



Monday, September 9, 2024, Regular Town Council Meeting at 5 p.m.
in the Conference Room of the Pinedale Town Hall, 205 Entertainment Lane
meet.google.com/ykqatvguot 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 August 26, 2024, regular Town Council Meeting

C. CITIZEN/COUNCIL CONCERNS

D. VISITING DELEGATIONS

D-1 Kiwanis Rocky Mountain District

E. CONSENT AGENDA

E-1 Purchase of Loader Tires

E-2 Annual Generator Maintenance Contract

E-3 Pinedale Airport Cell Phone Booster

E-4 Pinedale Airport Network Optimization

F. OTHER TOWN BUSINESS

F-1 Appointment of John Hart to the Pinedale Airport Board

F-2 Pedestrian Safety Project – Section 4(f) *de minimis* Impact Determination

F-3 Pedestrian Safety Project – Jorgensen Associates PSA Amendment No. 3

F-4 Pathway Connectivity Project – Ardurra Group ASA Amendment No. 1

F-5 Extending the 14-day Camper Rule - Discussion

G. ORDINANCES AND RESOLUTIONS

G-1 Planning & Zoning Commission Ordinance Amendment Recommendations

G-2 Ordinance 717, on first read, an Ordinance of the Town of Pinedale, State of Wyoming, amending sub-section B of Section 475-342 of Article XLI of Chapter 475.

G-3 Ordinance 718, on first read, an Ordinance of the Town of Pinedale, State of Wyoming, amending Section 343 of Article XLI of Chapter 475.

H. ROUTINE BUSINESS

H-1 Presentation of the bills for September 9, 2024, in the amount of \$44,791.23 paid with checks 30801 – 30835

I. EXECUTIVE SESSION

I-1 Executive Session to Discuss Personnel

I-2 Executive Session to Discuss Real Estate



TOWN OF
PINEDALE
WYOMING

A-1

Item: Pledge of Allegiance

Action:

Presenter: Mayor Murdock

Information:

Recommendation:



TOWN OF
PINEDALE
WYOMING

B-1

Item: Accept/Amend Agenda

Action:

Presenter: Mayor Murdock

Information:

Recommendation:



TOWN OF
PINEDALE
WYOMING

B-2

Item: Approve the minutes of the August 26, 2024, regular Town Council meeting

Action: Approve/Disapprove/Amend

Presenter: Mayor Murdock

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, August 26, 2024, in the 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 Judi Boyce. Scott Kosiba, absent; excused. Those in attendance included: Sheriff KC Lehr; Janel Scurlock, representing SAFV Task Force; Aaron Seehafer, representing Rio Verde Engineering; Max Lockett; Pat & Jan Bernethy; Ed Wood, Town Attorney; Kevin Mitchell, Public Works Supervisor; and Spencer Hartman, Water-Wastewater Supervisor. Wes Werbelow, representing Ardurra Group, attended virtually.

Mayor Murdock led those present in the Pledge of Allegiance.

Motion by Councilman Swafford to accept the agenda as published. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilwoman Boyce to approve the minutes of the August 12, 2024, regular Town Council meeting as presented. Seconded by Councilman Swafford. Motion passed 3-0-1; Mayor Murdock abstained.

Sheriff KC Lehr reported on calls for service for July 2024 and expressed his appreciation for the assistance given by Public Works employees clearing a fallen tree on Pine Street.

A contract for services presentation was given by Janel Scurlock on behalf of the SAFV Task Force.

Motion by Councilman Loftus to approve the consent agenda items as published. Seconded by Councilwoman Boyce. Motion passed 4-0. Consent agenda items approved were a Temporary Use permit application for the Pinedale High School Homecoming Parade; a Mineral Royalty Grant agreement between the State of Wyoming Office of State Lands and Investments and the Town of Pinedale for the Wastewater Treatment Facility Phase 1 Project, in the amount of \$425,000; an SF-424 Application for Federal Assistance for the construction of the S GA Apron Project at Ralph Wenz Field for total federal assistance in the amount of \$1,558,682, state assistance in the amount of \$103,912, and a local match of \$69,275; a construction contract with Teletractors, Inc. for the completion of the Pinedale I&I Reduction and Conveyance Project, in the amount of \$358,605; and the purchase of a 2004 Chevrolet Suburban from Sublette County, in the amount of \$3,000.

Council discussed the 2025 Wyoming Aviation Capital Improvement Plan (WACIP).

Council reviewed monthly department reports from Municipal Court, Animal Control & Municipal Code Enforcement, Public Works, Water and Wastewater, Planning and Zoning, the Airport, and Travel & Tourism.

Motion by Councilman Swafford to approve Resolution 2024-10, a Resolution amending dates in 2024 that liquor license holders within the Town of Pinedale may operate for up to twenty-

four (24) hours. Seconded by Councilwoman Boyce. Motion passed 3-0-1; Councilman Loftus abstained.

Motion by Councilman Swafford to approve Resolution 2024-11, a Resolution correcting Resolution 2024-05, approving the placement of a lodging tax question on the next general election ballot, in the amount of 2%. Seconded by Councilman Loftus. Motion passed 4-0.

The following bills were presented for payment: A to Z Hardware, \$296.94; Acme Pest Control LLC, \$2,314.75; All American Fuel Company, Inc, \$4,541.95; Aqua Flow Int'l, Inc, \$1,713.10; Ardurra Group, \$26,702.11; Avfuel Corporation, \$77,228.60; B-N-C Trash Service, \$3,793.50; Bomgaars Supply, \$156.07; Bucky's Outdoors, \$409.97; Caselle, Inc., \$2,122.00; Employers Council, \$3,800.00; Energy Laboratories Inc, \$343.00; Ferguson Waterworks #1116, \$8,869.50; Freedom Mailing Services, Inc, \$606.67; Ivie Electric Inc, \$200.80; Jackson Hole Chamber of Commerce, \$299.00; Jorgensen Associates PC, \$14,180.00; KPIN, \$584.00; Madden Media, \$2,083.33; Moosely Mailboxes & More, \$286.29; Mountainland Supply Company, \$154.11; Nelson Engineering, \$5,172.00; Office Outlet, \$96.48; Pinedale Auto Supply, \$42.99; Pinedale Lumber, \$62.35; Pinedale Roundup, \$275.00; Ridley's Family Market, \$66.89; Rocky Mountain Power, \$5,035.14; Rudnick, Maureen, \$3,153.92; Sublette County, \$3,000.00; Team Laboratory Chemical LLC, \$1,393.50; Tri-County Sanitation, Inc., \$73.00; Uline, \$160.29; USA Bluebook, \$290.46; Wyoming Tribune Eagle, \$1,515.00.

Motion by Councilwoman Boyce to approve the bills for August 26, 2024, in the amount of \$171,022.71 paid with checks 30763 – 30797. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilwoman Boyce to approve payroll and benefits for August 31, 2024. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilman Swafford to enter Executive Session to discuss real estate at 5:36 p.m. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilman Loftus to exit Executive Session at 5:49 p.m. Seconded by Councilman Swafford. Motion passed 4-0.

Motion by Councilman Swafford to re-enter Regular Session at 5:49 p.m. Seconded by Councilman Loftus. Motion passed 4-0.

Motion by Councilwoman Boyce to adjourn the meeting. Seconded by Councilman Swafford. Motion passed 4-0. The meeting adjourned at 5:50 p.m.

Matt Murdock, Mayor

ATTEST:

Amy Sturman, Town Clerk



TOWN OF
PINEDALE
WYOMING

D-1

Item: Kiwanis Rocky Mountain District

Action: Approve/Disapprove/Amend

Presenters:

Information:

Recommendation:



TOWN OF
PINEDALE
WYOMING

E-1

Item: Approve the purchase of loader tires from the Tire Den, Inc., in the amount of \$11,445.30.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:



TOWN OF
PINEDALE
WYOMING

PO # _____

Procurement Form

Initiated by: Kevin Mitchell Date: 9/4/24

Purchase Description: Tires for loader

Supplier Name	Amount	Comments
Tire den	\$11445.30	
Discount Tire	\$12260.40	

- 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: _____



Employee Owned & Operated

QUOTE

Invoice Date	Cust No.	Order No	Page	Invoice No.
09/04/2024	100023	23 - 153160	1 / 1	
License:		Mileage: 0		

CT - OGDEN
 2011 W 2100 S
 WEST HAVEN, UT 84401
 Phone: (801) 728-6040

Sold To: TOWN OF PINEDALE
 P.O.BOX 709
 PINEDALE, WY 82941

Ship To:

Purchase Ord. No.	Sales Person	Main Phone	Other Phone	Ship Via	Terms: CASH Entered: GR
	GR	(307) 367-4136			

Item No.	Description	Qty Ordered	Qty Shipped	F.E.T.	Price	Net Extension
ITEM	005537 20.5R25 B/S VSWAS	4.00	4.00		2,491.35	9,965.40
HAL-OR-225-T	HAL-OR-225T RIMEX O-RING .260 MAT	4	4		30.00	120.00
TR618A	AIR/WATER VALVE STEM	4	4		22.00	88.00
OTRDF	OTR DISPOSAL PER CROSS SECTION	20	20		10.00	200.00
SCOTR	SVC CALL-OTR PER HOUR	8.00	8.00		189.00	1,512.00
YY185100	YY185100 - MILEAGE FEE PORT TO PORT	300.00	300.00		1.25	375.00

DO NOT PAY. THIS IS A QUOTE.

Sub-Total Parts:	783.00
Sub-Total Labor:	11,477.40
Non-Taxable Amount:	12,260.40
Taxable Amount:	0.00
Total:	12,260.40

X

Customer Authorization for Estimate

THE TIRE DEN INC.

202 INDUSTRIAL DRIVE
P.O. BOX 1971
ROCK SPRINGS, WY 82901
Telephone: (307) 382-4700

* * * * Quote / Estimate * * * *

Quote #: 13654
Sold To:
TOWN OF PINEDALE
PO BOX 709
PINEDALE WY 82941-0709

Date: 08/26/24
Contact Number:
307-231-5111

Quote Sale: 7
Unit #:
Vehicle:
License:
Mileage: 0
Vin#:

Good

Better

Best

-
Parts/Labor/Tax **\$0.00**
TDepth: Wear: Tract: Miles:

-
Parts/Labor/Tax **\$0.00**
TDepth: Wear: Tract: Miles:

-
Parts/Labor/Tax **\$0.00**
TDepth: Wear: Tract: Miles:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
Quote Name 1 - -								
205R25 BGST VSW DE2	205253BG422851	4.00	2,491.35	0.00	0.00	0.00	9,965.40	
O-RING 24/25 O-RING	TT00123	4.00	13.95	0.00	0.00	0.00	55.80	
GAL TIRE LIFE	SEAL RITE	10.00	22.95	0.00	0.00	0.00	229.50	
STEM SPUD BASE H41	STEM H41	4.00	12.95	0.00	0.00	0.00	51.80	
MILES PORTAL TO PORTAL	SLMILES	200.00	1.54	0.00	0.00	0.00	308.00	
LABOR 240 SER/TRK & MAN A2	SLO050220	9.00	0.00	135.00	0.00	0.00	1,215.00	
LABOR 210 15.5/20.5 DMT & MT	SLO050110	4.00	0.00	54.95	0.00	0.00	219.80	
CUST SATIS Q3SAVESM	FSL-COMP	4.00	0.00	-150.00	0.00	0.00	-600.00	
							Authorized	11,445.30

Quote Notes:

Quote expires: 10/10/24



TOWN OF
PINEDALE
WYOMING

E-2

Item: Approve a contract with Cummins Sales and Service for the 2024 Annual Generator Maintenance, in the amount of \$11,765, exercising the second-year contract per the allowance of the 2023 Generator Maintenance RFQ.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:

Town Staff recommends exercising second year of contract per the 2023 RFQ. 2024 Price = \$11,765 vs 2023 price of \$11,136.

Town of Pinedale 2023 Annual Generator Maintenance/ Request for Quotes

Scope of Work

The purpose of this RFQ is to procure an annual full-service maintenance and two (2) hour load bank for the Town of Pinedale owned generators as listed below. Quote should include the full-service maintenance, two (2) hour load bank, and all incidentals associated with the work. A service record shall be furnished to the Town of Pinedale at the completion of the work. The provided quote shall include a cost per each generator listed. Quotes shall include all materials, labor, equipment, and all incidentals to fully complete the work. Quotes requiring additional contractors by the Town of Pinedale will be rejected.

Generator List

1. West Chemical Feed Building Water Treatment

- Street Address: 825 N Jackson Ave
- Make (Generac)
- Model #QT02516ANSN
- Serial #5410958
- Phase 1
- Volts 120/240
- Amps 104

Transfer Switch

- Model #RTSN200A3
- Serial #4444976
- Volts - 400
- Amps - 200
- Hertz – 60

2. East Chemical Feed Building Water Treatment

- Street address: 2 Orcutt Dr
- Make (Generac)
- Model #QT02516AnSX
- Serial #7222325
- Phase 1
- Volts - 120/240
- Amps - 104

Transfer Switch

- Model #RtSN100A3

- Serial #75573032
- Volts - 240
- Amps – 100

3. McCoy Chemical Feed Building Water Treatment.

- Street Address: 802 W McCoy
- Make (Cummins Gen)
- Model #A0484951
- Serial #E140690458
- 220 – Single Phase
- R536 – 35KW

Transfer Switch

- Part #B494-00-2040
- Volts – 120/240
- Hertz –60
- Phase 1

4. Town Shop

- Street Address: 61 Pinedale South Rd
- Make (Generac)
- Model #10696240200
- Serial #2101369
- Phase 3
- Volts - 277/480
- Amps - 195.4
- Engine #0D3454A

Transfer Switch

- Type – RL4B
- Volts – 480/277
- Amp – 400
- Phase 3

5. Wastewater Treatment

- Street Address: 55 Pinedale South Rd
- Make (Cummins Qsm11)
- Engine #35159085
- Model #Qsm11 – G2

Transfer Switch

- Model ASCO 7000

T, own Staff recommends exercising second year of contract per the 2023 RFQ. 2024 Price = \$11, price

- Part #H7ATS C3600N5C
- Volts – 480
- Hertz –60
- Phase 3

6. Water Treatment Plant

- Street Address: 6 Forest Service Rd
- Make (Kohler)
- Model #20RZ
- Serial #2028022
- Volts – 240
- Phase 1
- Amps – 79

Transfer Switch

- Part # A30027061C
- Volts – 120/240
- Hertz – 60
- Phase 1

7. Water Treatment Plant

- Street Address: 6 Forest Service Rd
- Make (Generac)
- Model #12231900100
- Serial # SG0130GG036.8L30HPYYF
- Volts – 600
- Phase 4
- Cat #JxD63B400H
- Amps – 400

Transfer Switch

- Part #HTS040W-4GNNNYAY
- Volts – 208
- Hertz – 60
- Phase 3

8. Pinedale Airport

- Street Address: 9357 US Highway 191
- Make (Kohler)
- Model 125RZG
- Serial # 1254458

- Phase 1
- Volts 120/240
- Amps 417

Transfer Switch #1

- Model #KCS-DFNC-0200S
- Serial # K2254600
- Volts - 240
- Amps - 200
- Hertz – 60

Transfer Switch #2

- Model #KCS-DFNC-0200S
- Serial # K2254599
- Volts - 240
- Amps - 200
- Hertz – 60

9. Wilson St Lift Stations

- Street Address: Wilson St Lat / Lon N: 42.86556°, W: 109.88342°
- Make (Generac)
- Model # 0052190
- Serial # 4356066
- Volts – 120/240
- Phase 1
- Amps – 125

Transfer Switch

- Model # RTSN100A3
- Serial # 4408578
- Volts – 120/240
- Amps – 100

Timeline

- Deadline of quote submission is on Tuesday , August September 19, 2023. Email quotes to Abram Pearce at abrampearce@townofpinedale.us. Contact Abram at 307-367-4136 with any questions.
- Town of Pinedale Town Council review and selection of Bidder is on Monday, September 25, 2023.
- If the work is performed to the expectation of the Town, the Town of Pinedale will have the option to extend the contract to the following year.



Sales and Service

SALT LAKE CITY UT BRANCH
 2167 SOUTH 5370 WEST
 WEST VALLEY, UT 84120
 Phone: 801-355-6500

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
PINEDALE WASTE WATER TREA PO BOX 709 Pinedale, WY 82941	Contact: Kevin Mitchell Phone: 307 231-5111 Fax: 307 3673515 Cust Id: 488320	Quote Date: 16-JUN-23 Quote Expires: 16-OCT-23 Quote Num: 199470 Quoted By: Jasmin A Ruiz-Rojas Quote Term: 1 Year(s)

Site Information

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	PINEDALE WASTE WATER	61 S PINEDALE SOUTH RD	PINEDALE	WY	82941	
2	WILSON STREET LIFT STATION	WILSON ST	PINEDALE	WY	82941	
3	PINEDALE AIRPORT	9357 US HIGHWAY 191	PINEDALE	WY	82941	
4	MCCOY CHEM FEED BLDG WTP	802 WEST MCCOY	PINEDALE	WY	82941	
5	EAST CHEMICAL FEED BLDG	2 ORCUTT DRIVE	PINEDALE	WY	82941	
6	TOWN SHOP	610 PINEDALE SOUTH ROAD	PINEDALE	WY	82941	
7	WATER TREATMENT	6 FOREST SERVICE ROAD	PINEDALE	WY	82941	
8	WEST CHEMICAL FEED BLDG	825 NORTH JACKSON STREET	PINEDALE	WY	82941	

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	WWTP GENSET	ONAN	GEN SET	250DQAD QSM11-G2	E060917361	ST
2	WILSON STREET	GENERAC	GEN SET	GENERAC 30 KW	4356066	ST
3	PINEDALE AIRP	KOHLER	GEN SET	125KW	2256408	ST
4	MCCOY CHEM F	ONAN	GEN SET	36 KW C36 N6-A048HE	E140690458	ST
5	ECFB	GEN SET	UNLISTED	QT02516ANSX 25KW	7222325	GENSET
6	TOWN SHOP	GENERAC	UNLISTED	SG130 130KW	2101369	ST
7	WT GENERAC	GENERAC	GEN SET	SG130 130KW	2107432	ST
7	WT KOHLER	KOHLER	GEN SET	20RZ	2028022	ST
8	WCFB	GENERAC	GEN SET	QT02516ANSN 25KW	5410958	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	WWTP GENSET	FULL SERVICE/2HR LOADBANK	1	1,530.00	1,530.00
2	WILSON STREET	FULL SERVICE/2HR LOADBANK	1	1,139.00	1,139.00
3	PINEDALE AIRPOR	FULL SERVICE/2HR LOADBANK	1	1,251.00	1,251.00
4	MCCOY CHEM FEED	FULL SERVICE/2HR LOADBANK	1	1,172.00	1,172.00
5	ECFB	FULL SERVICE/2HR LOADBANK	1	1,106.00	1,106.00
6	TOWN SHOP	FULL SERVICE/2HR LOADBANK	1	1,363.00	1,363.00
7	WT GENERAC	FULL SERVICE/2HR LOADBANK	1	1,363.00	1,363.00
7	WT KOHLER	FULL SERVICE/2HR LOADBANK	1	1,106.00	1,106.00
8	WCFB	FULL SERVICE/2HR LOADBANK	1	1,106.00	1,106.00

PMQT - 1657

QUOTED PRICING IS BASED ON WEEKDAYS DURING NORMAL BUSINESS HOURS.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
PINEDALE WASTE WATER TREA PO BOX 709 Pinedale, WY 82941	Contact: Kevin Mitchell Phone: 307 231-5111 Fax: 307 3673515 Cust Id: 488320	Quote Date: 16-JUN-23 Quote Expires: 16-OCT-23 Quote Num: 199470 Quoted By: Jasmin A Ruiz-Rojas Quote Term: 1 Year(s)

PRICING DOES NOT INCLUDE SALES TAX IF ANY OR APPLICABLE

As a result of the outbreak of the disease Covid-19 arising from the novel coronavirus, temporary delays in delivery, labour or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labour or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change.

Standard Agreement Amount	\$11,136.00
Proposal Total	\$11,136.00

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: M. W. Mordack

Date: Oct. 03, 2023

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



Sales and Service

SALT LAKE CITY UT BRANCH
 2167 SOUTH 5370 WEST
 WEST VALLEY, UT 84120
 Phone: 801-355-6500

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
PINEDALE WASTE WATER TREA PO BOX 709 Pinedale, WY 82941	Contact: Kevin Mitchell Phone: 307 231-5111 Fax: 307 3673515 Cust Id: 488320	Quote Date: 01-JUL-24 Quote Expires: 01-OCT-24 Quote Num: 227625 Quoted By: Jasmin A Ruiz-Rojas Quote Term: 1 Year(s)

Site Information

1	PINEDALE WASTE WATER	61 S PINEDALE SOUTH RD	PINEDALE	WY	82941
2	WILSON STREET LIFT STATION	WILSON ST	PINEDALE	WY	82941
3	PINEDALE AIRPORT	9357 US HIGHWAY 191	PINEDALE	WY	82941
4	MCCOY CHEM FEED BLDG WTP	802 WEST MCCOY	PINEDALE	WY	82941
5	EAST CHEMICAL FEED BLDG	2 ORCUTT DRIVE	PINEDALE	WY	82941
6	TOWN SHOP	610 PINEDALE SOUTH ROAD	PINEDALE	WY	82941
7	WATER TREATMENT	6 FOREST SERVICE ROAD	PINEDALE	WY	82941
8	WEST CHEMICAL FEED BLDG	825 NORTH JACKSON STREET	PINEDALE	WY	82941

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	WWTP GENSET	ONAN	GEN SET	250DQAD QSM11-G2	E060917361	ST
2	WILSON STREET GENERAC	GENERAC	GEN SET	GENERAC 30 KW	4356066	ST
3	PINEDALE AIRP	KOHLER	GEN SET	125KW	2256408	ST
4	MCCOY CHEM F	ONAN	GEN SET	36 KW C36 N6-A048HE	E140690458	ST
5	ECFB	GENERAC	UNLISTED	QT02516ANSX 25KW	7222325	GENSET
6	TOWN SHOP	GENERAC	UNLISTED	SG130 130KW	2101369	ST
7	WT GENERAC	GENERAC	GEN SET	SG130 130KW	2107432	ST
7	WT KOHLER	KOHLER	GEN SET	20RZ	2028022	ST
8	WCFB	GENERAC	GEN SET	QT02516ANSN 25KW	5410958	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	WWTP GENSET	FULL SVC/LB (2 HR)	1	1,615.00	1,615.00
2	WILSON STREET	FULL SVC/LB (2 HR)	1	1,204.00	1,204.00
3	PINEDALE AIRPOR	FULL SVC/LB (2 HR)	1	1,322.00	1,322.00
4	MCCOY CHEM FEED	FULL SVC/LB (2 HR)	1	1,239.00	1,239.00
5	ECFB	FULL SVC/LB (2 HR)	1	1,169.00	1,169.00
6	TOWN SHOP	FULL SVC/LB (2 HR)	1	1,439.00	1,439.00
7	WT GENERAC	FULL SVC/LB (2 HR)	1	1,439.00	1,439.00
7	WT KOHLER	FULL SVC/LB (2 HR)	1	1,169.00	1,169.00
8	WCFB	FULL SVC/LB (2 HR)	1	1,169.00	1,169.00

PMQT - 1657

QUOTED PRICING IS BASED ON WEEKDAYS DURING NORMAL BUSINESS HOURS.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. **AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment to this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

15. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

16. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
PINEDALE WASTE WATER TREA PO BOX 709 Pinedale, WY 82941	Contact: Kevin Mitchell Phone: 307 231-5111 Fax: 307 3673515 Cust Id: 488320	Quote Date: 01-JUL-24 Quote Expires: 01-OCT-24 Quote Num: 227625 Quoted By: Jasmin A Ruiz-Rojas Quote Term: 1 Year(s)

PRICING DOES NOT INCLUDE SALES TAX IF ANY OR APPLICABLE

Standard Agreement Amount	\$11,765.00
Proposal Total	\$11,765.00

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

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5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment to this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

15. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

16. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



TOWN OF
PINEDALE
WYOMING

E-3

Item: Approve the installation of a cell phone booster system at the Pinedale Airport by Comtech, in an amount not to exceed \$6,000.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:



QUOTE

1900 Elk St
 Rock Springs, WY 82901
 Phone: (307) 382-5663
 Fax: (307) 382-7323

189 Progress Circle
 Mills, WY 82644
 Phone: (307) 232-8870
 Fax: (307) 265-6578

204 Tulip
 Lander, WY 82520
 Phone: (307) 332-6425

Quote For:

PINEDALE AIRPORT
 JOSH
 Address
 City, State Zip
 614-632-7320

Prepared By	Date	Quote Number
Becky Palmer	8/29/2024	

Quantity	Description	Unit Price	Amount
1	SC-FUSION5X2-Y4P BOOSTER	\$2,299.99	\$2,299.99
2	SC22W DOME ANTENNA	\$39.99	\$79.98
1	SC-UP LIGHTING PROTECTOR	\$69.99	\$69.99
1	MANLIFT 8HR	\$357.00	\$357.00
1	SITE SURVEY	\$500.00	\$500.00
1	MISCELLANEOUS	\$200.00	\$200.00
16	LABOR INSTALLATION 2 GUYS 8HR	\$110.00	\$1,760.00
202	TRAVEL/LOCATION RT	\$1.40	\$282.80
1	SHIPPING	\$98.49	\$98.49

Amount	\$5,648.25
Discount	
Subtotal	\$5,648.25
Sales Tax (6.0%)	\$338.90
Total	\$5,987.15

Pricing is subject to change after 60 days from quote date. NOT TO EXCEED QUOTED PRICE

Approved By: _____ Approval Date: _____



TOWN OF
PINEDALE
WYOMING

E-4

Item: Approve an agreement with Sweetwater Technology Services to optimize the Pinedale Airport network, not to exceed \$5,000.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:



We have prepared a quote for you

Airport Network Optimization

Quote # 001854

Version 1

Prepared for:

Town of Pinedale

Abram Pearce

abrampearce@townofpinedale.us

Prepared by:
Sweetwater Technology Services

Kory Ingersoll
kory@sweetwater-tech.com

Thursday, August 22, 2024

Town of Pinedale
Abram Pearce
205 Entertainment Lane
P.O. Box 709
Pinedale, WY 82941
abrampearce@townofpinedale.us

Dear Abram ,

Sweetwater Technology Services, Inc is a professional IT support center who can provide your business operations with daily support, a secure company network and an infrastructure that delivers customized and trustworthy strategies. In addition to managed and hourly services, we also provide competitive pricing for hardware and security solutions. We are glad you have selected us to bid your services or upcoming projects!

Your estimate is provided below with any additional options we recommend. Please contact your sales rep at (307) 382-7879 if you have any questions about your proposal.

We look forward to working with you!

A handwritten signature in black ink, appearing to read "Kory Ingersoll", with a stylized flourish at the end.

Kory Ingersoll
Client Success Manager
Sweetwater Technology Services, Inc.

Products

Description	Price	Qty	Ext. Price
UniFi LTE Backup Pro	\$279.00	1	\$279.00
Cloud Gateway Ultra Cloud Gateway Ultra	\$161.25	1	\$161.25
UI Care 5 year warranty UI Care 5 Year expedited Replacement, Free Return Shipping + Extended Coverage: https://ui.com/us/en/ui-care	\$35.00	1	\$35.00
UniFi Swiss Army Knife Access Point	\$94.34	1	\$94.34
UniFi Panel Antenna Ultra	\$39.00	1	\$39.00
UniFi Ethernet Surge Protector	\$12.50	1	\$12.50
UniFi Ethernet Patch Cable / White / 1 m	\$2.60	10	\$26.00

Subtotal: **\$647.09**

Fixed Fee Services

Description	Price	Qty	Ext. Price
Fixed Fee Services Fixed Fee Services along with Travel	\$3,950.00	1	\$3,950.00

Subtotal: **\$3,950.00**

Shipping

Product Details	Price	Qty	Ext. Price
Shipping	\$15.00	1	\$15.00

Subtotal: **\$15.00**

Airport Network Optimization



Prepared by:
Sweetwater Technology Services, Inc.

Kory Ingersoll
 (307) 362-7879
 Fax (307) 382-9044
 kory@sweetwater-tech.com

Prepared for:
Town of Pinedale

205 Entertainment Lane
 P.O. Box 709
 Pinedale, WY 82941
 Abram Pearce
 (307) 367-4136
 abrampearce@townofpinedale.us

Quote Information:
Quote #: 001854

Version: 1
 Delivery Date:
 08/22/2024
 Expiration Date:
 08/26/2024

Quote Summary

Description	Amount
Products	\$647.09
Fixed Fee Services	\$3,950.00
Subtotal:	\$4,597.09
Shipping:	\$15.00
Total:	\$4,612.09

Payment Options

Description	Payments	Interval	Amount
Down Payment			
100% down	1	One-Time	\$4,612.09

Summary of Selected Payment Options

Description	Amount
Down Payment: 100% down	
Total of Payments	\$4,612.09

By signing this document, you agree to the terms and conditions. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Sweetwater Technology Services,
Inc.

Town of Pinedale

Signature: 

Name: Kory Ingersoll

Title: Client Success Manager

Date: 08/22/2024

Signature: _____

Name: Matt W. Murdock

Date: _____

Statement of Work

Current Situation:

As a discussed top priority, the airport network needs optimized.

Client Objective:

Internet in the building and the Tarmac needs to be optimized and secured, fail-over internet for fuel station needs set up and overall improved, entrance gate connection, pilot lounge TV can not time out on the internet

In Scope Activities:

- Spec and ordering of hardware
- Network Design
 1. Adding secondary internet via 3G with fail-over
 2. Adding Routing through USG
- Network Diagram and Final Documentation
- Hardware installation on site
- Hardware configuration on site
- Testing and Validation of
 1. Network Communications
 2. Range and throughput of apron Access point
 3. New Security policies
 4. Backup internet verifying that fuel pumps work correctly on 3G
- Clean up of all materials
- Updating of SWT documentation concerning upgrades

Out of Scope Activities:

- Structured cabling runs
- New Power if required
- Facilities work including
 1. Building modification
 2. Outside Access Point installation
 3. Building penetration work for antenna or access point installation

Statement of Work

Deliverables:

- Hardware
- Functional Network Deployment
- Documentation

Milestones:

- Complete Hardware Quote
- Have Hardware Quote approved by client
- Signed Contract
- Hardware Order
- Network Design
- Network Design approved by client
- Hardware Delivery
- Final Customer Call before on-site deployment
- Installation, configuration and Testing
- Project closeout

Client Responsibilities:

N/A

Estimated Time Frame:

4 Weeks from internal approval to Hardware Delivery. Two full days onsite of Design and Deployment.

NOTE: All projects will be closed one week after install is completed. After one week, additional requests will be billed separately.

Appendix

Rates, Travel & Business Hours

Subject to change at any time

After-Hours Rate

Time and a half of contracted rates

Travel and Per Diem - applies on service visits over 20 miles from our Office at 2241 Foothill Blvd, Rock Springs, WY

- Travel time is billed at engineer hourly rate
- Meals (per diem): \$20 maximum per meal if out of town (Max 3 meals per day = \$60)
- Lodging, Transportation & Airfare costs vary dependent on location/season. Will work with client on case by case basis for approval
- No additional charges for fuel or mileage.

Business Hours

Monday – Friday, excludes Holidays

8:00 am – 5:00 pm

Holidays Observed

New Year's Day

Memorial Day

4th of July

Labor Day

Thanksgiving Day

Christmas Day

Project Terms

Project Terms of Service

Summary

We will always do our best to fulfill your needs and meet your goals, and we are providing this to you in writing to clarify the role of each party and to better manage each of our expectations during the term of this Project.

IN SHORT

You are hiring Sweetwater Technology Services, Inc to complete a project or perform hourly services for you. The statement of work and/or materials required for the project, if applicable, shall be included above. Our price guarantee varies per vendor but is typically between 14 and 30 days. Our services are estimated on an educated guess, the more we know about your environment, the more accurate your estimate will be. Our goal is to provide our services within the estimated fixed fee amount listed, but if you request additional work outside of the Statement of Work or delays occur that are not caused by us, there may be additional charges. If the estimate above includes only hardware, services are not included or will be billed actual time.

WHAT DO BOTH PARTIES AGREE TO?

As our client, you agree to provide us with the information and accessibility to your equipment and staff that we need to perform the work we are providing to you such as passwords, software licensing, vendor contracts or other relevant information so that we can provide the best service. It's not necessary to provide us all passwords, but we will be unable to support your system without reasonable and immediate access. All of the information you provide to us will be kept confidential.

You agree to review our work and provide feedback and sign-off approval, when required, in a timely manner. Our staff plans to complete all services in a professional and timely manner, and we are not responsible in the event of delays in receiving materials and/or approvals from you or your staff that are required for us to complete the work required.

TECHNICAL SUPPORT

In an effort to streamline communications, any and all service requests will be available via:

- Call our office at (307) 362-7879
- Log in online to your Client Portal.
- Email helpdesk@sweetwater-tech.com or reply to any of our Help-desk support emails

For after-hours and emergencies, we recommend you call the office to be routed to a tech on-call for the quickest service.

Terms & Conditions

This agreement is between you and Sweetwater Technology Services, Inc, subject to the terms and conditions set forth in this agreement, we

Project Terms

will provide services and/or hardware, subject to the following terms:

PAYMENT

Full or down payment shall be due in advance of any service provided. Final invoices, if balance due will be created upon project completion with Net 15 terms. A \$45 late fee will be assessed on all late payments received 30 days after due date.

RETURNS

Most orders are custom built to client specs and are not eligible for return. Depending on the distributor and manufacturer, items which are eligible for return may be returned within 30 days with a restocking fee of 35% and you are responsible for return shipping.

DISPUTES

If legal proceedings are commenced by either party to resolve a dispute arising out of, or relating to, this agreement, the prevailing party will be entitled to recover all costs, legal fees, and expert witness fees, as well as any costs or legal fees in connection with any appeals.

ADDITIONAL PROVISIONS

We will provide our services during normal business hours. Services performed outside of the normal business hours, or on public holidays shall be subject to after hour rates. See Appendix.

You are responsible for the accuracy & integrity of your data. We are not responsible for deletion, modification, destruction or other loss of data.

We are not responsible for any Internet, telephony or other third-party service provider's uptime, availability, outages or non-performance.

We cannot guarantee network stability, or the proper function of equipment not purchased or configured by us and introduced into your network.

In no event shall our company, employees or agents, be liable for any indirect, incidental or consequential damages, including lost revenues, lost profits, loss of business, and loss of data arising directly or indirectly from the services we provide or any failure to provide those services.

You agree to purchase legally licensed software. We are not responsible if your organization has obtained illegal or illegally licensed software.

On-site services required outside a 20-mile radius of 2241 Foothill Blvd Unit Rock Springs, WY 82901 will be subject to mileage and other fees. See Appendix.

We will not intentionally perform activities to compromise data security or confidentiality. You acknowledge that the Internet and communications over it are not guaranteed to be secure and that connecting to it provides opportunity for unauthorized access to computer systems and data stored therein. Data transferred and stored through the internet may not remain confidential. Use of the Internet is done at your risk and responsibility.

Project Terms

We may identify additional items that need purchased by you for us to meet your expectations and to sufficiently maintain an operative and secure IT Infrastructure. We will work in good faith with you to budget and/or plan for such purchases if needed.

Neither party has the right or authority to assume or create any obligation or responsibility on the part of the other party. This agreement shall not be construed as a partnership or joint venture between parties. You specifically agree not to recruit or hire our employees for a period of 12 months or after.

Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors that are out of our control are not our responsibility.

You are responsible for any local, state or federal sales, use, value-added or other tax tariffs required.

This Agreement shall be governed by the laws of the State of Wyoming.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date set forth below. Your Company accepts the offer of Sweetwater Technology Services, Inc. to render the services or provide hardware described in this agreement.



TOWN OF
PINEDALE
WYOMING

F-1

Item: Approve the Mayor's Appointment of John Hart to the Pinedale Airport Board, effective through June 30, 2027.

Action: Approve/Disapprove/Amend

Presenter: Mayor Murdock

Information: Attached

Recommendation:

July 20, 2024

Mayor Murdock,

I am interested in the Airport Board Vacancy.

My name is John Hart. I can be reached by phone at (580) 579-0289. I live in Pinedale.

I'm providing the following information pertaining to some of my aviation experience:

I served 26 years in the U.S. Army. I was a U.S. Army Helicopter pilot. My active duty service includes 3 years in Germany patrolling the border between what was then East and West Germany, 2 years as helicopter pilot in Vietnam, and duty stations in Washington State, Texas, Georgia, Alabama, and North Carolina. I retired from the U.S. Army with the Rank Of Chief Warrant Officer Four.

After retiring from the military, I worked in Oregon as a Flight Instructor and Charter Pilot for 8 years, managed a Fixed Base Operation providing aircraft refueling, flight instruction and charter flights then went to work in Alaska as a Charter Pilot and Flight Instructor for 6 years. I then worked for the Federal Aviation Administration Flight Standards Office in Anchorage, AK for 2 years. At that time, I decided to totally retire.

During my active duty in the military, I attended several aviation specialty schools. These schools included Instructor Pilot Training, Aviation Accident Prevention Safety Officer's Course with Aviation Accident Investigation, Testing and Evaluation Officer's Course, Nuclear Surety Officer, U.S. Air Force Pilot Survival Course at Fairchild AFB, WA.

During my employment with the Federal Aviation Administration, I attended and completed the FAA Academy at Oklahoma City, OK. I was employed by the FAA as an Aviation Safety Technician, which closely aligned with my military experience in overseeing aviation accident prevention, pilot training, hazardous materials transport compliance, airport and aircraft security, maintaining safety and training records, airport operations and safety. I have a lot of experience researching regulations and implementing regulatory requirements.

I currently hold the following Federal Aviation Administration Airman Certificates:

Commercial Pilot Certificate, Ratings: Airplane Single engine Land and Sea, Airplane Multi-engine Land, Rotorcraft-Helicopter, Instrument - Airplane and Helicopter, Flight Instructor Certificate

Ratings: Airplane Single Engine and Multi-engine, Instrument - Airplane and Helicopter
Mechanic Certificate, Ratings: Airframe and Powerplant, Remote Pilot Certificate, Ratings: Small Unmanned Aircraft Systems.

Can you provide me with an overview of what would be expected of me as a board member?

Thank You,

John Hart



TOWN OF
PINEDALE
WYOMING

F-2

Item: Approve submittal of a letter to the Wyoming Department of Transportation indicating review of the Pinedale Pedestrian Safety Project pathway alignment in relation to parks in the Town of Pinedale and determination of de minimis impact.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:



August 29, 2024

Matt Murdock, Mayor
PO Box 709
Pinedale, WY 82941

Dear Mayor Murdock,

Wyoming Department of Transportation (WYDOT) and the Town of Pinedale are proposing to construct an asphalt pathway along Highway 191 (Pine Street). The proposed project will include 4,500 linear feet of multi-use pathway, 50 linear feet precast box culvert under Highway 191 for pedestrians, 120 linear feet precast box culvert under Highway 191 for Barber Creek, wingwalls, 3500-foot of reconstruction of Highway 191 (including a raise in vertical elevation), 1,500 linear feet of sidewalk, new ADA ramps, and appurtenances.

The Department of Transportation Act of 1966, Section 4(f) requires the Federal Highway Administration and WYDOT to consider impacts to parks, recreation lands (pathways), wildlife and waterfowl refuges, and historic sites during transportation projects development. WYDOT has identified you as an official with jurisdiction over Section 4(f) property with the proposed limits. WYDOT would like to seek a *de minimis* impact to your property described below.

Dudley Key Sports Complex

The Dudley Key Sports Complex has an area of approximately 30 acres with 4 sports fields, paved parking, concessions, restroom facility, pond and gravel and paved pathways throughout the sports complex. The proposed project will connect the existing pathway system to the highway underpass at Barber Creek. Improvements consist of paving the existing gravel pathway that runs along the east edge of the soccer field in addition to a paved pathway connection to the proposed Barber Creek underpass. The proposed work will impact less than 1% of the Dudley Key Sports Complex.

Section 4(f) *de minimis* Impact Determination

Since this acquisition involves the permanent incorporation of recreational pathway (i.e., Section 4(f) property) into a transportation facility, it is considered “use” of Section 4(f) property.

A determination of *de minimis* impact on parks, recreation areas, and wildlife and waterfowl refuges, may be made when all three of the following criteria are satisfied:

1. The transportation use of the Section 4(f) resource, together with any impact avoidance, minimization, and mitigation or enhancement measures incorporated into the project, does not adversely affect the activities, features, and attributes that qualify the resources for protection under Section 4(f);
2. The public has been afforded an opportunity to review and comment on the effects of the project on the protected activities, features, and attributes of the Section 4(f) resource; and
3. The official(s) with jurisdiction over the property are informed of U.S. DOT’s intent to make the *de minimis* impacts determination based on their written concurrence that the project will not adversely affect the activities, features, and attributes that qualify property for protection under Section 4(f).

Activities that take place at the Dudley Key Sports Complex will not be adversely affected by the project except for temporary, short term, construction-related impacts. In the long term, the project will improve access and usability by providing a paved pathway for residents to access the ballfields.

If you concur that the construction of the pathway within the Dudley Key Sports Complex constitutes a *de minimis* impact, please sign below and return the signed copy of this letter.

Thank you.

Sincerely,



Brian Gray, P.E.
Civil Engineering Manager
Principle Engineer

I concur that construction of the pathway within the Dudley Key Sports Complex constitutes a *de minimis* impact.

Matt Murdock, Mayor

Date



- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL



TOWN OF
PINEDALE
WYOMING

F-3

Item: Approve the Professional Service Agreement Amendment No. 3 to the Town of Pinedale Pedestrian Safety Project Agreement with Jorgensen Associates, in the amount of \$25,000, for a total contract price of \$245,150 and extending the completion date to August 31, 2025.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:

AMENDMENT #3
to
PROFESSIONAL SERVICES AGREEMENT

“Town of Pinedale Pedestrian Safety Project”

This document is an AMENDMENT to the Professional Services Agreement between the Town of Pinedale, and Jorgensen Associates, Inc. dated and entered into the 8th day of August, 2022.

The purpose of this AMENDMENT is to provide additional time and compensation to continue the ongoing work on portions of the project. Additional time is necessary to complete the environmental review and WYDOT required work as identified in the original scope of work. Ongoing coordination with WYDOT and Town staff has brought up additional information needed near the Barber Creek area. The additional compensation for this amendment is to provide additional surveying, geotechnical (subsurface) exploration, laboratory testing, data and analysis and testing as described on the attached scope of work.

Original Contract Amount	\$ 220,150.00
Revised Contract Amount	\$ 245,150.00

Prior Contract Completion Date:	December 31, 2024
Revised Contract Completion Date:	August 31, 2025

This AMENDMENT shall be binding upon and shall insure to the benefit of all parties hereto, their successors and assigns.

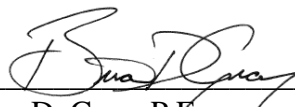
“TOWN”

TOWN OF PINEDALE, a municipal corporation

_____ Date: _____
Matt Murdock
Town of Pinedale, Mayor

Attest _____
Amy Sturman
Town Clerk-Treasurer

“CONSULTANT”

By 
Brian D. Gray, P.E.
Corporate Vice President

Town of Pinedale

US 191 Pedestrian Safety Project

Scope of Work – *Geotechnical Items and Survey*

As part of the Town of Pinedale Pedestrian Safety improvement along Pine Street, the following scope of work is being incorporated at the request of WYDOT.

Task 1) Existing Conditions Survey: (\$500)

- Topo the new concrete in the Pine Street corridor as installed for the Dollar General store near the intersection of Pine Street and Mill Street.
- Process survey data to be used in designing ADA ramps, sidewalk and tie in locations near this property.

Task 7) Groundwater Monitoring (-\$6,500)

- *Work as a part of Amendment 2 was not performed as a separate task and is now included in Amendment 3 with all other geotechnical items. Completing the groundwater monitoring with the subsurface exploration will decrease the cost for monitoring wells (\$10,000 to \$3,500). The cost decrease for this line item is \$6,500.*
- Install 2 ground monitoring wells (pvc pipe) and data logger; including excavation.
- Establish elevation for ground water well/pipe casing.
- Monitor data throughout 2024 and Spring/Summer 2025 to capture high water.
- Retrieve data and provide report of results / findings.

The data provided will be supplied to the Town and design team for the design and construction of the box culvert(s) at Barber Creek.

Task 8) Geotechnical Investigation (\$31,000)

- Perform subsurface exploration on four boreholes to a maximum of 60-feet below the ground surface.
- Perform laboratory testing for soil classification, consolidation and strength.
- Review and analyze available subsurface soil and groundwater data as well as the new borehole data and laboratory results and prepare a Geotechnical-Engineering Report.
- See attached scope for more detail.

Client: Town of Pinedale
c/o Abram Pearce

Proposed Project: Town of Pinedale Pedestrian Safety – US 191

Engineer: Harrison Carter, P.E.

Date: August 7, 2024

Project Understanding: It is our understanding the proposed Town of Pinedale (TOP) Pedestrian Safety plan along HWY 191 includes the construction of a pedestrian box culvert and the replacement of the existing highway bridge spanning barber creek. The existing bridge foundation system comprises driven piles supporting a reinforced concrete foundation.

Anticipated Conditions: Based on borehole logs from the initial HWY 191 bridge exploration provided by WYDOT, the subsurface soils comprise a combination of sand and gravel alluvium, and soft, weathered bedrock overlying competent bedrock. The borehole logs indicate the elevation of the competent bedrock is at approximately 7,115 feet, or approximately 60-feet below the existing ground surface.

Geotechnical Engineering Report

The below services are proposed to be completed for the Geotechnical Engineering Report.

1. **Subsurface Exploration** – We will perform geotechnical subsurface exploration using a track-mounted drill rig to access the borehole locations. Boreholes will be drilled using a hollow-stem auger utilizing standard penetration tests at predetermined intervals to gather in-situ soil strength data, as well as gather disturbed samples for laboratory testing. In addition to disturbed samples, relatively undisturbed samples will also be collected in potentially compressible soils for strength and consolidation testing.

We have assumed a total of four (4) boreholes will be drilled at the project site, all of which may extend to a maximum of 60-feet below the ground surface, though final depths may differ depending on ground conditions encountered. Standpipe piezometers will be installed in two of the boreholes to facilitate groundwater monitoring during the spring and summer of 2025. Each borehole will be completed using a flush-mount vault.

We plan to call in public utility locates to determine existing underground utilities. We have *not* budgeted for a private utility locator to visit the site to locate private utilities; underground utilities that public utility locates will not mark.

2. **Laboratory Testing** – we will perform index tests for soil classification including moisture content, plasticity (Atterberg limits), and grain-size distribution. Relatively undisturbed samples (i.e., “thin-wall” Shelby tubes) will be submitted for consolidation and strength testing.
3. **Data Analyses and Reporting** – We will review and analyze available subsurface soil and groundwater data as well as the new borehole data and laboratory results to prepare a Geotechnical-Engineering Report. The Report will include a map showing the location of boreholes whose subsurface soil and groundwater data was analyzed, generalized geologic cross sections (if deemed necessary), and recommendations to support the design and construction of foundation elements associated with the proposed construction. Final deep foundation design is not part of this scope, though Jorgensen is available for such services, or to consult with design-build contractors depending on the foundation system selected. All engineering

services will be conducted by or under the direct supervision of a Wyoming-registered Professional Engineer.

Recommendations shall provide the following information and any other data which the engineer judges to be significant of helpful.

- For shallow foundations:
 - Settlement concerns
 - Groundwater conditions and mitigating measures
 - Subgrade preparation methods
 - Bearing strata and bearing capacity
 - Coefficient of friction against sliding
 - Embedment depth and frost depth,
 - Excavation slope stability and recommendation for shoring, if necessary.
- For deep foundations:
 - Recommended foundation systems
 - Bearing layers
 - Estimated capacities
 - Testing requirements
- Lateral pressures: soil pressures associated with foundation elements and/or retaining walls will be calculated.
- Soil Parameters: unit weights and strength parameters will be given for pertinent soil layers.
- Slabs-on-Grade: Subgrade preparation recommendations for exterior slabs.
- Compaction: compaction recommendations for engineered fills will be provided.
- Seismicity: we will recommend a Seismic Site Class per the International Building Code.

Please Note: Detailed design of subgrade preparation methods for shallow foundations and deep foundation elements is beyond the scope of this work. The geotechnical engineering Report will provide a discussion of possible subgrade preparation methods for shallow foundations and possible deep foundation systems suitable for the anticipated subsurface conditions. The associated benefits and risks of each method will be discussed. Specific design of subgrade preparation or deep foundation elements can be provided following the submittal of this Report.

4. Groundwater Monitoring – We propose to install Heron Dataloggers in the standpipe piezometers installed following the drilling effort. The dataloggers will be installed in the standpipe piezometers prior to peak spring runoff in local creeks and rivers to ensure peak groundwater levels are measured. The dataloggers will begin collecting groundwater data upon installation and will continue to collect groundwater data on a four-hour increment until they are removed from the wells following spring runoff. Dataloggers allow us to collect continuous data throughout anticipated high groundwater season ensuring the peak groundwater level is captured. Additionally, all the standpipe piezometers will be periodically measured with a handheld groundwater tape to independently verify the datalogger readings. A groundwater memo will be drafted and submitted following spring runoff and irrigation, likely around **late July or August of 2025**. Preliminary peak groundwater elevations can be relayed sooner if needed.

Geotechnical Engineering Report

	Work Item	Cost
1	Subsurface Exploration	\$20,000
2	Laboratory Testing	\$3,000
3	Analyses and Reporting	\$8,000
4	Groundwater Monitoring	\$3,500
	Total:	\$34,500

**Subsurface exploration includes the cost of subcontracted drill rig of \$13,000*

It is our goal to attempt to quantify costs as best as possible, but due to the complex nature of geotechnical exploration there is inherently some uncertainty. If unusual or unexpected conditions are encountered during any phase of the investigation, Jorgensen will communicate possible impacts to proposed budgets.

If you have any questions or would like to discuss this scope of work, please do not hesitate to reach out.

Respectfully Submitted,

JORGENSEN GEOTECHNICAL, LLC

A handwritten signature in blue ink, appearing to read "Harrison Carter".

Harrison Carter, P.E.
Geotechnical Engineering Manager



TOWN OF
PINEDALE
WYOMING

F-4

Item: Approve the Additional Services Addendum (ASA) Amendment No. 1 to the Town of Pinedale Pathway Connectivity Project with Ardurra Group, not to exceed \$67,769.31.

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:



September 4, 2024

Abram Pearce
Director of Public Works
P.O. Box 709
205 Entertainment Lane
Pinedale, WY 82941

E-MAIL DELIVERY WITH PDF ATTACHMENT
abrampearce@townofpinedale.us

RE: Pathway Connectivity Project Design
Additional Services Amendment #1
Bloomfield Pedestrian Bridge, Re-alignment and Geotechnical investigation

Dear Abe:

Ardurra Group, Inc. is pleased to provide the enclosed Additional Services Addendum (ASA) for the referenced project. The ASA is pursuant to our agreement dated *08/21/2023*.

Please sign the attached ASA and return the fully executed copy to me. We will commence the services described in the ASA upon receipt of the fully executed copy. In the interim, please do not hesitate to call with questions.

Sincerely,

Wesley Werbelow, PE
Project Manager



ADDITIONAL SERVICES ADDENDUM

THIS ADDITIONAL SERVICES ADDENDUM is pursuant to the Professional Service agreement dated 08/21/2023, by and between Ardurra Group, Inc. (Consultant), and the Town of Pinedale (Client) for the Professional Services described below.

PROJECT NAME: Pathway Connectivity Project Design

CLIENT: Town of Pinedale

ARDURRA PROJECT NUMBER: 230373

1. Description of additional services to be provided by Consultant (attach additional pages, if necessary):

Bloomfield Pathway Re-alignment

All original assumptions of the original Scope of Work shall be applicable.

Add the Following as subsection 3.05 Bloomfield Re-alignment Mapping, to Exhibit A – Scope of Work, Task 3 – Survey & Mapping:

3.05-Bloomfield Pathway Topographic Survey (GPS, LLC). Topographic surveying includes the mapping of above and below ground utilities, hardscapes, spot elevations on bare earth, shrubs and trees with greater than 4" trunk diameter, break lines and flow lines for a TIN surface along the re-alignment area of the Bloomfield Alignment.

Assumptions:

- Survey limited to 15' offset left and right of the proposed re-alignment adding more width where needed for the drainage and creek crossings.

Fees for services provided under amendments to Task 3 for Amendment 1 to the Professional Services Agreement dated 08/21/2023 are reflected in attached Exhibit A to Amendment 1. The total compensation for this amendment is estimated to be \$1,500.00.

Add the attached Exhibit B to Task 7 – Real Estate.

Fees for services provided under amendments to Task 7 for Amendment 1 to the Professional Services Agreement dated 8/21/2023 are reflected in attached Exhibit A to Amendment 1. The total compensation for this section of the amendment is estimated to be \$35,200.00.

Add the Following as Task 8 – Pedestrian Bridge Abutment Design, to Exhibit A – Scope of Work:

8.01-Preliminary Design Submittal. This task will involve a design of abutments for a roughly 100' long new prefabricated pedestrian bridge (by others). Consultant will coordinate with prefabricated pedestrian bridge designer and receive and review all applicable loads and available information on the bridge and be responsible only for the design of the abutment foundations. In this task consultant will locate the structure and begin to layout the foundations on the plans. Consultant will prepare no more than two (2) plan sheets depicting



the layout, locations, and general geometry of the proposed abutments. An independent internal QC will be performed prior to submission.

Assumptions:

- The General Assumptions of the original contract apply to this task.
- No Type Selection will be performed.
- Consultant assumes abutments will be placed on shallow foundations; no deep foundations will be required.
- Consultant will only be responsible for the design of the abutments and anchorage design only. Scope assumes that loads will be provided from prefabricated pedestrian bridge manufacturer.

Minimum Deliverables:

- Plans (PDF)
- Estimate of Cost (PDF and Native format)

8.02-Final Design Submittal. Following the preliminary design review meeting Consultant will prepare design calculations and plans for the proposed abutments. Comments from the preliminary design review will be addressed. Consultant will prepare specifications, quantity calculations, and an engineer's estimate for the structure will be provided in the final design submittal. An independent internal QC will be performed prior to submission.

Assumptions:

- The General Assumptions of the original contract apply to this task.
- Assumes two (2) plan sheets for bridge abutment layouts and associated details. Abutments assumed identical.
- Cost estimates will be based on historical information of unit pricing for similar structures.
- Design will be produced in English units in accordance with AASHTO LRFD Bridge Design Specifications, LRFD Guide Specifications for the Design of Pedestrian Bridges, and WYDOT BDM.

Minimum Deliverables:

- Plans (PDF)
- Specifications (Word and PDF)
- Quantity Calculations (PDF)
- Abutment Design Calculations (PDF)
- Estimate of Cost (PDF and Native format)
- Comment/response matrix sheet from Preliminary Design Review Meeting

8.03-PS&E Design Submittal. Compile design review comments from Final Design. Revise plans, estimate of cost, and specifications (Special Provisions) per comments, and catalogue a list of responses to each comment. Perform final quality control check of products. Stamp and sign the plans and calculations. An independent internal QC will be performed prior to submission.

Assumptions:

- The General Assumptions of the original contract apply to this task.
- No load rating will be produced.



- No construction administration is included in this agreement. Effort for this task is limited to the contract budget for this task. Additional effort required to make design revisions will require a supplemental agreement.

Minimum Deliverables:

- Plans (original, stamped and signed) (PDF)
- Specifications (Word and PDF)
- Quantity Calculations (PDF)
- Abutment Design Calculations (PDF)
- Estimate of Cost (PDF and Native format)
- Comment/response matrix sheet from Final Design Review Meeting

Fees for services provided under amendments to Task 8 for Amendment 1 to the Professional Services Agreement dated 08/21/2023 are reflected in attached Exhibit A to Amendment 1. The total compensation for this amendment is estimated to be \$19,319.31.

Add the following as Task 9 – Geotechnical Investigation to Exhibit A – Scope of Work:

9.01-Geotechnical Field Investigation and Reporting. Ardurra shall employ the services of a subconsultant to conduct a field geotechnical investigation. The geotechnical investigation shall take soil samples at the proposed locations of the foundations for the pedestrian bridge crossing on Barber creek and additional soil samples adjacent to the proposed pathway alignment. The geotechnical subconsultant shall prepare a report detailing the existing soil characteristics to include bearing pressures, recommendations for lateral earth pressures for abutments and retaining walls and foundation recommendations for the proposed pedestrian bridge. The following is from the geotechnical subconsultant encompassing their scope of work:

Scope of Services

The purpose of this exploration will be to obtain subsurface soil and groundwater information to develop geotechnical engineering recommendations for the proposed Pinedale Pathway Pedestrian Bridge Crossing Project. Our scope of services includes the following:

Subsurface Exploration

We propose advancing 2 test borings at the proposed bridge abutment locations, to a depth of 20 feet below the existing ground surface (bgs), and 1 test boring at the proposed retaining wall location to at least 10 feet below the foundation bearing elevation, or until auger refusal, whichever is less. At the time of this proposal, we estimate the retaining wall structure to be a maximum of 5.0 feet in height. The test borings will be drilled using a truck-mounted drill rig and solid flight or hollow-stem augers. No rock drilling or sampling is proposed. Soil samples will be taken using conventional split spoon and thin-walled tube samplers at intervals determined by the project engineer.

Geotechnical Engineering Analysis and Report

Samples will be visually classified and tested for appropriate index and engineering properties. Engineering analyses will be performed, as required, to provide recommendations regarding foundation type, depth, allowable bearing capacity, and potential settlement. Recommendations regarding site preparation, earthwork, and cement type will also be



provided. A report will be prepared describing the work performed, subsoil conditions encountered, and recommendations as stated above. Test results and test boring logs will be included in the report.

Our proposal is based on the following conditions:

- We assume the retaining wall structure will be a maximum of 5.0 feet in height. The boring at the retaining wall structure should extend at least 10 feet below the foundation bearing elevation. If the proposed retaining wall is greater than 5.0 feet, this will constitute as a changed condition and will require renegotiation of the project scope and fee.
- Global slope stability analysis of the retaining wall is not included in our fee.
- Our truck-mounted drill rig will have direct access to all test boring locations, and all test borings can be drilled consecutively, without delay.
- Each test boring will be abandoned by placing cuttings back into the borehole. Excess soil cuttings will remain on site. Repairing test boring settlement that occurs after we leave the project site, or any surface restoration that may be required, is not Inberg-Miller Engineers' responsibility.
- No test borings will be drilled through concrete.
- All applicable utilities must be located prior to our arrival on site. Inberg-Miller Engineers will contact the appropriate "One Call" underground utility locate service and provide the available project and site information requested by the locate service. The utilities located will only be as accurate as the locates performed, and the information provided by the utility owners notified by the locate service. **We request that any other underground utilities not covered by the "One Call" underground utility locate service be located by (Ardurra, Inc.). If the other utilities have not been located, we cannot perform the proposed services and may request additional fees to cover our unanticipated mobilization, standby, and scheduling expenses.**
- Soil or rock conditions that cannot be drilled and sampled using the proposed equipment and techniques will be considered a changed condition and may require a renegotiation of the project scope and fees.

Fees for services provided under this task for Amendment 1 to the Professional Services Agreement dated 08/21/2023 are reflected in attached Exhibit A to Amendment 1. The total compensation for this additional work will be no more than \$11,750.00.

Total fees for services provided under this Amendment 1 to the Professional Services Agreement dated 08/21/2023 are estimated to be \$67,769.31

2. Estimated Completion Date: February 2025.

3. The compensation to be paid Ardurra for providing the requested services shall be:

- A. Lump Sum amount of: \$ _____
- B. A Not to Exceed Time and Materials charge of \$67,769.31
- C. Unit Cost/Time Charges [provide description]



IN WITNESS WHEREOF, this Addendum is accepted on the date first above written subject to the terms and conditions above stated and the provisions set forth in the above-described Agreement.

Ardurra Group, Inc.

CLIENT: Town of Pinedale

SIGNED: _____
TYPED NAME: Wes Werbelow
TITLE: Project Manager
DATE: 09/04/2024

SIGNED: _____
TYPED NAME: _____
TITLE: _____
DATE: _____

Return one fully executed copy to Consultant

Pinedale, WY
Pathway Connectivity Project
Project No. 230373
Labor-Hour Estimate
August 14, 2023
Exhibit A

A1	ARDURRA LABOR	Man-hour	Salary	Extension
W. Werbelow	Project Manager	118	\$57.08	\$6,735.44
G. Brown	Production Lead	270	\$47.50	\$12,825.00
M. McDonald	QA/QC	78	\$47.00	\$3,666.00
C. Koch	Project Engineer	208	\$32.70	\$6,801.60
L. Provart	Staff Engineer	316	\$28.85	\$9,116.60
B. Martin	Sr. Hydraulics Engineer	8	\$70.18	\$561.44
H. Ward	Hydraulics Engineer	40	\$31.40	\$1,256.00
V. Barthels	Sr. Enviro. Planner	44	\$71.48	\$3,145.12
S. Slate	Enviro. Project Manager	210	\$56.85	\$11,938.50
T. Ireland	Designer/Sr. CADD	200	\$38.69	\$7,738.00
K. Schuebel	CADD Tech.	350	\$27.52	\$9,632.00
T. Hebert	Project Admin.	8	\$27.58	\$220.64
Total Raw Labor		1850		\$73,636.34
B1	OVERHEAD @ 133.1% x Raw Labor			\$98,009.97
C1	FCCM @ 0.40% x Raw Labor			\$294.55
D1	NET FEE @ 15% x (Raw Labor + Overhead)			\$25,746.95
TOTAL LABOR				\$197,687.80
F1	DIRECT EXPENSES			
	Mileage (\$0.655/mile at current IRS Rate)	4750	\$0.655	\$3,111.25
	Per Diem (at current CONUS rates)	11	\$155.00	\$1,705.00
	Airfare (GEG to SLC - At actual cost)	1	\$950.00	\$950.00
	Mailings & Miscellaneous (At actual cost)	1	\$200.00	\$200.00
Total Direct Expenses				\$5,966.25
G1	SUBCONSULTANTS			
	Archeologist Subconsultant			\$20,000.00
	Engineering Design Associates (EDA)			\$10,000.00
	GPS, LLC - Survey			\$57,220.00
	HDR - Real Estate Specialist			\$69,200.00
	Inberg Miller - Geotechnical Investigation			\$11,750.00
	Ardurra - Structural Bridge Design			\$19,319.31
Total Subconsultants				\$187,489.31
TOTAL AMOUNT				\$391,143.36
	Changes due to Addendum 1			



August 22, 2024

Mr. Wesley Werbelow
Project Manager
ARDURRA
502 33rd Street Cody, WY 82414
<Delivered via Email>

Re: Town of Pinedale, WY Pathway Connectivity Project – **Amendment 01**

Dear Mr. Werbelow:

The work order attached to this letter includes services for conducting Full Appraisals and Review Appraisals for four (4) parcels regarding the Pinedale Pathway Connectivity Project as an **Amendment 01**. We would like to thank you, ARDURRA, and the Town of Pinedale for allowing HDR the opportunity to provide said services.

Please let us know if you desire any adjustments for the proposed tasks and/or anticipated level of effort for each task.

Summary of Work Order	
Contract Total	Description of Work Order Events
\$33,500.00	10/01/2023 – Executed Contact
+ \$35,200.00	08/23/2024 – Amendment 01 (new services include Full Appraisals and Review Appraisals of 4 parcels)
\$68,700.00	New Total

Sincerely,
HDR Engineering, Inc.

Kenneth Sisson
Real Estate Services Specialist

Jason Kjenstad, PE
Sr. Vice President

Enclosures: **Scope of Work – Amendment 01**
cc: Lee Kaffar, HDR (Lee.Kaffar@hdrinc.com)



Scope of Work

Project Background

The **Town of Pinedale, WY Pathway Connectivity Project – Amendment 01**, (Project) will consist of Project Management, Full Appraisals and Review Appraisal(s) for the Town of Pinedale, Wyoming Pathway Connectivity Project. The intent of the services is to provide documentation in accordance with USPAP, FHWA, and WYDOT for Full Appraisals and Review Appraisals for the subject project within Sublette County, WY. The project tasks that HDR Engineering Inc. (HDR) is to perform are as follows:

Task 1 – Project Management

The following indicate our team’s approach to completing the project management of the Project.

- Coordinate with subconsultant, project team meeting(s) to confirm schedule milestones are being met
- Conduct Quality Control reviews

Task 3 – Review Appraisal Services

Task is to conduct Review Appraisal Services:

HDR Deliverables:

- Electronic PDF format version of four (4) review appraisals.
 - **Parcel 1: PIDN (34093240200300)**
 - **Parcel 2: PIDN (34093240310300)**
 - **Parcel 3: PIDN (34093241211200)**
 - **Parcel 4: PIDN (34093211111100)**

HDR Assumptions:

- HDR licensed Certified General Appraiser of Wyoming will conduct review appraisals on the listed parcel(s).
- Intended use is to follow Federal Highway Administration and Local Wyoming State guidelines.
- HDR will follow Uniform Standards of Professional Appraisal Practice (USPAP, 49 CFR 24.103) and local Agency (WYDOT) policies when conducting Review Appraisals.
- Review appraisal site visits will be conducted in person, on site.
- Assumed to perform said task one (1) time

Subconsultant – CBRE

- Perform four (4) Full Appraisals at an all-inclusive price of \$6,000.00/parcel
- 4 Full Appraisals X \$6,000.00/parcel = (\$24,000.00)

Schedule

- September 2, 2024 ----- Notice to Proceed
- October 15, 2024 ----- Full Appraisals received from CBRE
- October 31, 2024 ----- Review Appraisal submittal to Client

****milestones and contract end date are subject to Notice to Proceed, subconsultant schedule and receipt of Full Appraisal from CBRE****

Personnel Hours

The fee of **\$35,200.00** is estimated at a not to exceed amount as shown in the man-hours/fee spreadsheet (**Attachment “1”**).

- HDR would like to note that scope revisions and follow-up discussions regarding this amendment may require a revision to the contract fee provided.
- HDR is always willing to discuss hours and fees to make sure we are meeting the expectations of our clients.



Attachment "1"

Estimated Cost						
HDR Engineering, Inc.						
Town of Pinedale TAP Grant Amendment 01						
Direct Labor Salary Cost:	Total Estimated Hours	FY 2024			Total Estimated Costs	
		Estimated Hours	Hourly Rate	Estimated Costs		
Kenny Sisson, PM / QC	10	10	\$35.22	\$352.20	\$352.20	
Erin Schramm, Accounting	2	2	\$36.17	\$72.34	\$72.34	
Christina Henze, Admin	2	2	\$31.00	\$62.00	\$62.00	
Richard McGee, Appraiser	42	42	\$63.69	\$2,674.98	\$2,674.98	
Labor Cost Subtotal:	56	56		\$3,161.52	\$3,161.52	
Labor Overhead Cost (157.94):				\$4,993.30	\$4,993.30	
Fixed Fee (12%):				\$978.58	\$978.58	
Capital Cost of Money (0.3%)				\$9.48	\$9.48	
DIRECT EXPENSES:				Unit Cost	Total	
Meals (Per Diem)				\$92.00	\$276.00	
Lodging (2 nights) (\$212)				\$212.00	\$424.00	
Printing/ Photocopies (agreement & misc docs) (\$0.16 to \$0.28)				\$0.18	\$50.00	
Travel (car rental + gas mileage + airfare)					\$1,020.00	
Temporary Appraisal Permit				\$250.00	\$250.00	
Total Direct Expenses					\$2,020.00	
Sub - CBRE					\$24,000.00	
Total Sub Expenses					\$24,000.00	
				Total	\$35,162.89	
MAXIMUM LIMITING AMOUNT				Rounded	\$35,200	



TOWN OF
PINEDALE
WYOMING

F-5

Item: Extension of the 14-Day Camping Rule – Discussion

Action: Approve/Disapprove/Amend

Presenter: Mayor Murdock

Information: Attached

Recommendation:

August 23, 2024

To whom it may concern,

My name is Sara Simkins. I have been a proud member of the Pinedale community for almost fourteen years now and love living here. I work at the Sublette County Health in the radiology department, and I love this community.

I am writing to you for a favor. A good friend of mine and her family were evicted from their rental property and have had a very difficult time finding another rental that they can afford. Her boss has a property that he has been renovating and has said they could move into as soon as it is finished. While waiting for the renovations to be finished I allowed them to move their camper to my house. I have recently found out that they can only live at my house for fourteen days. I am writing this letter to kindly ask if under these circumstances we could please extend this timeline? I understand that if you do it for one person then everyone will ask, and I will respect your decision. I am just trying to cut this family a break and keep life somewhat stable for their six-year-old son and also to keep my friend connected with her other children that live in town and are staying with their dad. It would be very hard for her other children to stop by if they were to move to a campground in Boulder or Daniel. Also, with school starting it would be a lot easier for them with school activities and sports. The renovations were supposed to be done by the beginning of September but are looking to be taking longer and we are actually not sure when it will be completed. However, the landlord did say that it would be livable while still renovating possibly mid-September but is unsure.

If you have any further questions, you may reach me at 307-231-4200. I really appreciate your time and consideration in this matter.

Sincerely,

Sara Simkins



TOWN OF
PINEDALE
WYOMING

G-1

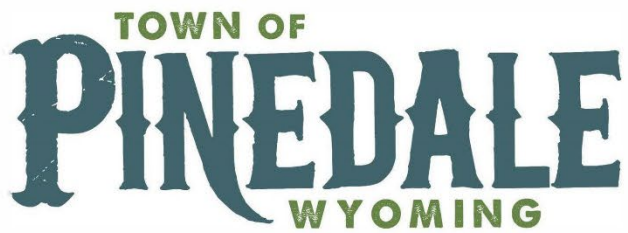
Item: Planning & Zoning Commission Public Hearing Staff Report & Recommendations

Action: Approve/Disapprove/Amend

Presenter: Abram Pearce

Information: Attached

Recommendation:



September 6, 2024

Matt Murdock
Town of Pinedale, Mayor
P.O. Box 709
Pinedale, WY 82941

**RE: Planning and Zoning Recommendation
Public Hearing September 3, 2024
§475-342 General Requirements & §475-343 Nuisances, violations and penalties; termination**

Dear Mayor Murdock and Distinguished Town Council Members,

The Town of Pinedale Planning and Zoning Commission met in regular session on Tuesday; September 3, 2024 in the Main Conference Room of the Town Hall, 205 Entertainment Lane; Pinedale, WY 82941. At this meeting, a public hearing was held to discuss proposed ordinances modifying portions of §475 Article XLI Short-Term Rental of the Pinedale Municipal Code. The staff report provided to the commission is attached to this letter for your review and reference. It documents the proper notifications and publications were completed to complete this public hearing. The public hearing was attended by the four (4) current members of the Commission, Mr. Pearce, and two members of the public. Below, please find the review and recommendations of the Planning and Zoning Commission.

§475-342 General Requirements

After representation of the proposed ordinance by Town Staff, discussion amongst the Commission, and an opportunity for public comment, the commission made a motion to recommend to Town Council that Town Code §475-342 be amended as follows.

1. Subsection B be stricken and instead, the term "Only two short-term rental permits will be issued per deeded property or lot. An excess of two (2) units shall be defined as a hotel/motel and shall meet zoning regulations as required for such use." be added to subsection L.
2. The last sentence of subsection D be removed to remove any grey area this section may cause between the enforcement of the Town of Pinedale and State Fire Marshal Office.
3. The typo in subsection E. be corrected to read "STR property" instead of "STRP property".
4. Subsection M be amended to include a sentence indicating that parcels of 2+ acres be allowed a second permit subject to staff review.

This motion was made, seconded and approved 4-0 by the commission.

§475-343. Nuisance, violations and penalties; termination

After representation of the proposed ordinance by Town Staff, discussion amongst the Commission, and an opportunity for public comment, the commission made a motion to recommend to Town Council that Town Code §475-343 be amended as follows.


1. Subsection A be stricken as indicated in the proposed changes
2. Subsection B (now A) be amended to read "Violations of any of the provisions of this article are punishable pursuant to §475 Article XXXV Violations and revocation of the violators STR Permit."

3. Subsection C (now B) have the portion reading “and the burden of proof shall be on the owner, operator, or lessee of the record to establish that the subject property is being used as a legal STR or is not in operation.” be removed.
4. Subsection F (now E) be removed in its entirety.

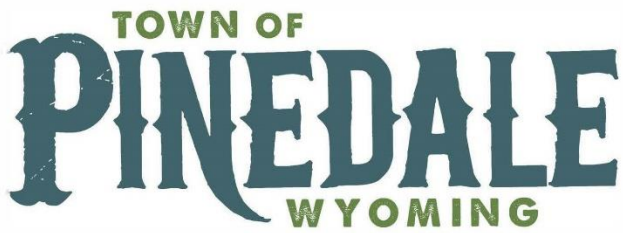
This motion was made, seconded and approved 4-0 by the Commission.

Should you have any questions on the public hearing or recommendations as stated in this letter, please do not hesitate to reach out.

Respectfully,



Ryan Wells,
Town of Pinedale Planning and Zoning Commission, Chairman



August 30, 2024

Town of Pinedale
Planning and Zoning Commission
P.O. Box 709
Pinedale, WY 82941

RE: Public Hearing - §475 Article XLI Short-Term Rental – Proposed Amendments

Dear Chairman Wells and distinguished Zoning Commission,
Two draft ordinances are before you for Public Hearing on 9/3/2024. Both draft ordinances are from §475 Article XLI Short-Term Rentals. They are as follows.

- §475-342.B General Requirements
- §475-343 Nuisances, Violations, and Penalties; termination.

Per §475 Article XXXIV Amendments, the following items are required for the a Public Hearing to the Planning and Zoning Commission.

§ 475-302 Scheduling consideration.

The Zoning Administrator shall assemble all comments, including those of the Town Council, and schedule the matter for a public hearing before the Planning and Zoning Commission and for later consideration at a regular meeting of the Town Council.

§ 475-303 Hearing before Planning and Zoning Commission; notice.

The Planning and Zoning Commission shall hold a public hearing on all amendments to this chapter and to the District Zoning Map at which all interested parties shall have an opportunity to be heard. Notice of the time and place of the public hearing and the nature of the amendment sought shall be given by one publication in a newspaper of general circulation in the Town at least 15 days before the date of such hearing. Also, the area which is to be the subject of the hearing shall be posted for at least 15 days prior to the hearing. The posted notices shall be, in number, size and location, as prescribed by the Zoning Administrator and shall state the present zoning classification, the proposed zoning classification, and the time and place of the public hearing on standard signs provided by the Town. Notices shall be posted by a designated Town official and removed by the same within 15 days after the public hearing has been held

Town Staff presented the proposed changes for consideration by Town Council at the regular May 28, 2024 Town Council Meeting. The Council agreed that the items should be looked into and have passed the proposed changes along to the Planning and Zoning Commission. The Public Notice was advertised in the Pinedale Roundup on August 15, 2024 as well as August 29, 2024. A scan of the publications are provided with this letter.

Summary

§475-342.B General Requirements

This amendment would allow up to two (2) STR's to be permitted for non-hosted units per parcel in the Town of Pinedale instead of the current limit of one (1). Non-hosted STR's are currently only allowed in the Commercial Zone District. When drafting this ordinance several years ago, the Town of Pinedale tried to align with interpretations from the State Fire Marshall's Office, who have oversight over commercial establishments (including hotel/motels) for health and safety compliance. At the time, the State had indicated that should the Town consider a use a hotel/motel, that they would treat it the same. Currently the state requires a hotel/motel to be of 3 or more units. This leaves a gray area in the Town Code where no oversight of public health and safety exists.

§475-343 Nuisances, Violations, and Penalties; termination.

As currently written, a violation to the STR code is guilty of a misdemeanor and subject to the Town of Pinedale general penalty defined in Chapter 1 Article IV. This states the following...

§ 1-29 Penalty for violations.

A. No person, firm, partnership, corporation or business shall violate any of the provisions of the ordinances of the Town. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person who violates any of the provisions of the ordinances of the Town shall be punished by a fine of not more than \$750, to which may be added costs.

B. Each such person is guilty of a separate offense for each and every day during any portion of which any violation of any provisions of the ordinances of the Town is committed, continued, permitted or omitted by any such person, and he shall be punished accordingly.

C. The imposition of any fine shall not bar institution of the appropriate legal action of proceedings by the Town to restrain, correct or abate the violations through injunctions, mandamus or otherwise, nor shall the institution of such legal actions or proceedings be deemed to bar the imposition of such fine. The Town shall be entitled to receive reasonable attorney's fees and costs in any proceedings authorized in this Code, as authorized by law.

This appears to not only be a very harsh penalty (misdemeanor) but is also makes consistent enforcement of the STR code challenging, as serving a misdemeanor can be challenging. The proposed language amendment would reclassify the violation in line with other zoning violations subject to §475 Article XXXV Violations.

§ 475-311 Compliance required.

No person shall locate, erect, construct, reconstruct, enlarge, change, maintain or use any building or use any land in violation of this chapter.

§ 475-312 Correction orders.

The Zoning Administrator or his authorized representatives shall order in writing the remedying of any violation. Such order shall state the nature of the violation, the provision of this chapter violated, and the time by which the violation must be corrected. After any such order has been served, no work shall proceed on any structure or tract of land covered by such an order except to correct such violation or to comply with this order.

§ 475-313 Injunction, mandamus or abatement.

This chapter shall be enforceable, in addition to the other remedies provided by law, by injunction, mandamus or proceedings in abatement. Appeals from judgments rendered in any action instituted to enforce this chapter shall be permitted and shall be in accordance with the general appeal provisions of Wyoming Rules of Civil Procedure.

§ 475-314 Violations and penalties.

Persons or corporations convicted of violations of this chapter shall be fined not more than \$200 for each offense. Each day's continuation of such a violation is a separate offense.

§ 475-315 Nonliability of Town.

This chapter shall not be construed to hold the Town, its Zoning Administrator or its Chief Building Inspector responsible for any damage to persons or property by reason of the inspection or reinspection authorized in this chapter or failure to inspect or by reason of issuing a zoning permit as provided in this chapter.

At this point, Town staff has been contacted by one (1) member of the public regarding these amendments. They wanted to review the documents and possibly provide comments. All information was forwarded along, but no comments have been received at the writing of this report.

The Town code places the following obligation on the Planning and Zoning Commission.

§475-304 Findings and recommendations of Planning and Zoning Commission.

After its public hearing and after due deliberation, the Planning and Zoning Commission shall certify its findings and recommendations on any proposed amendments to this chapter or to the District Zoning Map to the Town Council in writing.

Pleaser review and reach out with any questions you may have. I look forward to the meeting.

Respectfully,

A handwritten signature in blue ink that reads "Abram M. Pearce". The signature is written in a cursive style with a large loop at the end.

Abram M. Pearce, P.E.
Director of Public Works

ARTICLE XLI
Short-Term Rental
[Added 4-12-2021 by Ord. No. 682]

§ 475-340. Definitions.

As used in this article, the following terms shall have the meanings indicated:

HOSTED — The owner of the property permanently resides in the principal residential unit or accessory dwelling unit with which the short-term rental permit (STRP) is associated on the same lot. The owner must be present on the property during the time which the property is being rented. Examples of owner-occupied include renting a portion of the owner's dwelling (room rental), rental of the main dwelling while the owner is living in an accessory dwelling unit and such accessory dwelling unit is permissible by the zone district, or rental of an accessory dwelling unit while the owner is living in the main dwelling when the accessory dwelling unit is permissible by the zone district. A lessee leasing a property under a written lease purchase agreement residing in the principal residential unit or accessory dwelling unit with which the short-term rental permit (STRP) is associated on the same lot shall be considered an owner for the purposes of this article. The lessee must provide a copy of the lease purchase agreement and the consent of the owner of the property as part of the application process. If a property is owned by a limited liability company, corporation, partnership or trust, a member of the limited liability company owning a 10% ownership interest, a shareholder of the corporation owning a 10% stock interest, a partner of the partnership owning a 10% partnership interest or a trustee of the trust shall be treated as the owner for purposes of a property being qualified as "hosted."

NONHOSTED — The owner of the property is absent from the principal residential unit or accessory dwelling unit with which the STRP is associated on the same lot for some or all of the time which the property is being rented.

SHORT-TERM RENTAL (STR) — A property that is used and/or advertised for rental of all or a portion of a dwelling for transient occupancy by guests for a continuous period of one to 29 days. Units rented to the same occupant for 30 or more continuous days, commercial properties with bed-and-breakfast establishments, hotels, and motels shall not be considered a STR property.

§ 475-341. Permit applications.

- A. All STR facilities, whether existing or proposed, shall receive a permit from the Town of Pinedale, pass a life safety inspection and present proof of insurance to cover STR use of the dwelling unit prior to commencing operation as an STR. The Planning and Zoning Department is authorized to create application form(s) and procedures as necessary to manage and enforce these provisions, both for the initial authorization and for ongoing compliance. The application form(s) shall be approved by the Town Council. A permit application fee and inspection fee as set by Town Council resolution shall accompany all permit applications. The life-safety inspection shall include, at a minimum, a functional smoke detector, a fire extinguisher (minimum five-pound dry-chem multiuse) and a carbon monoxide alarm. Each sleeping room shall be provided with a code compliant means of egress.
- B. Short-term rental permits (STRP) shall expire on March 31 of each year and must be renewed

annually prior to expiration. Permit holders may submit renewal applications between January 1 and February 28. Permits that have not been renewed by March 31 will expire on April 1. Extensions are not permitted for STR renewals. A renewal fee and inspection fee as set by Town Council resolution shall accompany all renewal applications. Applicants whose STR permit expired must complete the process for an initial STR permit to resume operation of their STR.

§ 475-342. General requirements.

- A. Short-term rentals are not permitted outdoors, in tents, campers, recreational vehicles or unattached accessory structures (e.g., sheds, garages, etc.). Short-term rentals in properly conforming accessory dwelling units (ADU) are permitted.
- B. Only ~~one-two~~ short-term rental permits will be issued per deeded property or lot. An excess of two (2) units shall be defined as a hotel/motel and shall meet zoning requirements as required for such use. Hosted STR's shall be limited to one short-term rental permit per deeded property or lot.
- C. Each STR may only be rented to one group at any one time (i.e., a single booking).
- D. Occupancy of a dwelling used for an STR is limited to a total of 10 guests. (NOTE: Facilities exceeding 10 guests are to be classified as hotels/motels and will be considered pursuant to that classification.)
- E. Parking for the STR must utilize parking on the property of the STR or parking in the right-of-way immediately adjacent to the STRP property.
- F. Short-term rentals are classified as lodging facilities by the state and must be registered with the Wyoming Department of Revenue and collect all applicable room, occupancy and sales taxes required by law.
- G. The following must be posted in a visible area in the rental structure:
 - (1) Inside of front door:
 - (a) Contact information for responsible party;
 - (b) STR permit;
 - (c) Address of property; and
 - (d) Emergency response contact information (i.e., 911).
 - (2) Bedroom: Floor plan of structure indicating fire escape routes.
- H. Any advertising or description of an STR on any website must display the permit number or an image of the permit.
- I. Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as an STR is prohibited. The STR shall outwardly appear as a residential dwelling.
- J. Within the following zone districts, written notice shall be provided by the owner to neighbors adjacent to the STR property: A, R-S, R-1, R-2 and R-2A. Each notice shall include the STR address, name and contact information of the owner. Proof of

notification(i.e., copy of the mailing receipt) shall be provided to the Planning and Zoning Department during the application process.

- K. Short-term rental permits shall not be transferred or assigned to another individual, person, entity, or address. Further, a permit does not authorize any person, other than the person named therein, to operate an STR on the property.
- L. Within the following zone districts, both hosted and nonhosted (non-owner-occupied) short-term rentals shall be permissible: C-1 and C-2.
- M. Within the following zone districts, one permit is allowed per owner: A, R-S, R-1, R-2 and R-2A. Hosted (owner-occupied) short-term rentals shall be permissible in said zone districts.
- N. STRs are not allowed in multifamily dwellings in the A, R-S, R-1, R-2 and R-2A Zone Districts.
- O. Within the following zone districts, short-term rentals shall not be permissible: I-1, I-2, UT, R-4, and MH.

§ 475-343. Nuisances, violations and penalties; termination.

~~A. Any violation of this article is adjudged and declared to be a nuisance and shall summarily be abated by proper proceeding brought therefor.~~

~~B.A. Any person or entity violating~~ Violations of any of the provisions of this article shall be subject to the provisions of §475 Article XXXV Violations ~~is guilty of a misdemeanor and, upon conviction thereof, shall be subject to the general penalty as provided in Chapter 1, Article IV, General Penalty, of this Code~~ and subject to the STR permit being revoked.

~~C.B.~~ C.B. Advertising that offers a property as an STR shall constitute prima facie evidence of the operation of an STR and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal STR or is not in operation.

~~D.C.~~ D.C. Other evidence of the operation of an STR without a valid permit may include, but is not limited to, guest testimony, rental agreements, advertisements, and receipts or bank statements showing payments to the owner by a guest.

~~E.D.~~ E.D. Each day during which a person operates an STR without a required permit constitutes a separate violation thereof.

~~F.E.~~ F.E. Town staff shall maintain a log of nuisances and complaints lodged against a property operating as an STR. If three separate complaints are logged against a property in a two-year period, Town staff will review the STR permit for possible suspension or revocation. A suspension or revocation may be appealed to the Town Council by the holder of the STR permit.

§ 475-344. Effective date.

The implementation date of this article shall be October 1, 2021.

1 Lincoln 2 Natrona 1 NEW BOCES Niobrara 1 NW BOCES NW Powell College NWCC Gillette College Park 1 Park 16 Park 6 Park County Sheriffs Dept Platte 1 Platte 2 Platte/Converse CDC Region V BOCES Sheridan 1 Sheridan 2 Sheridan 3 Sheridan CDC Sheridan

College St. Stephens Sublette 1 Sublette 9 Sublette County Government Sweetwater 1 Sweetwater 2 Sweetwater CDC Teton County Government Teton 1 Trinity Lutheran Church Riverton Uinta 1 Uinta 4 Uinta 6 Uinta County Government University of WY Washakie 1 Washakie 2 Washakie Worland Youth Center Western WY College Rock Springs Weston 1 Weston 7 Wyoming Dept of Transportation Wyoming Girls School SD Custer SD Harrisburg SD Meade SD Spearfish until:

1:30 p.m. ET, September 17, 2024

Solicitations:

IFB 025-A Athletic Field Lighting, National Vendors

IFB 025-B Hardwood & Synthetic Flooring, Regional Vendors

IFB 025-C Copiers, Multi-Function Print Devices, Printers, & Managed Print Services, National Vendors

IFB 025-D Roofing & Related Services, National Vendors

RFP 025-E Security Solutions, Regional Vendors

RFP 025-F Cybersecurity & Training, Regional Vendors

IFB 025-G Portable & Modular Classrooms, Regional Vendors

IFB 025-H Playgrounds & Equipment, Regional Vendors

All responses shall be submitted online via Bonfire by the due date and time listed above. Vendors are requested to visit AEPA's website at <https://aepacoop.org/registration-solicitations/> for instructions on how to register at no cost with Bonfire. AEPA documents will be released on August 1, 2024.

Solicitations will be publicly opened after **1:30 p.m. ET, September 17, 2024**, at Lakes Country Service Cooperative, 1001 E Mt Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACOO.org and newboces.org.

Contact Nita Werner via email nwerner@newboces.org.

Notice #9850 published in the *Pinedale Roundup* on August 15, 2024

Classrooms. Call 307-307-2123 today to place your ad TFN

PUBLIC NOTICE

§475-303 HEARING BEFORE PLANNING AND ZONING COMMISSION; NOTICE.

Pursuant to §475-303 of the Pinedale Municipal Code, notice is hereby given that the Town of Pinedale Planning and Zoning Commission will hold a public hearing on Tuesday; September 3, 2024 at 5:00pm in the Main Conference Room at Town Hall; 205 Entertainment Lane; Pinedale, WY 82941. The purpose of the public hearing is to discuss the following:

1. A zoning language amendment to §475-342.B General Requirements amending the number of allowed short-term rentals per parcel.

2. A zoning language amendment to §475-343.A Nuisances, Violations and Penalties; Termination amending the language relating to penalties for violations of §475 Article XLI Short-Term Rental.

Please go to www.townofpinedale.us or contact Abram Pearce (abrampearce@townofpinedale.us) for more information.

Notice #9851 published in the *Pinedale Roundup* on August 15, 2024

PUBLIC NOTICE

PUBLIC NOTICE:

On Tuesday, September 3, 2024, the Board of County Commissioners will make the following board appointment:

1 - remainder term, Fair Board (exp 12/31/2025)

Anyone interested in volunteering should request an application form and return it to Jeness Saxton, County Administrator, PO Box 250, Pinedale, WY, 82941, or jeness.saxton@sublettecountywy.gov by 5 PM on August 26, 2024.

Notice #9852 published in the *Pinedale Roundup* on August 15, 22, 2024

PUBLIC NOTICE

LEGAL NOTICE

A regularly scheduled public meeting of the

Sublette County Planning and Zoning Board will be held on Thursday, September 19, 2024, at 6:00 p.m. to consider the following agenda items. These items will then be heard before the Sublette County Board of County Commissioners on Tuesday, October 1, 2024. These meetings will be held in the Commissioner's Meeting Room, at the Sublette County Courthouse, located at 21 South Tyler Avenue, Pinedale, Wyoming. Meeting Agenda and Teams Link are posted on the Sublette County Web Page Calendar: www.sublettecountywy.gov

1. An application by Charles Ross & Gary Stenoien, requesting a Partial Subdivision Vacation and Replat pursuant to Chapter XII, Subchapter IV, Section 4, of the Sublette County Zoning & Development Regulations. This request would reconfigure the boundary line between Lots 5 & 11 of the Packer Creek Ranch, Large Tract Development. (PIDN: 37112710100500 & 37112720101100)

2. An application by Don Dabel, requesting a Partial Subdivision Vacation and Replat pursuant to Chapter XII, Subchapter IV, Section 4, of the Sublette County Zoning & Development Regulations. This request would reconfigure the boundary line between Lots 68 & 69 of the Green River Ranch Unit B. (PIDN: 35110230101500 & 35110230101400)

3. An application from Christian & Austin Smith proposing a Minor Subdivision pursuant to Chapter XII, of the Sublette County Zoning and Development Regulations. This proposal would create a two lot residential Minor Subdivision, located at 13943 US Hwy 189 & 191, Bondurant, WY 82922-0325 (PIDN: 37132320001300)

4. An application by Union Telephone Company & CL Bar Properties, Inc., requesting a Conditional Use Permit pursuant to Chapter II Section 3. b.6.g and Variance to the allowed height of Chapter III, Section 9.b of the Sublette County Zoning & Development Regulations, to construct a Fixed Telecommunication Tower located on Cora Butte, within the SENE/4, Section 18, T34N, R110W of the 6th PM, Sublette County WY.

Notice #9853 published in the *Pinedale Roundup* on August 15, 2024

TOWN OF PINEDALE

§475-303 Hearing before Planning and Zoning Commission; notice.

Pursuant to §475-303 of the Pinedale Municipal Code, notice is hereby given that the Town of Pinedale Planning and Zoning Commission will hold a public hearing on Tuesday; September 3, 2024 at 5 p.m. in the main conference room of the Pinedale Town Hall, 205 Entertainment Lane; Pinedale, WY 82941. The purpose of the public hearing is to discuss the following:

1. A zoning language amendment to §475-342.B General Requirements amending the number of allowed short-term rentals per parcel.
2. A zoning language amendment to §475-343.A Nuisances, Violations and Penalties; Termination amending the language relating to penalties for violations of §475 Article XLI Short-Term Rental.

Please go to www.townofpinedale.us or contact Abram Pearce (abrampearce@townofpinedale.us) for more information.

205 Entertainment Lane
PO Box 709, Pinedale, WY 82941 • www.townofpinedale.us
307-367-4136 • 307-367-2578 Fax



HAPPY LABOR DAY

In observance of the Labor Day Holiday, our office will be closed on Monday, September 2. The Pinedale Roundup will have early deadlines for the September 5th edition of the paper.

Legal Advertising
Friday, August 30, Noon
Display & Classified Advertising
Friday, August 30, Noon

Please have a safe and Labor Day!

Pinedale Roundup

307.367.2123 • 41 S. Lake Ave., Suite 2 Pinedale WY 82941 • www.pinedaleroundup.com

TOWN OF PINEDALE & TOP FLIGHT AVIATION PRESENT THE RALPH WENZ FIELD

FLY-IN

many inspiring aspects of America, including the freedom our forefathers
it as an artist, I'm inspired by the natural beauty of our country.
me the most isn't the cities, isn't the grand entrances to the towering
extravagant designs (though I truly do love all the artwork), but the beauty
ins. In the water. In the sky. The way the sky looks like paint smeared
how the water looks like diamonds swirling and twisting beautiful
crystal surface.
u're looking down over a mountain range of colors; orange stone,
ine and greener oak leaves. More than three lakes are in your sights,
an and blue with thousands of life forms thriving in their depths. You see
nd the mountain tops, pink and white against the blue sky,
k some places are all sage, all pine trees and snow, but I don't think you
omething is plain until you've explored every inch. Beauty can be hidden
pect. You can't expect perfection, but beauty is something I'm sure you'll
ecies roam freely, guarded by laws and sanctuaries, where people put
the wildlife.
re is what inspires me. I could slay in nature for hours, looking at the
he trees and the sky. The colors of fall—the leaves of the oak and birch
and red and even purple—makes me happy to live in America. I don't
ant to leave if they saw the beauty in the mountains.
ly to shock anyone with its beauty is what inspires me. I feel like what
at is what is found in its natural design: the mountains; the animals; all
ould never expect. Even in the cold these creatures thrive.
s me to create art. So that's what I'll do.

County student Maegan Daniels won third statewide Wyoming VFW Patriot's Penst for her piece about America's natural source of awe and inspiration.

April. "And I think that generally, in general, when people call for an ambulance, one shows up."

Another solution: Community EMS

Johansson and the governor's office has asked the Centers for Medicare and Medicaid Services — generally referred to as CMS — to rethink how the federal government reimburses EMS calls in rural areas, he said. While rates are hard to change on the federal level, he suggested Medicare could reimburse for "community" EMS.

"Meaning that there's more of a community-based approach that doesn't require a trip to the hospital to kind of satisfy payment conditions," he said.

That is, he wants EMS agencies to be reimbursed for helping someone in their home instead of only getting money for a transport, something he's mentioned Wyoming Medicaid has started to do.

It's an idea that Sypherd with the EMS association has said so far hasn't generated enough money on the ground, especially as major payers like Medicare won't reimburse for it.

"Right now, you are not going to get enough money to support yourself out of community EMS," he said.

When Johansson has asked CMS to start implementing this kind of community paramedicine reimbursement, he says agency officials will often just say they understand Wyoming's challenges and "we'll communicate



TOWN OF
PINEDALE
WYOMING

G-2

Item: Approve Ordinance 717, on first read, an Ordinance of the Town of Pinedale, State of Wyoming, amending Subsection B of Section 475-342 of Article XLI of Chapter 475 of the Pinedale Municipal Code to modify general requirements regarding the number of short-term rental units allowed per deeded lot.

Action: Approve/Disapprove/Amend

Presenter: Mayor Murdock

Information: Attached

Recommendation:

ORDINANCE NO. 717

AN ORDINANCE OF THE TOWN OF PINEDALE, STATE OF WYOMING, AMENDING SUB-SECTION B OF SECTION 475-342 OF ARTICLE XLI OF CHAPTER 475 OF THE PINEDALE MUNICIPAL CODE TO MODIFY GENERAL REQUIREMENTS REGARDING THE NUMBER OF SHORT-TERM RENTAL UNITS ALLOWED PER DEEDED LOT.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PINEDALE, STATE OF WYOMING THAT SUB-SECTION B OF SECTION 475-342 OF ARTICLE XLI OF CHAPTER 475 OF THE PINEDALE MUNICIPAL CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

§ 475-342 General Requirements

- B. Only two short-term rental permits will be issued per deeded property or lot. An excess of two (2) units shall be defined as a hotel/motel and shall meet zoning requirements as required for such use. Hosted STR's shall be limited to one short-term rental permit per deeded property or lot.

This Ordinance shall be in full force and effect from and after passage on three readings and publication according to law.

PASSED ON FIRST READING ON _____, 2024.

PASSED ON SECOND READING ON _____, 2024.

PASSED, APPROVED AND ADOPTED ON THIRD READING ON _____, 2024.

TOWN OF PINEDALE,
STATE OF WYOMING:

BY: _____
MATT W. MURDOCK, MAYOR

ATTEST:

TOWN CLERK

ATTESTATION BY TOWN CLERK

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss.
TOWN OF PINEDALE)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the _____, a newspaper of general circulation published in the Town of Pinedale, Wyoming, on the _____ day of _____, 20_____.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Pinedale, Wyoming.

Town Clerk

ORDINANCE NO. 717

AN ORDINANCE OF THE TOWN OF PINEDALE, STATE OF WYOMING, AMENDING SUB-SECTION B OF SECTION 475-342 OF ARTICLE XLI OF CHAPTER 475 OF THE PINEDALE MUNICIPAL CODE TO MODIFY GENERAL REQUIREMENTS REGARDING THE NUMBER OF SHORT-TERM RENTAL UNITS ALLOWED PER DEEDED LOT.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PINEDALE, STATE OF WYOMING THAT SUB-SECTION B OF SECTION 475-342 OF ARTICLE XLI OF CHAPTER 475 OF THE PINEDALE MUNICIPAL CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

§ 475-342 General Requirements

A. Short-term rentals are not permitted outdoors, in tents, campers, recreational vehicles or unattached accessory structures (e.g., sheds, garages, etc.). Short-term rentals in properly conforming accessory dwelling units (ADU) are permitted.

~~B. Only one short term rental permit will be issued per deeded property or lot.~~

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~~C.~~ B. Each STR may only be rented to one group at any one time (i.e., a single booking).

~~D.~~ C. Occupancy of a dwelling used for an STR is limited to a total of 10 guests. ~~(NOTE: Facilities exceeding 10 guests are to be classified as hotels/motels and will be considered pursuant to that classification.)~~

~~E.~~ D. Parking for the STR must utilize parking on the property of the STR or parking in the right-of-way immediately adjacent to the STR~~P~~ property.

~~F.~~ E. Short-term rentals are classified as lodging facilities by the state and must be registered with the Wyoming Department of Revenue and collect all applicable room, occupancy and sales taxes required by law.

~~G.~~ F. The following must be posted in a visible area in the rental structure:

- 1) Inside of front door:
 - a) Contact information for responsible party;
 - b) STR permit;
 - c) Address of property; and
 - d) Emergency response contact information (i.e., 911).

- 2) Bedroom: Floor plan of structure indicating fire escape routes.

~~H.~~ G. Any advertising or description of an STR on any website must display the permit number or an image of the permit.

~~H.~~ Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as an STR is prohibited. The STR shall outwardly appear as a residential dwelling.

~~I.~~ Within the following zone districts, written notice shall be provided by the owner to neighbors adjacent to the STR property: A, R-S, R-1, R-2 and R-2A. Each notice shall include the STR address, name and contact information of the owner. Proof of notification (i.e., copy of the mailing receipt) shall be provided to the Planning and Zoning Department during the application process.

~~J.~~ Short-term rental permits shall not be transferred or assigned to another individual, person, entity, or address. Further, a permit does not authorize any person, other than the person named therein, to operate an STR on the property.

~~K.~~ Within the following zone districts, both hosted and nonhosted (non-owner-occupied) short-term rentals shall be permissible. Only two short-term rental permits will be issued per deeded property or lot. An excess of two (2) units shall be defined as a hotel/motel and shall meet zoning requirements as required for such use: C-1 and C-2.

~~L.~~ Within the following zone districts, one permit is allowed per owner: A, R-S, R-1, R-2 and R-2A. Hosted (owner-occupied) short-term rentals shall be permissible in said zone districts. Parcels of 2+ acres are allowed a second permit subject to staff review.

~~M.~~ STRs are not allowed in multifamily dwellings in the A, R-S, R-1, R-2 and R-2A Zone Districts.

~~N.~~ Within the following zone districts, short-term rentals shall not be permissible: I-1, I-2, UT, R-4, and MH.

. Hosted STR's shall be limited to one short-term rental permit per deeded property or lot.

This Ordinance shall be in full force and effect from and after passage on three readings and publication according to law.

PASSED ON FIRST READING ON _____, 2024.

PASSED ON SECOND READING ON _____, 2024.

PASSED, APPROVED AND ADOPTED ON THIRD READING ON _____, 2024.

TOWN OF PINEDALE,
STATE OF WYOMING:

BY: _____
MATT W. MURDOCK, MAYOR

ATTEST:

TOWN CLERK
ATTESTATION BY TOWN CLERK

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss.
TOWN OF PINEDALE)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the _____, a newspaper of general circulation published in the Town of Pinedale, Wyoming, on the _____ day of _____, 20_____.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Pinedale, Wyoming.

Town Clerk



TOWN OF
PINEDALE
WYOMING

G-3

Item: Approve Ordinance 718, on first read, an Ordinance of the Town of Pinedale, State of Wyoming, amending Section 343 of Article XLI of Chapter 475 of the Pinedale Municipal Code to modify nuisances, violations, and penalties; termination in its entirety.

Action: Approve/Disapprove/Amend

Presenter: Mayor Murdock

Information: Attached

Recommendation:

ORDINANCE NO. 718

AN ORDINANCE OF THE TOWN OF PINEDALE, STATE OF WYOMING, AMENDING SECTION 343 OF ARTICLE XLI OF CHAPTER 475 OF THE PINEDALE MUNICIPAL CODE TO MODIFY NUISANCES, VIOLATIONS, AND PENALTIES; TERMINATION IN ITS ENTIRETY.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PINEDALE, STATE OF WYOMING THAT SECTION 343 OF ARTICLE XLI OF CHAPTER 475 OF THE PINEDALE MUNICIPAL CODE IS HEREBY TO READ AS FOLLOWS:

§ 475-343. Nuisances, violations, and penalties; termination.

- A. Violations of any of the provisions of this article shall be subject to the provisions of §475 Article XXXV Violations and subject to the STR permit being revoked.

- B. Advertising that offers a property as an STR shall constitute prima facie evidence of the operation of an STR and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal STR or is not in operation.

- C. Other evidence of the operation of an STR without a valid permit may include, but is not limited to, guest testimony, rental agreements, advertisements, and receipts or bank statements showing payments to the owner by a guest.

- D. Each day during which a person operates an STR without a required permit constitutes a separate violation thereof.

- E. Town staff shall maintain a log of nuisances and complaints lodged against a property operating as an STR. If three separate complaints are logged against a property in a two-year period, Town staff will review the STR permit for possible suspension or revocation. A suspension or revocation may be appealed to the Town Council by the holder of the STR permit.

This Ordinance shall be in full force and effect from and after passage on three readings and publication according to law.

PASSED ON FIRST READING ON _____, 2024.

PASSED ON SECOND READING ON _____, 2024.

PASSED, APPROVED AND ADOPTED ON THIRD READING ON _____, 2024.

TOWN OF PINEDALE,
STATE OF WYOMING:

ATTEST:

BY: _____
MATT W. MURDOCK, MAYOR

TOWN CLERK

ATTESTATION BY TOWN CLERK

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss.
TOWN OF PINEDALE)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the _____, a newspaper of general circulation published in the Town of Pinedale, Wyoming, on the _____ day of _____, 20_____.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Pinedale, Wyoming.

Town Clerk

ORDINANCE NO. 718

AN ORDINANCE OF THE TOWN OF PINEDALE, STATE OF WYOMING, AMENDING SECTION 343 OF ARTICLE XLI OF CHAPTER 475 OF THE PINEDALE MUNICIPAL CODE TO MODIFY NUISANCES, VIOLATIONS AND PENALTIES; TERMINATION IN ITS ENTIRETY.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PINEDALE, STATE OF WYOMING THAT SECTION 343 OF ARTICLE XLI OF CHAPTER 475 OF THE PINEDALE MUNICIPAL CODE IS HEREBY TO READ AS FOLLOWS:

§ 475-343. Nuisances, violations, and penalties; termination.

~~A. Any violation of this article is adjudged and declared to be a nuisance and shall summarily be abated by proper proceeding brought therefor.~~

~~B.A. Any person or entity violating any Violations of the provisions of this article are punishable pursuant to is guilty of a misdemeanor and, upon conviction thereof, shall be subject to the general penalty as provided in Chapter 1, Article IV, General Penalty, of this Code and subject to the STR permit being revoked. 475 Article XXXV Violations and revocation of the violators STR Permit.~~

~~C.B. Advertising that offers a property as an STR shall constitute prima facie evidence of the operation of an STR and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal STR or is not in operation.~~

~~D.C. Other evidence of the operation of an STR without a valid permit may include, but is not limited to, guest testimony, rental agreements, advertisements, and receipts or bank statements showing payments to the owner by a guest.~~

~~E.D. Each day during which a person operates an STR without a required permit constitutes a separate violation thereof.~~

~~F. Town staff shall maintain a log of nuisances and complaints lodged against a property operating as an STR. If three separate complaints are logged against a property in a two-year period, Town staff will review the STR permit for possible suspension or revocation. A suspension or revocation may be appealed to the Town Council by the holder of the STR permit.~~

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This Ordinance shall be in full force and effect from and after passage on three readings and publication according to law.

PASSED ON FIRST READING ON _____, 2024.

PASSED ON SECOND READING ON _____, 2024.

PASSED, APPROVED AND ADOPTED ON THIRD READING ON _____, 2024.
TOWN OF PINEDALE,
STATE OF WYOMING:

ATTEST: BY: _____
MATT W. MURDOCK, MAYOR

TOWN CLERK

ATTESTATION BY TOWN CLERK

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss.
TOWN OF PINEDALE)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the _____, a newspaper of general circulation published in the Town of Pinedale, Wyoming, on the _____ day of _____, 20____.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Pinedale, Wyoming.

Town Clerk



TOWN OF
PINEDALE
WYOMING

H-1

Item: Approve the bills for September 9, 2024, in the amount of \$44,791.23 paid with checks 30801 – 30835

Action: Approve/Disapprove/Amend

Presenter: Mayor Murdock

Information: Attached

Recommendation:

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
30801									
09/24	09/09/2024	30801	1311	ACME PEST CONTROL LLC	1157	31-412-0002	AIRPORT PEST CONTROL	496.00	496.00
Total 30801:									496.00
30802									
09/24	09/09/2024	30802	101	CH DIAGNOSTIC & CONSULTING SER	20240212	51-433-1730	FREMONT LAKE WATER TESTI	1,385.00	1,385.00
Total 30802:									1,385.00
30803									
09/24	09/09/2024	30803	1101	CLEAN WASH LAUNDROMAT	45071	31-410-0215	AIRPORT MAT SERVICE	61.00	61.00
09/24	09/09/2024	30803	1101	CLEAN WASH LAUNDROMAT	45087	10-410-0490	TOWN HALL MAT SERVICE	61.00	61.00
09/24	09/09/2024	30803	1101	CLEAN WASH LAUNDROMAT	45088	10-410-0490	TOWN HALL MAT SERVICE	61.00	61.00
09/24	09/09/2024	30803	1101	CLEAN WASH LAUNDROMAT	45104	31-410-0215	AIRPORT MAT SERVICE	61.00	61.00
Total 30803:									244.00
30804									
09/24	09/09/2024	30804	808	CNA SURETY	63353288.202	10-410-0250	BOND RENEWAL/ADMIN-AS	250.00	250.00
Total 30804:									250.00
30805									
09/24	09/09/2024	30805	127	D. A. SCREENING	22800	10-410-1460	DRUG SCREENINGS	65.00	65.00
09/24	09/09/2024	30805	127	D. A. SCREENING	22801	10-410-1460	DRUG SCREENINGS	395.00	395.00
Total 30805:									460.00
30806									
09/24	09/09/2024	30806	1449	EVERON	156133829	10-410-5010	TOWN HALL SECURITY	294.00	294.00
Total 30806:									294.00
30807									
09/24	09/09/2024	30807	721	FERGUSON WATERWORKS #1116	1552450	51-433-1810	METER FLANGES & GASKETS	424.51	424.51
Total 30807:									424.51

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
30808									
09/24	09/09/2024	30808	266	JORGENSEN ASSOCIATES PC	22647-54324	10-560-8130	BULB-OUT DEMO	1,400.00	1,400.00
Total 30808:									1,400.00
30809									
09/24	09/09/2024	30809	1378	LUMACURVE AIRFIELD SIGNS	61933	31-412-0010	LED LAMP	380.08	380.08
Total 30809:									380.08
30810									
09/24	09/09/2024	30810	301	M & M DISPOSAL	7588	52-434-5010	DUMPSTER RENT	99.00	99.00
Total 30810:									99.00
30811									
09/24	09/09/2024	30811	325	MOOSELY MAILBOXES & MORE	91007	10-410-0290	POSTAGE	6.96	6.96
Total 30811:									6.96
30812									
09/24	09/09/2024	30812	994	MOUNTAINLAND SUPPLY COMPANY	S106414012.0	10-452-5005	LATCH SOLENOID	291.77	291.77
09/24	09/09/2024	30812	994	MOUNTAINLAND SUPPLY COMPANY	S106414035.0	10-452-5005	BARB LINE	7.56	7.56
Total 30812:									299.33
30813									
09/24	09/09/2024	30813	1047	NELSON ENGINEERING	2334301-6515	51-433-4300	SHALLOW WATER MAIN PROJE	1,845.00	1,845.00
09/24	09/09/2024	30813	1047	NELSON ENGINEERING	2400901-6516	52-434-1170	TOWN ENGINEERING AID	2,985.90	2,985.90
Total 30813:									4,830.90
30814									
09/24	09/09/2024	30814	1221	NORTHWEST SCIENTIFIC, INC.	5182708	51-433-1735	IN HOUSE LAB SUPPLIES	190.28	190.28
Total 30814:									190.28
30815									
09/24	09/09/2024	30815	34	PINEDALE ANIMAL HOSPITAL	207742	10-420-2360	HEALTH & RABIES	120.57	120.57

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
09/24	09/09/2024	30815	34	PINEDALE ANIMAL HOSPITAL	209347	10-420-2360	HEALTH & RABIES	169.51	169.51
Total 30815:									290.08
30816									
09/24	09/09/2024	30816	385	PINEDALE AUTO SUPPLY	118897	10-502-5012	SCAG MOWER BELTS	78.26	78.26
09/24	09/09/2024	30816	385	PINEDALE AUTO SUPPLY	119329	10-502-5018	PAINT BUFFER	63.48	63.48
09/24	09/09/2024	30816	385	PINEDALE AUTO SUPPLY	120098	10-420-2360	CO2 & TANK STRAP	50.69	50.69
09/24	09/09/2024	30816	385	PINEDALE AUTO SUPPLY	120114	10-420-2360	CO2	28.70	28.70
Total 30816:									221.13
30817									
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 205	10-410-1613	TOWN HALL	153.53	153.53
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 AIR	31-413-0375	AIRPORT GENERATOR	25.00	25.00
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 DK	10-452-1613	BALLFIELDS	15.61	15.61
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 DP	10-501-1613	PUBLIC WORKS	39.85	39.85
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 FB	31-413-0375	AIRPORT FBO	28.37	28.37
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 LIF	51-433-1613	LIFT STATION	15.15	15.15
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 MAI	31-413-0375	AIRPORT MAINTENANCE HANG	15.00	15.00
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 MC	51-433-1613	MCCOY	63.85	63.85
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 OR	51-433-1613	ORCUTT	23.96	23.96
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 PAR	10-452-1613	PARK LOOP	21.53	21.53
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 SR	31-413-0375	AIRPORT SRE BUILDING	15.00	15.00
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 SR	31-413-0375	AIRPORT SRE HANGAR	15.00	15.00
09/24	09/09/2024	30817	396	PINEDALE NATURAL GAS, INC.	20240827 WW	52-434-1613	WASTEWATER	15.15	15.15
Total 30817:									447.00
30818									
09/24	09/09/2024	30818	898	PINEDALE ROUNDUP	315121	10-410-0330	WEEKLY AD	100.00	100.00
09/24	09/09/2024	30818	898	PINEDALE ROUNDUP	315147	10-410-0330	PUBLISH MINUTES	135.94	135.94
09/24	09/09/2024	30818	898	PINEDALE ROUNDUP	315148	10-410-0330	PUBLISH MINUTES	468.75	468.75
09/24	09/09/2024	30818	898	PINEDALE ROUNDUP	315580	10-410-0330	WEEKLY AD	100.00	100.00
09/24	09/09/2024	30818	898	PINEDALE ROUNDUP	315591	31-410-0002	FLY-IN ADVERTISING	325.00	325.00
09/24	09/09/2024	30818	898	PINEDALE ROUNDUP	315696	10-410-0330	DIGITAL ENHANCEMENT-AUGU	20.00	20.00
Total 30818:									1,149.69

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
30819									
09/24	09/09/2024	30819	428	REED'S READY-MIX & CONSTRUCTIO	23262	10-431-1060	FOX WILLOW VALLEY PAN	417.75	417.75
09/24	09/09/2024	30819	428	REED'S READY-MIX & CONSTRUCTIO	335	10-431-1010	EMULSION PEA GRAVEL	375.00	375.00
09/24	09/09/2024	30819	428	REED'S READY-MIX & CONSTRUCTIO	356	10-431-1010	EMULSION PEA GRAVEL	125.00	125.00
Total 30819:									917.75
30820									
09/24	09/09/2024	30820	453	ROCKY MOUNTAIN POWER	20240826 MC	51-433-1611	MCCOY	230.46	230.46
09/24	09/09/2024	30820	453	ROCKY MOUNTAIN POWER	20240826 MT	51-433-1611	MT AIRY SCADA	36.82	36.82
09/24	09/09/2024	30820	453	ROCKY MOUNTAIN POWER	20240826 SU	51-433-1611	825 N JACKSON	4,604.53	4,604.53
09/24	09/09/2024	30820	453	ROCKY MOUNTAIN POWER	20240828 AIR	31-413-0090	AIRPORT LIGHTS	907.51	907.51
09/24	09/09/2024	30820	453	ROCKY MOUNTAIN POWER	20240828 FF	31-413-0090	AIRPORT FUEL FARM	215.13	215.13
Total 30820:									5,994.45
30821									
09/24	09/09/2024	30821	1243	SANI-STAR	12594	10-410-0320	MONTHLY SERVICE	150.00	150.00
Total 30821:									150.00
30822									
09/24	09/09/2024	30822	1433	SHADOW MOUNTAIN WATER OF WY I	002.B016999	31-414-0040	AIRPORT POTABLE WATER	22.50	22.50
09/24	09/09/2024	30822	1433	SHADOW MOUNTAIN WATER OF WY I	002.B017174	31-414-0040	AIRPORT POTABLE WATER	45.00	45.00
09/24	09/09/2024	30822	1433	SHADOW MOUNTAIN WATER OF WY I	002.B017195	52-434-1735	IN HOUSE WW LAB SUPPLIES	9.99	9.99
Total 30822:									77.49
30823									
09/24	09/09/2024	30823	1499	STANDARD PLUMBING SUPPLY	XGKQ42	10-502-5018	GARAGE REMOTE BATTERIES	15.97	15.97
09/24	09/09/2024	30823	1499	STANDARD PLUMBING SUPPLY	XGN448	10-452-5005	HOSE CLAMPS	32.99	32.99
Total 30823:									48.96
30824									
09/24	09/09/2024	30824	1146	STATE FIRE SALES & SERVICE	12576065	51-433-1614	FIRE ALARM MONITORING-MC	135.00	135.00
09/24	09/09/2024	30824	1146	STATE FIRE SALES & SERVICE	12576066	10-501-1614	FIRE ALARM MONITORING-SHO	135.00	135.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
Total 30824:									270.00
30825									
09/24	09/09/2024	30825	1453	SUBLETTE COUNTY SOFTBALL	20240828	10-340-4400	BALLFIELD DEPOSIT RETURN	300.00	300.00
Total 30825:									300.00
30826									
09/24	09/09/2024	30826	541	TELETRACTORS, INC.	6990	10-452-5005	TOPSOIL	87.20	87.20
Total 30826:									87.20
30827									
09/24	09/09/2024	30827	556	THE TIRE STORE	36340	10-502-5012	REPLACEMENT TIRE	142.50	142.50
Total 30827:									142.50
30828									
09/24	09/09/2024	30828	1073	TOWN OF PINEDALE WATER/SEWER	20240831.720	10-452-1618	PARKS-WATER	780.05	780.05
09/24	09/09/2024	30828	1073	TOWN OF PINEDALE WATER/SEWER	20240831.763	10-452-1615	PARKS-SEWER	5,695.23	5,695.23
09/24	09/09/2024	30828	1073	TOWN OF PINEDALE WATER/SEWER	20240831.776	10-410-1615	TOWN HALL SEWER	312.50	312.50
09/24	09/09/2024	30828	1073	TOWN OF PINEDALE WATER/SEWER	20240831.777	51-433-1615	WATER DEPT - SEWER	117.50	117.50
Total 30828:									6,905.28
30829									
09/24	09/09/2024	30829	580	UNION TELEPHONE COMPANY, INC.	70134164.082	52-434-1610	UTILITIES/CELL/SEWER	230.66	230.66
Total 30829:									230.66
30830									
09/24	09/09/2024	30830	592	VISA	20240825	51-433-1735	LAB TRASH CAN	10,306.54	10,306.54
Total 30830:									10,306.54
30831									
09/24	09/09/2024	30831	599	WAMCAT	20240905	10-410-0370	TRAINING&MEM/MAUREEN	75.00	75.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount	Check Amount
Total 30831:									75.00
30832									
09/24	09/09/2024	30832	1276	WIND RIVER FAB	161	51-433-5012	SCADA MAINTENANCE	150.00	150.00
Total 30832:									150.00
30833									
09/24	09/09/2024	30833	642	WOOD LAW OFFICE	20240903	10-410-0170	ADVANCED FILING FEES	5,668.25	5,668.25
Total 30833:									5,668.25
30834									
09/24	09/09/2024	30834	1399	WYOMING AIRPORTS COALITION	520	31-410-0020	CONFERENCE REGISTRATION	209.19	209.19
Total 30834:									209.19
30835									
09/24	09/09/2024	30835	664	WYOMING DEPT OF TRANSPORTATIO	2302000.2025	10-501-0320	2025 LICENSE PLATE RENEWA	390.00	390.00
Total 30835:									390.00
Grand Totals:									44,791.23

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____



**TOWN OF
PINEDALE
WYOMING**

**I
EXECUTIVE SESSION**

NOTES:



TOWN OF
PINEDALE
WYOMING

I-1

Item: Executive Session to discuss Personnel

Action: Approve/Disapprove/Amend

Presenter: Mayor Murdock

Information:

Recommendation:



TOWN OF
PINEDALE
WYOMING

I-2

Item: Executive Session to discuss Real Estate

Action: Approve/Disapprove/Amend

Presenter: Mayor Murdock

Information:

Recommendation:
