1	1	1	0	0	1	0			4
Relinquished	0	0	0	1	0	0	0	0	0	0			1
Adopted/Fostered	0	0	4	0	0	0	0	0	4	1			9
Quarantined	0	1	4	0	0	0	0	0	2	1			8
Trapped	0	1	3	0	0	1	0	0	3	1			9
Euthanized	1	0	0	0	0	0	0	0	0	0			1
TOP	0	1	4	1	0	1	0	0	2	1			10
County	0	0	0	0	1	0	0	0	3	0			4
Incustody end mo.	0	1	0	0	0	0	0	0	0	0			1
OTHER													
Skunks trapped	0	0	0	0	0	0	0	0	0	0			0
Skunks to lab	0	0	0	0	0	0	0	0	0	0			0
Skunks euthanized	0	0	0	0	0	0	0	0	0	0			0
Traps Set	0	2	0	0	0	0	0	0	3	2			7
Large animal cases	0	0	0	0	0	0	0	0	0	0			0
Badger	0	0	0	0	0	0	0	0	0	0			0



TOWN OF
PINEDALE
WYOMING

G-3

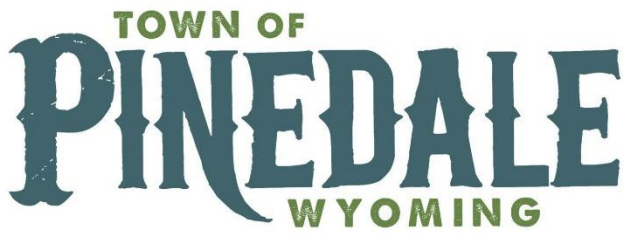
Item: Projects, Public Works, Water & Wastewater, Planning & Zoning

Action: Approve/Disapprove/Discussion

Presenter: Abram Pearce

Information: Attached

Recommendation:



Town of Pinedale Capital Improvement Projects Monthly Report – April, 2024

2022 Airport Master Plan

Project Phase	
ALP – Review FAA	
Project Funding	
2022 Funding	
FDGT Federal Entitlement	\$ 359,800.00 (2022 and 2023 Entitlement)
STGT State Transportation Fund	\$ 23,986.67
Local Match	\$ 15,991.11
Project Status	
<p>Ardurra completed a presentation of the preferred alternative and ALP at the Airport Meeting on April 2, 2024. The Master Plan Technical Advisory Committee was been invited to join the meeting. The preferred alternative to the ALP is being submitted to FAA and WYDOT for review and approval. We are uncertain how long it will take to complete the review of the ALP, but will keep Council appraised to the situation.</p> <p>Staff will organize an update on the Airport Master Plan at a Town Council meeting soon.</p>	
Budget Status	
Design Contract	
Design Contract	\$386,273.00
Budget Spent to Date	\$335,778.67
% of Current Construction Contract Spent	~87%



Transportation Master Plan

Project Phase	
Draft Report	
Project Funding	
2022 Funding	
WYDOT Planning Grant	\$ 50,000
Project Status	
No update since last month	
<p>The draft report and updates to the asset management GIS files were submitted to the Town on December 15, 2023. The Town has reviewed the report & comments from the town were provided to Jorgensen on February 15, 2024. The Town staff met with Jorgensen to discuss the comments, remaining items & recommendations for the report.</p> <p>Jorgensen is working through the comments from the Town & WYDOT to revise and finish the report over the coming weeks. The Town has agreed to modify the completion date to allow time for revisions to the report and address comments from WYDOT & the Town.</p> <p>Jorgensen will meet with the Town staff after spring break due to schedules to discuss the report revisions & finalizing things for timing and schedules.</p>	
Budget Status	
Design Contract	
Design Contract	\$262,387.63
Budget Spent to Date	\$230,384.39
% of Current Construction Contract Spent	88% (\$21,248.36 pending – holding until completion)

US 191/Pine Street Pedestrian Safety Project

Project Phase	
Design	
Project Funding	
2022 Funding	
CD 22308 (TAP Funding)	\$ 160,000
Project Status	
<p>The project has progressed to 50% design. Plans were submitted to WYDOT for preliminary review. The NEPA process is still ongoing with WYDOT – the agency submissions have been received.</p> <p>Design work is continuing to progress – grading work ongoing from agreed horizontal items.</p> <p>Submission to WYDOT (Bridge & Hydraulics) specifically regarding the Barber Creek Underpass area submitted to WYDOT for review – expected response ~May 1st, per Pete.</p>	
Budget Status	
Design Contract	
Design Contract	\$210,150.00
Budget Spent to Date	\$86,751.52
% of Current Construction Contract Spent	41%

Wastewater Master Plan

Project Phase	
Final Report Review	
Project Funding	
2022 Funding	
Project Status	
<p>The WWTP updates were completed and sent to the Town for review. Report Sections III, IV, and V have been edited and sent for comment from the Town and Jorgensen. A criteria decision matrix spreadsheet was created and submitted for Town input/scoring regarding the WWTP improvement alternatives. Review comments were completed by the Town and new sections have be incorporated into the report.</p> <p>Final revisions were made to the report incorporate Town comments & funding planning. The final report was received on March 22, 2024 and forwarded to Town Council. Town Staff will complete review prior to the end of May for final presentation to Council and adoption.</p>	
Budget Status	
Design Contract	
Design Contract	\$256,360
Budget Spent to Date	\$252,151.47
% of Current Construction Contract Spent	98%

Town of Pinedale Shallow Water Main Replacement Project

Project Phase	
Project Design	
Project Funding	
2023 Fund 52 Funding	
DWSRF Loan Application (Pending)	\$1,258,000 (25% Loan Forgiveness, 0% Interest Loan)
Project Status	
<p>The Town of Pinedale Shallow Water Main Replacement Project has progressed to 95% CD's. Town Staff are currently reviewing the CD's prior to submittal to DEQ for review/approval. Once approved by DEQ, the project can be bid.</p> <p>Town staff has completed most of the work associated with the SLIB loan application under CWSRF for ~\$286k for the sewer repairs on Shanley and Jade. This application will be submitted prior to the deadline in April. There was a public hearing on April 8, 2024 for both the sewer loan application as well as the WWTF Phase 1 and Phase 2 Engineering project loan that is anticipated to be submitted in June to SLIB. The minutes from that public hearing are being completed and reviewed. Once approved, the minutes of the Public Hearing will be forwarded to SLIB for review.</p>	
Budget Status	
Design Contract	
Design Contract	\$109,000 (Nelson Engineering)
Budget Spent to Date	\$33,475
% of Current Construction Contract Spent	~31%

Pinedale I&I Reduction Project (Orcutt Seep)

Project Phase	
Engineering Design	
Project Funding	
2023 Fund 52 Funding	
ARPA-LG-1184 Grant	\$452,659.48
Sublette County (via MOU)	\$79,521.26
Project Status	
No update since last month	
<p>Rio Verde Engineering have completed their 30% review with Council and are proceeding on the construction documents. The Town must encumber the funds of the grant by October 31, 2024. Staff will be working with Rio Verde to complete the project and get it to bid as soon as practical. Rio Verde has indicated plans should be complete very soon for the project and we should be very close to bidding for fall/winter construction or perhaps spring 2025 construction.</p> <p>Town Staff are working with Ed Wood on some outreach to the property owner next to the ARV vault to inform him of the scope of the project, expected timelines, etc.</p>	
Budget Status	
Design Contract	
Design Contract	\$94,000
Budget Spent to Date	\$53,105.79
% of Current Construction Contract Spent	~57%

Town of Pinedale Macro Cell Tower

Project Phase	
Design-Build Fixed Scope Proposal	
Project Funding	
2023 Fund 10 – General Fund	
Project Status	
<p>The Town of Pinedale has received a final cost from the Design-build contractor. Staff and Mayor Murdock met with SCSD No. 1 staff to discuss the project and possible avenues forward.</p> <p>A proposed lease has been sent to SCSD No. 1 for review. The lease was reviewed at the April SCSD No. 1 School Board Meeting. Town is awaiting a formal response from the SCSD No. 1.</p>	
Budget Status	
Design Contract	
Design Contract	TBD
Budget Spent to Date	TBD
% of Current Construction Contract Spent	0%

Pathway Connectivity Project

Project Phase	
Engineering Design	
Project Funding	
2023 Fund 10 – General Fund	Min. 9.51% local match of Total Project Cost
TAP CD23308	\$289,568.00 (90.49 %)
Project Status	
<p>Ardurra is proceeding to finalizing the NEPA process. It is close, with the expected final approval approximately 3 months, according to the best available schedule at this time. In the meantime, the Town has permission to discuss the alignment with the Land owners. The consulting team and Town of Pinedale are arranging meetings to discuss the alignment with property owners/easements at the end of April and early May. No negotiations will take place at these meetings. These meetings are specifically to discuss alignment across private property and potential easements to help complete the NEPA process. Negotiation of ROW can only take place after the completion of NEPA.</p>	
Budget Status	
Design Contract	
Design Contract	\$323,374.05
Budget Spent to Date	\$86,757.97
% of Current Contract Spent	27%

PNA SRE Procurement Project

Project Phase	
Awaiting Delivery	
Project Funding	
2023 Fund 31 – County Coop	\$104,733.00
WYDOT Aeronautics APN009A	\$314,196.00
Project Status	
No change since last update.	
<p>The final contract is executed with Tri State Equipment and the Notice to Proceed (NTP) has been issued. Tri State is currently construction the loader, with an estimated date of completion of January-February of 2024. The plow is further out, with an estimated completion in April or May of 2024. The delivery of the truck should be any day now.</p> <p>Tri State will only make one delivery of the plow truck and not multiple deliveries.</p>	
Budget Status	
Engineer Contract (Ardurra)	
Design Contract	\$32,125.00
Budget Spent to Date	\$25,647.15
% of Current Contract Spent	~80%
Supplier Contract (Tri State Equipment)	
Contract	\$383,803.78
Budget Spent to Date	\$0
% of Current Construction Contract Spent	0%

Ralph Wenz Field – 20,000 Gallon Jet-A Tank Installation Project

Project Phase	
Construction	
Project Funding	
2023 Fund 31 Funding	
State of Wyoming CCL Loan – CCL23013	\$440,000
Project Status	
<p>Loan Documents have been executed by the Town of Pinedale and returned to the State of Wyoming for review/acceptance. The loan has a term of 20 years at a 4.36% interest rate. The Town of Pinedale has completed the bidding of the project, and is currently in the contract negotiation phase. The Notice of Award was issued to Bassco Services, Inc. for a total contract amount of \$397,716.57</p> <p>Pay Application No. 1 has been submitted and approved. That check was sent, for stored materials, to Bassco. Pay Application No. 2 has been approved pending the delivery and acceptance of the tank. The tank is scheduled to be delivered in early May at which point that check will be released, upon acceptance of the tank.</p> <p>The Town is working on RFR documents to the loan program at SLIB. RFR No. 1 and RFR No. 2 will go out for the work/payments to date the week of 4/22/2024.</p>	
Budget Status	
Design Contract (Ardurra)	
Design Contract	\$38,858.00
Budget Spent to Date	\$14,907.45
% of Current Contract Spent	~38%
Construction Contract (Bassco Services Inc.)	
Design Contract	\$397,716.57
Budget Spent to Date	\$0
% of Current Construction Contract Spent	0%

Projects On Hold:

1. P&Z Master Plan

Other:

2. 2024 Road Maintenance Project
 - a. Staff has discussed 2024 Streets with Rio Verde. Rio Verde is pulling together estimates for the project. Also discussing a full depth recycle project with Fox Willow.
3. Sewer Repairs Under Pine Street
 - a. Rio Verde is advancing this project. Final design is anticipated in the coming months to provide to WYDOT. Once a cost estimate is understood for final construction costs, the Town staff will report back to Town Council for funding opportunities. One of the areas is being called out for a collection line capacity increase. The design of the project will need to reflect the recommendations of the Master Plan.
4. Asset Management Development
 - a. System Launched
5. IT Contractor

Onboarding is complete. The Town is ready for email and server migration. We are exploring FY25 projects to improve IT including a possible server, access control improvements, backup, and cameras. We are working with SWT to get quotes to review for recommendation to Town Council.
6. Safe Streets and Roads for All – Five Year Program.
7. TAP – SOI due April 15, 2024 – Missed Deadline

Closing Out:

1. Fremont Lake Watershed
 - a. Signage –Sign is printed and complete. Will be mounted when weather allows.

**Public Works Monthly Report
April 2024**

Maintenance

- Service, replace sweeper head, fix lights and repair air leak P-31
- Work on parks trailers
- Service P-30
- Check engine light P-27
- Sharpen chainsaws
- Repair handrail off Garrison bridge

Parks

- Maintain dog pots.
- Clean up trees from park
- Cleared out trees off Coulter Ave
- Start sweeping and cleaning up parks
- Repair sprinkler supply line at town haul
- Work on tree grant and order trees
- Get fertilizer procurement and order
- Clean restrooms at parks and ballfield

Streets

- Sweep streets
- Repair bridge at Burzlander park
- Remove tanks from lake
- Help clean out brine tank at lake
- Help clear out trees from park and Coulter Ave.



Water/Wastewater & Laboratory Report – April 2024

- 6 Work Orders
 - We had only 1 frozen water line this year, it resolved itself in a few hours
- 32 One Call Locates
- WW Plant maintenance
- Cleanup & remove weeds around WW ponds
- DEQ WW Facility and Lab Inspection (they were training a new inspector stationed in Pinedale)
- Pump ground water out of Air Relief Vaults
- Troubleshoot water UV system sensor wiring issue (ongoing)

March 2024 Sample Numbers

Town of Pinedale	Non-Town of Pinedale	Total
Water: 23	23	46
Wastewater: 7	NA	7

Current TOP MTL Clients

Year Round	Seasonal	Infrequent (Quarterly)	Totals
11 Clients	6 Clients	6 Clients	23 Clients
15 Public Water Systems	7 Public Water Systems	Variable # Public Water Systems	20 + Public Water Systems

January 2024 Updates

Project	Update	Next Steps
Wastewater Analyses	<ul style="list-style-type: none"> • WY DEQ on site lab inspection 3/27/24. Inspectors impressed. Awaiting formal report. 	<ul style="list-style-type: none"> • continue robust QC/QA • Possibly adding analysis of outside Wastewater Systems (TOBP? TOM?)

Planning and Zoning Report – March/Mid April 2024

Primary efforts in the past month have been focused on the following items.

1. Wind River Resorts turned in Construction Documents Review is ongoing.
2. Antelope Crossing turned in Construction Documents and Bond. Town Council Granted Final Plat
3. Submission of Final Plat for Crosswinds Lot Division First Amendment Town Council Granted Final Plat.
4. Issued Non-Hosted Short Term Rental Permit for 42 N Franklin Ave
 - Non-Hosted Short Term Rental Permit for 63 S Madison Ave.
 - Hosted Short Term Rental Permit for 502 S Fremont St.
5. Issued Commercial Building permit for the Childrens Discovery Center addition.
6. Issued Residential Building permit for 1149 Mountain Meadow Way (Trails Creek)
 - Residential Building permit for 800 River Bend (Trails Creek)
 - Residential building permit for 1060 Willow Cove Ave. (Trails Creek)
 - Residential Building permit for 121 N Ashley Ave.
 - Residential Building permit for 112 Skyline St.
7. Issued Business Sign permits (Moyes Family Homes) (Zook Mountain Bike Shop) (Engel & Volkers Realty) (The Grazing Goat Restaurant)
8. Issued Fence Permit for 309 Spruce St.
9. Redstone Country Club Commercial Second addition was Granted Preliminary Plat by Town Council.

Respectfully,



Chad Mitchell





TOWN OF
PINEDALE
WYOMING

G-4

Item: Airport

Action: Approve/Disapprove/Discussion

Presenter: Riley Wilson

Information: Attached

Recommendation:



TOWN OF PINEDALE WYOMING

March 30th, 2024

Pinedale Airport Manager's Monthly Report

- AWOS updated and NOTAMs issued as necessary.
- Attended meetings during the month including:
 - Weekly Town safety, supervisor, and manager meetings
- Working with WAC to obtain a scholarship from them to continue my education with AAEE.
- Received certification that both our type 1 and type 4 fluid is within spec for use.
- Procured stickers to update fuel facilities with proper marking as require by NFPA 407
- Began editing the Minimum standards to more closely fit the goals of the airport as well as grammatical errors.
- Wrote an airport newsletter which will be published monthly, including recent activities and safety information for around the airport.
- Reported Fuel Sales to WYDOT for record keeping.
- Fuel Sales report attached.
- Continued renovations to the FBO building, the top floor is getting closer and closer to being completed.

Things I will finalize in April:

- Continue to push traffic in the wintertime to increase fuel sales during the wintertime.
- Complete the hiring of a summer seasonal worker to assist in the busy season.
- Finish the FBO remodel by the end of the month to be prepared for summer.

Should there be questions or comments please feel free to contact me at 307-360-9025 or by email at rileywilson@townofpinedale.us

Respectfully submitted,

Airport Manager



FBO REPORT
MONTH OF MARCH 2024

3/30/2024

To Whom it May Concern:

In the month of March 2024, the TOP flight FBO recorded the following transactions:

LANDING FEE TOTAL	\$ 1530
HANGAR RENT TOTAL	\$ 1114.74
JET A GALLONS	6968
AV GAS GALLONS	821.31
LINE FEES TOTAL	\$ 10,915.45
NON FUEL REVENUE	\$ 13,560.19

For Any Additional Questions contact Riley Wilson.

Signed,

Airport Manager



TOWN OF
PINEDALE
WYOMING

G-5

Item: Pinedale Travel & Tourism Commission

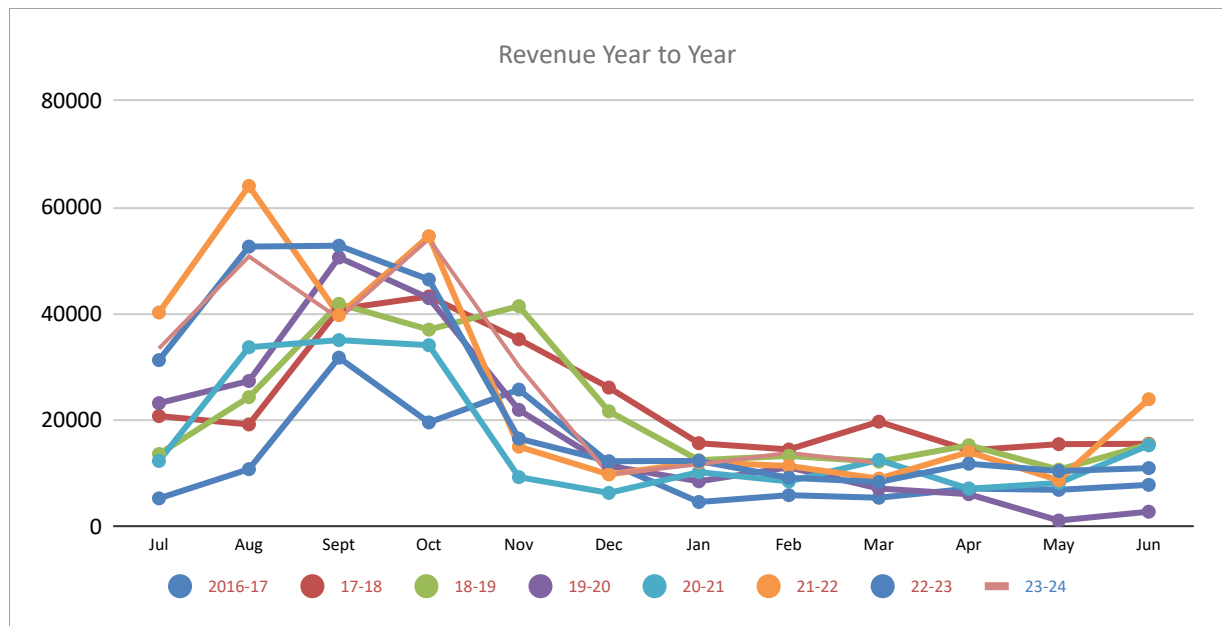
Action: Approve/Disapprove/Discussion

Presenter: Maureen Rudnick

Information: Attached

Recommendation:

	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	Difference
Jul	5288	20758	13628	23181	12319	40211	31267	33469	2202
Aug	10783	19183	24314	27342	33689	63997	52602	50746	-1856
Sept	31731	40837	41838	50554	35031	39717	52765	39114	-13651
Oct	19560	43235	37002	42912	34067	54566	46415	54036	7621
Nov	25727	35177	41417	21917	9278	15008	16516	30135	13619
Dec	12014	26106	21667	11401	6317	9794	12272	9855	-2416
Jan	4605	15653	12467	8495	10223	12087	12326	11677	-648
Feb	5889	14480	13269	11131	8474	11375	9159	13847	4688
Mar	5408	19700	12183	7136	12504	8997	8368	11937	3569
Apr	7126	14310	15271	6072	7102	14002	11791		
May	6891	15477	10694	1129	8181	8702	10436		
Jun	7832	15543	15431	2786	15261	23920	10978		
	142854	280458	259181	214056	192446	302377	274894	254816	13126





TOWN OF
PINEDALE
WYOMING

H-1

Item: Approve the bills for April 22, 2024, in the amount of \$129,918.23 paid with checks 30382 - 30447

Action: Approve/Disapprove/Amend

Presenter: Mayor Pro Tem Swafford

Information: Attached

Recommendation:

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
30382									
04/24	04/16/2024	30382	1487	BASSCO SERVICES INC	PAY APP #1	31-416-0010	PNA FUEL FARM INSTALLATION	87,457.10-	87,457.10- V
04/24	04/16/2024	30382	1487	BASSCO SERVICES INC	PAY APP #2	31-416-0010	PNA FUEL FARM INSTALLATION	98,467.50-	98,467.50- V
Total 30382:									185,924.60-
30414									
04/24	04/16/2024	30414	1487	BASSCO SERVICES INC	PAY APP 1	31-416-0010	PNA FUEL FARM INSTALLATION	87,457.10	87,457.10
Total 30414:									87,457.10
30415									
04/24	04/22/2024	30415	5	A TO Z HARDWARE	071087	10-452-5010	TOWN HALL SPRINKLERS	37.94	37.94
04/24	04/22/2024	30415	5	A TO Z HARDWARE	071170	10-452-2090	CLEANING SUPPLIES	4.99	4.99
04/24	04/22/2024	30415	5	A TO Z HARDWARE	071205	10-452-5010	SEALANT	12.99	12.99
04/24	04/22/2024	30415	5	A TO Z HARDWARE	071230	10-502-5018	SPRAY PAINT	15.90	15.90
04/24	04/22/2024	30415	5	A TO Z HARDWARE	071242	51-433-5010	PVC CEMENT	17.99	17.99
Total 30415:									89.81
30416									
04/24	04/22/2024	30416	1259	ARDURRA GROUP	220064-21	31-416-0015	AIRPORT MASTER PLAN - LOC	18,042.50	18,042.50
04/24	04/22/2024	30416	1259	ARDURRA GROUP	230136-11	31-416-0015	PNA SRE ACQUISITION-LOCAL	926.25	926.25
04/24	04/22/2024	30416	1259	ARDURRA GROUP	230238-11	31-416-0010	PNA FUEL FARM INSTALLATION	796.25	796.25
04/24	04/22/2024	30416	1259	ARDURRA GROUP	230373-6	10-560-5103	PATHWAY CONNECTIVITY DESI	9,795.27	9,795.27
04/24	04/22/2024	30416	1259	ARDURRA GROUP	230611-3	31-416-0015	PNA REHAB S GA APRON-LOCA	18,697.50	18,697.50
Total 30416:									48,257.77
30417									
04/24	04/22/2024	30417	1450	AVFUEL CORPORATION	020297676	31-414-0010	JET A FUEL	28,801.96	28,801.96
04/24	04/22/2024	30417	1450	AVFUEL CORPORATION	020353104	31-414-0030	TYPE I DEICE FLUID	4,225.69	4,225.69
Total 30417:									33,027.65
30418									
04/24	04/22/2024	30418	1487	BASSCO SERVICES INC	PAY APP 2	31-416-0010	PNA FUEL FARM INSTALLATION	98,467.50	98,467.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
Total 30418:									98,467.50
30419									
04/24	04/22/2024	30419	71	B-N-C TRASH SERVICE	550.202404	31-413-0490	AIRPORT TRASH REMOVAL	194.25	194.25
Total 30419:									194.25
30420									
04/24	04/22/2024	30420	1104	BOMGAARS SUPPLY	74648785	31-412-0002	STUD SENSOR	16.99	16.99
04/24	04/22/2024	30420	1104	BOMGAARS SUPPLY	74648798	31-412-0002	BATTERIES	5.49	5.49
04/24	04/22/2024	30420	1104	BOMGAARS SUPPLY	74649612	31-412-0015	AIR COMPRESSOR TOOLS	23.48	23.48
Total 30420:									45.96
30421									
04/24	04/22/2024	30421	84	BUCKY'S OUTDOORS	29962	10-452-5010	CHAINSAW OIL	34.74	34.74
Total 30421:									34.74
30422									
04/24	04/22/2024	30422	1464	CARPENTER, GRACY	20240601	51-433-0100	WATER LEVEL II OPERATOR CE	2,000.00	2,000.00
Total 30422:									2,000.00
30423									
04/24	04/22/2024	30423	1488	CGRS INC	46790	31-414-0015	ANNUAL FUEL FARM INSPECTI	496.25	496.25
Total 30423:									496.25
30424									
04/24	04/22/2024	30424	1251	EMBLEM AVIATION LLC	1029	31-414-0045	JET A STORAGE TANKER LEAS	3,000.00	3,000.00
Total 30424:									3,000.00
30425									
04/24	04/22/2024	30425	161	ENERGY LABORATORIES INC	614828	51-433-1730	WATER TEST SHIPPING	65.00	65.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
Total 30425:									65.00
30426									
04/24	04/22/2024	30426	799	FREEDOM MAILING SERVICES, INC	47579	52-434-0480	CONTRACT BILLING/SEWER	592.77	592.77
Total 30426:									592.77
30427									
04/24	04/22/2024	30427	1215	IDEXX DISTRIBUTION, INC	3149769801	51-433-1735	IN HOUSE LAB SUPPLIES	70.94	70.94
04/24	04/22/2024	30427	1215	IDEXX DISTRIBUTION, INC	3149850845	51-433-1735	IN HOUSE LAB SUPPLIES	741.22	741.22
Total 30427:									812.16
30428									
04/24	04/22/2024	30428	303	MADDEN MEDIA	2024-023082	21-411-0020	FALL CAMPAIGN	5,815.72	5,815.72
Total 30428:									5,815.72
30429									
04/24	04/22/2024	30429	325	MOOSELY MAILBOXES & MORE	88242	31-414-0030	SHIP DEICE FLUID	21.74	21.74
04/24	04/22/2024	30429	325	MOOSELY MAILBOXES & MORE	88326	10-498-0290	CERTIFIED LETTER	11.50	11.50
04/24	04/22/2024	30429	325	MOOSELY MAILBOXES & MORE	88384	10-410-0290	CERTIFIED LETTER	11.81	11.81
Total 30429:									45.05
30430									
04/24	04/22/2024	30430	1047	NELSON ENGINEERING	63975	52-434-1170	SEWER ENGINEERING	2,772.70	2,772.70
04/24	04/22/2024	30430	1047	NELSON ENGINEERING	64050	51-433-4300	SHALLOW WATER MAIN PROJE	9,902.50	9,902.50
Total 30430:									12,675.20
30431									
04/24	04/22/2024	30431	1221	NORTHWEST SCIENTIFIC, INC.	5178422	51-433-1735	IN HOUSE LAB SUPPLIES	225.24	225.24
04/24	04/22/2024	30431	1221	NORTHWEST SCIENTIFIC, INC.	5178624	52-434-1735	IN HOUSE WW LAB SUPPLIES	403.38	403.38
Total 30431:									628.62

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
30432									
04/24	04/22/2024	30432	365	OFFICE OUTLET	0925728	10-410-0290	LAPTOP CABLE	31.50	31.50
04/24	04/22/2024	30432	365	OFFICE OUTLET	0925761	10-410-0290	ELECTION SUPPLIES	12.55	12.55
Total 30432:									44.05
30433									
04/24	04/22/2024	30433	368	ONE-CALL OF WYOMING	70953	51-433-1740	WATER LOCATES	4.50	4.50
Total 30433:									4.50
30434									
04/24	04/22/2024	30434	1313	PEARCE, ABRAM	20240417	51-433-0375	SLIB MEETING PER DIEM	88.50	88.50
Total 30434:									88.50
30435									
04/24	04/22/2024	30435	385	PINEDALE AUTO SUPPLY	103648	10-452-5010	IRRIGATION BOX BOLTS	5.81	5.81
04/24	04/22/2024	30435	385	PINEDALE AUTO SUPPLY	103733	10-410-0490	GLASS CLEANER	6.49	6.49
04/24	04/22/2024	30435	385	PINEDALE AUTO SUPPLY	103739	10-502-5016	TRAILER LIGHTS	70.50	70.50
04/24	04/22/2024	30435	385	PINEDALE AUTO SUPPLY	104002	31-412-0003	OIL & FILTER INTERNATIONAL	202.33	202.33
04/24	04/22/2024	30435	385	PINEDALE AUTO SUPPLY	104419	10-502-5018	SHOP OIL	65.19	65.19
04/24	04/22/2024	30435	385	PINEDALE AUTO SUPPLY	104564	31-412-0003	SRE MAINTENANCE	152.64	152.64
04/24	04/22/2024	30435	385	PINEDALE AUTO SUPPLY	104712	31-412-0003	SRE MAINTENANCE	60.80	60.80
Total 30435:									563.76
30436									
04/24	04/22/2024	30436	394	PINEDALE LUMBER	191967	10-452-5010	BRIDGE REPAIRS	60.84	60.84
04/24	04/22/2024	30436	394	PINEDALE LUMBER	192240	10-502-5018	SAW BLADE	99.99	99.99
Total 30436:									160.83
30437									
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	293878	10-410-0330	WEEKLY AD	100.00	100.00
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	293906	31-410-0002	RECONSTRUCT S GA APRON	323.44	323.44
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	293914	10-410-0330	PUBLISH MINUTES	651.56	651.56
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	293917	10-498-0330	P&Z PUBLIC HEARING NOTICE	56.25	56.25
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	293918	10-498-0330	P&Z PUBLIC HEARING NOTICE	56.25	56.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	293919	10-498-0330	P&Z PUBLIC HEARING NOTICE	56.25	56.25
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	294564	10-410-0330	WEEKLY AD	100.00	100.00
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	294586	31-410-0002	RECONSTRUCT S GA APRON	323.44	323.44
04/24	04/22/2024	30437	898	PINEDALE ROUNDUP	294591	10-410-0330	PUBLISH SAMPLE BALLOT	253.13	253.13
Total 30437:									1,920.32
30438									
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0100.03.22	31-410-0220	REFUND CLEANING FEE	15.00-	15.00-
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0100.04.13	31-410-0220	REFUND CLEANING FEE	15.00-	15.00-
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0401.04.05	31-412-0002	FBO REMODEL SUPPLIES	170.54	170.54
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0418.04.04	10-452-5010	IRRIGATION SUPPLIES	9.37	9.37
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0418.04.11	31-412-0002	CARPET CLEANER	59.99	59.99
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0418.04.110	31-412-0002	CARPET CLEANER	23.99	23.99
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0421.04.09	51-433-1735	IN HOUSE WATER TESTING	4.19	4.19
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0434.04.15	31-412-0002	FBO REMODEL SUPPLIES	24.57	24.57
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0497.04.08	31-412-0002	FBO REMODEL SUPPLIES	64.16	64.16
04/24	04/22/2024	30438	437	RIDLEY'S FAMILY MARKET	0497.04.10	31-412-0002	FBO REMODEL SUPPLIES	14.36	14.36
Total 30438:									341.17
30439									
04/24	04/22/2024	30439	438	RIO VERDE ENGINEERING, INC.	4944-07	52-434-5100	I&I REDUCTION PROJECT	8,353.80	8,353.80
04/24	04/22/2024	30439	438	RIO VERDE ENGINEERING, INC.	5054-01	51-433-1170	COLORADO DITCH STORAGE R	2,799.39	2,799.39
Total 30439:									11,153.19
30440									
04/24	04/22/2024	30440	453	ROCKY MOUNTAIN POWER	20240329 AIR	31-413-0090	AIRPORT LIGHTS	1,147.48	1,147.48
04/24	04/22/2024	30440	453	ROCKY MOUNTAIN POWER	20240415 205	10-410-1611	205 ENTERTAINMENT LANE	506.21	506.21
04/24	04/22/2024	30440	453	ROCKY MOUNTAIN POWER	20240415 DK	10-452-1611	BALLFIELDS	234.91	234.91
04/24	04/22/2024	30440	453	ROCKY MOUNTAIN POWER	20240415 LIF	10-452-1611	LIFT STATION	95.85	95.85
04/24	04/22/2024	30440	453	ROCKY MOUNTAIN POWER	20240415 S L	10-452-1611	S LAKE RR	38.47	38.47
04/24	04/22/2024	30440	453	ROCKY MOUNTAIN POWER	20240415 S25	52-434-1611	55 S RD LAGOON	3,205.35	3,205.35
Total 30440:									5,228.27
30441									
04/24	04/22/2024	30441	1466	RUSH TRUCK CENTER - IDAHO FALLS	3036215801	31-412-0003	KODIAK FUEL FILTERS	289.90	289.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
Total 30441:									289.90
30442									
04/24	04/22/2024	30442	1433	SHADOW MOUNTAIN WATER OF WY I	002.B014644	31-414-0040	AIRPORT POTABLE WATER	15.00	15.00
Total 30442:									15.00
30443									
04/24	04/22/2024	30443	1280	STATE OF WYOMING	23002472 Q1-	31-410-0033	QTR 1 AIRPORT SALES TAX 202	663.12	663.12
Total 30443:									663.12
30444									
04/24	04/22/2024	30444	570	TRI-COUNTY SANITATION, INC.	28051	10-452-0490	TOILET RENTAL/SERVICE	41.00	41.00
04/24	04/22/2024	30444	570	TRI-COUNTY SANITATION, INC.	28154	10-452-0490	TOILET RENTAL/SERVICE	41.00	41.00
Total 30444:									82.00
30445									
04/24	04/22/2024	30445	580	UNION TELEPHONE COMPANY, INC.	70097452.040	10-410-1610	UTILITIES-CELL/TOWN&DPW	414.44	414.44
Total 30445:									414.44
30446									
04/24	04/22/2024	30446	586	USA BLUEBOOK	INV00328452	51-433-1730	CALIBRATION REAGENTS	214.73	214.73
04/24	04/22/2024	30446	586	USA BLUEBOOK	INV00332258	51-433-1730	PH SOLUTION	116.00	116.00
Total 30446:									330.73
30447									
04/24	04/22/2024	30447	1276	WIND RIVER FAB	151	51-433-5012	CONTRACT SCADA & NETWOR	837.50	837.50
Total 30447:									837.50
Grand Totals:									<u>129,918.23</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____



TOWN OF
PINEDALE
WYOMING

H-2

Item: Approve payroll and benefits for April 30, 2024

Action: Approve/Disapprove/Amend

Presenter: Mayor Pro Tem Swafford

Information:

Recommendation:
