



## TOWN COUNCIL REGULAR MEETING

JULY 01, 2025 at 6:00 PM

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

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### AGENDA

#### CALL TO ORDER

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

#### APPROVAL OF THE AGENDA

#### APPROVAL OF THE MINUTES

- 3) Meeting Minutes from June 17, 2025

#### APPROVAL OF THE BILLS

- 4) Deposits - \$141,793.27
- 5) Accounts Payable - \$105,077.30
- 6) Transmittals - \$16,806.39
- 7) Payroll - \$55,822.44

#### CORRESPONDENCE

- 8) Thank you - American Legion
- 9) National Night Out

#### ITEMS FROM THE PUBLIC

- 10) Kathy Beck - Carbon County Prevention Network
- 11) Kathy Beck - Saratoga Proud - Beautification Committee

#### COUNCIL COMMENTS

#### REPORTS FROM DEPARTMENTS

##### Town Hall

- 12) Mountain States CPA's - Engagement Letter
- 13) Ordinance 886 - Mobile Vending Revision - First Reading

##### Police Department

- 14) John Elway Chevrolet Estimate - \$53,661.00

- [15\)](#) Frontier Upfitting Estimate - \$39,622.94
- [16\)](#) Stalker Radar Quote #2105747 - \$6,915.00
- [17\)](#) Plus Electric Estimate - \$14,800.00

**Fire Department**

**Recreation Department**

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

- 18) New Hire - Koya Roberts - Open Gym Supervisor \$15.00/hr.
- 19) Rawlins Aquatics Lifeguards Contract

**Department of Public Works**

- [20\)](#) Resolution 2025-03 - TAP Grant Application
- [21\)](#) Consultant Service Policy
- [22\)](#) Leak Testing Quote
- [23\)](#) Fence Quote
- [24\)](#) Sewer Lagoon Instrumentation

**REPORTS FROM BOARDS AND COMMISSIONS**

**Planning Commission**

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

- [25\)](#) Sign Project Grant and Update

**Water and Sewer Joint Power Board**

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

**Recreation Commission**

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

- [26\)](#) Meeting Minutes June 9, 2025

**Saratoga Airport Advisory Board**

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

- [27\)](#) Wyoming Log & Timber Invoice - \$32,441.93
- [28\)](#) Wyoming Log & Timber Invoice - Masonry \$3,860.00
- [29\)](#) Wyoming Log & Timber Invoice - Entry \$8,195.00

**South Central Wyoming Emergency Medical Services Board**

Next meeting is July 21, 2025 at 6:00 PM in Encampment

**NEW BUSINESS**

**EXECUTIVE SESSION**

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

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

**FURTHER BUSINESS**

**ADJOURNMENT**

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



**TOWN COUNCIL REGULAR MEETING  
JUNE 17, 2025 at 6:00 PM**

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

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**MINUTES**

**CALL TO ORDER**

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

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

**APPROVAL OF THE AGENDA**

Motion was made to approve the agenda for June 17, 2025 by Councilman Cooley, second by Councilman Oxford. Motion carried.

**APPROVAL OF THE MINUTES**

- 3) Meeting Minutes from June 3, 2025  
Motion was made to approve the meeting minutes from June 3, 2025 by Councilman Cooley, second by Councilman Oxford. Motion carried.

**APPROVAL OF THE BILLS**

Motion was made to approve all financials for June 17, 2025, by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

- 4) Deposits - \$251,688.63
- 5) Accounts Payable - \$229,652.31
- 6) Transmittals - \$55,152.01
- 7) Payroll - \$50,575.21

**CORRESPONDENCE**

**ITEMS FROM THE PUBLIC**

- 8) Special Event Permit - Farmer's Market - Marie Christen  
Motion was made to deny Marie Christen special event permit for the Market at Sweet Marie by Councilman Cooley, second by Councilman Oxford. Motion carried.

Motion to approve Special Event Permit for a Farmer's Market with all activity and vendors to be set up on Sweet Marie Mercantile property to be held every Saturday through the summer made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

- 9) Community Garden - Member Dawn Munro

## COUNCIL COMMENTS

## REPORTS FROM DEPARTMENTS

### Town Hall

- 10) Ordinance 883 - Budget 2025/2026 - FINAL Reading  
Motion to approve and pass Ordinance 883 - 2025/2026 Budget on the 3<sup>rd</sup> and final reading made by Councilman Cooley, second by Councilman Oxford. Motion carried.

### Police Department

- 11) Pine Cove Quote - \$2,021.98 - Town Hall Camera  
Motion to approve purchase of a security camera for Town Hall, to be paid for 50% by the Police Department and 50% by Town Hall, made by Councilman Cooley, second by Councilman Barkhurst. Motion carried.

### Fire Department

- 12) Shively Hardware Estimate - \$682.42  
Motion to approve purchase of tools at Shively's Hardware in the amount of \$682.42 made by Councilman Barkhurst, second by Councilman Oxford. Motion carried.

### Recreation Department

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

### Department of Public Works

- 13) Water and Sewer Ordinances 884 and 885 - Changes/Discussion  
Motion to approve Ordinance 884 on the first reading, made by Councilman Cooley, second Councilman Barkhurst. Motion carried.  
Motion to approve Ordinance 885 on the first reading, made by Councilman Cooley, second Councilman Oxford. Motion carried.

## REPORTS FROM BOARDS AND COMMISSIONS

### Planning Commission

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

- 14) Variance Application VA-25-4  
Motion to deny Variance Application VA-25-4, made by Councilman Oxford, second by Councilman Cooley. Councilman Cooley and Councilman Oxford in favor, Councilman Barkhurst and Councilman Fluty opposed. Mayor Davis in favor. Motion carried.
- 15) Sign Project Update
- 16) TAP Grant Update
- 17) Zoning Ordinance Change Update  
Title 18 will be being discussed at the next Planning and Zoning meeting July 8, at 5:30

### Water and Sewer Joint Power Board

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

**Recreation Commission**

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

**Saratoga Airport Advisory Board**

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

18) Wyoming Log & Timber

Motion to approve invoice in the amount of \$38,923.00 to Wyoming Log & Timber for approximately 50% of the work done at the Airport made by Councilman Cooley, second by Councilman Fluty. Motion carried.

19) Flagpole Company Invoice - \$4,744.70

Motion to pay invoice from the Flagpole Company in the amount of \$4,744.70 made by Councilman Barkhurst, second by Councilman Oxford. Motion carried.

20) Nearly Natural LLC Estimate - \$3,450.85

21) Kings Snow Landscape Quote - \$28,377.80

22) High County Construction - \$6,650.00

**South Central Wyoming Emergency Medical Services Board**

Next meeting is July 21, 2025 at 6:00 PM in Encampment

**NEW BUSINESS**

**EXECUTIVE SESSION**

**FURTHER BUSINESS**

**ADJOURNMENT**

Motion to adjourn meeting at 7:28 PM made by Councilman Cooley, second by Councilman Oxford. Motion carried.

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

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Mayor Chuck Davis

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Jennifer Anderson, Town Clerk

Report Criteria:  
 Detail report.  
 Invoices with totals above \$0.00 included.  
 Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
<b>A T &amp; T Mobility</b>									
7579	A T & T Mobility	287309475560	Acct# 287309475560-PD Cell Phones-J	06/12/2025	607.11	.00		10-421-280	625
Total A T & T Mobility:					607.11	.00			
<b>AD Plumbing Heating &amp; Handyman Services</b>									
7610	AD Plumbing Heating & Handyman Ser	568761	Repair Flush Valve-Men's Room-SP	06/24/2025	50.00	.00		10-441-262	625
Total AD Plumbing Heating & Handyman Services:					50.00	.00			
<b>Armstrong Consultants, Inc.</b>									
7709	Armstrong Consultants, Inc.	ARM236916-2	AIP# 3-56-0026-036 & 037-2024-WYD	06/27/2025	12,327.23	.00		42-534-312	625
Total Armstrong Consultants, Inc.:					12,327.23	.00			
<b>Black Hills Energy</b>									
3400	Black Hills Energy	5/16/25-6/16/2	Acct# 4893 8916 95-Meter# BHE47050	06/18/2025	55.75	.00		10-422-270	625
3400	Black Hills Energy	5/16/25-6/16/2	Acct# 6102 9457 17-Meter# BHE66466	06/18/2025	44.48	.00		51-531-270	625
3400	Black Hills Energy	5/16/25-6/16/2	Acct# 6102 9457 17-Meter# BHE66466	06/18/2025	44.47	.00		52-532-270	625
3400	Black Hills Energy	5/16/25-6/16/2	Acct# 6106 0330 32-Meter# BHE30707	06/18/2025	113.95	.00		10-431-270	625
3400	Black Hills Energy	5/16/25-6/16/2	Acct# 6113 7275 62-Meter# BHE57941	06/18/2025	73.44	.00		10-422-270	625
3400	Black Hills Energy	5/16/25-6/16/2	Acct# 7953 7231 14-Meter# SG528271	06/18/2025	43.64	.00		10-411-270	625
3400	Black Hills Energy	5/16/25-6/16/2	Acct# 7953 7231 14-Meter# SG528271	06/18/2025	43.64	.00		10-421-270	625
Total Black Hills Energy:					419.37	.00			
<b>Capital Business Systems Inc - WY</b>									
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.17	.00		10-411-240	625
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.17	.00		10-412-240	625
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.17	.00		10-413-240	625
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.47	.00		10-421-240	625
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.10	.00		10-431-240	625
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.10	.00		10-441-240	625
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.10	.00		10-442-240	625
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.10	.00		10-445-240	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.17	.00		51-531-240	625
7400	Capital Business Systems Inc - WY	1522564	Contract# 16436-01-Overage Charge-5	06/17/2025	.17	.00		52-532-240	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	67.21	.00		10-411-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	74.67	.00		10-412-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	74.67	.00		10-413-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	186.68	.00		10-421-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	37.34	.00		10-431-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	37.34	.00		10-441-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	37.34	.00		10-442-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	37.34	.00		10-445-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	74.68	.00		42-533-270	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	59.73	.00		51-531-280	625
7400	Capital Business Systems Inc - WY	1525945	UCS Phone Service Contract# 15178-0	06/27/2025	59.73	.00		52-532-280	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	32.13	.00		10-411-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	32.14	.00		10-412-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	32.14	.00		10-413-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	83.55	.00		10-421-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	19.28	.00		10-431-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	19.28	.00		10-441-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	19.28	.00		10-442-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	19.28	.00		10-445-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	32.14	.00		51-531-240	625
7400	Capital Business Systems Inc - WY	1526461	Contract# 7986-01-1800 Blk & 2700 Co	06/30/2025	32.14	.00		52-532-240	625
Total Capital Business Systems Inc - WY:					1,069.81	.00			
<b>Capital Business Systems, Inc. - TX</b>									
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	157.75	.00		10-411-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	175.28	.00		10-412-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	175.28	.00		10-413-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	438.25	.00		10-421-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	87.63	.00		10-431-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	87.63	.00		10-441-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	87.63	.00		10-442-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	87.63	.00		10-445-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	227.85	.00		51-531-240	625
7346	Capital Business Systems, Inc. - TX	39493415	Cannon Copier Agreement-5/15/25 to 6	06/20/2025	227.85	.00		52-532-240	625
Total Capital Business Systems, Inc. - TX:					1,752.78	.00			



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
<b>CenturyLink</b>									
7221	CenturyLink	333887967-6/2	Acct# 333887967-PD 911 Phone Line-6	06/16/2025	49.81	.00		10-421-225	625
Total CenturyLink:					49.81	.00			
<b>Hach Company</b>									
2920	Hach Company	14541513	Ammonia-TNT+-HR (2-47 MG/L) PK/25	06/16/2025	568.90	.00		52-532-241	625
Total Hach Company:					568.90	.00			
<b>Hooton Tech LLC</b>									
7782	Hooton Tech LLC	2025-1250	Infinias Single Door Kit w/Prox Reader	06/24/2025	1,150.00	.00		10-445-486	625
7782	Hooton Tech LLC	2025-1250	UniFi Switch Flex-Rec	06/24/2025	125.00	.00		10-445-486	625
7782	Hooton Tech LLC	2025-1250	Access Control Installation Labor-Rec	06/24/2025	300.00	.00		10-445-486	625
7782	Hooton Tech LLC	2025-1250	CAT6 Cable PVC-Rec	06/24/2025	40.00	.00		10-445-486	625
7782	Hooton Tech LLC	2025-1250	Condiut-Mounts-Rec	06/24/2025	100.00	.00		10-445-486	625
Total Hooton Tech LLC:					1,715.00	.00			
<b>Jane Carey</b>									
7180	Jane Carey	06302025	Water Aerobics Class Instruction-June	06/30/2025	213.00	.00		10-441-321	625
Total Jane Carey:					213.00	.00			
<b>King's Snow &amp; Landscape, Inc.</b>									
7783	King's Snow & Landscape, Inc.	5234	Skid Steer Rental-1 Week Rental w/Dro	06/30/2025	2,000.00	.00		42-533-720	625
7783	King's Snow & Landscape, Inc.	5234	Rusher Run Base-1" Minus Road Base	06/30/2025	400.00	.00		42-533-720	625
7783	King's Snow & Landscape, Inc.	5234	Materials Delivery Fee-For 25 Tons of Li	06/30/2025	175.00	.00		42-533-720	625
7783	King's Snow & Landscape, Inc.	5234	Plate Tamper Rental-1 Week Rental Fe	06/30/2025	342.00	.00		42-533-720	625
7783	King's Snow & Landscape, Inc.	5234	Artificial Turf-70t 4 Color Turf (1980)-Air	06/30/2025	3,999.60	.00		42-533-720	625
7783	King's Snow & Landscape, Inc.	5234	Materials-Infill-Turf Spikes-Seam Tape-	06/30/2025	1,323.00	.00		42-533-720	625
7783	King's Snow & Landscape, Inc.	5234	Shipping-For Artificial Turf-Airport	06/30/2025	1,095.97	.00		42-533-720	625
7783	King's Snow & Landscape, Inc.	5234	Labor-Installing Artificial Turf For Turf Ar	06/30/2025	17,500.00	.00		42-533-720	625
Total King's Snow & Landscape, Inc.:					26,835.57	.00			
<b>Koyoty Outdoor Sports, Fur &amp; Trading Co</b>									
7748	Koyoty Outdoor Sports, Fur & Trading	06172025	Electronic Ear Muff-PD	06/17/2025	75.00	.00		10-421-235	625
7748	Koyoty Outdoor Sports, Fur & Trading	06172025	Electronic Ear Muff (8)-PD	06/17/2025	360.00	.00		10-431-235	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Koyoty Outdoor Sports, Fur & Trading Co:					435.00	.00			
<b>Matthew Evans</b>									
7786	Matthew Evans	06302025	Docket# 25-0022, 25-0023, 25-0024, 2	06/30/2025	15.00	.00		10-413-310	625
Total Matthew Evans:					15.00	.00			
<b>Max Schneider</b>									
7785	Max Schneider	06302025	Docket# 25-0022, 25-0023, 25-0024, 2	06/30/2025	15.00	.00		10-413-310	625
Total Max Schneider:					15.00	.00			
<b>Megan James</b>									
7413	Megan James	06302025	Morning Mash Up Class Instruction-Jun	06/30/2025	141.00	.00		10-445-483	625
Total Megan James:					141.00	.00			
<b>Michelle Chadwick</b>									
7767	Michelle Chadwick	06302025	Balance / Core / Stretch / Conditioning	06/30/2025	312.00	.00		10-445-483	625
Total Michelle Chadwick:					312.00	.00			
<b>Mountain Sage Yoga</b>									
7698	Mountain Sage Yoga	06302025	Wednesday & Friday Yoga Class Instru	06/30/2025	177.00	.00		10-445-483	625
Total Mountain Sage Yoga:					177.00	.00			
<b>Moze Ventures LLC</b>									
7781	Moze Ventures LLC	INV/2025/0000	Handheld Controller-SOS PSRNHHC2-	06/17/2025	140.40	.00		10-421-740	625
7781	Moze Ventures LLC	S00004	BluePrint SYNC Module w/Antenna-Shi	06/26/2025	320.32	.00		10-421-255	625
Total Moze Ventures LLC:					460.72	.00			
<b>Pine Cove Consulting, LLC</b>									
7285	Pine Cove Consulting, LLC	24414C	Verkada CD53 Indoor Dome Camera 2	06/23/2025	1,000.00	.00		10-411-262	625
7285	Pine Cove Consulting, LLC	24414C	Verkada CD53 Indoor Dome Camera 2	06/23/2025	1,021.98	.00		10-421-262	625
Total Pine Cove Consulting, LLC:					2,021.98	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
<b>Rocky Mountain Air Solutions</b>									
7427	Rocky Mountain Air Solutions	30603731	CL-2.5-CL-Rental Period 5/21/25 to 6/2	06/20/2025	164.00	.00		51-531-241	625
7427	Rocky Mountain Air Solutions	30603731	CL-2.5-CL-Rental Period 5/21/25 to 6/2	06/20/2025	164.00	.00		52-532-241	625
Total Rocky Mountain Air Solutions:					328.00	.00			
<b>Ryan Carney</b>									
7784	Ryan Carney	06302025	Docket# 25-0022, 25-0023, 25-0024, 2	06/30/2025	15.00	.00		10-413-310	625
Total Ryan Carney:					15.00	.00			
<b>The Flagpole Company LLC</b>									
7780	The Flagpole Company LLC	11675	25'x5"x125 External Halyard Commerci	06/11/2025	3,761.90	3,761.90	06/18/2025	42-533-720	625
7780	The Flagpole Company LLC	11675	Nickle Plated 3 1/2" Bronze Snap Hook	06/11/2025	39.90	39.90	06/18/2025	42-533-720	625
7780	The Flagpole Company LLC	11675	Black Anodized Finish (2)-Airport	06/11/2025	800.00	800.00	06/18/2025	42-533-720	625
7780	The Flagpole Company LLC	11675	4'x6' Embroidered Poly Extra Sewn Sta	06/11/2025	63.95	63.95	06/18/2025	42-533-720	625
7780	The Flagpole Company LLC	11675	Miscellaneous-Airport	06/11/2025	78.95	78.95	06/18/2025	42-533-720	625
7780	The Flagpole Company LLC	11777	Solar Powered 266 LED 34580 Lumens	06/30/2025	391.90	.00		42-533-720	625
Total The Flagpole Company LLC:					5,136.60	4,744.70			
<b>Union Telephone Co</b>									
5630	Union Telephone Co	70001447-6/17	Acct# 70001447-TH Cells-6/17/25	06/17/2025	40.24	.00		10-411-280	625
5630	Union Telephone Co	70001447-6/17	Acct# 70001447-PZ Cells-6/17/25	06/17/2025	30.78	.00		10-412-280	625
5630	Union Telephone Co	70001447-6/17	Acct# 70001447-Streets Cells-6/17/25	06/17/2025	63.91	.00		10-431-280	625
5630	Union Telephone Co	70001447-6/17	Acct# 70001447-Rec Cells-6/17/25	06/17/2025	40.24	.00		10-445-280	625
5630	Union Telephone Co	70001447-6/17	Acct# 70001447-Water Cells-6/17/25	06/17/2025	30.77	.00		51-531-280	625
5630	Union Telephone Co	70001447-6/17	Acct# 70001447-Sewer Cells-6/17/25	06/17/2025	30.77	.00		52-532-280	625
5630	Union Telephone Co	70091365-6/24	Acct# 70091365-VFD Landline-6/24/25	06/24/2025	51.52	.00		10-422-280	625
5630	Union Telephone Co	70091372-6/24	Acct# 70091372-Airport Landline-NAVA	06/24/2025	160.22	.00		42-533-270	625
5630	Union Telephone Co	70091381-6/24	Acct# 70091381-Streets Landline-6/24/	06/24/2025	18.87	.00		10-431-280	625
5630	Union Telephone Co	70091381-6/24	Acct# 70091381-Lake Landline-6/24/25	06/24/2025	18.86	.00		10-443-280	625
5630	Union Telephone Co	70091381-6/24	Acct# 70091381-Water Landline-6/24/2	06/24/2025	36.63	.00		51-531-280	625
5630	Union Telephone Co	70091381-6/24	Acct# 70091381-Sewer Landline-6/24/2	06/24/2025	36.63	.00		52-532-280	625
5630	Union Telephone Co	70091416-6/24	Acct# 70091416-TH-6/24/25	06/24/2025	89.86	.00		10-411-280	625
5630	Union Telephone Co	70091416-6/24	Acct# 70091416-Court-6/24/25	06/24/2025	22.46	.00		10-413-280	625
5630	Union Telephone Co	70091422-6/24	Acct# 70091422-PD Landline-DSL-6/24	06/24/2025	299.89	.00		10-421-280	625
5630	Union Telephone Co	70092204-6/24	Acct# 70092204-Rec Landline-DSL-6/2	06/24/2025	79.92	.00		10-445-280	625
5630	Union Telephone Co	70122064-6/17	Acct# 70122064-PD E911-6/17/25	06/17/2025	628.32	.00		10-421-225	625

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total Union Telephone Co:					1,679.89	.00			
<b>Upper Platte River Solid Waste Disposal</b>									
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-Lake	06/25/2025	142.00	.00		10-443-262	625
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-Kathy Glod	06/25/2025	38.00	.00		10-444-262	625
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-Veteran's Isl	06/25/2025	245.00	.00		10-444-262	625
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-Hot Pool/Bo	06/25/2025	408.00	.00		10-442-262	625
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-TH	06/25/2025	19.00	.00		10-411-262	625
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-PD	06/25/2025	19.00	.00		10-421-262	625
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-Shop	06/25/2025	122.50	.00		10-431-262	625
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-Water Plant	06/25/2025	122.50	.00		51-531-262	625
7528	Upper Platte River Solid Waste Disposa	66174	Waste Disposal-June 2025-Treatment L	06/25/2025	38.00	.00		52-532-262	625
Total Upper Platte River Solid Waste Disposal:					1,154.00	.00			
<b>Valerie Larscheid</b>									
6981	Valerie Larscheid	06302025	Water Aerobics Class Instruction-June	06/30/2025	208.00	.00		10-441-321	625
6981	Valerie Larscheid	06302025	Indoor Cycling Class Instruction-June 2	06/30/2025	130.00	.00		10-445-483	625
Total Valerie Larscheid:					338.00	.00			
<b>Warm Property Insurance</b>									
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-411-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-412-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-413-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	4,551.96	.00		10-421-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-422-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-431-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-441-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-442-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-443-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-444-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		10-445-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	4,551.96	.00		42-533-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	4,551.95	.00		51-531-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	4,551.95	.00		52-532-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		55-571-520	725
5800	Warm Property Insurance	1761	Property Assessment for 7/1/25 to 7/1/2	07/01/2025	2,275.96	.00		55-572-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-411-520	725

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-412-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-413-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	97.26	.00		10-421-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-422-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-431-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-441-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-442-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-443-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-444-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		10-445-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	97.26	.00		42-533-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	97.26	.00		51-531-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	97.25	.00		52-532-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		55-571-520	725
5800	Warm Property Insurance	1873	Level 3 Cyber Coverage For 7/1/25 to 7	07/01/2025	48.63	.00		55-572-520	725
Total Warm Property Insurance:					46,491.93	.00			
<b>Watson Well Service</b>									
7424	Watson Well Service	9866	1 HP 3 PH 460v Motor-4 Wire Splice Kit	06/16/2025	747.60	.00		52-532-740	625
Total Watson Well Service:					747.60	.00			
Grand Totals:					105,077.30	4,744.70			

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

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Report Criteria:  
Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

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Due Date	Discount Lost Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
07/07/2025		7579	A T & T Mobility	2873094755	607.11	.00	.00	607.11			
06/24/2025		7610	AD Plumbing Heating & Ha	568761	50.00	.00	.00	50.00			
07/27/2025		7709	Armstrong Consultants, Inc	ARM236916-	12,327.23	.00	.00	12,327.23			
07/08/2025		3400	Black Hills Energy	5/16/25-6/16/	419.37	.00	.00	419.37			
07/17/2025		7400	Capital Business Systems I	1522564	1.72	.00	.00	1.72			
07/27/2025		7400	Capital Business Systems I	1525945	746.73	.00	.00	746.73			
07/30/2025		7400	Capital Business Systems I	1526461	321.36	.00	.00	321.36			
07/15/2025		7346	Capital Business Systems,	39493415	1,752.78	.00	.00	1,752.78			
07/07/2025		7221	CenturyLink	333887967-6	49.81	.00	.00	49.81			
07/16/2025		2920	Hach Company	14541513	568.90	.00	.00	568.90			
07/24/2025		7782	Hooton Tech LLC	2025-1250	1,715.00	.00	.00	1,715.00			
06/30/2025		7180	Jane Carey	06302025	213.00	.00	.00	213.00			
07/15/2025		7783	King's Snow & Landscape,	5234	26,835.57	.00	.00	26,835.57			
06/17/2025		7748	Koyoty Outdoor Sports, Fur	06172025	435.00	.00	.00	435.00			
06/30/2025		7786	Matthew Evans	06302025	15.00	.00	.00	15.00			
06/30/2025		7785	Max Schneider	06302025	15.00	.00	.00	15.00			
06/30/2025		7413	Megan James	06302025	141.00	.00	.00	141.00			
06/30/2025		7767	Michelle Chadwick	06302025	312.00	.00	.00	312.00			
06/30/2025		7698	Mountain Sage Yoga	06302025	177.00	.00	.00	177.00			
06/17/2025		7781	Moze Ventures LLC	INV/2025/00	140.40	.00	.00	140.40			
07/26/2025		7781	Moze Ventures LLC	S00004	320.32	.00	.00	320.32			
06/23/2025		7285	Pine Cove Consulting, LLC	24414C	2,021.98	.00	.00	2,021.98			
07/19/2025		7427	Rocky Mountain Air Solutio	30603731	328.00	.00	.00	328.00			
06/30/2025		7784	Ryan Carney	06302025	15.00	.00	.00	15.00			
06/30/2025		7780	The Flagpole Company LL	11777	391.90	.00	.00	391.90			
08/06/2025		5630	Union Telephone Co	70001447-6/	236.71	.00	.00	236.71			
08/06/2025		5630	Union Telephone Co	70122064-6/	628.32	.00	.00	628.32			
08/13/2025		5630	Union Telephone Co	70091365-6/	51.52	.00	.00	51.52			
08/13/2025		5630	Union Telephone Co	70091372-6/	160.22	.00	.00	160.22			
08/13/2025		5630	Union Telephone Co	70091381-6/	110.99	.00	.00	110.99			
08/13/2025		5630	Union Telephone Co	70091416-6/	112.32	.00	.00	112.32			
08/13/2025		5630	Union Telephone Co	70091422-6/	299.89	.00	.00	299.89			
08/13/2025		5630	Union Telephone Co	70092204-6/	79.92	.00	.00	79.92			
07/25/2025		7528	Upper Platte River Solid W	66174	1,154.00	.00	.00	1,154.00			
06/30/2025		6981	Valerie Larscheid	06302025	338.00	.00	.00	338.00			
07/31/2025		5800	Warm Property Insurance	1761	45,519.34	.00	.00	45,519.34			
07/31/2025		5800	Warm Property Insurance	1873	972.59	.00	.00	972.59			
06/16/2025		7424	Watson Well Service	9866	747.60	.00	.00	747.60			
Grand Totals:				38	100,332.60	.00	.00	100,332.60			

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
06/16/2025	747.60	.00	.00	747.60	747.60
06/17/2025	575.40	.00	.00	575.40	1,323.00
06/23/2025	2,021.98	.00	.00	2,021.98	3,344.98
06/24/2025	50.00	.00	.00	50.00	3,394.98
06/30/2025	1,617.90	.00	.00	1,617.90	5,012.88
07/07/2025	656.92	.00	.00	656.92	5,669.80
07/08/2025	419.37	.00	.00	419.37	6,089.17
07/15/2025	28,588.35	.00	.00	28,588.35	34,677.52

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
07/16/2025	568.90	.00	.00	568.90	35,246.42
07/17/2025	1.72	.00	.00	1.72	35,248.14
07/19/2025	328.00	.00	.00	328.00	35,576.14
07/24/2025	1,715.00	.00	.00	1,715.00	37,291.14
07/25/2025	1,154.00	.00	.00	1,154.00	38,445.14
07/26/2025	320.32	.00	.00	320.32	38,765.46
07/27/2025	13,073.96	.00	.00	13,073.96	51,839.42
07/30/2025	321.36	.00	.00	321.36	52,160.78
07/31/2025	46,491.93	.00	.00	46,491.93	98,652.71
08/06/2025	865.03	.00	.00	865.03	99,517.74
08/13/2025	814.86	.00	.00	814.86	100,332.60
Grand Totals:	100,332.60	.00	.00	100,332.60	



Report Criteria:  
Paid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
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<b>61820251</b>							
1	EFTPS - TAXES	61820251	06/15/2025	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 6/15/2025	10-212100	4,297.32
1	EFTPS - TAXES	61820251	06/15/2025	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 6/15/2025	10-212100	4,297.32
1	EFTPS - TAXES	61820251	06/15/2025	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 6/15/2025	10-212100	1,005.02
1	EFTPS - TAXES	61820251	06/15/2025	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 6/15/2025	10-212100	1,005.02
1	EFTPS - TAXES	61820251	06/15/2025	76-00	FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period: 6/15/	10-212200	5,428.35
Total 61820251:							16,033.03

<b>61820252</b>							
16	DEARBORN L LIFE INSU	61820252	06/15/2025	91-00	GROUP/ACCCOUNT # 0000310079 - 1 Life Insurance Pay Period: 6/15/2025	10-212700	61.99
Total 61820252:							61.99

<b>61820253</b>							
3	GREAT-WEST TRUST CO	61820253	06/15/2025	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 6/15/2025	10-212500	165.00
3	GREAT-WEST TRUST CO	61820253	06/15/2025	55-02	457 CONTRIBUTION Deferred Comp - Rolt Pay Period: 6/15/2025	10-212500	130.00
Total 61820253:							295.00

<b>62420251</b>							
11	AFLAC BENEFIT SERVIC	62420251	06/15/2025	71-01	AFLAC monthly ins premium AFLAC Services/after tax Pay Period: 6/15/2025	10-212500	93.00
11	AFLAC BENEFIT SERVIC	62420251	06/15/2025	71-06	AFLAC monthly ins premium AFLAC Benefit Services Pay Period: 6/15/2025	10-212500	323.37
Total 62420251:							416.37
Grand Totals:							16,806.39

Report Criteria:

Includes the following check types:

Manual, Payroll, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee ID	Description	GL Account	Amount
06/15/2025	PC	06/19/2025	53971	285		01-112700	173.15-
06/15/2025	PC	06/19/2025	53972	246		01-112700	369.40-
06/15/2025	PC	06/19/2025	53973	281		01-112700	198.78-
06/15/2025	PC	06/19/2025	53974	294		01-112700	256.19-
06/15/2025	PC	06/19/2025	53975	296		01-112700	75.63-
06/15/2025	PC	06/19/2025	53976	290		01-112700	367.37-
06/15/2025	PC	06/19/2025	53977	257		01-112700	412.00-
06/15/2025	PC	06/19/2025	53978	258		01-112700	88.83-
06/15/2025	PC	06/19/2025	6192025	46		01-112700	1,643.20-
06/15/2025	PC	06/19/2025	6192025	49		01-112700	2,720.54-
06/15/2025	PC	06/19/2025	6192025	78		01-112700	1,587.06-
06/15/2025	PC	06/19/2025	6192025	111		01-112700	2,605.27-
06/15/2025	PC	06/19/2025	6192025	134		01-112700	1,925.18-
06/15/2025	PC	06/19/2025	6192025	135		01-112700	588.80-
06/15/2025	PC	06/19/2025	6192025	40		01-112700	1,881.04-
06/15/2025	PC	06/19/2025	6192025	88		01-112700	1,312.43-
06/15/2025	PC	06/19/2025	6192025	201		01-112700	353.01-
06/15/2025	PC	06/19/2025	6192026	216		01-112700	287.70-
06/15/2025	PC	06/19/2025	6192026	217		01-112700	287.70-
06/15/2025	PC	06/19/2025	6192026	225		01-112700	436.97-
06/15/2025	PC	06/19/2025	6192026	226		01-112700	2,425.84-
06/15/2025	PC	06/19/2025	6192026	230		01-112700	865.63-
06/15/2025	PC	06/19/2025	6192026	229		01-112700	230.29-
06/15/2025	PC	06/19/2025	6192026	245		01-112700	2,646.26-
06/15/2025	PC	06/19/2025	6192026	247		01-112700	1,895.11-
06/15/2025	PC	06/19/2025	6192026	256		01-112700	722.09-
06/15/2025	PC	06/19/2025	6192026	264		01-112700	3,414.03-
06/15/2025	PC	06/19/2025	6192027	235		01-112700	1,806.40-
06/15/2025	PC	06/19/2025	6192027	202		01-112700	57.92-
06/15/2025	PC	06/19/2025	6192027	261		01-112700	195.79-
06/15/2025	PC	06/19/2025	6192027	272		01-112700	2,777.99-
06/15/2025	PC	06/19/2025	6192027	273		01-112700	2,422.00-
06/15/2025	PC	06/19/2025	6192027	276		01-112700	2,533.19-
06/15/2025	PC	06/19/2025	6192027	277		01-112700	1,844.47-
06/15/2025	PC	06/19/2025	6192027	280		01-112700	1,318.61-
06/15/2025	PC	06/19/2025	6192027	283		01-112700	1,709.39-
06/15/2025	PC	06/19/2025	6192027	284		01-112700	2,417.03-
06/15/2025	PC	06/19/2025	6192028	263		01-112700	1,707.40-
06/15/2025	PC	06/19/2025	6192028	286		01-112700	108.47-
06/15/2025	PC	06/19/2025	6192028	288		01-112700	1,480.57-
06/15/2025	PC	06/19/2025	6192028	48		01-112700	2,862.31-
06/15/2025	PC	06/19/2025	6192028	252		01-112700	164.98-
06/15/2025	PC	06/19/2025	6192028	289		01-112700	349.00-
06/15/2025	PC	06/19/2025	6192028	291		01-112700	754.26-
06/15/2025	PC	06/19/2025	6192028	293		01-112700	75.28-
06/15/2025	PC	06/19/2025	6192028	295		01-112700	971.76-
06/15/2025	PC	06/19/2025	6192029	298		01-112700	150.30-
06/15/2025	PC	06/19/2025	6192029	292		01-112700	201.97-
06/15/2025	PC	06/19/2025	6192029	297		01-112700	143.85-
Grand Totals:							<u>55,822.44-</u>
							<u>49</u>

Dear Mayor, Town Council, Director  
 of Public Works and employees,  
 Our hearts were full of patriotic pride in  
 seeing the U.S. flag flying on the  
 downtown area last night.  
 Memorial Day - We thank you for  
 putting them up taking them down,  
 for the nation's patriotic holiday.  
 It means so much our community  
 is able to celebrate America's freedom  
 by displaying our beautiful flag.  
 sincerely,  
 members American Legion Auxiliary Unit 574

June 23, 2025



**POLICE • COMMUNITY PARTNERSHIPS**



# SAVE THE DATE

**When: August 5, 2025 from 5:00-8:00 PM**

**Where: Bolton Park in Rawlins, Wy**

- \* BURGERS AND HOT DOGS \* BOUNCE HOUSE \* VENDORS BOOTHS \*
- HORSE RIDING \* HELICOPTER AND AMBULANCE TOURS \*
- \* GOLF CARTS \* FREE PRIZES \* SNOW CONES \* AND MORE!!



Memorial Hospital of Carbon County





## 1 July – Saratoga Town Council – Prevention updates



Learn more about CCPN - <https://carboncountypublichealth.org/prevention/> OR  
Follow us on Facebook - <https://www.facebook.com/CarbonCountyProjectPrevention/>

### **Community Meetings**

CCPN Next Virtual Meeting - Monday, July 14<sup>th</sup> at 12pm – [Zoom Link](#)

### **July's theme**

This month we continue to emphasize the importance of community resources. These resources play a vital role in fostering well-being, support, and connection within our neighborhoods.

CCPN encourages exploring the resources available in our community and consider how they can be of benefit to yourself and others.

<https://988lifeline.org/>

<https://wyoming211.org/>

<https://www.wyohelp.com/>





Have you noticed the wheels in windows around town????

Sources of Strength is a youth suicide prevention and mental health promotion program that uses a strengths-based approach, focusing on strengthening protective factors like social support and healthy coping, rather than solely addressing risk factors. The program leverages peer leaders and adult advisors to change norms and behaviors, fostering a more positive and supportive environment for young people.

We completed a Sources of Strength Adult Advisor training last Saturday at PVCC - 9 people attended

Sources of Strength will be marching in the 4th of July parade handing out swag and popsicles.

Peer leader training Wednesday, July 23rd 10am-4pm (invite only) approx. 60 kids from Encampment and Saratoga will be invited to this training.

Sources launch, Saturday, Aug. 9th 4pm-7pm barn dance at the Canary Barn in Saratoga. The whole community is invited! There will be food, fun and a D.J.!

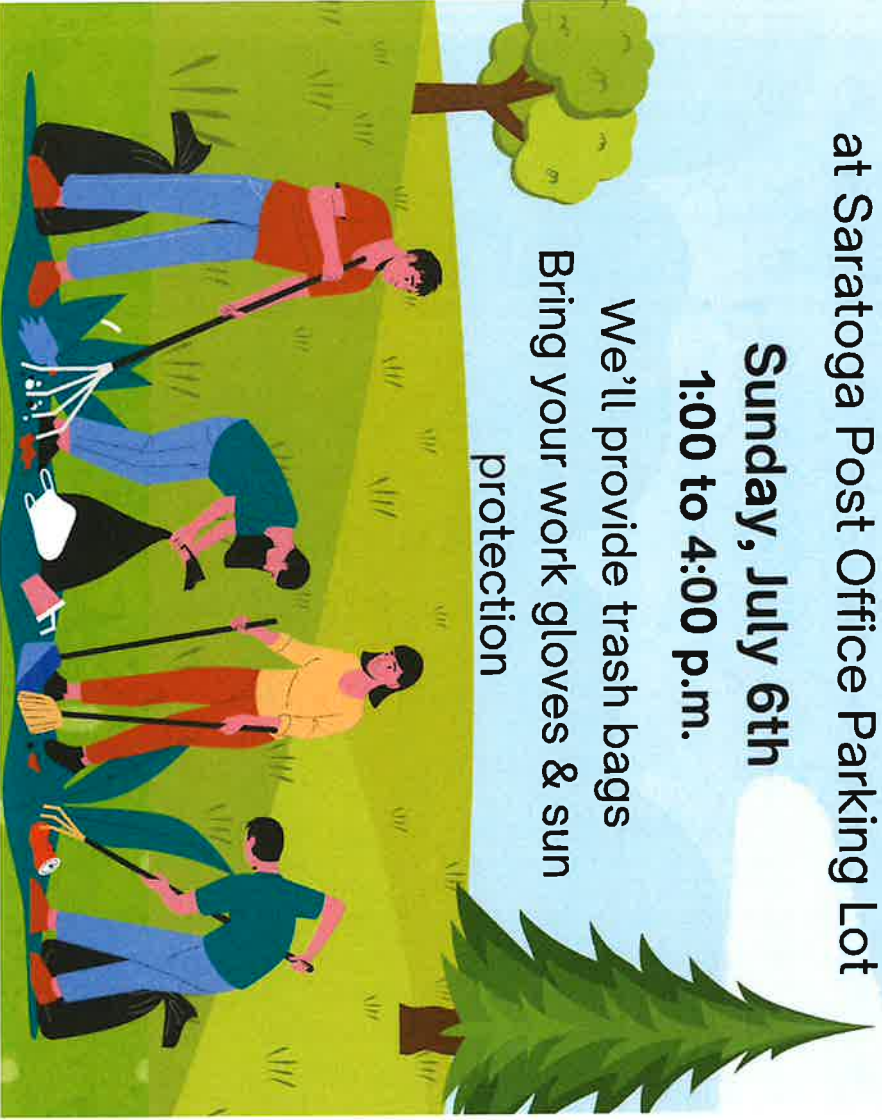
**If you'd like to participate or if you'd like to nominate an adult advisor or peer leader, please contact Rachel at 307.329.3172**

# Saratoga Community Cleanup Day

Join the Saratoga Proud  
Beautification Committee  
at Saratoga Post Office Parking Lot

**Sunday, July 6th**  
**1:00 to 4:00 p.m.**

We'll provide trash bags  
Bring your work gloves & sun  
protection





# MOUNTAIN STATES CPAs and Consultants, LLC

June 18, 2025

The Town of Saratoga  
Town Council and Town Management  
P.O. Box 486  
Saratoga, WY 82331

You have requested that we audit the cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Saratoga, as of June 30, 2025 and for the year then ended, and the related notes to the cash basis financial statements, which collectively comprise the Town of Saratoga's basic financial statements as listed in the table of contents within the report.

The objectives of our audit of the cash basis financial statements are to obtain reasonable assurance about whether the cash basis financial statements as a whole are free from material misstatement, whether due to fraud or error, and about whether effective internal control over financial reporting was maintained in all material respects and to issue an auditor's report that includes our opinions. Internal control over financial reporting is not effective if a material weakness exists. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit of financial statements or an audit of internal control over financial reporting conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement or a material weakness when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered to be material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the cash basis financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America- cash basis require that supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the cash basis financial statements. Such information, although not a part of the cash basis financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Management may elect not to present the management discussion and analysis as in years past. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and



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timfixter@mountainstatescpa.com



comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis (if management elects to perform)
- 2) Budgetary Comparison Schedules

Supplementary information other than RSI will accompany the Town of Saratoga's cash basis financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the cash basis financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining financial statements for nonmajor governmental funds

#### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Footnotes and accounting policies for the formulation of the Schedule of Expenditures of Federal Awards.

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including the cash basis financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. We can assist in this matter and is considered a non-audit service. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## Audit of the Financial Statements and Internal Control over Financial Reporting

We will conduct our audit in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS, *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Saratoga's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America *and, if applicable, in accordance with any state or regulatory audit requirements*. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town of Saratoga's basic cash basis financial statements and its internal control over cash basis financial reporting. Our report will be addressed to Management, and the Town Council of the Town of Saratoga. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements or internal control are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an



opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report providing an opinion of the overall cash basis financial statements upon completion of our audit.

### **Audit of Major Program Compliance**

Our audit of the Town of Saratoga's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant



deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, Town Council acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of effective the system of internal control over financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statues, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and to management's assessment of internal control over financial reporting, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from *management* for the purpose of the audit;
  - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;



17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For the evaluation of the effectiveness of the entity's internal control over financial reporting using suitable and available criteria;
22. For providing us with management's written assessment about the effectiveness of the entity's internal control over financial reporting;
23. For supporting management's assessment about the effectiveness of the entity's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires);
24. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
25. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, town council, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing. Additionally, you agree to provide a completed documentation from our request list.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Nonattest Services**

With respect to any nonattest services we perform, We will also assist in:

1. Converting financial information to the cash basis of accounting as requested by you.
2. Preparing the financial statements and related notes of the Town of Saratoga in conformity with the cash basis of accounting as applicable based on information provided by you.
3. Additionally, we may be asked certain questions or to share our thoughts on certain matters throughout the engagement (such as consulting with the Town's F-66 report or other state and federal compliance)
4. Assisting with the preparation of the Schedule of Expenditures of Federal Awards (SEFA) to be approved by you prior to the completion of the audit.
5. Assist in the submission of the data collection form to be approved by you prior to submission.



**MOUNTAIN STATES**  
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timfixter@mountainstatescpa.com

6. Provide consulting throughout the year (with the understanding the implementation of any recommendation that we provide is ultimately the responsibility of management).

We will not assume management responsibilities on behalf of Town of Saratoga. However, we will provide advice and recommendations to assist management of the Town of Saratoga in performing its responsibilities.

The Town of Saratoga's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing and maintaining the system of internal control, including the process used to monitor the system of internal control

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including.
- The nonattest services are limited to the items above as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

### Identified Risks

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Grant compliance.
- Identification of federal awards and expenditures.
- Allocation of interest and investment revenues.
- Reconciling and accounting for due to due from and transfer accounts.
- Controls over the Town's procurement process.
- Revenue recognition.
- Segregation of duties.
- Identification and implementation of new accounting standards.

### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, debt, revenue, grant, or other confirmations we request and will locate any documents selected by us for testing. Additionally, your staff and external consultants will be required to prepare an accurate preparation guide provided by us as part of the audit in a timely manner.

We would like to have samples selected in July and start in on the audit as soon as possible in order to have it completed for the state requirement by December 31, 2025.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. This is only done in order to meet associated deadlines and will be discussed with you in advance.



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timfixter@mountainstatescpa.com

We will provide copies of our reports to the Town Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

At the conclusion of our audit engagement, we will communicate to management and the Town Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Mountain States CPAs and Consultants, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Wyoming Department of Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mountain States CPAs and Consultants, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Wyoming Department of Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on a mutually agreeable date. Tim Fixter, CPA, CFE, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, copies, telephone, etc.). Travel costs, should they be required, will be billed separately. We estimate that our gross fee, including expenses, will approximate \$26,000 - \$30,000 (decrease in the audit excluding the single audit portion from the prior year). This estimate assumes that one uniform guidance single audit will need to be performed and your staff will be attentive and responsive to providing documentation and answering questions. If difficulties are encountered during the audit forcing us to incur more time to reconcile bank accounts, reconcile transfers, reconcile years of fund balance issues and restrictions, post significant journal entries, etc., we will most likely be unable to meet this estimate. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or any other reason of our choosing, our engagement will be deemed to have been completed upon written notification of termination, even if we have





not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

You have requested that we provide you with a copy of our most recent external peer review report and as the firm was founded in November of 2023, we are in the process of undergoing our peer review at this time and expect to have in completed by September of 2025. We have also enrolled in the American Institute of Certified Public Accounts Peer review portal as well as registering for peer review with the Nevada State Board of Accountants that governs the peer review process in Wyoming.

We appreciate the opportunity to be of service to the Town of Saratoga and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,

*Mountain States CPAs and Consultants, LLC*

Mountain States CPAs and Consultants, LLC  
Lander, Wyoming

RESPONSE:

This letter correctly sets forth the understanding of the Town of Saratoga.

Management signature: Corina Daly

Title: Town Treasurer

Governance signature: Chuck Davis

Title: 6/18/2025





**ORDINANCE NO. 886**

**AN ORDINANCE OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING  
AMENDING TITLE 5 SECTION 5.40.090 SECTION N, MOBILE VENDING ON PRIVATE  
PROPERTY, OF THE TOWN OF SARATOGA MUNICIPAL CODE REGULATING  
MOBILE VENDING WITHIN THE TOWN OF SARATOGA  
AND TO PROVIDE AN EFFECTIVE DATE**

WHEREAS, the Governing Body of the Town of Saratoga wishes to preserve the public peace, health, safety, and welfare of all residents of the Town of Saratoga; and,

WHEREAS, Title 5 of the Town of Saratoga Municipal Code concerns business licenses and regulations; and,

WHEREAS, the Town of Saratoga Municipal Code prior to this Ordinance is silent regarding the regulation and licensing of mobile vendors; and,

WHEREAS, the Governing Body of the Town of Saratoga has determined it is in best interest of the citizens of the Town to amend Title 5 of the Town of Saratoga Municipal Code to include regulations and licensing of mobile vendors to preserve the public peace, health, safety, and welfare of all residents of the Town of Saratoga; and,

WHEREAS, the governing body of the Town of Saratoga has given public notice of said amendment and the ordinance has been made available for the public to review at the office of the Town Clerk; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF SARATOGA, CARBON COUNTY, WYOMING that Title 5 of the Saratoga Municipal Code shall be amended to read as follows:

**Section 1.** Chapter 5.40 of the Saratoga Municipal Code is hereby created to read as follows:

**Chaeter 5.40 MOBILE VENDING**

**5.40.010 Definitions.**

"Mobile" means able to move or be moved freely and easily; not affixed to the ground. Mobile vending operations are truly of a mobile nature who have the ability to "routinely" or "regularly" change locations.

"Mobile food vendor" means an outdoor vendor operating from a mobile vehicle, trailer, or pushcart licensed for use in the retail sale or service of ready-to-eat or packaged food including a vendor operating from a mobile food truck, trailer, or pushcart on which food is cooked or prepared.

"Mobile vending unit" means any portion of a mobile vending operation in which service or activity associated with the operation is provided. This shall not include generators or other machinery exclusively used to provide power to the operation.

**5.40.020 Mobile Vending License - Required**

No person shall engage in mobile vending within town without first having obtained a license from the town clerk's office, as provided in this section, unless exempt under Section 5.40.030.

#### **5.40.060 Mobile Vending License - Suspension and Revocation**

A. A mobile vending license shall be a privilege, good for the period for which it is issued, subject to the condition, however, that it may, for good cause, be suspended at any time by the town clerk or his/her designee, requiring the vending to cease until violation is resolved. Revocation may occur by action of the town council after a public hearing of which the licensee shall have not less than ten days advance written notice in which the charges or complaints against the licensee are specified. Good cause shall be interpreted to include, but not to be restricted to:

1. Violations of any of the provisions of this article;
2. Failure to comply with agreed upon and signed regulations and license requirements;
3. Violation of any of the provisions of this code or other ordinances of the town or the laws of the United States or this state, the violation of which reflects unfavorably on the fitness of the holder to provide services which promote the health, safety, and welfare of the public.

B. Any mobile vending operator or property owner that is part of an ongoing or pending violation with the town will not be allowed to operate, nor will be issued any further mobile vending license, or any other entitlements from the town until the violation is resolved. This shall include any permits associated with a special events permit. Any person found to be in violation of this chapter shall also be fined as provided in the general penalty section of the Saratoga Municipal Code.

1. This shall not include any criminal or parking violations with the police department.

#### **5.40.070 Insurance Required**

All mobile vendors shall maintain commercial general liability insurance with a combined single limit of one million dollars per occurrence and products liability with a combined single limit of one million dollars per occurrence.

#### **5.40.080 General Regulations and Requirements**

A. All mobile vending operations shall be required to have all valid and applicable licenses and approvals to provide desired service.

B. All mobile vending units shall be inspected in an appropriate manner that is approved by the Wyoming Department of Agriculture to receive license.

C. All work or inspections performed shall be done by licensed and approved contactors. This shall include propane systems and piping, fire suppression systems, fire extinguishers, and installation of new kitchen equipment.

D. All mobile vending operations are required to have at least one person on-site at all times while in operation, that is qualified to move said operation and all units and accessories associated with the mobile vending operation.

E. Propane Requirements:

1. All propane tanks used in association with a mobile vending operation shall have a proper and up-to-date certification.
2. All propane tanks shall be properly secured to a mobile vending unit.
3. All propane tanks shall conform to Wyoming Department of Transportation standards and regulations.

I. Off-street parking shall be adequate to accommodate both the permanent use and the vending operation.

J. The location of the vending operation and all units associated with such shall not impede required fire access lanes, accessible routes, setbacks on the property, or clear vision triangles.

K. Mobile vending operation shall have proper authorization to use property.

L. Suitable receptacle(s) for litter/ recycling shall be located on-site or on-vehicle, and not located within the city right-of-way.

M. No unit used or item associated with the vending operation shall impede city right-of-way, including sidewalks.

N. There shall be a maximum of one mobile vendor per lot (as)-proved special events permit.

**There shall be a maximum of five (5) mobile vendors per lot without an approved special events permit.**

O. Flashing or strobe lights associated with the mobile unit shall not be permitted.

#### **5.40.100 Mobile Vending on Public Property**

Mobile vending may be permitted within public property at specific locations and during times when the Town of Saratoga streets department designates public parking spaces for the specific purpose of mobile vending use on a temporary basis. The use of such areas shall be on a first-come basis. No vending shall be permitted within public property other than within a posted area.

A. Areas within the following locations may be designated for mobile vending use on a temporary basis:

1. Within the Never Forget Park parking lot.
2. Within the Hobo Pools parking lot.

B. The hours of operation shall be between seven a.m. and ten p.m.

C. Any temporary signage shall conform to the standards of Saratoga Municipal Code Chapter 18.63 and be removed outside hours of operation and shall not be located within the town right-of-way.

D. Vending on public property shall not exempt the operator from any permits or approval, such as food service or fire prevention.

E. All units used or associated with the vending operation shall be located so as not to interfere with the normal operations of any permanent use located on the property.

F. The location of the vending operation and all units associated with such shall not impede required fire access lanes, accessible routes, setbacks on the property, or clear vision triangles.

L. Suitable receptacle(s) for litter/ recycling shall be located on-site or on-vehicle, and not located within the city right-of-way.

M. No unit used or item associated with the vending operation shall impede city right-of-way, including sidewalks.

O. Flashing or strobe lights associated with the mobile unit shall not be permitted.

**5.40.110 Mobile Vending Within Town Right-of-Way**

No vending shall be permitted within town right-of-way.

**Section 2.** This ordinance shall be in full force and effect from and after its approval, passage and adoption.

PASSED ON FIRST READING THIS \_\_\_\_ day of \_\_\_\_ 2025.

PASSED ON SECOND READING THIS \_\_ day of \_\_\_\_\_ 2025.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_ 2025.

Town of Saratoga, Wyoming

\_\_\_\_\_  
Chuck Davis, Mayor

ATTEST:

ATTESTATION

I, Marie Christian, the Town Clerk for the Town of Saratoga, Wyoming, do hereby certify that the above ordinance was duly and properly published or posted in the manner required by law.

\_\_\_\_\_  
Jennifer Anderson, Town Clerk



# John Elway Chevrolet

Sarah Dudgeon | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (  Complete )

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$56,000.00
Dest Charge	\$2,195.00
Total Options	\$486.00
<b>Subtotal</b>	<b>\$58,681.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$5,020.00)
<b>Subtotal Discount</b>	<b>(\$5,020.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Excluded from Sales Tax</b>	
<b>Taxable Price</b>	<b>\$53,661.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$53,661.00</b>

**Comments:**

STATE OF COLORADO AWARD 193796  
 US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5  
 ARAPAHOE COUNTY AWARD 19-48

\_\_\_\_\_  
 Dealer Signature / Date

\_\_\_\_\_  
 Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
 Data Version: 25667. Data Updated: Jun 8, 2025 6:45:00 PM PDT.

**ESTIMATE**

Frontier Upfitting  
2732 Big Loop Trl  
Chayenne, WY 32009

sales@frontierupfitting.com  
+1 (307) 331-7248  
https://frontierupfitting.com/

**Bill to**

John Moore  
Saratoga Police Department  
PO Box 552  
Saratoga, WY 82331 USA

**Estimate details**

Estimate no.: 250010  
Estimate date: 06/15/2025  
Expiration date: 07/31/2025

PO or Project: Saratoga PD- 2025 Tahoe K-9

#	Product or service	Description	Qty	Rate	Amount
1.	<b>SoundOff Signal nFORCE Interior Lightbar (Front) - Dual Color</b>	21-25 Tahoe Vehicle Specific 8 Module Interior Lightbar with DSC Technology R/W - Driver B/W - Passenger	1	\$1,335.00	\$1,335.00
2.	<b>SoundOff Signal mpower Arrow System (8 Mod) - Dual Color</b>	21-25 Tahoe Vehicle specific 8 Module under rear spoiler warning system. Dual Color Configuration with one tricolor (RBA) module on the passenger side for additional brake illumination. R/A - Driver B/A - Passenger	1	\$1,765.00	\$1,765.00
3.	<b>Setina PB450L Illuminated Push Bar (4 Lights)</b>	Lighted pushbar with 4 total lights. two forward facing and one on each side.	1	\$1,026.00	\$1,026.00
4.	<b>Setina PB9 Aluminum Fender Wraps</b>	Fender guards for PB450 bumper	1	\$600.00	\$600.00
5.	<b>SoundOff Signal SL Runner Rocker Light (61") - Dual Color</b>	SL Running Light, 61" - 5 Module, Dual Color	2	\$422.50	\$845.00
6.	<b>SoundOff Signal SL Runner Bracket (Tahoe)</b>	Mounting Kit for SL Running Light includes: Bracket & Hardware Kit, Chevrolet Tahoe 2021-2025, Ford Maverick 2023 - 2025	2	\$32.50	\$65.00
7.	<b>SoundOff Signal mpower HP 6x1</b>	mpower® HP 6x1 Light includes (1) Light, (1) U- Shaped bracket with mounting hardware - White LEDs (Mounted to the PB for high intensity scene lighting)	2	\$305.00	\$610.00

8	SoundOff Signal 100W Siren Speaker	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	\$250.00	\$250.00
9.	SoundOff Signal Surface Mount Intersector - Dual Color	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color (Mounted under each side mirror for 180- degree side warning)	2	\$238.00	\$476.00
10.	SoundOff Signal Vehicle Specific Under Mirror Bracket (Tahoe)	Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021-2025 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount, Driver / Passenger Side	2	\$36.50	\$73.00
11.	SoundOff Signal mpower fascia 4x2 (Stud Mount) - Dual Color (24 LED)	mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black or White Housing, 24 LED, Dual Color (Cargo Window Warning R/B)	2	\$226.99	\$453.98
12.	SoundOff Signal Window Shroud	Mounts one 4x2 Stud Mount light against the glass for a zero flashback solution in areas such as cargo windows.	2	\$20.00	\$40.00
13.	SoundOff Signal mpower fascia 4x2 (Stud Mount) - Dual Color (24 LED)	mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black or White Housing, 24 LED, Dual Color (License plate area R/W, B/W)	2	\$226.99	\$453.98
14.	SoundOff Signal 500 Series Control System (100W) - Push Button	bluePRINT® 500 Series Remote Control System with Button Control, 10-16v - 100 watt single-tone	1	\$1,110.00	\$1,110.00
15.	SoundOff Signal mpower fascia 3" (Quick Mount) - Single Color (4 LED)	mpower® 3" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black or White Housing, 4 LED, Single Color (Under the hatch lip for warning when hatch is open R/B)	2	\$96.99	\$193.98
16.	SoundOff Signal Remote Node	The bluePRINT Remote Node allows for a de-centralized installation of warning lights and accessories into the build. Each node has 10 flashing outputs and 4 inputs.	2	\$239.00	\$478.00
17.	SoundOff Signal bluePRINT Sync Kit	bluePRINT Sync allows for vehicle to vehicle synchronization when similar flash patterns are displayed. Works by using GPS timing, not vehicle proximity.	1	\$323.00	\$323.00
18.	SoundOff Signal bluePRINT Link Kit	bluePRINT Link connects to the vehicle CANbus network for passive communication with the vehicle, providing valuable input data to the 500 Series Control System.	1	\$468.00	\$468.00
19.	SoundOff Signal D-Pillar Wedges (21-24 Tahoe)	D-Pillar Wedge Kit (six wedges) for Chevrolet Tahoe 2021-2024. compatible	1	\$77.00	\$77.00

		with 3' mpower® quick mount fascia lights			
20.	<b>SoundOff Signal mpower fascia 3" (Quick Mount) - Dual Color (8 LED)</b>	mpower® 3' Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black or White Housing, 8 LED, Dual Color (R/A, B/A, for use with D-Pillar Wedges)	6	\$141.50	\$849.00
21.	<b>Troy Products 2025 Tahoe Vehicle-Specific Printer Console</b>	2025 Tahoe 18" Printer Console with Open Storage; 9" Slope, 9" Level	1	\$871.00	\$871.00
22.	<b>Troy Products Tilt-up Cargo Mount</b>	2021-25 Tahoe Tilt-up Cargo Mount with electronics tray, 5-piece system	1	\$850.00	\$850.00
23.	<b>Troy Products Console Accessories</b>	Cup Holders, XL Arm Rest, Sun Glass Tray, Accessory Power, and Sliding Computer Mounting platform (Will need computer specific dock separate)	1	\$855.00	\$855.00
24.	<b>Troy Products Cargo Solution</b>	Locking three drawer cargo solution for 21-25 Tahoe	1	\$4,680.00	\$4,680.00
25.	<b>Misc. Parts</b>	Stalker Radar with Dual Antennas, Mounting brackets, and wiring harnesses	1	\$3,432.00	\$3,432.00
26.	<b>Misc. Parts</b>	Universal Gun Lock * Handcuff Style	1	\$486.00	\$486.00
27.	<b>Misc. Parts</b>	American Aluminum K-9 and Prisoner Transport System	1	\$4,813.00	\$4,813.00
28.	<b>Misc. Parts</b>	Hot-N-Pop K-9 Temperature Alarm System	1	\$1,920.00	\$1,920.00
29.	<b>Shipping</b>	Shipping covers the cost of transporting parts, equipment, and materials required for the installation or repair of emergency vehicle systems. This includes vendor shipping fees, freight charges, and handling to ensure timely delivery and project completion.	1	\$150.00	\$150.00
30.	<b>Level 2 - Advanced Installation</b>	Advanced installation services include the integration of specialized emergency vehicle systems such as in-car video, K-9 temperature control units, radar, ALPR (automatic license plate recognition), and mobile data terminals. These complex installations are performed to exact specifications, ensuring seamless functionality, secure mounting, and full compatibility with vehicle and agency technology systems.	60	\$150.00	\$9,000.00
31.	<b>Level 2 - Installation Supplies</b>	Installation supplies include the essential materials used to securely mount, wire, and connect emergency vehicle equipment, such as wire, connectors, terminals, fuse blocks, fasteners, brackets, and high-heat corrugated loom. These high-quality components ensure safe, reliable, and professional-grade installations that meet	1	\$999.00	\$999.00



industry standards and withstand the demands of emergency service use.

32. Misc. Parts

Motorola APX Radio NMO Radio Kit with Antenna

1

\$75.00

\$75.00

**Total**

**\$39,622.94**

Expiry date

07/31/2025

Accepted date

Accepted by



applied concepts, inc.

**QUOTE**  
#2105747

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 05/21/25

Inside Sales Partner: Anthony Greene  
+1-972-801-4892  
anthony.greene@a-concepts.com

Reg Sales Mgr: Joe Bartels  
+1-720-456-2483  
jbartels@a-concepts.com

Effective From : 05/21/2025

Valid Through: 08/19/2025

Lead Time: 45 working days

<b>Bill To:</b> Saratoga Police Dept PO Box 552 Saratoga, WY 82331-0552	<b>Customer ID:</b> 024275  Accounts Payable	<b>Ship To:</b> Saratoga Police Dept 110 E Spring Ave Saratoga, WY 82331-5250	<i>FedEx Ground</i>  John Moore
----------------------------------------------------------------------------------	----------------------------------------------------	----------------------------------------------------------------------------------------	---------------------------------------

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$3,435.00	\$6,870.00
<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>		<b>Price</b>	<b>Ext Price</b>
1	2	200-0965-50	2X Counting Unit, 1.5 PCB, ARM Processor			\$0.00
2	2	200-1570-00	2X Modular OSC Display			\$0.00
3	2	200-1468-00	Dual DSR Ka Antenna			\$0.00
4	2	200-1468-01	2X Rear Antenna			\$0.00
5	2	200-0919-00	2X Fast Lock Remote w/Screw Latch			\$0.00
6	2	200-0769-00*	25 MPH/40 KPH KA Tuning Fork			\$0.00
7	2	200-0770-00*	40 MPH/64 KPH KA Tuning Fork			\$0.00
8	2	200-0648-00	Display Sun Shield			\$0.00
9	2	200-0243-00	Counting/Display Tall Mount			\$0.00
10	2	200-0244-00	Antenna Dash Mount			\$0.00
11	2	200-0245-00	Antenna Tall Deck Mount			\$0.00
12	2	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
13	2	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
14	2	200-0622-00	VSS Cable Kit			\$0.00
15	2	200-0619-00	2X Documentation Kit			\$0.00
16	2	006-0094-00	Fan Noise Suppression Addendum - 2X			\$0.00
17	2	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
18	2	060-1000-36	36 Month Warranty			\$0.00
<b>Group Total</b>						<b>\$6,870.00</b>

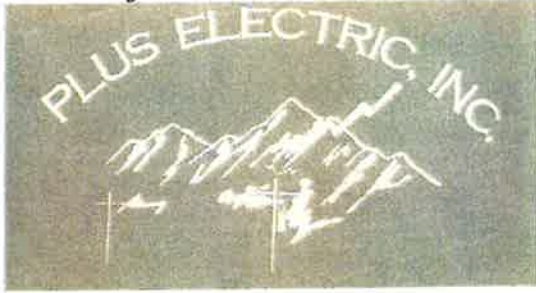
Product	\$6,870.00	Sub-Total:	\$6,870.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$45.00
		<b>Total: USD</b>	<b>\$6,915.00</b>

Vehicle Information:  
2025 Ford Interceptor SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Rawlins Office 1006 Stanford Street- Rawlins, WY. 82301 307-328-5349



P.O. Box 35  
1202 Beebe Ave.  
Bairoil, Wy.82322  
Phone, 307-324-2834, fax, 307-324-2851  
[pluselectric@wyoming.com](mailto:pluselectric@wyoming.com)

3-21-2025

John Moore  
Saratoga Police Dept.  
Saratoga, WY. 82331

[jmoore@saratogawyo.org](mailto:jmoore@saratogawyo.org)  
307-326-8316

**TOWNHALL GENERATOR**

**Electrical Estimates for 110 EAST SPRING AVE.- SARATOGA, WY. 82331**

*We price estimates at the highest cost. If material prices are lower and labor is less time, this is reflected in the customer's final cost. But there can be unexpected problems. This is a good faith cost estimate but will be billed as time and materials. Payment is due in full within 30 days from invoice. We take cash, checks or direct deposit, or credit cards with a 4% usage sur charge. Estimates good for 30 days. Warranty work material is no cost to customer, labor is at half cost at the discretion of manager. Plus Electric Inc. does not take responsibility for work done by anyone outside of Plus Electric Inc.*

*Time and material to obtain State Permit and inspection for Carbon Power & Light to connect power for building. Install new full-size 200-amp rated automatic Transfer Switch. Install junction box in place of LB on outside wall. Make connections in transfer switch and panel feed inside building. Run new conduit from existing generator to transfer switch. Run control wiring between them also. Remove existing 50-amp indoor transfer switch. Wire circuits back into existing panels. Replace two 15-amp duplex receptacles behind server with 20-amp duplexes. Reprogram generator if needed. We will verify ground of transfer switch and generator. Verify all panels operate on generator power.*

**Material= \$9,800.00 - - Labor w/ travel = \$4,500.00- Contingency= \$500.00  
Total = \$14,800.00 will need a \$7,000.00 deposit.**

Tim Green,  
Master Electrician

We do not take short cuts; we believe in doing it right the first time.

**TOWN OF SARATOGA  
RESOLUTION NO. 2025-03**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE TOWN OF SARATOGA FOR THE PURPOSES OF **THE SARATOGA PEDESTRIAN IMPROVEMENT PROJECT.**

**WITNESSETH**

**WHEREAS**, the governing body for Project Sponsor desires to participate in the Transportation Alternatives Program (TAP) to assist in funding this project;

**WHEREAS**, the governing body for Project Sponsor recognizes the need for the project;

**WHEREAS**, TAP requires that federal funding criteria be met, and Project Sponsor agrees to ensure satisfaction of all requirements;

**WHEREAS**, Project Sponsor acknowledges that if funded, the TAP project shall be completed prior to December 31, 2027;

**WHEREAS**, the governing body for Project Sponsor agrees to set aside a minimum of \$150,680.24 as a line item in its budget for the required nine and fifty-one hundredths percent (9.51%) local cash match on the project;

**WHEREAS**, the governing body for Project Sponsor acknowledges TAP is funded on a reimbursement basis and all invoices must be 100% paid by Project Sponsor prior to reimbursement through TAP (90.49% Federal Reimbursement). Project Sponsor acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by Project Sponsor of all funds reimbursed.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** for Project Sponsor that a funding application requesting \$1,433,759.76 in Federal TAP funding be submitted to the Wyoming Department of Transportation – TAP for consideration to assist in funding for the Project Sponsor project.

**BE IT FURTHER RESOLVED, THAT** Project Administrator Emery Penner is hereby designated as the Project Administrator, of Project Sponsor to act on behalf of the governing body on all matters relating to this funding application.

**PASSED, APPROVED AND ADOPTED THIS 1ST DAY OF JULY, 2025.**

**ATTEST:**

\_\_\_\_\_  
**Jennifer Anderson, Clerk**

\_\_\_\_\_  
**Chuck Davis, Mayor**



## TAP Attachment J – Consultant Services Policy

### CONSULTANT SERVICES POLICY

*Town of Saratoga*

*July 1, 2025*

#### SECTION I. INTRODUCTION

This policy establishes procedures of the *Town of Saratoga* for the procurement, management, and administration of consultant services required for a project using federal or non-federal funds obtained through the Wyoming Department of Transportation (WYDOT). This policy and procedures will be followed when hiring consultants to supplement the *Town of Saratoga* personnel or to provide other professional services that the *Town of Saratoga* determines can be best completed by qualified private-sector firms.

*Consultant*, as used in this document, means engineering firms, architectural firms, survey firms, educational institutions, and other firms or individuals engaged in providing consulting or other professional services. *Subconsultant*, as used in this document, means an individual or firm contracted by the consultant to provide related services.

*Simplified Acquisition Threshold (SAT)*, as used in this document, means the dollar amount at or below which a government entity may purchase services using small agreement/purchase methods. The SAT is currently \$250,000, but this threshold is periodically adjusted for inflation. (48 CFR 2.101)

*Architectural and Engineering (A & E) services* are defined to mean:

1. Professional services of an architectural or engineering nature, as defined by state statute, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide related services.
2. Professional services of an architectural or engineering nature, performed by consultant agreement, and associated with research, planning, development, design, construction, alteration, or repair of real property.
3. Professional services of an architectural or engineering nature, which a firm or individual within the engineering or architectural professions would perform, such as studies, investigations,

survey and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services. *Architectural and Engineering services that directly lead to development of a construction project* are defined and limited to:

1. Preparation of roadway/bridge contract documents including preliminary through final design, contract plans, specifications, and incorporated engineering drawings, details, and estimates.
2. Completion of surveys and mapping necessary for preparation of roadway/bridge contract documents.
3. Completion of architectural services directly leading to facility construction.
4. Completion of feasibility studies when used for project planning leading to project construction.
5. Construction project management including contract administration and construction engineering.
6. Completion of consultant services not clearly within (1) thru (5) above, which must be performed or approved in accordance with state law by a registered professional (i.e. engineer, land surveyor, architect, geologist, etc.).

## **SECTION II. CONSULTANT PROCUREMENT – GENERAL**

Two methods for procuring consultant services are available for use depending on administrative controls which consider the estimated cost of the proposed services.

Consultant services with an estimated cost at or less than the SAT (Small Agreement) will be procured using a simplified procurement process presented in SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT.

Consultant services with an estimated cost exceeding the SAT (Large Agreement) will be procured using a formal request for proposal (RFP) process as presented in SECTION IV(B) – Large Agreement – Cost greater than the SAT.

## **SECTION III. CONSULTANT NEED AND OTHER SUPPORTING INFORMATION**

The *Town of Saratoga* will develop supporting information to establish the need for consultant services and identify the procurement method, selecting one of the procurement methods outlined

in SECTION IV – CONSULTANT PROCUREMENT PROCESSES. Supporting information should be tailored to the procurement method and include the following:

**A. Small Agreement – Estimated Cost at or less than the SAT**

Small agreements, developed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, should include the following supporting information:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within the *Town of Saratoga* or that *Town of Saratoga* personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.
5. A preliminary cost estimate.
6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).

**B. Large Agreement – Cost greater than the SAT**

Large agreements, developed consistent with SECTION IV(B) – Large Agreement – Cost greater than the SAT, require that consultant services be procured through a request for proposal. The supporting information for these services should include the following:

1. A statement supporting the use of a consultant to perform work due to unique capabilities not readily available within the *Town of Saratoga* or that *Town of Saratoga* personnel are not available to complete the necessary work or meet proposed schedules.
2. A preliminary scope of work for the proposed services.
3. A schedule for completion of work to be performed by the consultant.
4. A funding source for the required consultant services.
5. A preliminary cost estimate. See SECTION IV(B) – Large Agreement – Cost greater than the SAT.

6. The agreement type to be used as the basis of compensation (See SECTION VI – AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT).

7. Consultant selection by the selection committee. Selection committee members should be identified by name and title.

8. A listing of evaluation factors and weighting factors for the ranking and selection of a qualified consultant firm. The use of evaluation factors and weighting factors should be tailored to the procurement process; the number of evaluation factors can be limited and the use of weighting factors can be limited or eliminated. The selected factors should assess the consultant's qualifications and competency, tailored to the proposed type/scope of work and any anticipated work types. Evaluation factors **may** consider:

- a. Established expertise;
- b. Related work experience in a responsible role;
- c. Qualifications of the firm's personnel;
- d. Previous performance on *Town of Saratoga* projects;
- e. Project understanding/knowledge, including proposed approach to completing project work;
- f. Workload capacity;
- g. Ability to meet project schedule;
- h. Specialized expertise or product delivery requirements (such as computer hardware or software);
- i. Other evaluation factors relating to the specific project may be used.

Evaluation factors that cannot be used on federal funded A & E services include:

- a. Cost components – consultant fee proposal, direct salaries/wages, other direct costs, or indirect cost rates;
- b. In-state or local preferences.

Cost, as one evaluation factor, may be used on federal funded non-A & E services.



The selection committee should note that two specific non-qualification-based evaluation factors may be used, if appropriate, but together cannot exceed 10% of the total weighted evaluation. These two factors, directed to an individual proposed project, are:

- a. A local presence, where that presence will add value to the quality or efficiency of project delivery, but will still allow for the consideration of a sufficient number of qualified firms;
- b. The participation of qualified and WYDOT-certified Disadvantaged Business Enterprise (DBE) consultants or subconsultants. The *Town of Saratoga* should coordinate with the WYDOT Civil Rights Office to obtain a current listing of DBE consultants.

The need/use of a consultant firm in a management role for the *Town of Saratoga* will require approval by WYDOT and FHWA before consultant solicitation. (23 CFR 172.7(b)(5))

#### **SECTION IV. CONSULTANT PROCUREMENT PROCESSES**

Two methods for procuring consultant services are available for the *Town of Saratoga* use. The use of each method is limited depending on the estimated cost of the proposed services; these administrative controls are presented as an introductory paragraph to each procurement method/agreement type.

##### **A. Small Agreement – Estimated Cost at or less than the SAT**

The use by the *Town of Saratoga* of a small agreement is limited to consultant services with an estimated cost at or less than the SAT, including the original agreement cost and subsequent agreement modifications. Small agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL.

The *Town of Saratoga* will make an informal consultant selection utilizing a consultant list obtained from WYDOT Engineering Services or a list generated by the *Town of Saratoga*. A minimum of three consultants must be evaluated leading to a qualification-based selection. The evaluation should use information available from the consultant's Statement of Interest, and if needed, that information can be supplemented with interviews, or written or oral discussion with each firm.

If less than three qualified consultants are available, the *Town of Saratoga* will proceed with evaluation and selection when assured that the selected consultant has the minimum qualifications to complete the agreement type of services and has the experience necessary to satisfactorily perform the required services.

The basis for selection will be documented. The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.
2. The consultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to the *Town of Saratoga* require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

After the consultant selection, the *Town of Saratoga* shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

A detailed scope of work shall be prepared, often by the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The *Town of Saratoga* will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

#### **B. Large Agreement – Cost greater than the SAT**

The use by the *Town of Saratoga* of a large agreement is required for consultant services with an estimated cost greater than the SAT, including the original agreement cost and subsequent agreement modifications. Large agreements can be used for non-federal and federal funded services, and for A & E and non-A & E services.

When the *Town of Saratoga* requires consultant services and proposes to use this large agreement, the following requirements apply.

A preliminary cost estimate will be prepared for use as required in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL. For architectural and engineering services directly leading to construction, as defined in SECTION I – INTRODUCTION, the cost estimate must establish major elements of agreement costs: labor hours by work type and classifications of labor, direct salaries by labor classifications, other direct

costs, anticipated indirect cost rates, and anticipated fixed fees (profit). This estimate will be used as the basis for negotiation. For all other services, the preliminary cost estimate can be less formal.

The *Town of Saratoga* will direct the procurement process in coordination with the WYDOT Local Government Office and an appointed selection committee.

An early action will be to appoint participants to a selection committee. The committee should consist of at least three members, but generally not more than five members. The *Town of Saratoga* should select committee members who can best evaluate consultant qualifications, but without previous experiences that could potentially influence their actions leading to a conflict of interest. Each committee member will ensure that he or she has no possible conflict of interest that may influence the evaluation, ranking, and selection process. If a conflict of interest may exist, the committee member will be excused from serving on the committee.

A pre-selection meeting will be conducted to establish the requirements of the RFP and the public announcement/advertisement to be used to assure that consultants have fair opportunity to be considered for award of the agreement.

The *Town of Saratoga* may solicit project-specific letters of interest through a public announcement, public advertisement, or any other public forum or method (such as soliciting firms on a consultant list obtained from WYDOT Engineering Services) that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered. A minimum seven day announcement period is required.

The selection committee will determine a short list of firms from the respondents to the public announcement/advertisement to receive the RFP. If enough firms respond, a minimum of five firms should be short-listed.

Alternatively, the *Town of Saratoga* may go directly to the RFP process and consider all the proposals submitted.

The RFP will include the following requirements and information to provide direction for the content of consultant proposals. The RFP requirements and information will not include any condition that would limit competition and the resulting number of proposals.

1. Detailed scope of work, including a preliminary project purpose and description.
2. Technical requirements: specific services; deliverables; applicable policies and guides; proposed standards, criteria, specifications, or contracting requirements; proposed schedule for completion of agreement work.
3. Evaluation and weighting factors to be used for the ranking and selection based on consultant competency and qualifications.

4. The anticipated schedule leading to consultant selection. The schedule should identify consultant submittal dates using a minimum of 14 calendar days from issuance of the RFP, but set to assure that interested firms have sufficient time to receive the RFP, and prepare and submit a proposal.
5. The type of agreement to be used and the basis for compensation.
6. Address potential discussions with interested firms after submittal of their proposal, if any, directed to clarification of technical requirements or approach, qualifications, or capability. Based on the size and complexity of the project, it may be beneficial to the selection committee to have one-on-one discussions with all or some of the qualified firms (minimum of three). The intent and structure of these discussions, if needed, should be outlined in the RFP.
7. Consultant proposal shall include additional submittals concerning proposed subconsultants.
8. Consultant cost proposals, if requested, should be included in a concealed format that is clearly separate from the technical proposal.

The RFP should provide an adequate number of consultant proposals. When three or more qualified firms respond, the *Town of Saratoga* will proceed with consultant ranking and selection. If less than three firms respond, the *Town of Saratoga* may proceed with ranking and selection of a qualified firm or may elect to re-distribute the RFP in an attempt to gain additional proposals. In the event the response to an RFP does not result in either qualified or competitive firms, the *Town of Saratoga* may pursue other contracting options, including non-competitive, to procure professional services. The *Town of Saratoga* will coordinate with the WYDOT grant administrator prior to non-competitive selection of a consultant.

After receipt of consultant responses to the RFP, the final selection meeting will be held. The selection process will include a series of actions taken by the *Town of Saratoga*.

1. Review RFP proposals to assure they are complete.
2. Distribute the supporting information outlined in SECTION III(B) – Large Agreement – Cost greater than the SAT, to include the RFP, all consultant proposals, and each consultant’s Letter of Interest, if applicable.
3. Assist the selection committee, as needed, to complete the evaluation, ranking, and selection process.
4. Notify, subsequent to consultant selection, all consultants responding to an RFP of the final ranking of the three most highly qualified consultants.

5. Properly dispose as necessary, subsequent to consultant selection, the concealed cost proposals of the unsuccessful consultant firms.
6. Retain documentation supporting the solicitation, RFP, proposals, evaluation, and selection of the consultant firm.

The selection committee completes the evaluation and selection process by using the supporting information for each evaluation factor and then developing an overall score and subsequent ranking. The committee must rank in order of preference at least the three most highly qualified firms, leading to final selection. If less than three qualified firms respond to the RFP and it is concluded that the responding firms represent those firms available to meet the requirements of the RFP, the evaluation and selection will be completed.

The selection committee may not use a consultant's cost components – consultant fee proposal, direct salaries, direct costs, and indirect cost rates – as a factor in the evaluation, ranking, or selection process for federal funded A & E services. Federal funded non-A & E services may, or may not, use cost as an evaluation factor.

The following items should always remain under consideration to conclude that a consultant firm has the minimum qualifications to complete the proposed project scope of work:

1. The consultant shall have an exemplary ethical and professional reputation.
2. The consultant's and subconsultant's employees shall have levels of education, training, and experience necessary to perform the required services satisfactorily.
3. Professional services provided to the *Town of Saratoga* require that the consultant employee overseeing the work and the consulting firm be licensed, if required by the applicable State Board.
4. The consultant shall be established in the area of expertise for which the firm is being considered, with recent work experience in a responsible role.

During this process, an unqualified consultant firm may be dismissed from further consideration.

After the consultant selection, the *Town of Saratoga* shall follow procedures outlined in SECTION V – APPROVAL OF CONSULTANT prior to proceeding with the process of negotiating the agreement with the selected consultant.

The final scope of work may be refined through negotiations with the selected consultant. The consultant shall submit a fee proposal including proposed billing rates, estimated units of work, and the total proposed fee. The *Town of Saratoga* will negotiate and prepare an agreement for execution.

Execution of the agreement will follow procedures outlined in SECTION X – EXECUTION OF THE AGREEMENT.

#### **SECTION V. APPROVAL OF CONSULTANT**

After the selection committee or the *Town of Saratoga* authorized representative has completed the procurement process, the *Town of Saratoga* shall submit, in writing, the selected consultant's name to the WYDOT grant administrator for approval. The WYDOT grant administrator's approval authorizes the process of negotiating the agreement with the selected consultant.

The WYDOT grant administrator will initiate a pre-negotiation audit, if necessary (see SECTION VII – PRE-NEGOTIATION AUDIT EVALUATION).

The *Town of Saratoga* will maintain a correspondence file for each consultant services agreement documenting all aspects of the selection and approval process.

## SECTION VI. AGREEMENT TYPE, BASIS FOR COMPENSATION, PAYMENT

Contractual requirements and the method of payment to direct and compensate the consultant will be established by agreement. An agreement type and basis for compensation will be selected as the need for consultant services is developed, as presented in SECTION III – CONSULTANT NEED AND OTHER SUPPORTING INFORMATION.

**A. Agreement Types.** An agreement type will be selected by the *Town of Saratoga*.

1. **Project Specific.** This will be used with a defined scope of work and the related consultant services when these services are directed to one or more specific projects.

2. **Multi-Phase.** This can be used, similar to Project Specific, when the *Town of Saratoga* determines that a consultant's services should be divided into defined phases to gain better definition of the scope of work and related consultant services. Each phase would require a separate cost estimate.

**B. Basis for Compensation.** The method of payment to compensate the consultant will be specified in the agreement. It may establish a single method for all work or may be better administered with different methods for different elements of work.

1. **Cost Plus Fixed Fee.** Cost reimbursement includes actual costs payable for direct labor and indirect labor (overhead) as established in the agreement, plus direct reimbursable expenses. Cost reimbursement also includes a negotiated fixed fee, established in the agreement, and is calculated to cover the consultant's profit. Billing rates established in the agreement shall be used for all billings and a maximum amount payable will be established.

Cost plus percentage of cost and percentage of construction cost cannot be used as a basis for compensation.

2. **Lump Sum.** May only be used when the scope of work and the duration of work can be accurately established, and an estimate of cost, including fixed fee, can be calculated with reasonable accuracy at the time of negotiation with the selected consultant.

3. **Unit of Work.** May be used when a unit cost of work can be determined in advance with reasonable accuracy, but the extent of work is indefinite. Quantities and characteristics of each unit should be uniform, and a maximum amount payable will be established.

4. **Specific Rates for Compensation.** The specific rates for compensation will provide for reimbursement on the basis of direct labor hours at specified fixed hourly rates, including direct labor costs, indirect costs, and profit, plus any other direct expenses or costs. This method of payment will be used for those types of services and agreements that establish a maximum amount

payable and provide the *Town of Saratoga* direct control of the number of consultant labor hours and resultant cost.

Specific Rates may also be used when a consultant's services are required to perform work that cannot be estimated for extent, duration, or cost.

Consistent with all consultant agreements, a *Town of Saratoga* representative will monitor the consultant's performance of services to include labor hours, and classification/pay rate of consultant employees used to perform agreement services.

**C. Consultant Payments and Retainage:** Periodic progress payments will be made for work satisfactorily completed based on invoice submittals to the *Town of Saratoga*.

All agreements shall include provisions that require the consultant to make prompt payment to subconsultants within 30 calendar days from receipt of payment from the *Town of Saratoga* (49 CFR 26.29). These provisions will advise the consultant to be prepared, if requested, to provide documentation that payment has been made for work satisfactorily completed by a subconsultant. These provisions will also notify the consultant that failure to make prompt payment may be addressed by the *Town of Saratoga* as presented in the written procedures in ATTACHMENT 2 – BREACH OF AGREEMENT.

The *Town of Saratoga* may withhold retainage from payments, including final payment, if specified in the agreement.

## SECTION VII. PRE-NEGOTIATION AUDIT EVALUATION

Pre-negotiation audits are generally performed on first-time consultants, consultants with outdated audits, or as required by WYDOT Internal Review Services. A risk assessment will be performed by WYDOT Internal Review Services to determine if an audit is required and, if so, the type of audit required. An audit report or comparable correspondence will be provided by WYDOT Internal Review Services to the *Town of Saratoga* for use in negotiating the consultant agreement.



## SECTION VIII. NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL

Approval of the selected consultant in accordance with SECTION V – APPROVAL OF CONSULTANT authorizes the process of negotiating the agreement and cost proposal with the selected consultant.

The *Town of Saratoga* will work with the consultant to finalize the scope of work, if needed, and initiate negotiations with the consultant for a final cost proposal. A draft agreement, including the scope of work, is provided to the consultant with instructions for preparing the cost proposal. The consultant is advised at the beginning of negotiations that selection is subject to arriving at a satisfactory agreement for terms and fees, and that the *Town of Saratoga* assumes no obligation to the consultant until the agreement is executed.

The consultant's use of subconsultants is allowed only with written approval from the *Town of Saratoga* of the proposed subconsultants. The consultant shall describe the work to be done by the subconsultant in the fee proposal, assure incorporation of required agreement provisions into the subconsultant agreement (SECTION IX – AGREEMENT PROVISIONS) and include a cost for the subconsultant's proposed work. The *Town of Saratoga* may request a detailed proposal for subconsultant work to include proposed labor rates and direct costs. The cost proposal and included rates will be evaluated for reasonableness. If the subconsultant has a WYDOT-approved audit or approved billing rates, those rates shall be used.

A consultant's fee proposal will be compared to the cost estimate done by the *Town of Saratoga*, including careful attention to proposal details. The consultant's fixed fee (profit) will be negotiated separate from other negotiations.

The consultant's or subconsultant's proposed indirect cost rate shall be certified by each firm's chief executive or financial officer as being allowable in accordance with federal cost principles. Each firm's certification shall read as required by WYDOT Internal Review Services.

A consultant's schedule for completing the work, if different from the schedule proposed by the *Town of Saratoga*, will be reviewed to assure that the established duration of the agreement permits completing the work in a time frame acceptable to the *Town of Saratoga*. When the consultant's fee proposal and the duration of the agreement are acceptable, the agreement is finalized and executed.

If the consultant's proposed fee or schedule varies substantially from the estimate or schedule of the *Town of Saratoga*, the items of variance are identified and discussed to resolution. After agreeing on the agreement terms and fees, the consultant submits a final cost proposal.

The *Town of Saratoga* will maintain documentation of the negotiation process.

If the selected consultant and the *Town of Saratoga* cannot reach a satisfactory agreement, the *Town of Saratoga* will cease negotiations and notify the consultant and the WYDOT grant administrator. The *Town of Saratoga* will then initiate negotiations with the next highest ranked consultant or, at its option, initiate a new procurement process.

## SECTION IX. AGREEMENT PROVISIONS

The *Town of Saratoga* will determine the consultant agreement type, the basis for compensation, terms of the agreement, and the required provisions, clauses, assurances, and/or certifications to ensure compliance with state and federal laws, regulations and requirements.

Each agreement will:

1. Name the authorized representative of the *Town of Saratoga*.
2. Outline the representative's administrative responsibilities.
3. Identify the project location.
4. Present the scope of work and consultant deliverables.
5. Provide for applicable plans and specifications.
6. Authorize commencement of work.
7. Specify fees and payments based on consultant's progress reports.
8. Specify completion of work by number of calendar days or the calendar date by which all required services shall be completed.

Each agreement will outline data, services, and obligations of the *Town of Saratoga* as related to the consultant's performance of required services.

Federal General Provisions will be physically incorporated or incorporated by reference into consultant agreements funded with federal funds. These Provisions will apply to the consultant and all subconsultants engaged by the consultant. ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS presents applicable Federal General Provisions and administrative procedures.

ATTACHMENT 2 – BREACH OF AGREEMENT presents written procedures to administer breach of the agreement.

The *Town of Saratoga* reserves the right to terminate any agreement, as described in the agreement. In this event, compensation is made to the consultant based upon the progress of the work

performed prior to termination. Work performed shall be defined as the deliverables specified in the agreement and accepted by the *Town of Saratoga*, and not the labor hours billed. The *Town of Saratoga* will notify the consultant, in writing, of agreement termination.

## **SECTION X. EXECUTION OF THE AGREEMENT**

The *Town of Saratoga* will prepare the final agreement for execution by all parties.

Agreements will conform to the state contract requirements as published by the Wyoming Attorney General's office, or as directed by the assistant attorney general assigned to WYDOT.

All agreements shall be forwarded to the WYDOT grant administrator for approval before execution.

Agreements subsidized with federal funds will be made available to the appropriate federal agency upon request. The Federal Highway Administration (FHWA) and the Federal Aviation Administration (FAA) have currently delegated their approval authority to WYDOT.

Agreements shall be executed by the consultant and the *Town of Saratoga*.

## **SECTION XI. AUTHORIZATION TO PROCEED**

Once the consultant agreement is finalized and executed, the *Town of Saratoga* will notify the consultant using a written "Authorization to Proceed" to commence work.

Consultant services cannot proceed before the "Authorization to Proceed" is issued.

## **SECTION XII. AGREEMENT MODIFICATIONS**

The *Town of Saratoga* or the consultant may, during performance of the agreement, propose agreement modifications within the type of services under which the original agreement was procured. Changes in the scope, complexity or quantity of the work, or if changes causing an increase or decrease in agreement fees or time for performance are required, an equitable adjustment in fees and/or contract time will be negotiated with the consultant. Any additional services outside of the original agreement type of work will be procured under a new procurement process.

If changes are required in the agreement, a written request shall be made by the consultant to the *Town of Saratoga* and negotiated between the consultant and the *Town of Saratoga*. The agreement will then be amended using documentation issued by the *Town of Saratoga*. Agreement modifications must define and document the changes made to the agreement, establish any adjustment in agreement fees and payment, establish any adjustment in completion date, and be in compliance with terms and conditions of the original agreement. An adjustment in agreement fees

and payments will be negotiated, as outlined in SECTION VIII – NEGOTIATING THE FINAL AGREEMENT AND COST PROPOSAL, including the fixed fee, if warranted.

If the consultant is unable to complete the work within the number of calendar days or the calendar date required by the agreement, the *Town of Saratoga* may authorize a schedule modification after receiving the consultant’s written request showing sufficient justification for an extension in time to complete agreement required services. In some cases, the *Town of Saratoga* may initiate the schedule modification, especially when the *Town of Saratoga* has delayed progress. If the schedule modification is significant, the agreement will then be amended to specify an additional number of days or revised calendar date, and the *Town of Saratoga* will document the approval action with a formal change order. Minor changes in schedule, without adjustment in agreement cost, can be accepted by the *Town of Saratoga* with informal documentation.

All agreement modifications shall be forwarded to the WYDOT grant administrator for approval before execution.

Consultant work shall not begin on any change in services until the agreement modification describing those services and fee has been executed. Services performed without prior request and authorization are deemed to be covered in the compensation and time provided in the original agreement and previously executed change orders.

For those agreements processed consistent with SECTION IV(A) – Small Agreement – Estimated Cost at or less than the SAT, in no case will subsequent change orders be permitted to cause the total fee to exceed the SAT if federal funds are involved. Exceeding the SAT limitation may jeopardize federal participation in the change order or the entire agreement amount. If federal funds are not involved, the *Town of Saratoga* should contact the WYDOT grant administrator, and they will review the circumstances and make a determination regarding escalation of the agreement above the SAT.

### **SECTION XIII. AGREEMENT ADMINISTRATION**

The agreement for consultant services will identify the representative for the *Town of Saratoga* as the primary contact through which the consultant will coordinate all phases of agreement work, terms and conditions. The *Town of Saratoga* representative will:

1. Monitor the consultant’s work and acceptability of work, in compliance with the agreement.
2. Monitor the consultant’s work progress – work performed versus agreement completion date – in compliance with the agreement.
3. Ensure the consultant’s labor hours and fees are in accordance with the agreement and the percent of the contract total being invoiced is commensurate with the progress of the work.

4. Address consultant correspondence and resolve administrative issues.
5. Monitor the consultant and subconsultant(s) for compliance with ATTACHMENT 1 – FEDERAL GENERAL PROVISIONS, if required by the Agreement.
6. Administer breach of agreement, when required, consistent with procedures presented in ATTACHMENT 2 – BREACH OF AGREEMENT. Consult with the WYDOT grant administrator before initiating procedures leading to breach of agreement.
7. Close-out agreement when all work deliverables have been accepted and all consultant billings have been accepted.

The *Town of Saratoga* will maintain a correspondence file for each consultant services agreement, documenting all aspects of the selection, negotiation, and administration processes. The *Town of Saratoga* will retain such records for at least three (3) years following agreement completion or termination.

#### **SECTION XIV. FINAL PERFORMANCE EVALUATION**

When the consultant services specified in the agreement are completed and accepted, the *Town of Saratoga* will evaluate the consultant's performance. This evaluation should consider such factors as the consultant's performance on specific elements of work, promptness in meeting schedules and deadlines, cooperation with the *Town of Saratoga*, and overall performance in delivery of the agreement terms and conditions. Documentation will be prepared and provided to the consultant, and request consultant comments on the evaluation. Subsequently, a copy of the final evaluation documentation will be provided to the WYDOT grant administrator.

#### **SECTION XV. ADMINISTRATION, COST PRINCIPLES, AUDIT REQUIREMENTS**

The administrative policies and procedures of the *Town of Saratoga* for the consultant selection process are presented throughout this document. The *Town of Saratoga* is responsible for the oversight and administration of these policies and procedures. The WYDOT Internal Review Services program is responsible for the audit requirements.

References:

2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services.

23 USC 112(b)(2), Contracting for Engineering and Design Services.

40 USC 11, Sections 1101-1104, Selection of Architects and Engineers.

48 CFR 2.101, Federal Acquisition Regulations System, Definitions of Words and Terms, Definitions.

## ATTACHMENT 1.

### FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

#### SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. The *Town of Saratoga* shall notify the Consultant of any state or federal determination of noncompliance.

#### SECTION B. ACCESS TO RECORDS

The *Town of Saratoga* and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement.

#### SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of contract. The *Town of Saratoga* shall consider a Consultant's failure to perform as a material breach of contract when it can be determined that the terms, conditions, provisions, or obligations of the Agreement will not be completed and the *Town of Saratoga* will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the *Town of Saratoga* deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION V – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

#### SECTION D. LIMITATIONS ON LOBBYING ACTIVITIES

By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from federal appropriated funds shall not be utilized by the Consultant or its subconsultants in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal appropriated fund, Agreement, cooperative agreement or loan.

## SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

## SECTION F. CONFLICTS OF INTEREST

1. The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the *Town of Saratoga* or a disclosure which may adversely affect the interests of the *Town of Saratoga*. The Consultant shall notify the *Town of Saratoga* of any potential or actual conflicts of interest, including financial or other personal interests, arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of this Agreement will be subject to a mutual settlement of accounts. In the event this Agreement is terminated under this provision, the Consultant shall take steps to ensure that all files, evidence, evaluations, and data are provide to the *Town of Saratoga* or its designee. This provision does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

2. A conflict of interest may be considered a material breach of this Agreement. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that all files, evidence, evaluation, and data are provided to the *Town of Saratoga* or its designee.

3. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.



Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

#### SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The *Town of Saratoga* shall notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the *Town of Saratoga* and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be considered, in the sole discretion of the *Town of Saratoga*, a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION K. HUMAN TRAFFICKING

As required by 22 U.S.C. § 7104(g), and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses force labor in the performance of the award or subawards under the award.

#### SECTION L. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the *Town of Saratoga* may, at its discretion, terminate this Agreement without liability to the *Town of Saratoga*, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

#### SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the *Town of Saratoga* all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

#### SECTION N. MONITORING ACTIVITIES

The *Town of Saratoga* shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the Agreement-related work.

#### SECTION O. NO FINDER'S FEES

No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

#### SECTION P. NONDISCRIMINATION

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement. Federal law requires the Consultant to include all relevant provisions of this Agreement in every subconsultant awarded over Ten Thousand dollars and no cents (\$10,000.00) so that such provisions are binding on each subconsultant.

#### SECTION Q. OWNERSHIP AND RETURN OF DOCUMENTS AND INFORMATION

The *Town of Saratoga* is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information and documents to the *Town of Saratoga* in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

## SECTION R. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the *Town of Saratoga* for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to the *Town of Saratoga*, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the *Town of Saratoga*, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this SECTION P are superseded and/or supplemented by 48 CFR 52.227-14.

## SECTION S. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

## SECTION T. PUBLICITY

Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the *Town of Saratoga*, WYDOT, and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the *Town of Saratoga*.

## SECTION U. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with

Executive Order 12549 (Debarment and Suspension), 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the *Town of Saratoga* by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION V. TERMINATION OF AGREEMENT

The *Town of Saratoga* may terminate all or part of the Agreement, without cause, upon thirty (30) days written notice. The Agreement may be terminated by the *Town of Saratoga* immediately for cause if the *Town of Saratoga* determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the *Town of Saratoga* determines that termination is in the public’s best interest – Termination on Public’s Behalf/Convenience. In either event, compensation shall be made to the Consultant based upon the progress of the work performed prior to termination.

Work performed shall be defined as the deliverables specified in the Agreement and accepted by the *Town of Saratoga*, and not the labor hours billed. The ownership of the work completed or partially completed at the time of such termination or abandonment shall be retained by the *Town of Saratoga*.

The *Town of Saratoga* shall notify the Consultant, in writing, of Agreement termination.

#### SECTION W. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

#### SECTION X. ADMINISTRATION OF FEDERAL FUNDS

The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the *Town of Saratoga*.

#### SECTION Y. COPYRIGHT LICENSE AND PATENT RIGHTS

The Consultant acknowledges that the federal grantor, the State of Wyoming, WYDOT, and the *Town of Saratoga* reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state

government purposes: (1) the copyright in any work developed under the Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the *Town of Saratoga* regarding any patent rights that arise from, or are purchases with, funds awarded under this Agreement.

#### SECTION Z. FEDERAL AUDIT REQUIREMENTS

The Consultant agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Consultant shall provide one (1) copy of the audit report to WYDOT and to the *Town of Saratoga* and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the *Town of Saratoga's* records.

#### SECTION AA. NON-SUPPLANTING CERTIFICATION

The Consultant hereby affirms that federal appropriated funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

#### SECTION BB. PROGRAM INCOME

The Consultant shall not deposit federal appropriated funds in an interest bearing account without prior approved of WYDOT. Any income attributable to the appropriated funds distributed under this Agreement must be used to increase the scope of the program or returned to the *Town of Saratoga*.

#### SECTION CC. APPLICABILITY OF APPENDIX II TO 2 CFR PART 200

This Agreement has been funded, in whole or in part, with Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Federal General Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30)-day prior written notice period, the *Town of Saratoga* may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming, WYDOT, and the *Town of Saratoga* under this Agreement, at law, or in equity.

*(In addition to the Federal General Provisions listed above, additional provisions available from WYDOT shall be used in all consultant contracts which utilize Federal Transit Administration funding.)*

## ATTACHMENT 2

### BREACH OF AGREEMENT (Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

#### ATTACHMENT 1, FEDERAL GENERAL PROVISIONS

SECTION C. BREACH OF AGREEMENT  
 SECTION F. CONFLICTS OF INTEREST  
 SECTION G. DETERMINATION OF ALLOWABLE COSTS  
 SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE  
 SECTION J. ERRORS AND OMISSIONS  
 SECTION K. HUMAN TRAFFICKING  
 SECTION U. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

#### Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.



## Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

## Administrative Procedures, Sanctions, and Penalties

*Town of Saratoga* concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/primary contact of the *Town of Saratoga* should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between the *Town of Saratoga* and the Consultant. At those occurrences, the *Town of Saratoga* will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and the *Town of Saratoga* will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.

A *Town of Saratoga* determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by the *Town of Saratoga* documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant’s billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – ACCESS TO RECORDS.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that the *Town of Saratoga* has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, the *Town of Saratoga* representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or the *Town of Saratoga* has incurred substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant



remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to the *Town of Saratoga* would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by the *Town of Saratoga*, could be quantified and pursued. Damages, based on lost opportunity incurred by the *Town of Saratoga*, may be more difficult to quantify. Lost opportunity could include *Town of Saratoga* delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place the *Town of Saratoga* in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT. The *Town of Saratoga* may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that the *Town of Saratoga* is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and the *Town of Saratoga* no longer under any Agreement obligation.

May 5, 2025

Town of Saratoga  
Attn: Emery Penner  
10 E Spring Ave,  
Saratoga, WY 82331

Dear Mr. Penner:

We would like to thank you for this opportunity to submit this proposal for your consideration of a **Water System Proactive Maintenance Leak Detection Program for Town of Saratoga.**

We advocate furnishing a comprehensive leak survey of the area you designated. This will maximize our ability to find even smaller leaks.

The focus of this proactive maintenance program will be to survey in areas where leak detection will be the most effected. These areas include: 1) The oldest areas in the system. 2) Areas with a history of leaks repairs. 3) Areas where porous soil conditions inhibit leaks from surfacing.

We specialize in Leak Detection. We are not affiliated with any one manufacturer. Therefore, we can use whatever equipment, and procedures meet your special needs. We constantly upgrade to the latest technology and methods to provide the most cost-effective service available. After reviewing information you provided, we are confident we can identify areas of water, lost through leakage, in the distribution system.

Our experienced Leak Consultants provide the highest degree of professionalism in the business. Our office staff has been with the company since its inception. We strive to help clients reduce their non-revenue water loss due to leakage in a cost-effective manner. When leaks are eliminated, the effects on loss management and conservation will ultimately outweigh the initial cost of our service. We are proud of our record with other communities, and suggest you contact at least a sampling of them to confirm our abilities.

We believe our unique qualifications and the services we can provide make us the best candidate for successfully fulfilling your leak detection needs. We look forward to the opportunity of assisting you with this important water conservation project. Our quotation and procedures and methods are attached for your review and are incorporated into the proposal.

We thank you for your interest and hope to see you soon.

Sincerely,

*Cayd Mathiasen*  
Cayd Mathiasen  
Consultant



**PROJECT SPECIFICS**

The area we discussed for this leak survey and pinpointing project is approximately **35 miles** of distribution pipe. Pipe material consists of **60% PVC and 40% Metallic**. Valve boxes are mostly accessible for easy contact of our equipment. Contact points (valves, hydrants or services, etc.) are within **300 feet** in most cases. The pressure varies from **40 PSI to 100 PSI**. Non-Revenue Water (NRW) is over **10%**. It is understood that pinpointing leaks on private service lines is not a part of this project. However, we will indicate which service lines are leaking whenever possible at no extra charge.

**PRICING**

The following prices are based on information provided to us as described above. Should actual conditions vary it may be necessary to adjust pricing accordingly.

<b>Description</b>	<b>Unit</b>	<b>QTY</b>	<b>Amount</b>	<b>Total</b>
Leak Detection Services	Miles	35	\$455.68	\$15,949.91
Mobilization Charges:				Included
<b>Project Total</b>				<b><u>\$15,949.91</u></b>

The above is a minimum price and applies only when we are in the area. In the event services are desired when we are not in the area or mobilization to the area requires airfare, rental car, freight, etc., mobilization charges will be negotiated. **Any applicable state taxes will be added when service is performed.**

**When calculating our fees for each project, we collect and analyze as much data and detail about the water system as possible. This allows us to propose a tailored program designed for each water system with the focus on detecting and pinpointing leaks using the most comprehensive and efficient survey possible for that specific system. On rare occasions, we start a project only to find out that the system data or system layout is significantly different than what was proposed. For example, there may be more PVC than proposed or the water loss is higher than indicated. PVC requires a much different methodology than other pipe materials and therefore, the time it takes to survey PVC is much longer. A higher water loss can mean more leaks and therefore more time to pinpoint than originally proposed. On some occasions we've been asked to survey small sections of the system, which are not located in a geographically efficient layout and therefore require considerably more time to complete.**

**While this can have a negative effect on any project, it has a much bigger impact on projects that are quoted by the distance (foot, mile, etc.). Since these projects are tied to a specific finish date, we may be required to modify or amend the project to a "daily" rate structure, allowing us to complete as much of the proposed work as possible, in the original amount of time allotted. In such a case, we will simply convert the rate proposed for the linear distance into a daily rate. Such changes will be in writing and amended to the contract.**

*Cayd Mathiasen*  
Cayd Mathiasen

*Consultant*  
Title

## TERMS

Daily rate is based on 8 hours per day, Monday through Friday. In the event an extension of days or footage is desired while we are on this project the additional charge will be at the same ratio as the above schedule. This project may be extended only if our schedule permits and upon approval of the **Town of Saratoga**. In the event a reduction or extension of days or footage is desired, prior to our arrival please contact us for a review of the above pricing.

In order to expedite this project and to make sure you get the most effective water line survey for your investment, it will be necessary for you to supply a helper at all times who can assist our Leak Consultant with information regarding the water system. A helper will also ensure that no areas are missed during the survey and all possible methods are utilized to locate all lines accurately.

When quotes are based on a fixed price, in order to expedite the survey, it is necessary that preparation for service as outlined herein be adhered to. During the course of the project, if system specifics differ from the information provided prior to pricing, it may be necessary to change the scope of the work in order to meet any time requirements.

When the project is complete the Client will receive an electronic copy of the final report. If a hard copy is required there will be an additional charge of \$25.00 for the first copy and \$15.00 for any additional copies. The charge will be added to your invoice.

**The Consultant will provide consulting services to the Client for a Leak Detection Project, which, together with the scope of services to be provided, is described in the Procedures and Methods, which is attached hereto and incorporated herein by reference.**

**It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. The Consultant will**

**perform all work under this contract at the highest level of professional workmanship in its industry, however, USA cannot guarantee the detection of any leak. There is also no guarantee on pinpointing accuracy due to the many variables that effect pinpointing. As such, Client agrees to pay Consultant as outlined herein.**

**Should Consultant be required to operate appurtenances (system valves, services, hydrants, etc,) Client agrees to hold Consultant harmless for any damage that may occur when they are.**

**If USA and/or the Customer believes USA's employees potentially could be exposed to injury and/or illness, both Parties shall agree to a written protocol that advises USA's employees of the following (at a minimum):**

- **Specific chemical hazards the Employee may be exposed to, and**
- **Protective and safety measures the Employee can use, and**
- **Steps the Customer can take to reduce the hazards, including: ventilation, respirators, presence of another Employee, and emergency procedures.**

**CONTRACT TIME** - Proposal price shall be held for 90 days from proposal date.

**Mobilization Charges may be adjusted based upon changes in Airfare or rental car costs. Prices above do not include any applicable taxes. The cost of prevailing wage contract filings will be added to the final invoice.**

**PAYMENT** – USA standard terms are net 30. A service charge will be assessed on past due or delinquent accounts at the rate of 1.5% per month.

If paying with a credit card, Visa or MasterCard, a convenience fee of 3% will be added at the time of payment.

5

**ESTIMATE**

Advanced Fence of WY LLC  
PO Box 1608  
Saratoga, WY 82331

advancedfenceofwy@gmail.com  
+1 (307) 343-5030



Bill to  
Town of Saratoga

**Estimate details**

Estimate no.: 1038  
Estimate date: 07/01/2025

Date	Description	Qty	Rate	Amount
Option A	Construct 150' of 6' chain link fence with a three strand barb-arm. Remove and dispose of existing fence			\$4,200.00
Option B	Construct 142' of 6' chain link fence with a three strand barb-arm. Remove and dispose of existing fence and rehang gates to the North, along old fence line			\$4,500.00
		<b>Total</b>		

Accepted date

Accepted by





June 25, 2025

Emery Penner  
110 E Spring Ave  
Saratoga, WY 82331

**RE: DDC Grant #2025-06-43 Town of Saratoga Wayfinding Signage**

Dear Emery,

The Carbon County Visitors Council dba Discover Carbon County Wyoming (DCC) approved your request for the Town of Saratoga Wayfinding Signage grant in the amount of \$25,000.00.

Your grant number is **2025-06-43**. Please include this number on all correspondence sent to the DCC regarding your **2025-06-43 Town of Saratoga Wayfinding Signage** grant. Enclosed you will find your **Official Claim Form** for reimbursement. Submission for reimbursement of this Signage Grant must be within 120 days of sign installation.

***Please remember that once a grant is approved, the DCC is considered an official sponsor of your sign and recognized as such our logo is required on the sign.*** Remember that you *must* include the DCC logo displayed digitally for a minimum of 15 seconds every 5<sup>th</sup> digital message. If the logo is not included, the DCC board may not provide full reimbursement or deny payment entirely.

All forms required for grant reimbursement submission have been included with this letter. Please submit a notarized copy of the Official Claim Form, pictures of the erected sign detailing DCC logo placement, and all forms required for completion of the final report (included with this letter). All receipts, canceled checks and/or statements showing payment must be included with your official claim form.

I have enclosed two copies of the **Grant Acceptance Agreement**. One copy should be signed and returned to me upon receipt. If this document is not received prior to your sign being built, you may receive notice that the grant is void. The other copy is for your retention and reference.

Sincerely,



Leslie Jefferson  
CEO  
Discover Carbon County Wyoming  
Enc.







**Carbon County Visitors' Council  
dba Discover Carbon County Wyoming  
Grant Acceptance Agreement**

The Carbon County Visitors' Council dba Discover Carbon County Wyoming reserves the right to terminate funding in the event of non-compliance or cancellation, and to amend grants, reject or void grants which are contrary to law or public policy, and amend its policies as it relates to the approval process for future grants.

**By signing below, I:**

- 1) Verify that I have the authority to accept this grant on behalf of the organization;
- 2) Accept, on behalf of my organization, the grant approved by Discover Carbon County Wyoming's Board of Directors;
- 3) Acknowledge that I have read and understand *Guidelines & Instructions* and will comply with the same;
- 4) Acknowledge receipt of the *Official Claim Form* for this grant;
- 5) Understand that any additions or changes to the grant, as approved, must be submitted to the DCC Board of Directors, in writing, and approved **prior** to the change occurring, and, if funding is affected, that I will receive an amended *Official Claim Form* upon the change being accepted; and
- 6) Understand that failure to comply with any of the *Guidelines & General Instructions* submitted with my grant application may result in the disqualification and ineligibility of this grant for reimbursement.
- 7) Understand that required tickets must be received by DCC 15 days prior to event.
- 8) Understand and agree to notify the DCC office (307-320-8487) immediately of any accident and/or emergency that may occur at the event.
- 9) Understand that these DCC Grant funds are reimbursable after approved expenses have been paid and that a request for payment must be **submitted within 120 days of the event**. (see itemized ***Request for payment must include*** list below).

Name of Organization: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Request for payment must include:**

1. Grant Final Report (provided by DCC)
2. Feedback Form (provided by DCC)
3. Visitor tracking sample and/or digital visitor tracking
4. Official Claim Form (provided by DCC)
5. Paid Invoices with cancelled checks (or certified copies), cash and/or credit card receipts:
6. Advertising tear sheets, copies of publications, and/or electronic screen prints of online banners, ads, etc.
7. Recorded radio scripts, internet, and/or video advertising.
8. Cash Award Prize Receipts are required for ALL Cash Prizes (reimbursed at 50%). Non-cash awards should submit an invoice/bill, receipt, or canceled check.



**Carbon County Visitors' Council  
dba Discover Carbon County Wyoming  
Grant Acceptance Agreement**

The Carbon County Visitors' Council dba Discover Carbon County Wyoming reserves the right to terminate funding in the event of non-compliance or cancellation, and to amend grants, reject or void grants which are contrary to law or public policy, and amend its policies as it relates to the approval process for future grants.

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- 5) Understand that any additions or changes to the grant, as approved, must be submitted to the DCC Board of Directors, in writing, and approved **prior** to the change occurring, and, if funding is affected, that I will receive an amended *Official Claim Form* upon the change being accepted; and
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2. Feedback Form (provided by DCC)
3. Visitor tracking sample and/or digital visitor tracking
4. Official Claim Form (provided by DCC)
5. Paid Invoices with cancelled checks (or certified copies), cash and/or credit card receipts:
6. Advertising tear sheets, copies of publications, and/or electronic screen prints of online banners, ads, etc.
7. Recorded radio scripts, internet, and/or video advertising.
8. Cash Award Prize Receipts are required for ALL Cash Prizes (reimbursed at 50%). Non-cash awards should submit an invoice/bill, receipt, or canceled check.

SARATOGA RECREATION COMMISSION

JUNE

REC AGENDA

Monday, June 9, 2025

6:00pm @ Saratoga Town Hall

Call to order: 6:03pm

In Attendance: Casey, Emily, Cody, Sarah, Patty (call in)

Carter (non-voting)

Pledge:

Approve Agenda:

Approve Minutes:

Rec Director Report: Carter Edwards

- **Pool opened for a week**
- **Water aerobics, swim lessons start today, Jacoby teaching- closed Mondays**
- **Softball updates -5 ish teams interested, going to encampment town council to ask for playing games over there - games M-Th**

Items from the Public:

- **Cindy- amendment to minutes from last week- replace volleyball NET on Veterans Island; Two cracks to be fixed on the tennis/pickleball courts- Bub**

- Teal- resident of Saratoga, active playground users- inquiring about potential to improve parks- Vets Island and Kathy Glode parks- wood chips are gone, what can we do to improve? Grant writing - would this be public works?

#### New Business:

- possible grant writing for wood chips/rubber chips for playgrounds
- carbon county school district grant
- LWCF
- BCR make a donation?

- quality of sand in volleyball court at Vets Island- very rocky

#### Old Business:

- New budget goes into effect July 1
- Basketball survey results
  - Convenient times, coaching volunteer with high school students- refs seemed slightly inconsistent- most “controversial” was length of season- most wanted more practices
    - Possible practices M/T, games W/Th

#### NEXT MEETING/Action items

- talk to Emory and Bub about parks and cracks in court

Next Meeting Date: Monday, July 7, 2025

Adjournment:

6:29pm

# Wyoming Log & Timber Inc.

Signature Log & Timber Packages

Invoice #202500026

Shively Field  
Arlen Hughes  
307-329-7240  
arlenhughes@yahoo.com  
South 1<sup>st</sup> St,  
Saratoga, WY 8231

Wyoming Log Timber  
P.O. Box 132  
Saratoga, WY 82331  
307-329-9500  
[blakewylogtimber@outlook.com](mailto:blakewylogtimber@outlook.com)

*Chuck Lewis*  
*6/30/2025*

06/27/27

## Shively Field- Landscape Invoice

2- Loads Boulder Delivery 6 Hrs Truck & Trailers	\$ 750.00
Curb & Gutter	\$. 6,860.00
Curbing 310' New Generation Concrete Paid \$4,500.00	\$ 1,100.00
100sq/ft Concrete Sidewalk Removel & Pour @ Warehouse Entrance	\$ 1,600.00
Concrete Saw Rental & Blade	\$ 198.24
Jackhammer Rental	\$ 128.00
10Hrs Driving & calling around to find black rock! per Boards request	\$ 750.00
2 ½ Inch Black Granite 98 tons Deliverd	\$ 8,797.06
1 ½ Inch Black Granit 24 Tons	\$ 1,858.00
Underlayment	\$ 1,117.17
3" Staples	\$ 83.46
10 Tons Sand	\$ 500.00
Rock Delivery	\$ 850.00



Landdscape Materials Instalation \$ 5,000.00

Instalation Of Additional Materials- Hand Placed Granite Boarder Load, Additional Boulders, & Two Additional Loades of Gravel \$ 2,850.00

Total \$ 32,441.93

# Wyoming Log & Timber Inc.

Signature Log & Timber Packages

Invoice #202500027

Shively Field  
Arlen Hughes  
307-329-7240  
arlenhughes@yahoo.com  
South 1<sup>st</sup> St,  
Saratoga, WY 8231

Wyoming Log Timber  
P.O. Box 132  
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307-329-9500  
[blakewylogtimber@outlook.com](mailto:blakewylogtimber@outlook.com)

06/27/27

Shively Field- Masonry Invoice

Masonry Materials \$ 3,860.00

4- 27"x54"x2 1/2" Sand Stone Caps  
3- Tons Black Masonry Stone  
16-TypeS Masonry Cement  
Wire

Total \$ 3,860.00



# Wyoming Log & Timber Inc.

Signature Log & Timber Packages

Invoice # 20250029

Shively Field  
Arlen Hughes  
307-329-7240  
arlenhughes@yahoo.com  
South 1<sup>st</sup> St,  
Saratoga, WY

Wyoming Log Timber  
P.O. Box 132  
Saratoga, WY 82331  
307-329-9500  
[blakewylogtimber@outlook.com](mailto:blakewylogtimber@outlook.com)

06/09/25

Shively Field- Steel & Timber Hybred Entry

Timber Materials 8-8x8@18' 10-4x17@12"	\$ 2,800.00
Timber & Steel Fabrication Labor	\$ 4,900.00
Stain- 5gal Messmers Colorado Brown	\$ 495.00
Total	\$ 8,195.00

